

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended: **September 26, 2025**

Or

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

For the transition period from _____ to _____

Commission file number: **1-42633**



Ralliant Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

99-5127620

(I.R.S. employer identification number)

**4000 Center at North Hills Street
Suite 430
Raleigh, NC**

(Address of principal executive offices)

27609

(Zip code)

(984) 375-7255

(Registrant's telephone number, including area code)

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

Title of each class	Trading symbol	Name of each exchange on which registered
Common stock, par value \$0.01 per share	RAL	New York Stock Exchange

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 (the "Exchange Act") 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 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 ☐
Non-accelerated filer ☒

Accelerated filer ☐
Smaller reporting company ☐
Emerging growth company ☐

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

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

The number of shares of the registrant's common stock outstanding at November 3, 2025 was 112,805,827.

RALLIANT CORPORATION
INDEX
FORM 10-Q

	<u>Page</u>
<u>PART I –</u>	
<u>FINANCIAL INFORMATION</u>	
<u>Item 1.</u>	1
<u>Financial Statements</u>	1
<u>Consolidated and Combined Condensed Balance Sheets</u>	1
<u>Consolidated and Combined Condensed Statements of Earnings</u>	2
<u>Consolidated and Combined Condensed Statements of Comprehensive Income</u>	3
<u>Consolidated and Combined Condensed Statements of Changes in Equity</u>	4
<u>Consolidated and Combined Condensed Statements of Cash Flows</u>	6
<u>Notes to Consolidated and Combined Condensed Financial Statements</u>	7
<u>Item 2.</u>	28
<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	28
<u>Item 3.</u>	41
<u>Quantitative and Qualitative Disclosures About Market Risk</u>	41
<u>Item 4.</u>	41
<u>Controls and Procedures</u>	41
<u>PART II –</u>	
<u>OTHER INFORMATION</u>	
<u>Item 1.</u>	42
<u>Legal Proceedings</u>	42
<u>Item 1A.</u>	42
<u>Risk Factors</u>	42
<u>Item 5.</u>	42
<u>Other Information</u>	42
<u>Item 6.</u>	43
<u>Exhibits</u>	43
<u>Signatures</u>	44

PART I – FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS
RALLIANT CORPORATION AND SUBSIDIARIES
CONSOLIDATED AND COMBINED CONDENSED BALANCE SHEETS
(\$ in millions, except per share amounts) (Unaudited)

	September 26, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and equivalents	\$ 264.2	\$ —
Accounts receivable less allowance for credit losses of \$8.1 and \$11.3, respectively	309.7	293.8
Inventories:		
Finished goods	74.0	72.1
Work in process	103.6	90.1
Raw materials	125.1	120.7
Inventories, net	302.7	282.9
Prepaid expenses and other current assets	100.3	41.9
Total current assets	976.9	618.6
Property, plant and equipment, net of accumulated depreciation of \$471.2 and \$437.0, respectively	211.5	200.2
Other assets	148.6	151.0
Goodwill	3,112.7	2,940.0
Other intangible assets, net	815.4	809.6
Total assets	\$ 5,265.1	\$ 4,719.4
LIABILITIES AND EQUITY		
Current liabilities:		
Trade accounts payable	\$ 277.2	\$ 254.6
Deferred revenue	165.1	143.1
Accrued expenses and other current liabilities	214.3	136.0
Total current liabilities	656.6	533.7
Long-term debt	1,148.6	—
Other long-term liabilities	495.7	422.9
Commitments and contingencies (Note 10)		
Equity:		
Common stock: \$0.01 par value, as of September 26, 2025 and December 31, 2024, 1,300 million and 1,000 shares authorized, respectively; and 112.8 million and 100 shares issued and outstanding, respectively	1.1	—
Preferred stock: \$0.01 par value, 10.0 million shares authorized; no shares issued and outstanding	—	—
Additional paid-in capital	3,178.5	—
Retained earnings	34.3	—
Accumulated other comprehensive loss	(249.7)	(491.3)
Net Former Parent investment	—	4,254.1
Total equity	2,964.2	3,762.8
Total liabilities and equity	\$ 5,265.1	\$ 4,719.4

See the accompanying Notes to Consolidated and Combined Condensed Financial Statements.

RALLIANT CORPORATION AND SUBSIDIARIES
CONSOLIDATED AND COMBINED CONDENSED STATEMENTS OF EARNINGS
(\$ and shares in millions, except per share amounts) (Unaudited)

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Sales	\$ 529.1	\$ 531.7	\$ 1,514.3	\$ 1,606.6
Cost of sales	(260.5)	(251.9)	(753.9)	(776.2)
Gross profit	268.6	279.8	760.4	830.4
Operating costs:				
Selling, general and administrative	(177.8)	(128.7)	(453.5)	(414.6)
Research and development	(38.8)	(39.9)	(122.1)	(121.4)
Gain on sale of property	—	—	—	63.1
Operating profit	52.0	111.2	184.8	357.5
Non-operating expense, net:				
Interest expense, net	(16.3)	—	(16.3)	—
Loss from divestiture	—	—	—	(25.6)
Other non-operating expenses, net	(0.5)	(0.3)	(1.1)	(1.0)
Earnings before income taxes	35.2	110.9	167.4	330.9
Income tax benefit (expense)	4.7	(20.0)	(16.0)	(59.0)
Net earnings	\$ 39.9	\$ 90.9	\$ 151.4	\$ 271.9
Net earnings per share:				
Basic	\$ 0.35	\$ 0.81	\$ 1.34	\$ 2.41
Diluted	\$ 0.35	\$ 0.81	\$ 1.34	\$ 2.41
Average common stock and common equivalent shares outstanding:				
Basic	112.8	112.7	112.8	112.7
Diluted	113.4	112.7	113.3	112.7

See the accompanying Notes to Consolidated and Combined Condensed Financial Statements.

RALLIANT CORPORATION AND SUBSIDIARIES
CONSOLIDATED AND COMBINED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME
(\$ in millions) (Unaudited)

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Net earnings	\$ 39.9	\$ 90.9	\$ 151.4	\$ 271.9
Other comprehensive (loss) income, net of income taxes:				
Foreign currency translation adjustments	(12.2)	78.7	240.9	18.3
Pension and post-retirement plan benefit adjustments	0.1	0.2	0.7	0.4
Total other comprehensive (loss) income, net of income taxes	(12.1)	78.9	241.6	18.7
Comprehensive income	\$ 27.8	\$ 169.8	\$ 393.0	\$ 290.6

See the accompanying Notes to Consolidated and Combined Condensed Financial Statements.

RALLIANT CORPORATION AND SUBSIDIARIES
CONSOLIDATED AND COMBINED CONDENSED STATEMENTS OF CHANGES IN EQUITY
(\$ and shares in millions) (Unaudited)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Net Former Parent Investment	Total Equity
	Shares Outstanding	Amount					
Balance, December 31, 2024	—	\$ —	\$ —	\$ —	(491.3)	\$ 4,254.1	\$ 3,762.8
Net earnings for the period	—	—	—	—	—	63.9	63.9
Net transfers to Former Parent	—	—	—	—	—	(72.6)	(72.6)
Other comprehensive income	—	—	—	—	86.0	—	86.0
Stock-based compensation	—	—	—	—	—	6.5	6.5
Balance, March 28, 2025	—	—	—	—	(405.3)	4,251.9	3,846.6
Net earnings for the period	—	—	—	—	—	47.6	47.6
Recapitalization	112.7	1.1	—	—	—	(1.1)	—
Consideration paid to Former Parent in connection with the Separation	—	—	—	—	—	(1,150.0)	(1,150.0)
Net transfers from Former Parent	—	—	—	—	—	119.8	119.8
Other comprehensive income	—	—	—	—	167.7	—	167.7
Stock-based compensation	—	—	—	—	—	8.1	8.1
Balance, June 27, 2025	112.7	1.1	—	—	(237.6)	3,276.3	3,039.8
Net earnings for the period	—	—	—	39.9	—	—	39.9
Noncash adjustments to Former Parent's investment, net	—	—	3,204.3	—	—	(3,276.3)	(72.0)
Net transfers to Former Parent	—	—	(57.4)	—	—	—	(57.4)
Other comprehensive loss	—	—	—	—	(12.1)	—	(12.1)
Dividends to common stockholders	—	—	—	(5.6)	—	—	(5.6)
Stock-based compensation	0.1	—	32.0	—	—	—	32.0
Shares withheld for taxes	—	—	(0.4)	—	—	—	(0.4)
Balance, September 26, 2025	112.8	\$ 1.1	\$ 3,178.5	\$ 34.3	(249.7)	\$ —	\$ 2,964.2

RALLIANT CORPORATION AND SUBSIDIARIES
CONSOLIDATED AND COMBINED CONDENSED STATEMENTS OF CHANGES IN EQUITY
(\$ and shares in millions) (Unaudited)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Net Former Parent Investment	Total Former Parent's Equity
	Shares Outstanding	Amount					
Balance, December 31, 2023	—	\$ —	\$ —	\$ —	\$ (353.2)	\$ 2,613.9	\$ 2,260.7
Net earnings for the period	—	—	—	—	—	116.2	116.2
Net transfers from Former Parent	—	—	—	—	—	1,657.7	1,657.7
Other comprehensive loss	—	—	—	—	(46.0)	—	(46.0)
Stock-based compensation	—	—	—	—	—	5.8	5.8
Balance, March 29, 2024	—	—	—	—	(399.2)	4,393.6	3,994.4
Net earnings for the period	—	—	—	—	—	64.8	64.8
Net transfers to Former Parent	—	—	—	—	—	(69.5)	(69.5)
Other comprehensive loss	—	—	—	—	(14.2)	—	(14.2)
Stock-based compensation	—	—	—	—	—	6.0	6.0
Balance, June 28, 2024	—	—	—	—	(413.4)	4,394.9	3,981.5
Net earnings for the period	—	—	—	—	—	90.9	90.9
Net transfers to Former Parent	—	—	—	—	—	(153.2)	(153.2)
Other comprehensive income	—	—	—	—	78.9	—	78.9
Stock-based compensation	—	—	—	—	—	5.9	5.9
Balance, September 27, 2024	—	\$ —	\$ —	\$ —	\$ (334.5)	\$ 4,338.5	\$ 4,004.0

See the accompanying Notes to Consolidated and Combined Condensed Financial Statements.

RALLIANT CORPORATION AND SUBSIDIARIES
CONSOLIDATED AND COMBINED CONDENSED STATEMENTS OF CASH FLOWS
(\$ in millions) (Unaudited)

	Nine Months Ended	
	September 26, 2025	September 27, 2024
Cash flows from operating activities:		
Net earnings	\$ 151.4	\$ 271.9
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Amortization	64.7	63.3
Depreciation	20.8	23.0
Stock-based compensation	45.9	17.7
Gain on sale of property	—	(63.1)
Loss from divestiture	—	25.6
Change in accounts receivable, net	(9.0)	7.7
Change in inventories	(13.9)	13.4
Change in trade accounts payable	(16.2)	4.9
Change in prepaid expenses and other assets	(45.4)	(1.9)
Change in accrued expenses and other liabilities	97.7	(69.1)
Net cash provided by operating activities	296.0	293.4
Cash flows from investing activities:		
Purchases of property, plant and equipment	(29.2)	(19.8)
Proceeds from sale of property	1.5	20.2
Cash paid for acquisitions, net of cash received	—	(1,718.2)
Cash infusion into divestiture	—	(14.0)
Net cash used in investing activities	(27.7)	(1,731.8)
Cash flows from financing activities:		
Net proceeds from borrowings	1,146.8	—
Consideration paid to Former Parent in connection with separation	(1,150.0)	—
Net transfers (to) from Former Parent	(10.2)	1,434.5
Dividends paid	(5.6)	—
All other financing activities	2.2	—
Net cash (used in) provided by financing activities	(16.8)	1,434.5
Effect of exchange rate changes on cash and equivalents	12.7	3.9
Net change in cash and equivalents	264.2	—
Beginning balance of cash and equivalents	—	—
Ending balance of cash and equivalents	\$ 264.2	\$ —

See the accompanying Notes to Consolidated and Combined Condensed Financial Statements.

RALLIANT CORPORATION AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED AND COMBINED CONDENSED FINANCIAL STATEMENTS
(\$ and shares in millions, except per share amounts, unless otherwise noted) (Unaudited)

NOTE 1. BUSINESS OVERVIEW

Ralliant Corporation (“Ralliant”, the “Company”, “its”, or “their”) is a global technology company with businesses that design, develop, manufacture, and service precision instruments and highly engineered products. The Company empowers engineers with precision technologies essential for breakthrough innovation in an electrified and digital world, enabling its customers to bring advanced technologies to market faster and more efficiently. Its strategic segments – Test and Measurement and Sensors and Safety Systems – include well-known brands with prominent positions across a range of attractive end markets.

Ralliant operates through two reportable segments that are also its two operating segments (i) Test and Measurement, which provides precision test and measurement instruments, systems, software, and services, and (ii) Sensors and Safety Systems, which provides leading power grid monitoring solutions, safety systems for mission critical aero, defense, and space applications, and sensing solutions for critical environments where uptime, precision, and reliability are essential.

On May 27, 2025, the Board of Directors of Fortive Corporation (“Fortive” or the “Former Parent”) approved the separation of Fortive’s Precision Technologies (“PT”) operating segment through the pro rata distribution of all of the issued and outstanding common stock of Ralliant to Fortive’s stockholders (the “Separation”). Ralliant’s Registration Statement on Form 10, as amended, was declared effective by the U.S. Securities and Exchange Commission (the “SEC”) on May 30, 2025.

In connection with the Separation, on June 27, 2025, the net assets of the Ralliant businesses were contributed to Ralliant, a wholly-owned subsidiary of the Former Parent, and, as partial consideration for such contribution, Ralliant made a cash payment to Fortive in the amount of \$1.15 billion. In addition, on June 27, 2025, the 100 shares of Ralliant common stock held by Fortive were recapitalized into 112,730,036 shares of Ralliant common stock. All per share amounts in the Consolidated and Combined Condensed Statements of Earnings have been retroactively adjusted to give effect to this recapitalization.

On June 28, 2025, the first day of the Company’s third fiscal quarter, Ralliant completed the Separation. The Separation was completed on such date in the form of a pro rata distribution to Fortive shareholders of record as of the close of business on June 16, 2025 (the “Record Date”) of all of the issued and outstanding shares of Ralliant common stock held by Fortive. Each Fortive shareholder as of the Record Date received one share of Ralliant common stock for every three shares of Fortive common stock held on the Record Date. Ralliant’s common stock began “regular way” trading on the New York Stock Exchange under the ticker symbol “RAL” on June 30, 2025.

Basis of Presentation

Ralliant has historically operated as part of Fortive and not as a separate, publicly-traded company. For the periods prior to the Separation, the accompanying unaudited combined condensed financial statements have been derived from Fortive’s historical accounting records of its PT segment and are presented on a carve-out basis. All revenues and costs as well as assets and liabilities directly associated with the business activity of Ralliant are included as a component of the financial statements. The financial statements also include allocations of certain general, administrative, sales and marketing expenses and cost of sales from Fortive’s corporate office and from other Fortive businesses to Ralliant and allocations of related assets, liabilities, and Net Former Parent investment, as applicable. The allocations have been determined on a reasonable basis; however, the amounts are not necessarily representative of the amounts that would have been reflected in the financial statements had Ralliant been an entity that operated independently of Fortive.

Following the Separation, the consolidated financial statements included the accounts of Ralliant and its wholly-owned subsidiaries and no longer included any allocations from Fortive. Accordingly:

- The Consolidated and Combined Statements of Earnings and Statements of Comprehensive Income for the three and nine months ended September 26, 2025 consisted of Ralliant's consolidated results for the three months ended September 26, 2025 and the combined results of Ralliant's businesses for the six months ended June 27, 2025. The Combined Statements of Earnings and Statements of Comprehensive Income for the three and nine months ended September 27, 2024 consisted of the combined results of the Ralliant businesses.
- The Consolidated Balance Sheet at September 26, 2025 consisted of Ralliant's consolidated balances, while the Combined Balance Sheet at December 31, 2024 consisted of the combined balances of the Ralliant businesses.
- The Consolidated and Combined Statements of Equity for the three and nine months ended September 26, 2025 consisted of Ralliant's consolidated activity for the three months ended September 26, 2025 and the combined results of Ralliant's businesses for the six months ended June 27, 2025. The Combined Statements of Equity for the three and nine months ended September 27, 2024 consisted of the combined activity of the Ralliant businesses.
- The Consolidated and Combined Statement of Cash Flows for the nine months ended September 26, 2025 consisted of Ralliant's consolidated results for the three months ended September 26, 2025 and the combined results of Ralliant's businesses for the six months ended June 27, 2025. The Combined Statement of Cash Flows for the nine months ended September 27, 2024 consisted of the combined results of the Ralliant businesses.

Prior to the Separation, Ralliant was dependent upon Fortive for all of its working capital and financing requirements under Fortive's centralized approach to cash management and financing of its operations. Because the Company was part of Fortive during the six months ended June 27, 2025, only cash, cash equivalents, and borrowings clearly associated with Ralliant and related to the Separation have been included in these combined condensed financial statements. Other financial transactions relating to the business operations of the Company during the six months ended June 27, 2025 were accounted for through the Net Former Parent investment account of the Company.

Net Former Parent investment, which includes retained earnings prior to the Separation, represents Fortive's interest in the recorded net assets of Ralliant. All significant transactions between Ralliant and Fortive have been included in the accompanying consolidated and combined condensed financial statements for the three and nine months ended September 26, 2025 and September 27, 2024. Transactions with Fortive are reflected in the accompanying Consolidated and Combined Condensed Statements of Changes in Equity as "Net transfers (to) from Former Parent" and in the accompanying Consolidated and Combined Condensed Balance Sheets within "Net Former Parent investment."

All significant intercompany accounts and transactions between the operations comprising Ralliant have been eliminated in the accompanying Consolidated and Combined Condensed Statements of Earnings for the three and nine months ended September 26, 2025 and September 27, 2024 and the Consolidated and Combined Condensed Balance Sheets as of September 26, 2025 and December 31, 2024.

The Company prepared the unaudited consolidated and combined condensed financial statements included herein in accordance with accounting principles generally accepted in the United States of America ("GAAP") and the rules and regulations of the SEC applicable for interim periods. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been omitted pursuant to such rules and regulations; however, the Company believes the disclosures are adequate to make the information presented not misleading. The unaudited consolidated and combined condensed financial statements included herein should be read in conjunction with the audited combined financial statements and the notes thereto included within the Company's Information Statement filed as an exhibit to the Company's Form 10-12B/A on May 28, 2025.

In the Company's opinion, the accompanying financial statements contain all adjustments, which consist of normal and recurring accruals necessary to fairly present its financial position, results of operations, comprehensive income, equity, and cash flows for the periods presented. The consolidated and combined condensed financial statements may not be indicative of future performance and do not necessarily reflect what the Consolidated and Combined Condensed Balance Sheets, Statements of Earnings, and Statements of Cash Flows would have been had the Company operated as a separate business entirely during the periods presented.

Segment Realignment and Divestiture

In January 2024, Fortive realigned the Invetech business from the Advanced Healthcare Solutions segment to the PT segment. In June 2024, Fortive divested and transferred ownership of Invetech, excluding the Dover Motion Business, to Invetech's management team (the "Invetech Divestiture"). As a result of the divestiture, in the nine months ended September 27, 2024, Ralliant recorded a net realized loss of \$25.6 million, which is identified as "Loss from divestiture" in the Consolidated and Combined Condensed Statements of Earnings. The Invetech Divestiture did not represent a strategic shift with a major effect on the Ralliant's operations and financial results, and therefore the divested businesses were not reported as discontinued operations.

Allowances for Credit Losses

All trade accounts and unbilled receivables are recorded in the Consolidated and Combined Condensed Balance Sheets and were adjusted for any write-offs and net of allowances for credit losses. The allowances for credit losses represent management's best estimate of the credit losses expected from unbilled and trade accounts receivable portfolios over the life of the underlying assets. Additions to the allowances are charged to current period earnings, amounts determined to be uncollectible are charged directly against the allowances, while amounts recovered on previously written-off accounts increase the allowances. During the three and nine months ended September 26, 2025 and September 27, 2024, the activity was immaterial.

Property Sale

On March 14, 2024, Ralliant sold land and certain office buildings in its Test and Measurement segment for \$90.0 million, for which the Company received \$20.0 million in cash proceeds and a \$70.0 million promissory note secured by a letter of credit, with principal received in August and November 2024. The promissory note was recorded within Prepaid expenses and other current assets. During the nine months ended September 27, 2024, the Company recorded a gain on sale of property of \$63.1 million in the Consolidated and Combined Condensed Statements of Earnings.

Recently Issued Accounting Standards

Income Taxes

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, Income Taxes (Topic 740)—*Improvements to Income Tax Disclosures*, which amends certain disclosure requirements related to income taxes on an annual basis. This standard is effective for fiscal year ending December 31, 2025, and interim periods thereafter. This standard should be applied on a prospective basis, with retrospective application permitted. The adoption of the standard will not impact the Company's consolidated financial statements; however, the Company is currently evaluating the impact of the new disclosure requirements on the notes to the consolidated financial statements. The Company will update the applicable annual and interim disclosures to align with the new standard.

Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40) — Disaggregation of Income Statement Expenses*, which amends the disclosure requirements related to certain costs and expenses on an interim and annual basis. This standard is effective for fiscal year ending December 31, 2027, and interim periods within fiscal year ending December 31, 2028. This standard should be applied either on a prospective basis or retrospective basis. The adoption of the standard will not impact the Company's consolidated financial statements; however, the Company is currently evaluating the impact of the new disclosure requirements on the notes to the consolidated financial statements. Upon adoption, the Company will update the applicable annual and interim disclosures to align with the new standard.

Credit Losses

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments - Credit Losses (Topic 326) — Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which provides all entities with a practical expedient in developing reasonable and supportable forecasts as part of estimating expected credit losses. An entity may elect the practical expedient when measuring credit losses, to assume that current conditions as of the balance sheet date do not change for the remaining life of the asset. This standard is effective for the fiscal year ending December 31, 2026 and interim periods beginning the first quarter of 2026, with early adoption permitted, and should be applied prospectively. If Ralliant were to elect the practical expedient, the Company does not anticipate this standard to materially impact its consolidated financial statements.

Internal-Use Software

In September 2025, the FASB issued ASU 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40) — Targeted Improvements to the Accounting for Internal-Use Software*, which replaces the previous stage-based model for capitalizing internal-use software development costs, with requirements where capitalization begins when management authorizes and commits to funding a project and it is probable the project will be completed and used as intended. This standard is effective for the fiscal year ending December 31, 2028 and interim periods beginning the first quarter of 2028, with early adoption permitted. The entity can elect to apply the new guidance through a prospective, modified transition, or retrospective approach. The Company is currently evaluating the effects of this standard on its consolidated financial statements.

NOTE 2. ACQUISITIONS AND DIVESTITURES

Ralliant continually evaluates potential mergers and acquisitions that align with its business portfolio strategy or expand its portfolio into a new and attractive business area. The Company has completed a number of acquisitions that have been accounted for as purchases of businesses and resulted in the recognition of goodwill in its combined financial statements. This goodwill arises when the purchase price for an acquired business exceeds its identifiable assets, net of liabilities. The purchase price for acquired businesses reflect a number of factors, including the future earnings and cash flow potential of the business, the strategic fit, and resulting synergies from the complementary portfolio of the acquired business to Ralliant's existing operations, industry expertise, and market access.

Acquisitions

On January 3, 2024, Ralliant acquired EA Elektro-Automatik Holding GmbH ("EA"), a leading supplier of high-power electronic test solutions for energy storage, mobility, hydrogen, and renewable energy applications. The acquisition of EA bolsters Ralliant's innovative portfolio of products and services for engineers with complementary test and measurement solutions enabling the global energy transition. The total consideration paid was approximately \$1.72 billion, net of acquired cash. Fortive, on behalf of, Ralliant, funded this transaction with financing activities and available cash. Ralliant recorded approximately \$1.18 billion of goodwill within its Test and Measurement segment related to the EA acquisition, which is not tax deductible.

For the three and nine months ended September 27, 2024, Ralliant incurred \$1.9 million and \$29.3 million, respectively, of pretax transaction-related costs related to the EA acquisition, which were primarily banking fees, legal fees, and amounts paid to other third-party advisers. These costs were recorded within Selling, general, and administrative expenses in the Consolidated and Combined Condensed Statements of Earnings.

Divestitures

In June 2024, Fortive completed the Invetech Divestiture. As a result of the Invetech Divestiture, in the nine months ended September 27, 2024, Ralliant recorded a net realized loss of \$25.6 million, which is identified as "Loss from divestiture" in the Consolidated and Combined Condensed Statements of Earnings. The Invetech Divestiture did not represent a strategic shift with a major effect on the Ralliant's operations and financial results, and therefore the divested businesses are not reported as discontinued operations.

NOTE 3. GOODWILL

The following is a rollforward of the Company's carrying value of goodwill by segment:

	Test and Measurement	Sensors and Safety Systems	Total
Balance, December 31, 2024	\$ 2,174.0	\$ 766.0	\$ 2,940.0
Foreign currency translation	168.2	4.5	172.7
Balance, September 26, 2025	<u>\$ 2,342.2</u>	<u>\$ 770.5</u>	<u>\$ 3,112.7</u>

NOTE 4. FAIR VALUE MEASUREMENTS

Accounting standards define fair value based on an exit price model, establish a framework for measuring fair value for assets and liabilities required to be carried at fair value, and provide for certain disclosures related to the valuation methods used within the valuation hierarchy as established within the accounting standards. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 inputs are quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, or other observable characteristics for the asset or liability, including interest rates, yield curves and credit risks, or inputs that are derived principally from, or corroborated by, observable market data through correlation.
- Level 3 inputs are unobservable inputs based on the Company's assumptions. A financial asset's or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Financial assets and liabilities that are measured at fair value on a recurring basis were as follows:

	Quoted Prices in Active Market (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
September 26, 2025				
Deferred compensation liabilities	\$ —	\$ 8.9	\$ —	\$ 8.9
December 31, 2024				
Deferred compensation liabilities	\$ —	\$ 13.0	\$ —	\$ 13.0

Certain management employees participate in the Company's nonqualified deferred compensation program that permits such employees to defer a portion of their compensation, on a pretax basis, until after their termination of employment. All amounts deferred under such plan are unfunded, unsecured obligations. These amounts are recorded as a component of the Company's compensation and other post-retirement benefits accruals within Other long-term liabilities in the accompanying Consolidated and Combined Condensed Balance Sheets. Participants may choose among alternative earning rates for the amounts they defer, which are primarily based on investment options within Ralliant's defined contribution plans for the benefit of U.S. employees (except that the earnings rates for amounts contributed unilaterally by the Company are entirely based on changes in the value of Ralliant common stock). Changes in the deferred compensation liability under these programs are recognized based on changes in the fair value of the participants' accounts and are recorded within Selling, general and administrative expenses in the Consolidated and Combined Condensed Statements of Earnings.

As a result of the Separation, accounts held by Ralliant employees in Fortive's deferred compensation programs referencing valuation of Fortive's common stock were converted into accounts in Ralliant's deferred compensation programs referencing valuation of Ralliant's common stock, and with such accounts adjusted to maintain the economic value before and after the Separation date using the relative fair market value of the Fortive and Ralliant common stock.

Fair Value of Financial Instruments

The carrying amount and fair value of financial instruments are as follows:

	September 26, 2025	
	Carrying Amount	Fair Value
Long-term debt	\$ 1,148.6	\$ 1,148.6

As of September 26, 2025, the Company's long-term debt was categorized as Level 2. The Company's fair value of long-term borrowings approximates their carrying amount due to the variable market-based interest rate. The fair value of cash and equivalents, trade accounts receivable, net, and trade accounts payable, approximates their carrying amount due to the short-term maturities of these instruments.

Non-recurring Fair Value Measurements

Certain non-financial assets, primarily property, plant, and equipment, goodwill, and intangible assets, are not required to be measured at fair value on a recurring basis and are reported at their carrying value. However, these assets are required to be assessed for impairment, at least annually for goodwill and indefinite-lived intangible assets, whenever events or circumstances indicate that their carrying value may not be fully recoverable. The Company evaluated events or circumstances that may indicate the carrying value of its non-financial assets may not be fully recoverable as of September 26, 2025 and September 27, 2024, and recorded no impairments.

NOTE 5. FINANCING

The components of the Company's long-term debt were as follows:

	Effective Interest Rate	September 26, 2025	December 31, 2024
USD Term Loan due December 2026	5.41 %	\$ 530.8	\$ —
USD Term Loan due June 2028	5.53 %	619.2	—
Long-term debt, principal amounts		1,150.0	—
Less: aggregate unamortized debt discounts, premiums, and issuance costs		1.4	—
Long-term debt, carrying value		\$ 1,148.6	\$ —

On May 15, 2025 (the "Closing Date"), the Company entered into a credit agreement ("Credit Agreement"), with a syndicate of banks, consisting of an eighteen month, \$600.0 million senior unsecured delayed-draw term loan facility (the "Eighteen-Month Term Loan"), a three-year, \$700.0 million senior unsecured delayed-draw term loan facility (the "Three-Year Term Loan", and together with the Eighteen-Month Term Loan, the "Term Loans") and a three-year \$750.0 million senior unsecured multi-currency revolving credit facility, including a \$25.0 million sublimit for swingline loans and a \$75.0 million sublimit for the issuance of letters of credit (the "Revolving Credit Facility" and, together with the Term Loans, the "Credit Facilities"). The Credit Agreement also contains an expansion option permitting Ralliant to request increases of the Credit Facilities (in any combination thereof) of up to an aggregate additional amount of \$500.0 million from lenders that elect to make such increase available, upon the satisfaction of certain conditions. The Company incurred \$1.4 million of debt issuance costs associated with the Revolving Credit Facility that have been recorded as a prepaid asset within Other assets in the accompanying Consolidated and Combined Condensed Balance Sheets, as this facility was undrawn as of September 26, 2025.

Borrowings under the Credit Facilities bear interest as follows: (1) Term Secured Overnight Financing Rate (“SOFR”) Loans (as defined in the Credit Agreement) bear interest at a variable rate equal to the Adjusted Term SOFR Reference Rate (as defined in the Credit Agreement) of between 87.5 and 162.5 basis points, depending on (x) prior to receipt by Ralliant of a long-term debt credit rating, Ralliant’s Consolidated Net Leverage Ratio (as defined in the Credit Agreement) as of the last day of the immediately preceding fiscal quarter and (y) thereafter, will be determined quarterly based on changes to Ralliant’s long-term debt credit rating and the most recent quarter’s Consolidated Net Leverage Ratio, as applicable, in accordance with the Credit Agreement; and (2) Base Rate Loans (as defined in the Credit Agreement) bear interest at a variable rate equal to (a) the highest of (i) the Overnight Rate (as defined in the Credit Agreement) plus 1/2 of 1%, (ii) PNC Bank, National Association’s “prime rate” as publicly announced from time to time and (iii) the Adjusted Term SOFR Rate (as defined in the Credit Agreement) plus 1%, or (iv) 1.00%, plus (b) a per annum margin of between 0 and 62.5 basis points, depending on (x) prior to receipt by Ralliant of a long-term debt credit rating, Ralliant’s Consolidated Net Leverage Ratio as of the last day of the immediately preceding fiscal quarter and (y) thereafter, will be determined quarterly based on changes to Ralliant’s long-term debt credit rating and the most recent quarter’s Consolidated Net Leverage Ratio, as applicable, in accordance with the Credit Agreement. In no event will Term SOFR Loans bear interest at a rate lower than 0% nor will Base Rate Loans bear interest at a rate lower than 1%.

The Company is obligated to pay an annual facility fee for the Revolving Credit Facility of between 90 and 200 basis points, varying according to its long-term debt credit rating.

Borrowings under the Credit Agreement are prepayable at the Company’s option at any time in whole or in part without premium or penalty. Term Loans may not be reborrowed once repaid. Amounts borrowed under the Revolving Credit Facility may be repaid and reborrowed from time to time prior to the maturity date of the Revolving Credit Facility.

The Credit Agreement requires Ralliant to maintain a Consolidated Net Leverage Ratio, as defined by the Credit Agreement, of 3.50 to 1.00 or less; provided that, not more than two times after the Closing Date of the Credit Agreement, the maximum Consolidated Net Leverage Ratio may be increased to 4.00 to 1.00 in connection with any permitted acquisition by Ralliant occurring after the Closing Date with aggregate consideration (including, without duplication, the assumption or incurrence of indebtedness in connection with such acquisition) equal to or in excess of \$100.0 million, which such increase shall be applicable for the fiscal quarter in which such acquisition is consummated and the three consecutive quarters thereafter; provided that, there shall be at least one full fiscal quarter following the cessation of each such increase during which no such increase shall then be in effect. The Consolidated Net Leverage Ratio is calculated at the end of each fiscal quarter commencing with the fiscal quarter ending September 26, 2025.

The Term Loans contain customary covenants. None of these covenants are considered restrictive to Ralliant’s operations and as of September 26, 2025, Ralliant was in compliance with all of the covenants.

NOTE 6. ACCUMULATED OTHER COMPREHENSIVE INCOME

Foreign currency translation adjustments are generally not adjusted for income taxes as they relate to indefinite investments in non-U.S. subsidiaries.

The changes in Accumulated Other Comprehensive Income (Loss) (“AOCI”) by component are summarized below:

	Foreign currency translation adjustments	Pension & post- retirement plan benefit adjustments ^(a)	Total
For the Three Months Ended September 26, 2025:			
Balance, June 27, 2025	\$ (221.4)	\$ (16.2)	\$ (237.6)
Other comprehensive income before reclassifications:			
Decrease	(12.0)	—	(12.0)
Income tax impact	(0.2)	—	(0.2)
Other comprehensive loss before reclassifications, net of income tax expense	(12.2)	—	(12.2)
Amounts reclassified from AOCI into income:			
Increase	—	0.2 ^(b)	0.2
Income tax impact	—	(0.1)	(0.1)
Amounts reclassified from AOCI into income, net of income tax expense	—	0.1	0.1
Net current period other comprehensive (loss) income	(12.2)	0.1	(12.1)
Balance, September 26, 2025	<u>\$ (233.6)</u>	<u>\$ (16.1)</u>	<u>\$ (249.7)</u>
For the Three Months Ended September 27, 2024:			
Balance, June 28, 2024	\$ (398.8)	\$ (14.6)	\$ (413.4)
Other comprehensive income before reclassifications:			
Increase	78.7	—	78.7
Income tax impact	—	—	—
Other comprehensive income before reclassifications, net of income tax expense	78.7	—	78.7
Amounts reclassified from AOCI into income:			
Increase	—	0.2 ^(b)	0.2
Income tax impact	—	—	—
Amounts reclassified from AOCI into income, net of income tax expense	—	0.2	0.2
Net current period other comprehensive income	78.7	0.2	78.9
Balance, September 27, 2024	<u>\$ (320.1)</u>	<u>\$ (14.4)</u>	<u>\$ (334.5)</u>

(a) Includes balances relating to defined benefit plans, supplemental executive retirement plans, and other postretirement employee benefit plans.

(b) This component of AOCI is included in the computation of net periodic pension cost (refer to Note 9 in the Company’s Notes to the Combined Financial Statements included in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025 for additional details).

	Foreign currency translation adjustments	Pension & post- retirement plan benefit adjustments (a)	Total
For the Nine Months Ended September 26, 2025:			
Balance, December 31, 2024	\$ (474.5)	\$ (16.8)	\$ (491.3)
Other comprehensive income before reclassifications:			
Increase	266.1	—	266.1
Income tax impact	(25.2)	—	(25.2)
Other comprehensive income before reclassifications, net of income tax expense	240.9	—	240.9
Amounts reclassified from AOCI into income:			
Increase	—	0.9 ^(b)	0.9
Income tax impact	—	(0.2)	(0.2)
Amounts reclassified from AOCI into income, net of income tax expense	—	0.7	0.7
Net current period other comprehensive income	240.9	0.7	241.6
Balance, September 26, 2025	<u>\$ (233.6)</u>	<u>\$ (16.1)</u>	<u>\$ (249.7)</u>
For the Nine Months Ended September 27, 2024:			
Balance, December 31, 2023	\$ (338.4)	\$ (14.8)	\$ (353.2)
Other comprehensive loss before reclassifications:			
Increase	12.6	—	12.6
Income tax impact	(1.3)	—	(1.3)
Other comprehensive income before reclassifications, net of income tax expense	11.3	—	11.3
Amounts reclassified from AOCI into income:			
Increase	7.0 ^(c)	0.5 ^(b)	7.5
Income tax impact	—	(0.1)	(0.1)
Amounts reclassified from AOCI into income, net of income tax expense	7.0	0.4	7.4
Net current period other comprehensive income	18.3	0.4	18.7
Balance, September 27, 2024	<u>\$ (320.1)</u>	<u>\$ (14.4)</u>	<u>\$ (334.5)</u>

(a) Includes balances relating to defined benefit plans, supplemental executive retirement plans, and other postretirement employee benefit plans.

(b) This component of AOCI is included in the computation of net periodic pension cost (refer to Note 9 in the Company's Notes to the Combined Financial Statements included in the Company's Information Statement filed as an exhibit to the Company's Form 10-12B/A on May 28, 2025 for additional details).

(c) This amount relates to the cumulative translation adjustment recognized in earnings upon the Invetech Divestiture. Refer to Note 2 for additional details.

NOTE 7. SALES

Ralliant derives revenue primarily from the sale of products, with additional revenue from the sale of services. Revenue is recognized when control of promised products or services is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products or services.

Product sales include revenue from the sale of products and equipment. Service sales include revenues from extended warranties, maintenance contracts or services, and services related to previously sold products.

Contract Liabilities — The Company's contract liabilities consist of deferred revenue generally related to customer deposits received in advance of performance under the contract, extended warranty sales, and product maintenance agreements, where the Company generally receives up-front payment and recognizes revenue over the service or support term. The Company classifies deferred revenue as current or noncurrent based on the timing of when it expects to recognize revenue. The noncurrent portion of deferred revenue is recorded within Other long-term liabilities in the accompanying Consolidated and Combined Condensed Balance Sheets.

The Company's contract liabilities consisted of the following:

	September 26, 2025	December 31, 2024
Deferred revenue - current	\$ 165.1	\$ 143.1
Deferred revenue - noncurrent	39.8	35.8
Total contract liabilities	<u>\$ 204.9</u>	<u>\$ 178.9</u>

In the three and nine months ended September 26, 2025, the Company recognized \$21.8 million and \$77.6 million, respectively, of revenue related to its contract liabilities at December 31, 2024. The change in the Company's contract liabilities from December 31, 2024 to September 26, 2025 was primarily due to revenue recognized as products were delivered to customers.

Remaining Performance Obligations — Ralliant's remaining performance obligations represent the transaction price of firm, non-cancelable orders, for which work has not yet been performed. The Company has excluded performance obligations with an original expected duration of one year or less from the amounts below.

The aggregate remaining performance obligations by segment were:

	September 26, 2025
Test and Measurement	\$ 59.5
Sensors and Safety Systems	5.9
Total remaining performance obligations	<u>\$ 65.4</u>

The majority of remaining performance obligations are related to service and support contracts, which the Company expects to fulfill approximately 60% within the next two years, approximately 80% within the next three years, and substantially all within four years.

Disaggregation of Revenue

The Company disaggregates revenue from contracts with customers by geographic locations and end markets for each of its segments as the Company believes it best depicts how the nature, amount, timing, and uncertainty of its revenue and cash flows are affected by economic factors. As of the three and nine months ended September 26, 2025 and September 27, 2024, no other country had material sales.

Disaggregation of revenue for the three months ended September 26, 2025 was:

	Total	Test and Measurement	Sensors and Safety Systems
Geographic:			
United States	\$ 283.6	\$ 76.8	\$ 206.8
China	71.2	40.6	30.6
Western Europe	70.2	33.8	36.4
All other	104.1	51.9	52.2
Total	<u>\$ 529.1</u>	<u>\$ 203.1</u>	<u>\$ 326.0</u>
End markets:			
Diversified electronics	\$ 91.0	\$ 91.0	\$ —
Communications	60.7	60.7	—
Semiconductors	51.4	51.4	—
Industrial manufacturing	111.1	—	111.1
Defense and space	93.6	—	93.6
Utilities	76.9	—	76.9
Other	44.4	—	44.4
Total	<u>\$ 529.1</u>	<u>\$ 203.1</u>	<u>\$ 326.0</u>

Disaggregation of revenue for the three months ended September 27, 2024 was:

	Total	Test and Measurement	Sensors and Safety Systems
Geographic:			
United States	\$ 274.5	\$ 90.9	\$ 183.6
China	75.5	50.6	24.9
Western Europe	74.8	39.9	34.9
All other	106.9	55.2	51.7
Total	<u>\$ 531.7</u>	<u>\$ 236.6</u>	<u>\$ 295.1</u>
End markets:			
Diversified electronics	\$ 106.4	\$ 106.4	\$ —
Communications	84.9	84.9	—
Semiconductors	45.3	45.3	—
Industrial manufacturing	102.2	—	102.2
Defense and space	79.3	—	79.3
Utilities	69.1	—	69.1
Other	44.5	—	44.5
Total	<u>\$ 531.7</u>	<u>\$ 236.6</u>	<u>\$ 295.1</u>

Disaggregation of revenue for the nine months ended September 26, 2025 was:

	Total	Test and Measurement	Sensors and Safety Systems
Geographic:			
United States	\$ 788.3	\$ 210.1	\$ 578.2
China	228.6	137.0	91.6
Western Europe	197.4	91.6	105.8
All other	300.0	145.4	154.6
Total	<u>\$ 1,514.3</u>	<u>\$ 584.1</u>	<u>\$ 930.2</u>
End markets:			
Diversified electronics	\$ 284.0	\$ 284.0	\$ —
Communications	171.6	171.6	—
Semiconductors	128.5	128.5	—
Industrial manufacturing	316.6	—	316.6
Defense and space	255.2	—	255.2
Utilities	226.0	—	226.0
Other	132.4	—	132.4
Total	<u>\$ 1,514.3</u>	<u>\$ 584.1</u>	<u>\$ 930.2</u>

Disaggregation of revenue for the nine months ended September 27, 2024 was:

	Total	Test and Measurement	Sensors and Safety Systems
Geographic:			
United States	\$ 814.7	\$ 246.7	\$ 568.0
China	243.9	164.3	79.6
Western Europe	246.3	138.5	107.8
All other	301.7	157.7	144.0
Total	<u>\$ 1,606.6</u>	<u>\$ 707.2</u>	<u>\$ 899.4</u>
End markets:			
Diversified electronics	\$ 360.2	\$ 360.2	\$ —
Communications	210.5	210.5	—
Semiconductors	136.5	136.5	—
Industrial manufacturing	306.3	—	306.3
Defense and space	244.9	—	244.9
Utilities	197.6	—	197.6
Other	150.6	—	150.6
Total	<u>\$ 1,606.6</u>	<u>\$ 707.2</u>	<u>\$ 899.4</u>

NOTE 8. INCOME TAXES

Ralliant’s effective tax rates were (13.4)% and 9.6% for the three and nine months ended September 26, 2025, respectively, compared with 18.0% and 17.8% for the three and nine months ended September 27, 2024, respectively. The decrease in the effective tax rate for the three months ended September 26, 2025 compared with the three months ended September 27, 2024 was primarily attributable to the enactment of the German corporate tax rate change and its impact on deferred taxes, as well as the effects of various tax credits and deductions provided by law, including those associated with state income taxes, and changes in the Company’s uncertain tax position reserves. The decrease in the effective tax rate for the nine months ended September 26, 2025 compared with nine months ended September 27, 2024 was primarily attributable to the impact of the German corporate tax rate change on deferred taxes.

Ralliant’s effective tax rate for the three and nine months ended September 26, 2025 differs from the U.S. federal statutory rate of 21% due primarily to the impact of tax rate changes and credits and deductions provided by law.

NOTE 9. STOCK-BASED COMPENSATION

Prior to the Separation, Ralliant had no stock-based compensation plans; however, certain of its employee were eligible to participate in Fortive’s 2016 Stock Incentive Plan (the “Fortive Stock Plan”) which provided grants of stock appreciation rights, restricted stock units (“RSUs”) and performance stock units (“PSUs”) (collectively, “Stock Awards”), stock options, or any other stock-based awards. All grants of stock options and Stock Awards prior to separation were made under the Fortive Stock Plan. For a full description of Fortive’s stock-based compensation programs in which certain Ralliant employees participate, reference is made to Note 13 of the Combined Financial Statements in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025.

In connection with the Separation, the Company established the Ralliant Corporation 2025 Stock Incentive Plan (the “Ralliant Stock Plan”). The outstanding equity awards of Fortive held by Ralliant employees were replaced with awards of Ralliant common stock under the Ralliant Stock Plan using a conversion factor using Fortive’s pre-spin close price and Ralliant’s the three-day volume-weighted average price as of July 2, 2025. The three-day volume-weighted average price was used to maintain the economic value before and after the Separation date using the ratio of the Ralliant common stock fair market value relative to the Fortive common stock fair market value prior to the Separation. Ralliant issued 3.8 million shares from the conversion of the Fortive equity awards. The terms of the equity awards, such as the award period, exercisability, and vesting schedule, as applicable, generally remained unchanged. For the three months ended September 26, 2025, the incremental stock-based compensation expense recorded as a result of this equity award conversion was \$22.4 million pretax, and \$4.1 million income tax benefit.

Post Separation and under the Ralliant Stock Plan, the Company granted the following RSUs and Stock Options during the three months ended September 26, 2025:

	Three Months Ended
Time-based RSUs:	
Number of awards	312,276
Weighted-average fair value	\$ 43.6
Stock Options:	
Number of awards	221,805
Weighted-average fair value	\$ 19.1

As of September 26, 2025, 7.7 million shares of common stock were reserved for issuance under the Ralliant Stock Plan.

The fair value of RSUs was calculated using the closing price of Ralliant common stock on the date of grant. RSUs are adjusted for the impact of RSUs not having dividend rights prior to vesting. The fair value of the stock options granted was calculated using a Black-Scholes Merton (“Black-Scholes”) option pricing model. Ralliant recognizes compensation expense for these awards over the requisite service period (which is generally the vesting period but may be shorter than the vesting period, for example, if the employee becomes retirement eligible before the end of the vesting period), and estimates pre-vesting forfeitures at the time of grant by analyzing historical data, and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. Ultimately, the total expense recognized over the vesting period will equal the grant date fair value of awards that actually vest.

The fair value of each option granted during the three months ended September 26, 2025 was estimated on the date of grant by applying the Black-Scholes option-pricing valuation model.

	Three Months Ended		
	2025	2024	2023
Risk-free interest rate	4.0%	—	4.1%
Expected term	5.9 years	—	6.8 years
Expected volatility	39.9%	—	40.3%
Expected dividend yield	0.4%		

- (1) The risk-free interest rate is based on the yield in effect at grant for zero-coupon U.S. Treasury notes with maturities equivalent to the expected term of the stock options.
- (2) The expected term represents the period of time options granted are expected to be outstanding. Expected term is the midpoint of the average time to vest.
- (3) Expected volatility is the measure of the amount by which the stock price has fluctuated or is expected to fluctuate. As the Company does not have sufficient historical data, peer volatility was used instead, which was calculated using an average of the expected term-matching lookback volatilities of peer companies as of the grant date.
- (4) The expected dividend yield is calculated using a \$0.05 estimated quarterly dividend and the average stock price of Ralliant over its trading history as of the grant date, annualized and continuously compounded.

Stock-based compensation has been recognized as a component of Selling, general and administrative expenses in the Consolidated and Combined Condensed Statements of Earnings based on the portion of the awards that are ultimately expected to vest.

The following summarizes the components of the Company's stock-based compensation expense:

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Stock Awards:				
Pretax compensation expense	\$ 13.3	\$ 4.2	\$ 24.7	\$ 12.4
Income tax benefit	(2.4)	(0.7)	(4.4)	(2.1)
Stock Award expense, net of income taxes	10.9	3.5	20.3	10.3
Stock options:				
Pretax compensation expense	18.0	1.8	21.2	5.3
Income tax benefit	(3.1)	(0.3)	(3.6)	(0.9)
Stock option expense, net of income taxes	14.9	1.5	17.6	4.4
Total stock-based compensation:				
Pretax compensation expense	31.3	6.0	45.9	17.7
Income tax benefit	(5.5)	(1.0)	(8.0)	(3.0)
Total stock-based compensation expense, net of income taxes	\$ 25.8	\$ 5.0	\$ 37.9	\$ 14.7

The following summarizes the unrecognized stock-based compensation expense for the Stock Awards and stock options as of September 26, 2025. This stock-based compensation expense is expected to be recognized over a weighted-average period of approximately two years, representing the remaining service period related to the awards. Future stock-based compensation amounts will be adjusted for any changes in estimated forfeitures.

	September 26, 2025
Stock Awards	\$ 10.9
Stock options	42.4
Total unrecognized compensation cost	\$ 53.3

NOTE 10. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

Ralliant is, from time to time, subject to a variety of litigation and other proceedings incidental to Ralliant's business, including lawsuits involving claims for damages arising out of the use of the Company's products and services, claims relating to intellectual property matters, employment matters, commercial disputes, and personal injury as well as regulatory investigations or enforcement. Ralliant may also become subject to lawsuits as a result of past or future acquisitions or as a result of liabilities retained from, or representations, warranties, or indemnities provided in connection with divested businesses. Some of these lawsuits may include claims for punitive and consequential as well as compensatory damages. Based upon Ralliant's experience, current information and applicable law, Ralliant does not believe that these proceedings and claims will have a material adverse effect on Ralliant's financial position, results of operations, or cash flows. There have been no material changes to the disclosures in Note 12 of the Notes to the Combined Financial Statements included in the Company's Information Statement filed as an exhibit to the Company's Form 10-12B/A on May 28, 2025.

Warranty Costs

The Company generally accrues estimated warranty costs at the time of sale. In general, manufactured products are warranted against defects in material and workmanship when properly used for their intended purpose, installed correctly, and appropriately maintained. Warranty period terms depend on the nature of the product and range from 90 days up to the life of the product. The amount of the accrued warranty liability is determined based on historical information such as past experience, product failure rates or number of units repaired, estimated cost of material and labor, and, in certain instances, estimated property damage. The accrued warranty liability is reviewed on a quarterly basis and may be adjusted as additional information regarding expected warranty costs becomes known. During the three and nine months ended September 26, 2025 and September 27, 2024, warranty related activity was immaterial.

Leases

Operating lease costs for each period are presented as follows:

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Operating lease costs	\$ 5.1	\$ 3.9	\$ 15.3	\$ 12.2

Supplemental balance sheet and cash flow information related to operating leases for each period is presented as follows:

	September 26, 2025	December 31, 2024
Right-of-use ("ROU") assets ^(a)	\$ 70.1	\$ 72.4
Operating lease liabilities ^(b)	\$ 71.8	\$ 71.7

^(a) ROU assets are recorded in the Consolidated and Combined Condensed Balance Sheets within Other assets.

^(b) Operating lease liabilities are recorded in the Consolidated and Combined Condensed Balance Sheets within Accrued expenses and other current liabilities, and Other long-term liabilities.

	Nine Months Ended	
	September 26, 2025	September 27, 2024
Cash paid for operating leases	\$ 13.0	\$ 10.8
ROU assets obtained in exchange for operating lease obligations	\$ 4.1	\$ 27.1

The Company has entered into a 10-year lease agreement for its corporate headquarters that has not yet commenced as of September 26, 2025. The estimated average annual lease payments under this agreement are \$1.3 million.

NOTE 11. CAPITAL STOCK AND NET EARNINGS PER SHARE

Capital Stock

Under Ralliant's amended and restated certificate of incorporation, as of June 27, 2025, Ralliant's authorized capital stock consists of 1,300.0 million common shares with par value \$0.01 per share and 10.0 million preferred shares with par value \$0.01 per share. On June 27, 2025, the 100 shares of Ralliant common stock held by Fortive were recapitalized into 112.7 million shares of Ralliant common stock held by Fortive. On June 28, 2025, Fortive distributed all of Ralliant's issued and outstanding common stock to Fortive's stockholders on a pro rata basis as discussed in Note 1. No preferred shares were issued or outstanding on September 26, 2025. Each share of Ralliant common stock entitled the holder to one vote on all matters to be voted upon by common stockholders. Ralliant's Board of Directors (the "Board") is authorized to issue shares of preferred stock in one or more series and has discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock. The Board's authority 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, could potentially discourage attempts by third parties to obtain control of Ralliant through certain types of takeover practices. For additional information, see "Description of Capital Stock" in the Company's Information Statement filed as an exhibit to the Company's Form 10-12B/A on May 28, 2025.

Net Earnings per Common Share

Basic net earnings per share ("EPS") is calculated by dividing net earnings attributable to common stockholders by the weighted average number of shares of common stock outstanding for the applicable period. Diluted EPS is similarly calculated, except that the calculation includes the dilutive effect of the assumed issuance of shares under stock-based compensation plans under the treasury stock method, except where the inclusion of such shares would have an anti-dilutive impact. Anti-dilutive options excluded from the diluted EPS calculation for the three and nine months ended September 26, 2025 were 1.5 million and 1.2 million, respectively. For the three and nine months ended September 27, 2024, there were no anti-dilutive options.

Information related to the calculation of net earnings per share of common stock is summarized as follows:

	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Numerator				
Net earnings	\$ 39.9	\$ 90.9	\$ 151.4	\$ 271.9
Denominator				
Weighted average common shares outstanding used in basic earnings per share	112.8	112.7	112.8	112.7
Incremental common shares from:				
Assumed exercise of dilutive options and vesting of dilutive Stock Awards	0.6	—	0.5	—
Weighted average common shares outstanding used in diluted earnings per share	113.4	112.7	113.3	112.7
Net earnings per common share - Basic	\$ 0.35	\$ 0.81	\$ 1.34	\$ 2.41
Net earnings per common share - Diluted	\$ 0.35	\$ 0.81	\$ 1.34	\$ 2.41

In the third quarter of 2025, the quarterly dividend paid on common stock was \$0.05 per share.

Share Repurchase Authorization

On June 28, 2025, the Company's Board of Directors approved a share repurchase authorization of up to \$200.0 million of the Company's common stock. The timing and amount of share repurchases will be determined by the Company based on its evaluation of market conditions and other factors. The share repurchase authorization has no expiration date, does not obligate the Company to acquire any particular amount of shares, and may be suspended or discontinued at any time. The share repurchase authorization is consistent with the Company's capital allocation strategy to prioritize returning capital to shareholders. As of September 26, 2025, there have been no repurchases under the Share Repurchase Authorization.

NOTE 12. SEGMENT INFORMATION

Ralliant reports its results in two reportable segments that are also its two operating segments, consisting of Test and Measurement and Sensors and Safety Systems. Ralliant's operating segments were determined based primarily on how the chief operating decision maker ("CODM") views and evaluates the Company's operations and identification of segment managers. Other factors including products and services, end markets served, and business cycle were also considered in determining the formation of operating segments. The Company's CODM is the chief executive officer.

The CODM uses operating profit at the segment level as the measure of profitability to assess performance and allocate resources, including merger and acquisition targets. The CODM also compares the actual results to expectations in assessing the performance of the segments. Operating profit represents total revenue less cost of sales and operating expenses. Operating expenses generally include selling, general, and administrative expenses, and research and development expenses. Depreciation expense is recorded within both Cost of sales and Selling, general, and administrative expenses. Amortization expense is recorded within Selling, general, and administrative expenses. The identifiable assets by segment are those used in each segment's operations. Inter-segment amounts are not significant and are eliminated in the combined totals. Unallocated costs and other costs are not considered part of the Company's evaluation of reportable segment operating performance.

The Test and Measurement segment provides precision test and measurement instruments, systems, software, and services. Through its portfolio of industry leading solutions, including oscilloscopes, probes, source measuring units, semiconductor test systems, high-power bi-directional power supplies, and measurement analysis software packages, the Test and Measurement segment empowers scientists, engineers, and technicians to create and realize technological advances with greater efficiency, speed, and accuracy.

The Sensors and Safety Systems segment provides leading power grid monitoring solutions, safety systems for mission critical aero, defense, and space applications, and sensing solutions for critical environments where uptime, precision, and reliability are essential. This includes advanced monitoring, protection, and diagnostic solutions for high-voltage electrical assets in power generation, transmission, and distribution. Sensors and Safety Systems' energetic materials, ignition safety systems, and precision pyrotechnic devices are used in mission-critical applications such as satellite deployment, rocket propulsion initiation, aerial vehicle safety systems, and military defense systems. The Sensors and Safety Systems segment also provides premium sensing products encompassing liquid level, flow, and pressure sensors, motion sensors and components, and hygienic sensors.

Segment results for the three months ended September 26, 2025 were:

	Total	Test and Measurement	Sensors and Safety Systems	Unallocated Corporate Costs and Other ^(a)
Sales	\$ 529.1	\$ 203.1	\$ 326.0	\$ —
Cost of sales	(260.5)	(89.5)	(171.0)	—
Operating expenses	(216.6)	(115.3)	(64.9)	(36.4)
Operating profit (loss)	52.0	(1.7)	90.1	(36.4)
Non-operating income (expense), net				
Interest (expense) income, net	(16.3)	(0.4)	0.8	(16.7)
Other non-operating expenses, net	(0.5)	—	—	(0.5)
Earnings (loss) before income taxes	\$ 35.2	\$ (2.1)	\$ 90.9	\$ (53.6)
Depreciation and amortization expenses	\$ (30.0)	\$ (26.2)	\$ (3.4)	\$ (0.4)
Capital expenditures	\$ (12.0)	\$ (1.0)	\$ (4.5)	\$ (6.5)

^(a) Amounts primarily related to the stock-based compensation modification and standalone public company costs.

Segment results for the three months ended September 27, 2024 were:

	Total	Test and Measurement	Sensors and Safety Systems	Unallocated Corporate Costs and Other
Sales	\$ 531.7	\$ 236.6	\$ 295.1	\$ —
Cost of sales	(251.9)	(93.5)	(158.4)	—
Operating expenses	(168.6)	(113.8)	(54.7)	(0.1)
Operating profit (loss)	111.2	29.3	82.0	(0.1)
Non-operating expense, net				
Other non-operating (expenses) income, net	(0.3)	(0.2)	(0.2)	0.1
Earnings before income taxes	\$ 110.9	\$ 29.1	\$ 81.8	\$ —
Depreciation and amortization expenses	\$ (28.1)	\$ (24.5)	\$ (3.6)	\$ —
Capital expenditures	\$ (6.1)	\$ (3.3)	\$ (2.8)	\$ —

Segment results for the nine months ended September 26, 2025 were:

	Total	Test and Measurement	Sensors and Safety Systems	Unallocated Corporate Costs and Other ^(a)
Sales	\$ 1,514.3	\$ 584.1	\$ 930.2	\$ —
Cost of sales	(753.9)	(265.7)	(488.2)	—
Operating expenses	(575.6)	(346.3)	(185.3)	(44.0)
Operating profit (loss)	184.8	(27.9)	256.7	(44.0)
Non-operating expense, net				
Interest (expense) income, net	(16.3)	(0.4)	0.8	(16.7)
Other non-operating expenses, net	(1.1)	(0.2)	(0.4)	(0.5)
Earnings (loss) before income taxes	\$ 167.4	\$ (28.5)	\$ 257.1	\$ (61.2)
Depreciation and amortization expenses	\$ (85.5)	\$ (74.8)	\$ (10.3)	\$ (0.4)
Capital expenditures	\$ (29.2)	\$ (11.0)	\$ (11.7)	\$ (6.5)

(a) Amounts primarily related to the stock-based compensation modification and standalone public company costs.

Segment results for the nine months ended September 27, 2024 were:

	Total	Test and Measurement	Sensors and Safety Systems	Unallocated Corporate Costs and Other
Sales	\$ 1,606.6	\$ 707.2	\$ 899.4	\$ —
Cost of sales	(776.2)	(288.1)	(488.1)	—
Operating expenses	(536.0)	(370.6)	(165.4)	—
Gain from sale of property ^(a)	63.1	63.1	—	—
Operating profit	357.5	111.6	245.9	—
Non-operating expense, net				
Loss from divestiture	(25.6)	—	(25.6)	—
Other non-operating (expenses) income, net	(1.0)	(0.5)	(0.6)	0.1
Earnings before income taxes	\$ 330.9	\$ 111.1	\$ 219.7	\$ 0.1
Depreciation and amortization expenses	\$ (86.3)	\$ (75.1)	\$ (11.2)	\$ —
Capital expenditures	\$ (19.8)	\$ (12.0)	\$ (7.8)	\$ —

(a) Refer to Note 1 for further detail on Gain on sale of property.

Segment Assets:

	September 26, 2025	December 31, 2024
Test and measurement	\$ 3,633.7	\$ 3,447.7
Sensors and safety systems	1,402.8	1,256.7
Total segment assets	5,036.5	4,704.4
Other ^(a)	228.6	15.0
Total assets	\$ 5,265.1	\$ 4,719.4

^(a) Other represents corporate assets which consist primarily of net deferred income tax assets.

NOTE 13. RELATED-PARTY TRANSACTIONS

In connection with the Separation, on June 27, 2025, Fortive and Ralliant entered into a Separation and Distribution Agreement as well as various other related agreements (collectively the “Agreements”) that govern the Separation and the relationships between Fortive and Ralliant going forward, including an employee matters agreement, a tax matters agreement, a transition services agreement, an intellectual property matters agreement, a Fortive Business System (“FBS”) license agreement, and a Fort Solutions license agreement. The Agreements provide for the allocation of assets, employees, liabilities, and obligations (including investments, property, employee benefits, and tax-related assets and liabilities) between Fortive and Ralliant attributable to periods prior to, at, and after the Separation and govern certain relationships between Fortive and Ralliant after the Separation. Such Agreements are described further in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025.

Revenue and Other Transactions Entered into in the Ordinary Course of Business

Certain of Ralliant’s revenue transactions related to contracts entered into in the ordinary course of business with Fortive and its affiliates. Ralliant’s sales to and purchases from Fortive were not material during the three and nine months ended September 26, 2025 and September 27, 2024.

Tax Matters Agreement

In connection with the Separation, the Company entered into the Tax Matters Agreement with Fortive, that governs the parties’ respective rights, responsibilities and obligations with respect to taxes, including responsibility for tax liabilities, entitlement to tax refunds and other tax benefits, allocation of tax attributes, preparation and filing of tax returns, control of audits and other tax proceedings and other matters relating to taxes. Pursuant to the terms of the Tax Matters Agreement, Ralliant will reimburse Fortive or pay taxing authorities directly for an amount contractually agreed with Fortive of approximately \$51.0 million for certain tax transaction costs recognized upon Separation. Of the approximately \$51.0 million tax transaction costs, \$16.0 million was paid in the three months ended September 26, 2025 and \$35.0 million was accrued as payable to Fortive as of September 26, 2025, of which \$25.9 million was subsequently paid on September 29, 2025. The \$51.0 million tax transactions costs, were recognized in the three months ended September 26, 2025 and were recorded as an offset to Additional paid-in capital as the items represent a settlement with the Former Parent in accordance with the Tax Matters Agreement.

Separation and Distribution Agreement - Cash Adjustment

Pursuant to the terms of the Separation and Distribution Agreement, the Company was subject to cash adjustment provisions, with payment of such adjustments to be made within five business days of the determination of the applicable final cash balance. Pursuant to the adjustment provisions, Ralliant’s aggregate cash balance at the time of the Separation, excluding any cash in certain restricted jurisdictions, was determined to have been greater than the reference cash balance of \$150 million, and therefore, Ralliant was obligated to pay Fortive the excess. Subsequent to the Separation, Fortive notified Ralliant the aggregate cash balance exceeded such reference cash balance by approximately \$41 million and Ralliant paid Fortive in accordance with the terms of the Separation and Distribution Agreement in the three months ended September 26, 2025. The offset to the cash reimbursement was a reduction to Additional paid-in capital resulting from the cash settlement with the Former Parent.

Transition Services Agreement

In connection with the Separation, the Company entered into the Transition Services Agreement with Fortive, pursuant to which Fortive and the Company will provide to each other certain specified services on a temporary basis, including various information technology, financial, and administrative services. The cost of these services are negotiated between the Company and Fortive as set forth in the Transition Services Agreement and were immaterial during the three and nine months ended September 26, 2025.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Ralliant Corporation (“Ralliant”, the “Company”, “its”, or “their”) is a global technology company with businesses that design, develop, manufacture, and service precision instruments and highly engineered products. The Company empowers engineers with precision technologies essential for breakthrough innovation in an electrified and digital world, enabling its customers to bring advanced technologies to market faster and more efficiently. Its strategic segments – Test and Measurement and Sensors and Safety Systems – include well-known brands with prominent positions across a range of attractive end markets. On May 27, 2025, the Board of Directors of Fortive Corporation (“Fortive” or the “Former Parent”) approved the separation of Fortive’s Precision Technologies (“PT”) operating segment through the pro rata distribution of all of the issued and outstanding common stock of Ralliant to Fortive’s stockholders (the “Separation”), which was completed on June 28, 2025.

This Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) is designed to provide a reader of the financial statements with a narrative from the perspective of management. The following discussion should be read in conjunction with the MD&A and combined financial statements included in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025. This MD&A is divided into six sections:

- Information Relating to Forward-Looking Statements
- Basis of Presentation
- Overview
- Results of Operations
- Liquidity and Capital Resources
- Critical Accounting Estimates

BASIS OF PRESENTATION

The accompanying consolidated and combined condensed financial statements present the historical financial position, results of operations, changes in equity and cash flows of the Company in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for the preparation of carved-out combined condensed financial statements.

The Company has historically operated as part of Fortive’s Precision Technologies segment and not as a stand-alone company. The financial statements as of June 27, 2025 or earlier have been derived from Fortive’s historical accounting records and are presented on a carve-out basis. All revenues and costs, as well as assets and liabilities, directly associated with the business activity of the Company are included as a component of the financial statements. Those historical financial statements also included allocations of certain general, administrative, and sales and marketing expenses from Fortive’s corporate office and from other Fortive businesses to the Company. The allocations were determined on a reasonable basis for the applicable periods; however, the amounts were not necessarily representative of the amounts that would have been reflected in the financial statements had the Company been an entity that operated independently of Fortive.

Prior to the Separation, the Company was dependent upon Fortive for all of its working capital and financing requirements as Fortive uses a centralized approach to cash management and financing of its operations. Because the Company was part of Fortive for the three and nine months ended September 27, 2024, only cash, cash equivalents, and borrowings clearly associated with Ralliant and related to the Separation, including the financing transactions described in the “Liquidity and Capital Resources” section, have been included in these Consolidated and Combined Condensed Financial Statements. Other financial transactions relating to the business operations of the Company during the period were accounted for through the Net Former Parent investment account of the Company.

The Company’s business consists of two segments: Test and Measurement and Sensors and Safety Systems. For additional details regarding these operations, refer to Note 12 titled “Segment Information” in the Notes to the Consolidated and Combined Condensed Financial Statements.

Segment Realignment and Divestiture

In January 2024, Fortive realigned Invetech from the Advanced Healthcare Solutions segment to the PT segment. In June 2024, Fortive divested and transferred ownership of Invetech, excluding the Dover Motion Business, to Invetech’s management team (the “Invetech Divestiture”). As a result of the Invetech Divestiture, in the three months ended September 27, 2024, Ralliant recorded a net realized loss of \$25.6 million, which is identified as “Loss from divestiture” in the Consolidated and Combined Condensed Statements of Earnings. The Invetech Divestiture did not represent a strategic shift with a major effect on the Ralliant’s operations and financial results, and therefore the divested businesses are not reported as discontinued operations.

INFORMATION RELATING TO FORWARD-LOOKING STATEMENTS

Certain statements included in this Quarterly Report on Form 10-Q, are “forward-looking statements” within the meaning of the U.S. federal securities laws. All statements other than historical factual information are forward-looking statements, including, without limitation, statements regarding: future financial performance and results, tax rates, tax provisions, cash flows, pension and benefit obligations and funding requirements, the Company’s liquidity position or other financial measures; management’s plans and strategies for future operations, including statements relating to anticipated operating performance, cost reductions, restructuring activities, new product and service developments, competitive strengths or market position, acquisitions, divestitures, strategic opportunities, securities offerings, stock repurchases, dividends and executive compensation; the effects of the Separation on the Company; growth, declines and other trends in markets the Company sells into, including the expected impact of trade and tariff policies; changes in government contracting requirements, and reductions in federal spending; new or modified laws, regulations and accounting pronouncements; impact of climate-related events or transition activities; outstanding claims, legal proceedings, tax audits and assessments and other contingent liabilities; foreign currency exchange rates and fluctuations in those rates; impact of changes to tax laws; general economic and capital markets conditions, including expected impact of inflation or interest rate changes; impact of geopolitical events and other hostilities; the timing of any of the foregoing; assumptions underlying any of the foregoing; and any other statements that address events or developments that the Company intends or believes will or may occur in the future. Terminology such as “believe,” “anticipate,” “will,” “should,” “could,” “intend,” “plan,” “expect,” “estimate,” “project,” “target,” “may,” “possible,” “potential,” “forecast,” “outlook,” and “positioned” and similar references to future periods are intended to identify forward-looking statements, although not all forward-looking statements are accompanied by such words. Forward-looking statements are based on assumptions and assessments made by management of the Company in light of its experience and perceptions of historical trends, current conditions, expected future developments, and other factors they believe to be appropriate. These forward-looking statements are subject to a number of risks and uncertainties, including but not limited to the risks and uncertainties set forth under “Cautionary Statement Concerning Forward-Looking Statements,” “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025.

Forward-looking statements are not guarantees of future performance and actual results may differ materially from the results, developments and business decisions contemplated by the Company’s forward-looking statements. Accordingly, you should not place undue reliance on any such forward-looking statements. Forward-looking statements speak only as of the date of the document or other communication in which they are made (or such earlier date as may be specified in such statement). Ralliant assumes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise.

See “Risk Factors”, “Cautionary Statement Concerning Forward-Looking Statements” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025 and “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Quarterly Report on Form 10-Q for further discussion regarding reasons that actual results may differ materially from the results, developments, and business decisions contemplated by the forward-looking statements.

OVERVIEW

General

Ralliant is a global technology company with businesses that design, develop, manufacture, and service precision instruments and highly engineered products. The Company empowers engineers with precision technologies essential for breakthrough innovation in an electrified and digital world, enabling its customers to bring advanced technologies to market faster and more efficiently. Its strategic segments – Test and Measurement and Sensors and Safety Systems – include well-known brands with prominent positions across a range of attractive end markets. The Company is headquartered in Raleigh, North Carolina, and has a global team of approximately 7,000 employees with solutions which are used in more than 90 countries by over 90,000 customers.

Ralliant is a multinational business with global operations, of which 47.9% and 49.3% of its sales were derived from customers outside the United States, as of the nine months ended September 26, 2025 and September 27, 2024, respectively.

As a company with global operations, Ralliant’s businesses are affected by worldwide, regional, and industry-specific economic and political factors. Its geographic and industry diversity, as well as broad product and service offerings, typically limits the impact of any single industry or the economy of any single country (except for the United States) on its operating results. Given the broad range of its offerings and the geographies served, the Company does not use any indices other than general economic trends to predict the overall outlook for the Company. The Company monitors key competitors and customers, including their sales to the extent possible, to gauge relative performance and the outlook for the markets within which it competes.

Ralliant operates in a highly competitive business environment and its long-term growth and profitability will depend, in particular, on its ability to execute across geographies and end markets, develop innovative and differentiated new product offerings, continue to reduce costs, improve operating efficiency, and attract, retain, and develop an empowered workforce. The Company makes, and expects to continue to make, investments in research and development, customer-facing resources, its workforce and its manufacturing capabilities and capacity to meet the needs of its customers.

In 2025, the U.S. government began imposing tariffs on products from all countries and additional individualized reciprocal tariffs on certain countries. In response, China, in particular, and other countries have announced tariffs against certain imports from the United States. These changes to trade policies, retaliatory measures, and prolonged uncertainty in trade relationships negatively impact operations and financial results, including potential impairment of certain intangible assets, through resulting supply chain disruptions, delayed shipments, and increased operational complexities and costs.

The Company continues to evaluate the evolving impact of these tariffs, as the application and imposition of these tariffs remain unpredictable. The Company continues to deploy the Ralliant Business System (“RBS”), including tools and processes to leverage existing sourcing strategies and optimize production and logistics, to actively manage these challenges and utilize pricing, cost and productivity actions and other countermeasures to offset the aforementioned dynamics.

Non-GAAP Measures

In this Quarterly Report on Form 10-Q, references to sales from existing businesses (“organic revenue”) refer to sales from operations calculated according to GAAP but exclude (1) the impact from acquired and divested businesses and (2) the impact of foreign currency translation. The portion of sales attributable to acquisitions or acquired businesses refers to sales from acquisitions or acquired businesses prior to the first anniversary of the acquisition date, less the amount of sales attributable to certain businesses or product lines that, at the time of reporting, have been divested or are pending divestiture, but are not, and will not be, considered discontinued operations, prior to the first anniversary of the divestiture. The portion of sales attributable to the impact of foreign currency translation is calculated as the difference between (a) the period-to-period change in sales (excluding sales impact from acquired businesses) and (b) the period-to-period change in sales (excluding sales impact from acquired businesses) after applying the current period foreign exchange rates to the prior year period. Organic revenue should be considered in addition to, and not as a replacement for or superior to, sales from operations, and may not be comparable to similarly titled measures reported by other companies.

Management believes that reporting the non-GAAP financial measure of organic revenue provides useful information to investors by helping identify underlying growth trends in the Company’s business and facilitating comparisons of its sales performance with its performance in prior and future periods and to its peers. The Company excludes the effect of acquisition and divestiture related sales because the nature, size, and number of such transactions can vary dramatically from period to period and between the Company and the Company’s peers. The Company excludes the effect of foreign currency translation from organic revenue because the impact of foreign currency translation is not under management’s control and is subject to volatility. Management believes the exclusion of the effect of acquisitions and divestitures and foreign currency translation may facilitate the assessment of underlying business trends and may assist in comparisons of long-term performance.

Acquisitions

On January 3, 2024, Ralliant acquired EA Elektro-Automatik Holding GmbH (“EA”), a leading supplier of high-power electronic test solutions for energy storage, mobility, hydrogen, and renewable energy applications. The acquisition of EA bolsters Ralliant’s innovative portfolio of products and services for engineers with complementary test and measurement solutions enabling the global energy transition. The total consideration paid was approximately \$1.72 billion, net of acquired cash. Fortive, on behalf of Ralliant, funded this transaction with financing activities and available cash. Ralliant recorded approximately \$1.18 billion of goodwill within its Test and Measurement segment related to the EA acquisition, which was not tax deductible. The Company anticipates future tax benefits as a result of the transaction.

Divestitures

In June 2024, Fortive completed the Invetech Divestiture. As a result of the Invetech Divestiture, in the nine months ended September 27, 2024, Ralliant recorded a net realized loss of \$25.6 million, which is identified as “Loss from divestiture” in the Consolidated and Combined Condensed Statements of Earnings. The Invetech Divestiture did not represent a strategic shift with a major effect on the Ralliant’s operations and financial results, and therefore the divested businesses are not reported as discontinued operations.

Business Performance

Business Performance During the Three and Nine Months Ended September 26, 2025

During the three and nine months ended September 26, 2025 (the “quarter” or the “third quarter”, and “year-to-date period,” respectively), sales decreased by 0.5% and 5.7%, respectively.

The year-over-year decrease in sales in the third quarter was driven by a 1.4% decrease in organic revenue, partially offset by an increase of 0.9% from favorable foreign currency exchange rates. The decrease in organic revenue in the third quarter included volume declines of 5.2%, partially offset by favorable pricing of 3.8%.

The year-over-year decrease in sales in the year-to-date period was driven by 5.4% decrease from organic revenue declines and a 0.7% decrease from the Invetech Divestiture, partially offset by 0.4% increase from favorable foreign currency exchange rates. The decrease in organic revenue in the year-to-date period included volume declines of 8.5%, partially offset by favorable pricing of 3.1%.

Geographically, in the third quarter, revenue was flat year-over-year, driven by 3% growth in North America, offset by 6% decline in Western Europe, 6% decline in China, and 3% decline in the rest of the world. Geographically, in the year-to-date period, revenue decreased 6% year-over-year, driven by 20% decline in Western Europe, 3% decline in North America, 6% decline in China, and flat revenue in the rest of the world.

RESULTS OF OPERATIONS

Selected Financial Data

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Sales	\$ 529.1	\$ 531.7	\$ 1,514.3	\$ 1,606.6
Operating profit	\$ 52.0	\$ 111.2	\$ 184.8	\$ 357.5
Depreciation	\$ 7.5	\$ 6.8	\$ 20.8	\$ 23.0
Amortization	\$ 22.5	\$ 21.3	\$ 64.7	\$ 63.3
Operating profit as a % of sales	9.8 %	20.9 %	12.2 %	22.3 %
Depreciation as a % of sales	1.4 %	1.3 %	1.4 %	1.4 %
Amortization as a % of sales	4.3 %	4.0 %	4.3 %	3.9 %

Components of Sales Growth

	Three Months Ended September 26, 2025 vs. Comparable 2024 Period	Nine Months Ended September 26, 2025 vs. Comparable 2024 Period
Total revenue growth (GAAP)	(0.5)%	(5.7)%
Impact of:		
Acquisitions and divestitures	— %	0.7 %
Currency exchange rates	(0.9) %	(0.4) %
Organic revenue growth (Non-GAAP)	(1.4)%	(5.4)%

See the Test and Measurement and Sensors and Safety Systems sections below for further discussion of year-over-year sales analysis.

Operating Profit Margins

Operating profit margin was 9.8% for the third quarter, representing a decrease of 1,110 basis points, compared with 20.9% for the comparable period of 2024. The year-over-year changes in operating profit margin primarily comprised the following:

- The third quarter decrease in results primarily driven by -425 basis points from the stock-based compensation modification in the third quarter resulting from the revaluation of the share price as a result of the Separation; -270 basis points from volume reduction; -250 basis points from public company standalone costs; -200 basis points from higher salaries and wages; partially offset by +180 basis points from price increases. The net impact of tariffs was fully offset via countermeasures in the period.

Operating profit margin was 12.2% for the year-to-date period, representing a decrease of 1,010 basis points, compared with 22.3% for the comparable period of 2024. The year-over-year changes in operating profit margin primarily comprised the following:

- The year-over-year decrease in results from existing businesses — unfavorable 580 basis points, primarily driven by:
 - -350 basis points driven by volume reduction; -235 basis points from higher salaries and wages; -130 basis points from standalone public company costs; -35 basis points from the net impact of tariffs; partially offset by 125 basis points from price increases.
 - As a separate public company, Ralliant incurred incremental costs with the establishment of a separate corporate function, primarily related to employee compensation and IT system costs, as well as incremental standalone public company costs such as corporate governance costs, including audit and other professional services fees, consulting, and legal fees, and stock exchange listing fees.
- The year-over-year effect of the gain on sale of land and certain office buildings in 2024 — unfavorable 400 basis points.
- The stock-based compensation modification in the third quarter resulting from the revaluation of the share price as a result of the Separation — unfavorable 150 basis points.
- The year-over-year net effect of acquisition and divestiture related transaction costs incurred in 2024 primarily related to the EA acquisition — favorable 160 basis points.

Business Segments and Geographic Area Results

Sales by business segment and geographic area were as follows:

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Segments				
Test and Measurement	\$ 203.1	\$ 236.6	\$ 584.1	\$ 707.2
Sensors and Safety Systems	326.0	295.1	930.2	899.4
Total	<u>\$ 529.1</u>	<u>\$ 531.7</u>	<u>\$ 1,514.3</u>	<u>\$ 1,606.6</u>
Geographic area				
United States	\$ 283.6	\$ 274.5	\$ 788.3	\$ 814.7
China	71.2	75.5	228.6	243.9
Western Europe	70.2	74.8	197.4	246.3
All other	104.1	106.9	300.0	301.7
Total	<u>\$ 529.1</u>	<u>\$ 531.7</u>	<u>\$ 1,514.3</u>	<u>\$ 1,606.6</u>

TEST AND MEASUREMENT

The Company's Test and Measurement segment provides precision test and measurement instruments, systems, software, and services. Through its portfolio of industry leading solutions, including oscilloscopes, probes, source measuring units, semiconductor test systems, high-power bi-directional power supplies, and measurement analysis software packages, the Test and Measurement segment empowers scientists, engineers, and technicians to create and realize technological advances with ever greater efficiency, speed, and accuracy.

Test and Measurement Selected Financial Data

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Sales	\$ 203.1	\$ 236.6	\$ 584.1	\$ 707.2
Operating (loss) profit	\$ (1.7)	\$ 29.3	\$ (27.9)	\$ 111.6
Depreciation	\$ 4.2	\$ 3.8	\$ 11.8	\$ 13.6
Amortization	\$ 22.0	\$ 20.7	\$ 63.0	\$ 61.5
Operating (loss) profit as a % of sales	(0.8)%	12.4 %	(4.8)%	15.8 %
Depreciation as a % of sales	2.1 %	1.6 %	2.0 %	1.9 %
Amortization as a % of sales	10.8 %	8.7 %	10.8 %	8.7 %

Components of Sales Growth

	Three Months Ended September 26, 2025 vs. Comparable 2024 Period	Nine Months Ended September 26, 2025 vs. Comparable 2024 Period
Total revenue growth (GAAP)	(14.1)%	(17.4)%
Impact of:		
Currency exchange rates	(1.2) %	(0.5) %
Organic revenue growth (Non-GAAP)	(15.3) %	(17.9) %

The decreases in sales for both the third quarter and year-to-date period were primarily driven by decreases in organic revenue of 15.3% and 17.9%, respectively, partially offset by the favorable impact from foreign currency exchange rates.

The decrease in organic revenue in the third quarter and year-to-date period was primarily attributable to declines in sales volumes of 18.1% and 20.0%, respectively, primarily in product lines for oscilloscopes and related accessories and high-power solutions which were driven by demand weakness across diversified electronics and communications end markets.

Geographically, in the third quarter, revenue decreased 14% year-over-year, driven by 16% decline in North America, 20% decline in China, 15% decline in Western Europe, and 5% decline in the rest of the world. Geographically, in the year-to-date period, revenue decreased 17% year-over-year, driven by 34% decline in Western Europe, 15% decline in North America, 17% decline in China, and 7% decline in the rest of the world.

Operating loss margin was 0.8% for the third quarter, a decrease of 1,320 basis points compared with operating profit margin of 12.4% for the comparable period in 2024, primarily impacted by:

- The year-over-year decrease in results from existing businesses — unfavorable 1,025 basis points, primarily driven by:
 - -800 basis points driven by net volume declines due to demand weakness in diversified electronics and communications end markets, partially offset by price increases; and -170 basis points primarily from higher salaries and wages.
- The year-over-year effect of costs relating to the discrete restructuring plans — unfavorable 150 basis points.

Operating loss margin was 4.8% for the year-to-date period, a decrease of 2,060 basis points compared with operating profit margin of 15.8% for the comparable period in 2024, primarily impacted by:

- The year-over-year decrease in results from existing businesses — unfavorable 1,050 basis points, primarily driven by:
 - -950 basis points driven by volume declines due to demand weakness in all end markets, partially offset by price increases; and -300 basis points primarily from higher salaries and wages.
- The year-over-year effect of the gain on sale of land and certain office buildings in 2024 — unfavorable 900 basis points.
- The year-over-year effect of acquisition-related transaction costs incurred in 2024 related to the EA acquisition — favorable 360 basis points.

SENSORS AND SAFETY SYSTEMS

The Company's Sensors and Safety Systems segment provides leading power grid monitoring solutions, safety systems for mission critical aero, defense, and space applications, and sensing solutions for critical environments where uptime, precision, and reliability are essential. The Sensors and Safety Systems segment provides advanced monitoring, protection, and diagnostic solutions for high-voltage electrical assets in power generation, transmission, and distribution. The segment's energetic materials, ignition safety systems, and precision pyrotechnic devices are used in mission-critical applications such as satellite deployment, rocket propulsion initiation, aerial vehicle safety systems, and military defense systems. The Sensors and Safety Systems segment also provides premium sensing products encompassing liquid level, flow, and pressure sensors; motion sensors and components; and hygienic sensors.

Sensors and Safety Systems Selected Financial Data

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Sales	\$ 326.0	\$ 295.1	\$ 930.2	\$ 899.4
Operating profit	\$ 90.1	\$ 82.0	\$ 256.7	\$ 245.9
Depreciation	\$ 2.9	\$ 3.0	\$ 8.6	\$ 9.4
Amortization	\$ 0.5	\$ 0.6	\$ 1.7	\$ 1.8
Operating profit as a % of sales	27.6 %	27.8 %	27.6 %	27.3 %
Depreciation as a % of sales	0.9 %	1.0 %	0.9 %	1.0 %
Amortization as a % of sales	0.2 %	0.2 %	0.2 %	0.2 %

Components of Sales Growth

	Three Months Ended September 26, 2025 vs. Comparable 2024 Period	Nine Months Ended September 26, 2025 vs. Comparable 2024 Period
Total revenue growth (GAAP)	10.5 %	3.4 %
Impact of:		
Acquisitions and divestitures	— %	1.2 %
Currency exchange rates	(0.7) %	(0.2) %
Organic revenue growth (Non-GAAP)	9.8 %	4.4 %

The increase in sales for the third quarter was driven by price and volume increases of 9.8% and favorable impact from foreign currency exchange rates.

The sales result for the year-to-date period was driven by price and volume increases of 4.4%, partially offset by the 1.2% unfavorable impact from the Invetech Divestiture.

Year-over-year price increases in the Sensors and Safety Systems segment contributed 4.6% and 3.9% to sales growth during the third quarter and year-to-date period, respectively, compared with 2024, and is reflected as a component of the change in organic revenue. The net volume increase in the third quarter resulted from increases in the energetic materials product line from aero, defense, and space customers, increases in liquid and air sensors in manufacturing and other end markets, and increases in utility solutions. The net volume increase in the year-to-date period resulted primarily from increases in utility solutions, partially offset by declines in automation and control applications within the industrial manufacturing end market.

Geographically, in the third quarter, revenue increased 11% year-over-year, driven by 12% growth in North America, 23% growth in China, and 4% growth in Western Europe, and flat revenue in the rest of the world. Geographically, in the year-to-date period, revenue increased 3% year-over-year, driven by 15% growth in China, 2% growth in North America, 8% growth in the rest of the world, partially offset by 2% decline in Western Europe.

Operating profit margin was 27.6% for the third quarter, which remained consistent compared with 27.8% for the comparable period in 2024 and operating profit margin was 27.6% for the year-to-date period, which remained consistent compared with 27.3% for the comparable period in 2024.

COST OF SALES AND GROSS PROFIT

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Sales	\$ 529.1	\$ 531.7	\$ 1,514.3	\$ 1,606.6
Cost of sales	(260.5)	(251.9)	(753.9)	(776.2)
Gross profit	\$ 268.6	\$ 279.8	\$ 760.4	\$ 830.4
Gross profit margin	50.8 %	52.6 %	50.2 %	51.7 %

The year-over-year decrease in gross profit during the third quarter was primarily due to net volume declines, partially offset by increases in price.

The year-over-year decrease in gross profit during the year-to-date period was primarily due to net volume declines, higher employee compensation costs, and tariffs, partially offset by year-over-year increases in price.

OPERATING EXPENSES

(\$ in millions)	Three Months Ended		Nine Months Ended	
	September 26, 2025	September 27, 2024	September 26, 2025	September 27, 2024
Sales	\$ 529.1	\$ 531.7	\$ 1,514.3	\$ 1,606.6
Selling, general, and administrative ("SG&A") expenses	\$ 177.8	\$ 128.7	\$ 453.5	\$ 414.6
Research and development ("R&D") expenses	\$ 38.8	\$ 39.9	\$ 122.1	\$ 121.4
SG&A as a % of sales	33.6 %	24.2 %	29.9 %	25.8 %
R&D as a % of sales	7.3 %	7.5 %	8.1 %	7.6 %

The year-over-year increase in SG&A expenses during the third quarter was primarily due to the stock-based compensation modification resulting from the conversion of Fortive equity awards upon the Separation, standalone public company costs, and higher employee compensation.

The year-over-year increase in SG&A expenses during the year-to-date period was primarily due to the stock-based compensation modification resulting from the conversion of Fortive equity awards upon the Separation, higher employee compensation, Ralliant corporate costs incurred to establish a separate corporate function, in addition to Fortive allocated corporate costs that were both incurred in the second quarter, and standalone public company costs, partially offset by lower year-over-year transaction expenses related to the EA acquisition in 2024 and benefits from productivity measures through RBS initiatives.

R&D, consisting principally of internal and contract engineering personnel costs, remained consistent during the third quarter and year-to-date period compared with the comparable periods of 2024.

NON-OPERATING INCOME (EXPENSE), NET

During the three and nine months ended September 26, 2025, the Company recognized interest expense of \$16.3 million. During the nine months ended September 27, 2024, the Company recognized a net loss of \$25.6 million related to the Invetech Divestiture. For further discussion of this transaction, refer to Note 1 of the consolidated and combined condensed financial statements.

INCOME TAXES

Ralliant's effective tax rates were (13.4)% and 9.6% for the three and nine months ended September 26, 2025, respectively, compared with 18.0% and 17.8% for the three and nine months ended September 27, 2024, respectively. The decrease in the effective tax rate for the three months ended September 26, 2025 compared with the three months ended September 27, 2024 was primarily related to the impact of the repricing of deferred tax balances due to an enacted reduction in the German corporate tax rate and the impact of credits and deductions provided by law, including those associated with state income taxes, and changes in uncertain tax position reserves. The decrease in the effective tax rate for the nine months ended September 26, 2025 compared with the nine months ended September 27, 2024 was attributable to the impact of the repricing of deferred tax balances due to German corporate tax rate change on deferred taxes.

Globally, the Company monitors legislative action and the Organization for Economic Co-operation and Development ("OECD") initiatives related to global taxation. The impact of the OECD framework for a "Pillar Two" global minimum corporate income tax rate of 15% has been included within the provision for income taxes. On June 28, 2025, the OECD released a statement recognizing an agreement between the OECD and the G20 to recognize the U.S. minimum tax rules to exempt U.S. multinationals from certain portions of the Pillar Two framework. However, as of the balance sheet date, no related legislation has been enacted. The Company continues to monitor further guidance and legislative developments related to the Pillar Two framework.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted in the U.S. The OBBBA includes significant provisions, including, but not limited to, the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business investments. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. As a result of the retroactive treatment for research and experimental expenditures enacted under OBBBA, Ralliant was notified of Fortive's intent to accelerate the amortization of previously capitalized research and experimental expenditures. Accordingly, Ralliant reduced its deferred tax assets by approximately \$65 million during the quarter.

COMPREHENSIVE INCOME

Comprehensive income decreased by \$142.0 million during the third quarter compared with the comparable period in 2024 due to unfavorable changes in foreign currency translation of \$90.9 million, partially offset by a decrease in net income of \$51.0 million.

Comprehensive income increased by \$102.4 million during the year-to-date period compared with the comparable period in 2024 due to favorable changes in foreign currency translation of \$222.6 million, partially offset by a decrease in net income of \$120.5 million.

LIQUIDITY AND CAPITAL RESOURCES

Before the Separation, the Company was dependent upon Fortive for all of the Company's working capital and financing requirements as Fortive uses a centralized approach to cash management and financing of its operations. Because the Company was part of Fortive during the six months ended June 27, 2025, only cash, cash equivalents, and borrowings clearly associated with Ralliant prior to June 27, 2025 and related to the Separation, including the financing transactions described below, have been included in the consolidated and combined condensed financial statements included elsewhere in this Quarterly Report on Form 10-Q. Other financial transactions relating to the business operations of the Company through the date of the Separation were accounted for through the Net Former Parent investment account of the Company.

As a result of the Separation, the Company no longer participates in Fortive's cash management and financing operations. Management assesses the Company's liquidity in terms of its ability to generate cash to fund its operating and investing activities. The Company continues to generate substantial cash from operating activities and believes that its operating cash flow and other sources of liquidity, will, after giving effect to any dividend payments and debt servicing obligations, be sufficient to allow the Company to continue funding and investing in its existing businesses, consummate strategic acquisitions, fulfill its contractual obligations, and manage its capital structure on a short- and long-term basis. In connection with the Separation, the Former Parent transferred to the Company certain cash balances and amounts due to banks.

On June 27, 2025, Ralliant borrowed \$1.15 billion, drawn pro rata under the eighteen month, \$600.0 million senior unsecured delayed-draw term loan facility (the "Eighteen-Month Term Loan"), and the three-year, \$700.0 million senior unsecured delayed-draw term loan facility (the "Three-Year Term Loan"). The proceeds were used to pay Fortive on June 27, 2025, as consideration for the contribution of assets to Ralliant by Fortive in connection with the Separation. Refer to Note 5 of the notes to the consolidated and combined condensed financial statements included elsewhere in this Quarterly Report on Form 10-Q for more information related to the Company's long-term indebtedness.

Borrowings under the Credit Agreement are prepayable at the Company's option at any time in whole or in part without premium or penalty. Term Loans may not be reborrowed once repaid. Amounts borrowed under the Revolving Credit Facility may be repaid and reborrowed from time to time prior to the maturity date of the Revolving Credit Facility.

The Credit Agreement requires Ralliant to maintain a Consolidated Net Leverage Ratio, as defined by the Credit Agreement, of 3.50 to 1.00 or less; provided that, not more than two times after the Closing Date of the Credit Agreement, the maximum Consolidated Net Leverage Ratio may be increased to 4.00 to 1.00 in connection with any permitted acquisition by Ralliant occurring after the Closing Date with aggregate consideration (including, without duplication, the assumption or incurrence of indebtedness in connection with such acquisition) equal to or in excess of \$100.0 million, which such increase shall be applicable for the fiscal quarter in which such acquisition is consummated and the three consecutive quarters thereafter; provided that, there shall be at least one full fiscal quarter following the cessation of each such increase during which no such increase shall then be in effect. The Consolidated Net Leverage Ratio is calculated at the end of each fiscal quarter commencing with the fiscal quarter ending September 26, 2025.

The Company cannot assure you that its net cash provided by operating activities, cash and equivalents, or cash available under its Credit Facilities will be sufficient to meet its future needs. If the Company is unable to generate sufficient cash flows from operations in the future and if availability under its Credit Facilities is not sufficient, the Company may have to obtain additional financing. If the Company obtains additional capital by issuing equity, the interests of its existing stockholders will be diluted. If the Company incurs additional indebtedness, that indebtedness may contain financial and other covenants that may significantly restrict its operations. The Company cannot assure you that it could obtain refinancing or additional financing on favorable terms or at all.

On June 28, 2025, the Company's Board of Directors approved a share repurchase authorization of up to \$200.0 million of the Company's common stock. The timing and amount of share repurchases will be determined by the Company based on its evaluation of market conditions and other factors. The share repurchase authorization has no expiration date, does not obligate the Company to acquire any particular amount of shares, and may be suspended or discontinued at any time. The share repurchase authorization is consistent with the Company's capital allocation strategy to prioritize returning capital to shareholders. No share repurchases have occurred as of September 26, 2025.

On October 30, 2025, the Board declared a quarterly common stock dividend of \$0.05 per share, payable on December 23, 2025 to stockholders of record as of the close of business on December 8, 2025.

Overview of Cash Flows and Liquidity

Following is an overview of the Company's cash flows and liquidity:

(\$ in millions)	Nine Months Ended	
	September 26, 2025	September 27, 2024
Net cash provided by operating activities	\$ 296.0	\$ 293.4
Purchases of property, plant and equipment	\$ (29.2)	\$ (19.8)
Proceeds from sale of property	1.5	20.2
Cash paid for acquisitions, net of cash received	—	(1,718.2)
Cash infusion into divestiture	—	(14.0)
Net cash used in investing activities	\$ (27.7)	\$ (1,731.8)
Proceeds from borrowings	\$ 1,146.8	\$ —
Consideration paid to Former Parent in connection with Separation	(1,150.0)	—
Net transfers (to) from Former Parent	(10.2)	1,434.5
Dividends paid	(5.6)	—
All other financing activities	2.2	—
Net cash (used in) provided by financing activities	\$ (16.8)	\$ 1,434.5

Operating Activities

Net cash provided by operating activities can fluctuate significantly from period-to-period as working capital needs and the timing of payments for income taxes, interest, pension funding, and other items impact reported cash flows.

Net cash provided by operating activities was \$296.0 million during the year-to-date period, representing an increase of \$2.6 million, or 1.9%, compared with the comparable period of 2024. The year-over-year change in net cash provided by operating activities was primarily attributable to the following factors:

- A year-over-year decrease of \$55.6 million in net earnings, net of non-cash items (Amortization, Depreciation, Stock-based compensation, Gain on sale of property, net of Loss from divestiture).
- The aggregate changes in Accounts receivable, Inventories, net, and Trade accounts payable used \$39.1 million of cash during the year-to-date period compared with generating \$26.0 million in the comparable period of 2024. The amount of cash provided by the aggregate of Accounts receivable, Inventories, net, and Trade accounts payable depends upon how effectively the Company managed the cash conversion cycle, which generally represents the number of days that elapse from the day the Company pays for the purchase of raw materials and components to the collection of cash from its customers, and can be significantly impacted by the timing of collections and payments in a period.
- The aggregate changes in Prepaid expenses and other current assets and Accrued expenses and other liabilities generated \$52.3 million of cash in the year-to-date period compared with using \$71.0 million of cash in the comparable period of 2024. The year-over-year changes were dependent upon how effectively the Company managed the cash conversion cycle and driven by timing differences related to contract assets, contract liabilities, payments of employee compensation, income taxes, and interest.

Investing Activities

Cash used in investing activities decreased by \$1,704.1 million during the third quarter compared with the comparable period of 2024, primarily due to less cash used for acquisitions, net of cash acquired.

Capital expenditures are made primarily for increasing production capacity, replacing aged equipment, supporting product development initiatives for product offerings, and improving information technology systems. Capital expenditures totaled \$29.2 million for the nine months ended September 26, 2025 and \$19.8 million for the nine months ended September 27, 2024.

Financing Activities

Net cash provided by financing activities reflects Proceeds from borrowings, net of issuance costs, of \$1,146.8 million, offset by the Consideration paid to Former Parent in connection with the Separation of \$1,150.0 million. Other financing activity includes net cash transferred to Former Parent in the third quarter of \$57.5 million, primarily related to the cash adjustment paid to Fortive in accordance with the Separation and Distribution agreement and the payments made in the period related to the Tax Matters Agreement.

Cash and Cash Requirements

The Company held \$264.2 million of Cash and equivalents as of September 26, 2025. The Company had no cash and equivalents as of December 31, 2024.

The Company requires cash to support working capital needs, capital expenditures and acquisitions, pay interest and service debt, pay taxes and any related interest or penalties, fund its pension plans as required, pay dividends to shareholders, and support other business needs or objectives. With respect to cash requirements, the Company generally intends to use available cash and internally generated funds to meet these cash requirements, but in the event that additional liquidity is required, particularly in connection with acquisitions and repayment of maturing debt, the Company may also borrow under its Credit Facilities or enter into new credit facilities to borrow directly thereunder. It also may access the capital markets, including to take advantage of favorable interest rate environments or other market conditions.

Foreign cumulative earnings remain subject to foreign remittance taxes. The Company has made an election regarding the amount of earnings that it does not intend to repatriate due to local working capital needs, local law restrictions, high foreign remittance costs, previous investments in physical assets and acquisitions, or future growth needs. For most of its foreign operations, the Company makes an assertion regarding the amount of earnings in excess of intended repatriation that are expected to be held for indefinite reinvestment. No provisions for foreign remittance taxes have been made with respect to earnings that are planned to be reinvested indefinitely. The amount of foreign remittance taxes that may be applicable to such earnings is not readily determinable given local law restrictions that may apply to a portion of such earnings, unknown changes in foreign tax law that may occur during the applicable restriction periods caused by applicable local corporate law for cash repatriation, and the various tax planning alternatives it could employ if the Company repatriated these earnings.

Pursuant to the terms of the Tax Matters Agreement, Ralliant will reimburse Fortive or pay taxing authorities directly for an amount contractually agreed with Fortive of approximately \$51.0 million. Of the approximately \$51.0 million of tax transaction costs, \$16.0 million was paid in the third quarter and \$35.0 million was accrued as a payable due to Fortive as of September 26, 2025, of which \$25.9 million was subsequently paid on September 29, 2025. The total \$51.0 million tax transactions costs, were recognized in the third quarter and were recorded as a offset to additional paid-in capital as the items represent a settlement with the Former Parent in accordance with the Tax Matters Agreement.

Borrowings under the Credit Facilities bear interest as described in Note 5 of the notes to the consolidated and combined condensed financial statements. At facility close, Ralliant made an interest election of six-month Secured Overnight Financing Rate ("SOFR"). The first related interest payment of \$16.4 million was due on September 29, 2025. The second payment is due on December 29, 2025, at which time a new election will be made.

As of September 26, 2025, the Company believes it had sufficient liquidity to satisfy its cash needs for at least the next 12 months and foreseeable future.

CRITICAL ACCOUNTING ESTIMATES

There were no material changes during the three and nine months ended September 26, 2025 to the items disclosed as critical accounting estimates in the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Ralliant is exposed to market risk from changes in interest rates, foreign currency exchange rates, credit risk and commodity prices, each of which could impact the Company’s financial statements. The Company generally addresses its exposure to these risks through its normal operating and financing activities. In addition, its broad-based business activities help to reduce the impact that volatility in any particular area or related areas may have on the Company’s operating profit as a whole. There have been no material changes in the market risks disclosed in “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Risk Management” in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As required by Rules 13a-15(b) or 15d-15(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Company carried out an evaluation, under the supervision and with the participation of management, including the President and Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of the Company’s disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. No matter how well designed and operated, disclosure controls and procedures can provide only reasonable, rather than absolute, assurance of achieving the desired control objectives. Based on the foregoing, the President and Chief Executive Officer and the Chief Financial Officer have concluded that, as of the end of such period, these disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company’s internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information called for by this item is incorporated herein by reference to Note 10 of the notes to the consolidated and combined condensed financial statements included elsewhere in this Quarterly Report on Form 10-Q.

ITEM 1A. RISK FACTORS

The information called for by this item is incorporated herein by reference to the section entitled “Risk Factors” in the Company’s Information Statement filed as an exhibit to the Company’s Form 10-12B/A on May 28, 2025. Any of these factors could result in a significant or material adverse effect on the Company’s results of operations or financial condition. Additional risk factors not presently known to the Company or that the Company currently deems immaterial may also impair the Company’s business or results of operations. The Company may disclose changes to such factors or disclose additional factors from time to time in future filings with the SEC.

ITEM 5. OTHER INFORMATION

Trading Plans

During the quarter ended September 26, 2025, no directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, modified, or terminated any “Rule 10b5-1 trading arrangement” or any “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

Exhibit No.	Description	Incorporated by Reference		
		Form	Exhibit	Filing Date
2.1	Separation and Distribution Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation	8-K	2.1	6/30/2025
3.1	Certificate of Amendment to the Certificate of Incorporation of Ralliant Corporation	8-K	3.1	6/30/2025
3.2	Amended and Restated Certificate of Incorporation of Ralliant Corporation	8-K	3.2	6/30/2025
3.3	Amended and Restated Bylaws of Ralliant Corporation	8-K	3.3	6/30/2025
10.1†	Form of Ralliant Corporation Non-Employee Director Restricted Stock Unit Agreement	10-Q	10.13	8/11/2025
10.2**†	Form of Director and Officer Indemnification Agreement			
10.3**†	Form of Restricted Stock Unit Agreement			
10.4**†	Form of Stock Option Agreement			
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
32.1**	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
32.2**	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
101.INS*	XBRL Instance Document - the instance document does not appear in the Interactive Data File because 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*	The cover page from this Quarterly Report on Form 10-Q for the quarter ended September 26, 2025, formatted in Inline XBRL and contained in Exhibit 101			

* Filed herewith.

** Furnished herewith.

† Management contracts or compensatory plans or arrangements

SIGNATURES

Pursuant to the requirements 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.

RALLIANT CORPORATION

Date: November 6, 2025

By: /s/ Neill P. Reynolds
Neill P. Reynolds
Chief Financial Officer

Date: November 6, 2025

By: /s/ Teo Osben
Teo Osben
Chief Accounting Officer

INDEMNIFICATION AGREEMENT

This Agreement is made as of the ____ day of _____ 202__, by and between Ralliant Corporation, a Delaware corporation (the “Corporation”), and the individual whose signature is set forth on the signature line below (the “Indemnitee”), a director or officer of the Corporation.

WHEREAS, it is essential to the Corporation to retain and attract as directors and officers the most capable persons available; and

WHEREAS, the Corporation and Indemnitee recognize the continued difficulty in obtaining appropriate liability insurance coverage for the Corporation’s directors and officers in light of the significant and continual increases in the cost of such insurance and the general trend of insurance companies to reduce the scope of coverage of such insurance; and

WHEREAS, the Corporation and Indemnitee further recognize the increase in corporate litigation in general, subjecting directors and officers to expensive litigation risks at the same time as the availability, cost and scope of coverage of liability insurance provide increasing challenges to the Corporation; and

WHEREAS, the Section 145 of the General Corporation Law of Delaware, under which the Corporation is organized (“Section 145”), empowers the Corporation to indemnify by agreement its officers, directors, employees and agents, and persons who serve, at the request of the Corporation, as directors, officers, employees or agents of other corporations or enterprises, and expressly provides that the indemnification provided by Section 145 is not exclusive;

WHEREAS, it is the express policy of the Corporation to indemnify its directors and officers; and

WHEREAS, the Corporation desires the Indemnitee to serve, or continue to serve, as a director or officer of the Corporation.

NOW THEREFORE, the Corporation and the Indemnitee do hereby agree as follows:

1. Agreement to Serve. The Indemnitee agrees to serve or continue to serve as a director or officer of the Corporation for so long as the Indemnitee is duly elected or appointed or until the effective date of Indemnitee’s resignation, if earlier.

2. Definitions. As used in this Agreement:

(a) The term “Change in Control” shall mean the earliest to occur after the date of this Agreement of any one of the following:

(i) any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Corporation representing thirty percent (30%) or more of the combined voting power of the Corporation's then outstanding securities;

(ii) during any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board of Directors of the Corporation (the "Board"), and any new director (other than (x) any director designated by a person who has entered into an agreement with the Corporation to effect a transaction described in Sections 2(a)(i), 2(a)(iii), 2(a)(iv) or 2(a)(v), and (y) any director whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person) whose election by the Board or nomination for election by the Corporation's stockholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) the effective date of a merger or consolidation of the Corporation with any other entity, other than a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) the effective date of the sale or disposition by the Corporation of all or substantially all of the Corporation's assets; and

(v) the approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation.

For purposes of this Section 2(a), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Corporation, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation, (iii) any corporation owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation, and (iv) Steven Rales, Mitchell Rales and their respective controlled affiliates.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Corporation approving a merger of the Corporation with another entity.

was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, fiduciary, partner, trustee, member or employee of, or in a similar capacity with, any Enterprise.

(c) The term "Enterprise" shall mean the Corporation and any other corporation, partnership, joint venture, trust, limited liability company, employee benefit plan or other enterprise of which Indemnitee is or was serving, or has agreed to serve, at the request of the Corporation as a director, officer, fiduciary, partner, trustee, member or employee, or in any similar capacity.

(d) The term "Expenses" shall include, without limitation, attorneys' fees, retainers, court costs, transcript costs, fees and expenses of experts, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and other disbursements or expenses of the types customarily incurred in connection with investigations, judicial or administrative proceedings or appeals, but shall not include the amount of judgments, fines or penalties against Indemnitee or amounts paid in settlement.

(e) References to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Corporation" shall include any service as a director, officer, fiduciary, partner, trustee, member or employee of the Corporation which imposes duties on, or involves services by, such person with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Agreement.

(f) The term "Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither currently is, nor in the past five years has been, retained to represent: (i) the Corporation or the Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the Indemnitee in an action to determine the Indemnitee's rights under this Agreement. The Corporation agrees to fully indemnify the Independent Counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(g) The term "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, alternative dispute resolution proceeding, administrative hearing or other proceeding, whether brought by or in the right of the Corporation or otherwise and whether of a civil, criminal, administrative or investigative nature, and any appeal therefrom.

3. Indemnity of Indemnitee. Subject to Sections 6, 7 and 9, the Corporation shall indemnify the Indemnitee in connection with any Proceeding as to which the Indemnitee is, was or is threatened to be made a party (or is otherwise involved) by reason of the Indemnitee's

Corporate Status, to the fullest extent permitted by law (as such may be amended from time to time). In furtherance of the foregoing and without limiting the generality thereof:

(a) Indemnification in Third-Party Proceedings. The Corporation shall indemnify the Indemnitee in accordance with the provisions of this Section 3(a) if the Indemnitee

was or is a party to or is threatened to be made a party to any Proceeding (other than a Proceeding by or in the right of the Corporation to procure a judgment in its favor or a Proceeding referred to in Section 6 below) by reason of the Indemnatee's Corporate Status or by reason of any action alleged to have been taken or omitted in connection therewith, against all Expenses, judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by or on behalf of the Indemnatee in connection with such Proceeding, if the Indemnatee acted in good faith and in a manner which the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal Proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

(b) Indemnification in Proceedings by or in the Right of the Corporation. The Corporation shall indemnify the Indemnatee in accordance with the provisions of this Section 3(b) if the Indemnatee was or is a party to or threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor (other than a Proceeding referred to in Section 6 below) by reason of the Indemnatee's Corporate Status or by reason of any action alleged to have been taken or omitted in connection therewith, against all Expenses actually and reasonably incurred by or on behalf of the Indemnatee in connection with the defense or settlement of such Proceeding, if the Indemnatee acted in good faith and in a manner which the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that, if applicable law so requires, no indemnification shall be made under this Section 3(b) in respect of any claim, issue, or matter as to which the Indemnatee shall have been adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent, that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, the Indemnatee is fairly and reasonably entitled to indemnity for such Expenses as the Court of Chancery or such other court shall deem proper.

4. Indemnification of Expenses of Successful Party. Notwithstanding any other provision of this Agreement, to the extent that the Indemnatee has been successful, on the merits or otherwise, in defense of any Proceeding or in defense of any claim, issue or matter therein (other than a Proceeding referred to in Section 6), the Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by or on behalf of the Indemnatee in connection therewith. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. Indemnification for Expenses of a Witness. To the extent that the Indemnatee is, by reason of the Indemnatee's Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which the Indemnatee is not a party, the Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by or on behalf of the Indemnatee in connection therewith.

6. Exceptions to Right of Indemnification. Notwithstanding anything to the contrary in this Agreement, the Corporation shall not indemnify the Indemnatee under this Agreement:

(a) in connection with a Proceeding (or part thereof) initiated by the Indemnatee unless the initiation thereof was (i) approved by the Board, or (ii) in connection with successfully establishing Indemnatee's right to indemnification or advancement of Expenses under this Agreement;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if Indemnatee is held liable therefor;

(c) for any reimbursement of the Corporation by Indemnatee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnatee from the sale of securities of the Corporation, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Corporation pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or under any recoupment policy adopted by the Corporation from time to time as may be reasonably required by the listing standards of New York Stock Exchange, or the payment to the Corporation of profits arising from the purchase and sale by Indemnatee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnatee is held liable therefor; or

(d) to the extent the Indemnatee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to the Indemnatee and the Indemnatee is subsequently reimbursed from the proceeds of insurance, the Indemnatee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

7. Notification and Defense of Claim.

(a) The Indemnatee shall notify the Corporation in writing as soon as practicable of any Proceeding for which indemnity will or could be sought and provide the Corporation with a copy of any summons, citation, subpoena, complaint, indictment, information or other document relating to such Proceeding with which Indemnatee is served. The failure to so notify the Corporation will not relieve the Corporation from any liability that it may have to Indemnatee except to the extent the failure adversely affects the Corporation's rights, legal position, ability to defend or ability to obtain insurance coverage with respect to such proceeding. The Corporation will be entitled to participate in any such Proceeding at its own expense. Indemnatee shall have the right to engage Indemnatee's own counsel in connection with such Proceeding. Indemnatee's counsel shall cooperate reasonably with the Corporation's counsel to minimize the cost of defending claims against the Corporation and Indemnatee.

(b) The Corporation shall not be required to indemnify the Indemnatee under this Agreement for any amounts paid in settlement of any Proceeding effected without its written consent. The Corporation shall not settle any Proceeding in any manner that would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the

Corporation nor the Indemnitee will unreasonably withhold or delay their consent to any proposed settlement.

8. Advancement of Expenses. Subject to the provisions of Section 9, any Expenses actually and reasonably incurred by or on behalf of the Indemnitee in connection with a Proceeding for which indemnity could be sought under this Agreement shall be paid by the Corporation in advance of the final disposition of such Proceeding; provided, however, that the payment of such Expenses incurred by or on behalf of the Indemnitee in advance of the final disposition of such Proceeding shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined, after the conclusion of such Proceeding, that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Agreement. Such undertaking shall be accepted without reference to the financial ability of the Indemnitee to make repayment. Any advances and undertakings to repay pursuant to this Section 8 shall be unsecured and interest-free. This Section 8 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 6.

9. Procedures.

(a) In order to obtain indemnification or advancement of Expenses pursuant to this Agreement, the Indemnitee shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnitee and is reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification or advancement of Expenses. Any such indemnification or advancement of Expenses shall be made promptly, and in any event within (i) in the case of indemnification under Sections 4, 5, 8 or 9(f), 30 calendar days after receipt by the Corporation of the written request of the Indemnitee, or (ii) in the case of all other indemnification, 60 calendar days after receipt by the Corporation of the written request of the Indemnitee, subject to the provisions of Sections 9(b) below.

(b) With respect to requests for indemnification under Section 3, indemnification shall be made unless the Corporation determines that Indemnitee has not met the applicable standard of conduct set forth in Section 3. Any determination as to whether Indemnitee has met the applicable standard of conduct set forth in Section 3, and any determination that advanced Expenses must be subsequently repaid to the Corporation, shall be made, in the discretion of the Board of Directors of the Corporation, (1) by a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the Proceeding ("disinterested directors"), whether or not a quorum, (2) by a committee of disinterested directors designated by a majority vote of disinterested directors, whether or not a quorum, (3) if there are no disinterested directors, or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board, or (4) by the stockholders of the Corporation. Any such determination with respect to requests under Section 3 shall be made within the 60-day period referred to in clause (ii) of Section 9(a) (unless extended by mutual agreement by the Corporation and Indemnitee).

(c) Notwithstanding anything to the contrary set forth in this Agreement, if a request for indemnification is made after a Change in Control, any determination required to be

standard of conduct or is required to repay advanced expenses shall be made by independent Counsel selected as provided in this Section 9(c). The Independent Counsel shall be selected by the Indemnatee, unless the Indemnatee shall request that such selection be made by the Board of Directors of the Corporation. The party making the determination shall give written notice to the other party advising it of the identity of the Independent Counsel so selected. The party receiving such notice may, within seven days after such written notice of selection shall have been given, deliver to the other party a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made, the Independent Counsel so selected may not serve as Independent Counsel unless and until a court has determined that such objection is without merit. If, within 20 days after submission by the Indemnatee of a written request for indemnification, no Independent Counsel shall have been selected or if selected, shall have been objected to, in accordance with this paragraph either the Corporation or the Indemnatee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Corporation or the Indemnatee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom an objection is favorably resolved or the person so appointed shall act as Independent Counsel. The Corporation shall pay the reasonable fees and expenses of Independent Counsel incurred in connection with its acting in such capacity. The Corporation shall pay any and all reasonable and necessary fees and expenses incident to the procedures of this paragraph, regardless of the manner in which such Independent Counsel was selected or appointed.

(d) The termination of any Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnatee did not act in good faith and in a manner that the Indemnatee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(e) For purposes of any determination under this Section 9, to the extent permitted by law Indemnatee shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Enterprise, or on information supplied to him by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 9(e) shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(f) The Indemnatee shall cooperate with the person, persons or entity making such determination with respect to the Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnatee and reasonably necessary to such determination. Any

Expenses actually and reasonably incurred by the Indemnatee in so cooperating shall be borne by the Corporation (irrespective of the determination as to the Indemnatee's entitlement to indemnification) and the Corporation hereby indemnifies the Indemnatee therefrom.

10. Remedies. The right to indemnification or advancement of Expenses as provided by this Agreement shall be enforceable by the Indemnatee in any court of competent jurisdiction. In connection with any determination as to whether the Indemnatee is entitled to be indemnified under this Agreement, the court shall presume that the Indemnatee has met the applicable standard of conduct and is entitled to indemnification, and, unless otherwise required by law, the burden of proof shall be on the Corporation to establish by clear and convincing evidence that the Indemnatee is not so entitled. Neither the failure of the Board of Directors (or other person or body appointed pursuant to Section 9) to have made a determination that indemnification is proper in the circumstances because Indemnatee has met the applicable standard of conduct, nor an actual determination pursuant to Section 9 that Indemnatee has not met such applicable standard of conduct, shall be a defense to an action brought to enforce this Agreement or create a presumption that Indemnatee has not met the applicable standard of conduct. The Indemnatee's Expenses actually and reasonably incurred in connection with successfully establishing the Indemnatee's right to indemnification, in whole or in part, in any such Proceeding shall also be indemnified by the Corporation.

11. Partial Indemnification. If the Indemnatee is entitled under any provision of this Agreement to indemnification by the Corporation for some or a portion of the Expenses, judgments, fines, penalties or amounts paid in settlement actually and reasonably incurred by or on behalf of the Indemnatee in connection with any Proceeding but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify the Indemnatee for the portion of such Expenses, judgments, fines, penalties or amounts paid in settlement to which the Indemnatee is entitled.

12. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnatee for any reason whatsoever, the Corporation, in lieu of indemnifying Indemnatee, shall contribute to the amount incurred by Indemnatee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Corporation and Indemnatee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Corporation (and its directors, officers, employees and agents) and Indemnatee in connection with such event(s) and/or transaction(s).

13. Acknowledgment of Certain Matters. Indemnatee understands and acknowledges that the Corporation has undertaken or may be required in the future to undertake, by the

Securities and Exchange Commission, to submit the question of indemnification to a court in certain circumstances for a determination of the Corporation's right under public policy to indemnify Indemnitee.

14. Subrogation. In the event of any payment under this Agreement, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Corporation to bring suit to enforce such rights.

15. Term of Agreement. This Agreement shall continue until and terminate upon the later of (a) ten years after the date that the Indemnitee shall have ceased to serve as a director or officer of the Corporation or, at the request of the Corporation, as a director, officer, fiduciary, partner, trustee, member or employee of any Enterprise or (b) the final termination of all Proceedings pending on the date set forth in clause (a) in respect of which the Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by the Indemnitee pursuant to Section 10 of this Agreement relating thereto.

16. Indemnification Hereunder Not Exclusive. The indemnification and advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitee may be entitled under the Certification of Incorporation, the By-Laws, any other agreement, any vote of stockholders or disinterested directors, the General Corporation Law of Delaware, any other law (common or statutory), or otherwise, both as to action in the Indemnitee's official capacity and as to action in another capacity while holding office for the Corporation. Nothing contained in this Agreement shall be deemed to prohibit the Corporation from purchasing and maintaining insurance, at its expense, to protect itself or the Indemnitee against any expense, liability or loss incurred by it or the Indemnitee in any such capacity, or arising out of the Indemnitee's status as such, whether or not the Indemnitee would be indemnified against such expense, liability or loss under this Agreement.

17. No Special Rights. Nothing herein shall confer upon the Indemnitee any right to continue to serve as an officer or director of the Corporation for any period of time or at any particular rate of compensation.

18. Savings Clause. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute the original.

20. Successors and Assigns. This Agreement shall be binding upon the Corporation and its successors and assigns and shall inure to the benefit of the estate, heirs, executors, administrators and personal representatives of the Indemnatee. The Corporation shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Corporation expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place.

21. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

22. Modification and Waiver. This Agreement may be amended from time to time to reflect changes in Delaware law or for other reasons. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof nor shall any such waiver constitute a continuing waiver.

23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand or (ii) if mailed by certified or registered mail with postage prepaid, on the third day after the date on which it is so mailed:

(a) if to the Indemnatee, to such address as Indemnatee has most recently furnished to the Corporation.

(b) if to the Corporation, to:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attention: Chief Legal Officer

or to such other address as may have been furnished to the Indemnatee by the Corporation.

24. Applicable Law. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Corporation and Indemnatee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent

Corporation Trust Company, Wilmington, Delaware as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

25. Enforcement. The Corporation expressly confirms and agrees that it has entered into this Agreement in order to induce the Indemnitee to continue to serve as an officer or director of the Corporation, and acknowledges that the Indemnitee is relying upon this Agreement in continuing in such capacity.

26. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supercedes all prior agreements, whether oral or written, by any officer, employee or representative of any party hereto in respect of the subject matter contained herein; and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled. For avoidance of doubt, the parties confirm that the foregoing does not apply to or limit the Indemnitee's rights under Delaware law or the Corporation's Certificate of Incorporation or By-Laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RALLIANT CORPORATION

By: _____

Name:

Title:

INDEMNITEE:

By: _____

Name:

[Indemnification Agreement Signature Page]

RALLIANT CORPORATION
2025 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined herein, the terms defined in the Ralliant Corporation 2025 Stock Incentive Plan (the “Plan”) will have the same defined meanings in this Restricted Stock Unit Agreement, including any additional terms and conditions for the Participant's country set forth in the addendum attached thereto as Addendum B (the “Addendum B”) (collectively, the “Agreement”).

II. NOTICE OF GRANT

Name:

The undersigned Participant has been granted an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and the Agreement, as follows (each of the following capitalized terms are defined terms having the meaning indicated below):

Date of Grant

Number of Restricted Stock Units

Vesting Schedule:

Time-Based Vesting Criteria

The RSUs will vest pursuant to the Vesting Schedule noted above.

Performance Objective

Set forth on Addendum A (if applicable)

III. AGREEMENT

1. Grant of RSUs. Ralliant Corporation (the “Company”) hereby grants to the Participant named in this Notice of Grant (the “Participant”), an Award of Restricted Stock Units (“RSUs”) subject to the terms and conditions of the Agreement and the Plan, which are incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and the Agreement, the terms and conditions of the Plan shall prevail.

2. Vesting.

(a) Vesting Schedule. Except as may otherwise be set forth in the Agreement or in the Plan, with respect to each Tranche of RSUs granted under this Agreement (a “Tranche” consists of all RSUs as to which the Time-Based Vesting Criteria are scheduled to be satisfied on the same date), the Tranche shall not vest unless (i) the Participant continues to be actively employed with the Company or an Eligible Subsidiary for the period required to satisfy the Time-Based Vesting Criteria applicable to such Tranche (the date on which the Time-Based Vesting Criteria applicable to a Tranche are scheduled to be satisfied is the “Time-Based Vesting Date”), and (ii) the Performance Objective applicable to such RSUs, if any, is satisfied on or prior to the Time-Based Vesting Date. Vesting shall be determined separately for each Tranche. The Performance Objective (if any) and Time-Based Vesting Criteria applicable to any

Tranche are collectively referred to as “Vesting Conditions,” and the date upon which all Vesting Conditions applicable to that Tranche are satisfied is referred to as the “Vesting Date” for such Tranche. The Vesting Conditions shall be established by the Compensation Committee (the “Committee”) of the Company’s Board of Directors (or by one or more members of Company management, if such power has been delegated in accordance with the Plan and applicable law) and reflected in the account maintained for the Participant by an external third party administrator of the RSU awards. Further, during any approved leave of absence (and without limiting the application of any other rules governing leaves of absence that the Committee may approve from time to time pursuant to the Plan), to the extent permitted by applicable law the Committee shall have discretion to provide that the vesting of the RSUs shall be frozen as of the first day of the leave (or as of any subsequent day during such leave, as applicable) and shall not resume until and unless the Participant returns to active employment.

(b) Performance Objective. The Committee shall determine whether the Performance Objective applicable to an RSU, if any, has been met, and such determination shall be final and conclusive. Until the Committee has made such a determination, the Performance Objective (if any) may not be considered to have been satisfied. Notwithstanding any determination by the Committee that the Performance Objective (if any) has been attained with respect to a particular Tranche, such Tranche shall not be considered to have vested unless and until the Participant has satisfied the Time-Based Vesting Criteria applicable to such Tranche.

(c) Fractional RSU Vesting. In the event the Participant is vested in a fractional portion of an RSU (a “Fractional Portion”), such Fractional Portion will be rounded up and converted into a whole share of Common Stock (“Share”) and issued to the Participant.

(d) Addenda. The provisions of Addendum A (if any) and Addendum B are incorporated by reference herein and made a part of the Agreement, and to the extent any provision in Addendum A (if any) or Addendum B conflicts with any provision set forth elsewhere in the Agreement (including without limitation any provisions relating to Retirement), the provision set forth in Addendum A (if any) or Addendum B shall control.

3. Form and Timing of Payment; Conditions to Issuance of Shares.

(a) Form and Timing of Payment. The award of RSUs represents the right to receive a number of Shares equal to the number of RSUs that vest pursuant to the Vesting Conditions. Unless and until the RSUs have vested in the manner set forth in Sections 2 and 4, the Participant shall have no right to payment of any such RSUs. Prior to actual issuance of any Shares underlying the RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Subject to the other terms of the Plan and the Agreement, any Tranche that vests in accordance with Sections 2 and 4 will be paid to the Participant in whole Shares within 90 days of the Vesting Date for that Tranche. Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company’s securities may then be traded. The Committee may require the Participant to take any reasonable action in order to comply with any such rules or regulations.

(b) Acknowledgment of Potential Securities Law Restrictions. Unless a registration statement under the Securities Act covers the Shares issued upon vesting of an RSU, the Committee may require that the Participant agree in writing to acquire such Shares for investment and not for public resale or distribution, unless and until the Shares subject to the RSUs are registered under the Securities Act. The Committee may also require the Participant to acknowledge that he or she shall not sell or transfer such

appropriate. The Participant acknowledges that the U.S. federal securities laws prohibit trading in the stock of the Company by persons who are in possession of material, non-public information, and also acknowledges and understands the other restrictions set forth in the Company's Insider Trading Policy.

4. Termination of Employment.

(a) General. In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates for any reason (other than death, Early Retirement, Enhanced Retirement or Full Retirement), all RSUs that are unvested as of termination shall automatically terminate as of the date of termination and the Participant's right to receive further RSUs under the Plan shall also terminate as of the date of termination.

For purposes of the RSUs, the Participant's employment will be considered terminated as of the date the Participant is no longer actively providing services to the Company or an Eligible Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment or service agreement, if any). The Committee shall have discretion to determine whether the Participant has ceased to be actively employed by (or, if the Participant is a consultant or director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. The Participant's active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include any contractual notice period, a period of "garden leave", paid administrative leave or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment or service agreement, if any).

Unless the Committee provides otherwise (1) termination of the Participant's employment will include instances in which the Participant is terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of the Participant's employer from the Company or an Eligible Subsidiary (whether by transfer of shares, assets or otherwise) such that the Participant's employer no longer constitutes an Eligible Subsidiary will constitute a termination of employment or service.

(b) Death. Upon the Participant's death, a pro rata amount of each unvested Tranche shall become vested based on the number of complete twelve-month periods between the Date of Grant and the date of the Participant's death divided by the total number of twelve-month periods between the Date of Grant and the Time-Based Vesting Date applicable to such Tranche. Notwithstanding anything in the Plan or the Agreement to the contrary, for purposes of this Section, any partial twelve-month period between the Date of Grant and the date of death shall be considered a complete twelve-month period and any Fractional Portion that results from applying the pro rata methodology shall be rounded up to a whole Share.

(c) Retirement.

(i) Early Retirement. If the Participant's active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Early Retirement, then, unless contrary to applicable law, with respect to each Tranche that is unvested as of the Early Retirement date, a pro-rata portion of such Tranche shall remain outstanding and will vest as of the Time-Based Vesting Date for such Tranche, but if and only if the Performance Objective (if any) is satisfied on or prior to such Time-Based Vesting Date. The pro-rata portion of each unvested Tranche that shall continue vesting shall be determined by multiplying (1) the total number of RSUs in such Tranche by (2) the quotient of (A) the number of full or partial months worked by the Participant from the Date of Grant

to the Early Retirement date, divided by (B) the total number of months in the original time-based vesting schedule of the Tranche (the "Retirement Proration Quotient"), provided that the Retirement Proration Quotient shall never be greater than 1.0. "Early Retirement" shall mean the Participant's voluntary termination of employment on or after attainment of age fifty-five (55) at a time when the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to sixty-five (65).

(ii) *Enhanced Retirement.* In the event the Participant's active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Enhanced Retirement, then, unless contrary to applicable law, the Participant shall become vested in a pro-rata portion of each Tranche that is unvested as of the Enhanced Retirement date, but if any only if the Performance Objective (if any) is satisfied on or prior to such Time-Based Vesting Date. Such pro-rata portion of each Tranche that shall continue vesting shall be determined by multiplying (1) the total number of RSUs in such Tranche by (2) the Retirement Proration Quotient assuming for purposes of such formula that the Participant's termination of employment occurred on the one year anniversary of the Participant's Enhanced Retirement date, provided that the Retirement Proration Quotient shall never be greater than 1.0. "Enhanced Retirement" shall mean the Participant's voluntary termination of employment on or after attainment of age sixty (60) at a time when the sum of the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to seventy (70).

(iii) *Full Retirement.* Upon termination of employment by reason of the Participant's Full Retirement, unless contrary to applicable law, with respect to each Tranche that is unvested as of the Full Retirement date, such Tranche will vest in full as of the Time-Based Vesting Date for such Tranche, but if and only if the Performance Objective (if any) is satisfied on or prior to such Time-Based Vesting Date. "Full Retirement" shall mean the Participant's voluntary termination of employment, either (1) on or after attainment of age sixty-two (62) at a time when the sum of the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to eighty (80) or (2) Normal Retirement.

(iv) Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Participant's jurisdiction that likely would result in the favorable Retirement treatment (including Early Retirement, Enhanced Retirement or Full Retirement) that otherwise would apply to the RSUs pursuant to this Section 4(c) being deemed unlawful, then the Company will not apply the favorable Retirement treatment at the time of the Participant's termination of service or employment and the RSUs will be treated as they would under the rules that otherwise would have applied if the Participant did not qualify for Retirement pursuant to this Section 4(c).

(d) Gross Misconduct. If the Participant's employment with the Company or an Eligible Subsidiary is terminated for Gross Misconduct, the Participant's unvested RSUs shall automatically terminate as of the time of termination without consideration. The Participant acknowledges and agrees that the Participant's termination of employment shall also be deemed to be a termination of employment by reason of the Participant's Gross Misconduct if, after the Participant's employment has terminated, facts and circumstances are discovered or confirmed by the Company that would have justified a termination for Gross Misconduct.

(e) Violation of Post-Employment Covenant. To the extent that any of the Participant's RSUs remain outstanding under the terms of the Plan or the Agreement after termination of the Participant's employment or service with the Company or an Eligible Subsidiary, such RSUs shall expire as of the date the Participant violates any covenant not to compete or other post-employment covenant that exists between the Participant on the one hand and the Company or any subsidiary of the Company, on the other hand.

(f) Substantial Corporate Change. Upon a Substantial Corporate Change, the Participant's unvested RSUs will terminate unless provision is made in writing in connection with such transaction for the assumption or continuation of the RSUs, or the substitution for such RSUs of any options or grants covering the stock or securities of a successor employer corporation, or a parent or subsidiary of such successor, with appropriate adjustments as to the number and kind of shares of stock and prices, in which event the RSUs will continue in the manner and under the terms so provided.

5. Non-Transferability of RSUs. Unless the Committee determines otherwise in advance in writing, RSUs may not be transferred in any manner otherwise than by will or by the applicable laws of descent or distribution. The terms of the Plan and the Agreement shall be binding upon the executors, administrators, heirs and permitted successors and assigns of the Participant.

6. Amendment of RSUs or Plan.

(a) The Plan and the Agreement constitute the entire understanding of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof. The Participant expressly warrants that he or she is not accepting the Agreement in reliance on any promises, representations, or inducements other than those contained herein. The Board may amend, modify or terminate the Plan or any award in any respect at any time; provided, however, that modifications to the Agreement or the Plan that materially and adversely affect the Participant's rights hereunder can be made only in an express written contract signed by the Company and the Participant. Notwithstanding anything to the contrary in the Plan or the Agreement, the Company reserves the right to revise the Agreement and the Participant's rights under outstanding RSUs as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, (1) upon a Substantial Corporate Change, (2) as required by law, or (3) to comply with Section 409A of the Internal Revenue Code of 1986 ("Section 409A") or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award.

(b) The Participant acknowledges and agrees that if the Participant changes classification from a full-time employee to a part-time employee the Committee may in its sole discretion reduce or eliminate the Participant's unvested RSUs.

7. Responsibility for Taxes.

(a) Withholding Taxes. Regardless of any action the Company or any Subsidiary employing the Participant (the "Employer") takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the Shares, the subsequent sale of Shares acquired at vesting and the receipt of any dividends; and (ii) do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax Related Items. Further, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Related Items in more than one jurisdiction.

(b) Prior to the relevant taxable event, the Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations for Tax Related Items of the Company and/or the Employer. In this regard, the

Participant authorizes the Company and the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Participant (with respect to the RSUs granted hereunder as well as any equity awards previously received by the Participant under any Company stock plan) by one or a combination of the following: (i) requiring the Participant to pay Tax Related Items in cash with a cashier's check or certified check or by wire transfer of immediately available funds; (ii) withholding cash from the Participant's wages or other compensation payable to the Participant by the Company and/or the Employer; (iii) arranging for the sale of Shares otherwise issuable to the Participant upon payment of the RSUs (on the Participant's behalf and at the Participant's direction pursuant to this authorization), including the sale of Shares prior to such scheduled payment date; (iv) withholding from the proceeds of the sale of Shares acquired upon payment on the RSUs; (v) withholding in Shares otherwise issuable to the Participant, provided that the Company withholds only the amount of Shares necessary to satisfy the statutory withholding amount (or such other amount that will not cause adverse accounting consequences for the Company and is permitted under applicable withholding rules promulgated by the Internal Revenue Service or another applicable governmental entity) using the Fair Market Value of the Shares on the date of the relevant taxable event; or (vi) any method determined by the Committee to be in compliance with applicable laws.

Depending on the withholding method, the Company and/or Employer may withhold or account for Tax Related Items by considering statutory withholding rates or other applicable withholding rates, including maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares, or if not refunded, the Participant may seek a refund from the applicable tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax Related Items directly to the applicable tax authorities or to the Company and/or the Employer. If the obligation for Tax Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of Shares is held back solely for purposes of paying the Tax Related Items.

The Participant agrees to pay to the Company or the Employer any amount Tax Related Items that the Company and/or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver to the Participant any Shares or proceeds from the sale of Shares if the Participant fails to comply with the Participant's obligations in connection with the Tax Related Items.

(c) Code Section 409A. The intent of the parties is that payments and benefits under the Agreement comply with Section 409A of Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement shall be interpreted and be administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have separated from service with the Company for purposes of the Agreement and no payment shall be due to the Participant under the Agreement on account of a separation from service until the Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. Any payments described in the Agreement that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Agreement, to the extent that any amounts are payable upon a separation from service and such payment would result in accelerated taxation and/or tax penalties under Section 409A of the Code, such payment, under the Agreement or any other agreement of the Company, shall be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). The Company makes no representation that any or all of the payments described in the Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code

from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

For purposes of making a payment under the Agreement, if any amount is payable as a result of a Substantial Corporate Change, such event must also constitute a “change in ownership or effective control” of the Company or a “change in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A.

8. Nature of Grant. In accepting the RSUs, the Participant acknowledges and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Plan is operated and the RSUs are granted solely by the Company, and only the Company is a party to the Agreement; accordingly, any rights the Participant may have under the Agreement, including related to the RSUs, may be raised only against the Company and not any other Subsidiary (including, but not limited to, the Employer);

(c) no Subsidiary (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement;

(d) the award of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs or benefits in lieu of RSUs or other equity awards, even if RSUs have been awarded in the past;

(e) all decisions with respect to future equity awards, if any, will be at the sole discretion of the Company;

(f) the Participant’s participation in the Plan is voluntary;

(g) the award of RSUs and Shares subject to the RSUs, and the income from and value of same, are an extraordinary item that (i) does not constitute compensation of any kind for services of any kind rendered to the Company or any Subsidiary, and (ii) is outside the scope of Participant’s employment or service contract, if any;

(h) the award of RSUs and Shares subject to the RSUs, and the income and value of same, are not intended to replace any pension rights or compensation;

(i) the award of RSUs and Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary;

(j) unless otherwise expressly agreed with the Company, the RSUs and Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Subsidiary;

(k) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(l) the value of the Shares acquired upon vesting/settlement of the RSUs may increase or decrease in value;

(m) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the award or from any diminution in value of the RSUs or Shares upon vesting of the RSUs resulting from (i) termination of the Participant's employment or continuous service by the Company or any Subsidiary (for any reason whatsoever and whether or not in breach of applicable labor laws of the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and/or (ii) application of any clawback or recovery policy as described in Section 25 of the Agreement;

(n) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon vesting;

(o) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Participant's acquisition or sale of the underlying Shares; and

(p) the Participant should consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

9. Rights as Shareholder. Until all requirements for vesting of the RSUs pursuant to the terms of the Agreement and the Plan have been satisfied, the Participant shall not be deemed to be a shareholder of the Company, and shall have no dividend rights or voting rights with respect to the RSUs or any Shares underlying or issuable in respect of such RSUs until such Shares are actually issued to the Participant.

10. No Employment Contract. Nothing in the Plan or the Agreement constitutes an employment contract between the Company and the Participant and the Agreement shall not confer upon the Participant any right to continuation of employment or service with the Company or any of its Subsidiaries, nor shall the Agreement interfere in any way with the Company's or any of its Subsidiaries right to terminate the Participant's employment or service at any time, with or without cause (subject to any employment agreement a Participant may otherwise have with the Company or a Subsidiary thereof and/or applicable law).

11. Board Authority. The Board and/or the Committee shall have the power to interpret the Agreement and to adopt such rules for the administration, interpretation and application of the Agreement as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether any RSUs have vested). All interpretations and determinations made by the Board and/or the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested persons and such determinations of the Board and/or the Committee do not have to be uniform nor do they have to consider whether Plan participants are similarly situated. No member of the Board and/or the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Agreement.

12. Headings. The captions used in the Agreement and the Plan are inserted for convenience and shall not be deemed to be a part of the RSUs for construction and interpretation.

13. Electronic Delivery.

(a) If the Participant executes the Agreement electronically, for the avoidance of doubt, the Participant acknowledges and agrees that his or her execution of the Agreement electronically (through an on-line system established and maintained by the Company or a third party designated by the Company, or otherwise) shall have the same binding legal effect as would execution of the Agreement in paper form. The Participant acknowledges that upon request of the Company he or she shall also provide an executed paper form of the Agreement.

(b) If the Participant executes the Agreement in paper form, for the avoidance of doubt, the parties acknowledge and agree that it is their intent that any agreement previously or subsequently entered into between the parties that is executed electronically shall have the same binding legal effect as if such agreement were executed in paper form.

(c) If the Participant executes the Agreement multiple times (for example, if the Participant first executes the Agreement in electronic form and subsequently executes the Agreement in paper form), the Participant acknowledges and agrees that (i) no matter how many versions of the Agreement are executed and in whatever medium, the Agreement only evidences a single award relating to the number of RSUs set forth in the Notice of Grant and (ii) the Agreement shall be effective as of the earliest execution of the Agreement by the parties, whether in paper form or electronically, and the subsequent execution of the Agreement in the same or a different medium shall in no way impair the binding legal effect of the Agreement as of the time of original execution.

(d) The Company may, in its sole discretion, decide to deliver by electronic means any documents related to the RSUs, to participation in the Plan, or to future awards granted under the Plan, or otherwise required to be delivered to the Participant pursuant to the Plan or under applicable law, including but not limited to, the Plan, the Agreement, the Plan prospectus and any reports of the Company generally provided to shareholders. Such means of electronic delivery may include, but do not necessarily include, the delivery of a link to the Company's intranet or the internet site of a third party involved in administering the Plan, the delivery of documents via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company. By executing the Agreement, the Participant hereby consents to receive such documents by electronic delivery. At the Participant's written request to the Secretary of the Company, the Company shall provide a paper copy of any document at no cost to the Participant.

14. Data Privacy Notice and Consent.

(a) By accepting the RSUs, the Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in the Agreement by and among, as applicable, the Employer, the Company and its other Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

(b) The Participant understands that the Company, the Employer and other Subsidiaries may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social security number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement

to shares awarded, canceled, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

(c) The Participant understands that Data will be transferred to Fidelity Stock Plan Services LLC, or such other stock plan service provider as may be selected by the Company in the future, which assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g. the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if he or she resides outside the United States, the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant authorizes the Company, Fidelity Stock Plan Services LLC and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon vesting of the RSUs may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that if the Participant resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Participant's local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's employment status with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant RSUs or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect his or her ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

(d) Upon request of the Company or the Employer, the Participant agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that he or she will not be able to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

15. Waiver of Right to Jury Trial. Each party, to the fullest extent permitted by law, waives any right or expectation against the other to trial or adjudication by a jury of any claim, cause or action arising with respect to the RSUs or hereunder, or the rights, duties or liabilities created hereby.

16. Agreement Severable. In the event that any provision of the Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of the Agreement.

17. Governing Law and Venue. The laws of the State of Delaware (other than its choice of law provisions) shall govern the Agreement and its interpretation. For purposes of litigating any dispute that arises with respect to the RSUs, the Agreement or the Plan, the parties hereby submit to and consent to the

Castle County, or the United States Federal Court for the District of Delaware, and no other courts, and waive, to the fullest extent permitted by law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. Any claim under the Plan, the Agreement or any award must be commenced by the Participant within twelve (12) months of the earliest date on which the Participant's claim first arises, or the Participant's cause of action accrues, or such claim will be deemed waived by the Participant.

18. Language. The Participant acknowledges and represents that the Participant is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms of the Agreement and any other documentation related to the Plan. If the Participant has received the Plan, the Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise prescribed by applicable law.

19. Severability. The provisions of the Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

20. Waiver. Participant acknowledges that a waiver by the Company of breach of any provision of the Agreement shall not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by the Participant or any other participant.

21. Insider Trading/Market Abuse Laws. The Participant acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the Company Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of Company Shares, rights to the Shares (e.g., RSUs) or rights linked to the value of the Shares (e.g., phantom awards, futures) during such times as the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Participant's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant should consult with his or her own personal legal and financial advisors on this matter.

22. Foreign Asset/Account Reporting Requirements and Exchange Controls. The Participant's country may have certain foreign asset and/or foreign account reporting requirements and exchange controls which may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including any dividends paid on Shares, sale proceeds resulting from the sale of Shares acquired under the Plan) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets, or transactions to the tax or other authorities in the Participant's country. The Participant may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to be compliant with such regulations and the Participant should consult his or her personal legal advisor for any details.

23. Addendum B. Notwithstanding any provisions in the Agreement, the RSUs and any Shares subject to the RSUs shall be subject to any additional terms and conditions for the Participant's country of employment and country of residence, if different, as set forth in Addendum B. Moreover, if the Participant relocates to one of the countries including in Addendum B, the additional terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such

terms and conditions is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in any adverse accounting expense with respect to the RSUs (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Addendum B constitutes part of the Agreement.

24. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares subject to the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in any adverse accounting expense to the Company, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

25. Clawback. The RSUs granted pursuant to the Agreement are subject to the terms of the Ralliant Corporation Clawback Policy as it exists from time to time (a copy of which is available on the Company's internal website) (the "Policy") if and to the extent such Policy by its terms applies to the RSUs, and to the terms required by applicable laws, rules, regulations or stock exchange listing standards; and the terms of the Policy and such applicable law are incorporated by reference herein and made a part hereof. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired pursuant to the Participant's RSUs, to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the Policy. To the extent that the Agreement and the Policy conflict, the terms of the Policy shall prevail.

26. Notices. The Company may, directly or through its third party stock plan administrator, endeavor to provide certain notices to the Participant regarding certain events relating to awards that the Participant may have received or may in the future receive under the Plan, such as notices reminding the Participant of the vesting or expiration date of certain awards. The Participant acknowledges and agrees that (1) the Company has no obligation (whether pursuant to the Agreement or otherwise) to provide any such notices; (2) to the extent the Company does provide any such notices to the Participant the Company does not thereby assume any obligation to provide any such notices or other notices; and (3) the Company, its Subsidiaries and the third party stock plan administrator have no liability for, and the Participant has no right whatsoever (whether pursuant to the Agreement or otherwise) to make any claim against the Company, any of its Subsidiaries or the third party stock plan administrator based on any allegations of, damages or harm suffered by the Participant as a result of the Company's failure to provide any such notices or the Participant's failure to receive any such notices.

27. Consent and Agreement With Respect to Plan. The Participant (a) acknowledges that the Plan and the prospectus relating thereto are available to the Participant on the website maintained by the Company's third party stock plan administrator; (b) represents that he or she has read and is familiar with the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of his or her choice prior to executing the Agreement and fully understands all provisions of the Agreement and the Plan; (c) accepts these RSUs subject to all of the terms and provisions thereof; (d) consents and agrees to all amendments that have been made to the Plan since it was adopted in 2025 (and for the avoidance of doubt consents and agrees to each amended term reflected in the Plan as in effect on the date of the Agreement), and consents and agrees that all options and restricted

stock units, if any, held by the Participant that were previously granted under the Plan as it has existed from time to time are now governed by the Plan as in effect on the date of the Agreement (except to the extent the Committee has expressly provided that a particular Plan amendment does not apply retroactively); and (e) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or the Agreement.

[If the Agreement is signed in paper form, complete and execute the following:]

PARTICIPANT

Signature

Participant Name

ADDENDUM B

RALLIANT CORPORATION 2025 STOCK INCENTIVE PLAN RESTRICTED STOCK UNIT AGREEMENT

This Addendum includes additional terms and conditions applicable to the Participant's RSUs granted if the Participant resides in one of the countries listed below. Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Notice of Grant, the Agreement or the Plan.

This Addendum may also include information regarding exchange controls, tax and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect as of April 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information contained herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time Participant vests in the RSUs or sells the Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of any particular result. **Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in Participant's country apply to the Participant's specific situation.**

If the Participant is a citizen or resident (or is considered as such for local tax purposes) of a country other than the one in which the Participant is currently residing and/or working, or if the Participant transfers employment and/or residency to another country after the grant of the RSUs, the information contained herein may not be applicable to the Participant in the same manner.

PARTICIPANTS IN THE EUROPEAN UNION ("EU") / EUROPEAN ECONOMIC AREA, INCLUDING THE UNITED KINGDOM AND SWITZERLAND ("EEA+")

1. Data Privacy. If the Participant resides and/or is employed in the EEA+, the following provision replaces Section 14 of the Agreement:

The Company is located at 4114 Center at North Hills Street, Suite, 400 Raleigh NC 27609 United States of America and grants RSUs under the Plan to employees of the Company and its Subsidiaries in its sole discretion. The Participant should review the following information about the Company's data processing practices.

(a) Data Collection, Processing and Usage. Pursuant to applicable data protection laws, the Participant is hereby notified that the Company collects, processes, and uses certain personally-identifiable information about the Participant; specifically, including the Participant's name, home address, email address and telephone number, date of birth, social insurance number or other number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer. In granting the RSUs under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company collects, processes and uses the Participant's personal data pursuant to the Company's legitimate interest of managing the Plan and generally administering employee equity awards and to satisfy its contractual obligations under the terms of the Agreement. The

Participant's refusal to provide personal data may affect the Participant's ability to participate in the Plan. As such, by participating in the Plan, the Participant voluntarily acknowledges the collection, processing

As such, by participating in the Plan, the Participant voluntarily acknowledges the collection, processing and use, of the Participant's personal data as described herein.

(b) Stock Plan Administration Service Provider. The Company transfers participant data to Fidelity Stock Plan Services LLC, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.

(c) International Data Transfers. The Company and the Stock Plan Administrator are based in the United States. The Company can only meet its contractual obligations to the Participant if the Participant's personal data is transferred to the United States. Where a legally recognized safeguard is required in order to transfer Participant's Data outside of its originating territory, the Company will rely on standard contractual clauses adopted and approved by the European Commission or other governing body with competent jurisdiction. Where no such clauses are in place between the exporting and importing entities, then the transfer shall be a necessary restricted transfer in connection with the performance of a contract to which the data subject is a party.

(d) Data Retention. The Company will use the Participant's personal data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. This may mean that Participant's data is retained until after the Participant's termination of employment, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.

(e) Data Subjects Rights. The Participant may have a number of rights under data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant can consult his or her employing entity's Staff-Facing Privacy Notice or contact his or her local human resources representative.

PARTICIPANTS IN BELGIUM

Foreign Asset/Account Reporting Information

Belgian residents are required to report any security (e.g., the Shares acquired under the Plan) or bank accounts (including brokerage accounts) opened and maintained outside of Belgium on their annual tax return. The Participant will also be required to complete a separate report providing the National Bank of Belgium with details regarding any such account (including the account number, the name of the bank in which such account is held and the country in which such account is located). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption.

Stock Exchange Tax

A stock exchange tax applies to transactions executed by a Belgium resident through a non-Belgian financial intermediary. The stock exchange tax likely will apply when Shares are sold. *The Participant should consult with his or her personal tax advisor for additional details on the Participant's obligations with respect to the stock exchange tax.*

Annual Securities Account Tax

An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. *The Participant should consult with his or her personal tax advisor regarding the application of this tax.*

PARTICIPANTS IN BRAZIL

Labor Law Policy and Acknowledgement

This provision supplements Section 8 of the Agreement:

By accepting the RSUs, the Participant agrees that (a) he or she is making an investment decision, (b) the Shares will be issued to the Participant only if the vesting conditions are met, and (c) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Participant.

Further, the Participant agrees that, for all legal purposes, (a) the benefits provided to the Participant under the Plan are the result of commercial transactions unrelated to the Participant's employment; (b) the Plan is not a part of the terms and conditions of the Participant's employment; and (c) the income from the RSUs, if any, is not part of the Participant's remuneration from employment.

Compliance with Law

By accepting the RSUs, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting/settlement of the RSUs, and the sale of the Shares acquired under the Plan and the receipt of any dividends paid on such Shares.

Foreign Asset/Account Reporting Information

If the Participant is a resident or domiciled in Brazil, the Participant will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights exceeds US\$1,000,000. Assets and rights that must be reported include any shares acquired under the Plan and may include RSUs. Foreign individuals holding Brazilian visas are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the date of admittance as a resident of Brazil.

Tax on Financial Transactions (IOF)

Payments to foreign countries and repatriation of funds into Brazil, and the conversion between BRL and USD associated with such fund transfers, may be subject to the Tax on Financial Transaction. It is the Participant's responsibility to comply with any applicable Tax on Financial Transaction arising from participation in the Plan. *The Participant should consult with his or her personal tax advisor for additional details.*

PARTICIPANTS IN CANADA

RSUs Payable Only in Shares

RSUs granted to Participants in Canada shall be settled in Shares only. In no event shall any of the RSUs be paid in cash, notwithstanding any discretion contained in the Plan, or any provision in the Agreement to the contrary.

IMPORTANT ACKNOWLEDGMENT. In accepting this RSU grant, the Participant acknowledges that the Participant has received a copy of the Plan and the Agreement and reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

THE PARTICIPANT FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE PARTICIPANT HAS READ AND EXPRESSLY ACCEPTS SECTION 4 (TERMINATION OF EMPLOYMENT) OF THIS AGREEMENT, AS AMENDED BY THE FOLLOWING APPENDIX PROVISION:

Termination of Employment

This provision replaces the second paragraph of Section 4 of the Agreement:

For purposes of the RSUs, the Participant's employment will be considered terminated as of the date that is the earlier of (1) the date of termination of the participant's employer-employee or service-providing relationship; (2) the date on which the Participant receives written notice of termination; or (3) the date the Participant is no longer actively employed or actively providing services to the Company or an Eligible Subsidiary regardless of any notice period or period of pay in lieu of such notice mandated under applicable laws (including, but not limited to, statutory law and/or common law); the Committee shall have discretion to determine whether the Participant has ceased to be actively employed by (or, if the Participant is a consultant or director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting during a statutory notice period, the Participant's right to vest in the RSUs, if any, will terminate effective upon the expiry of the minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the statutory notice period, nor will the Participant be entitled to any compensation for lost vesting. In any event, if employment standards legislation explicitly requires continued vesting during a statutory notice period, then the additional vesting provided under Section 4 is deemed to be inclusive of any entitlements that arise during the applicable statutory notice period.

Securities Law Notice

The Participant is permitted to sell the Shares acquired through the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of the Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares is listed. The Shares are currently listed on the New York Stock Exchange.

Foreign Asset/Account Reporting Information

Foreign property, including RSUs, the Shares acquired under the Plan, and other rights to receive shares of

a non-Canadian company held by a Canadian resident must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, such unvested RSUs must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because the Participant holds other foreign property. When the Shares are acquired, their cost generally is the adjusted cost base (“ACB”) of the shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if the Participant owns other shares of the same company, this ACB may need to be averaged with the ACB of the other shares. The Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.

PARTICIPANTS IN CHINA

Settlement Notice Applicable to Participants who are PRC Nationals

Notwithstanding anything to the contrary in the Plan or the Agreement, no Shares will be issued to the Participant in settlement of the RSUs unless and until all necessary exchange control or other approvals with respect to the RSUs under the Plan have been obtained from the PRC State Administration of Foreign Exchange (“SAFE”) or its local counterpart (“SAFE Approval”). In the event that SAFE Approval has not been obtained prior to any date(s) on which RSUs are scheduled to vest in accordance with the vesting schedule set forth in the Agreement, any Shares which are contemplated to be issued in settlement of such vested RSUs shall be settled in cash or held by the Company in escrow on behalf of the Participant until SAFE Approval is obtained.

Exchange Control Restrictions Applicable to Participants who are PRC Nationals

If the Participant is a local national of the People’s Republic of China (“PRC”), the Participant agrees and acknowledges that upon RSU vesting the underlying Shares may be sold immediately or, at the Company’s discretion, at a later time. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on Participant’s behalf pursuant to this authorization), and the Participant expressly authorizes such broker to complete the sale of such Shares. The Participant acknowledges that the Company’s designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the cash proceeds from the sale, less any brokerage fees or commissions, to the Participant in accordance with applicable exchange control laws and regulations and provided any liability for Tax Related Items resulting from the vesting of the RSUs has been satisfied. Due to fluctuations in the Share price and/or the U.S. Dollars exchange rate between the Vesting Date and (if later) the date on which the Shares are sold, the sale proceeds may be more or less than the market value of the Shares on the Vesting Date. The Participant understands and agrees that the Company is not responsible for the amount of any loss the Participant may incur and that the Company assumes no liability for any fluctuations in the Share price and/or U.S. Dollars exchange rate.

The Participant understands and agrees that, due to exchange control laws in China, the Participant will be required to immediately repatriate to China the cash proceeds from the sale of any Shares acquired at vesting of the RSUs and any dividends received in relation to the Shares. Participant further understands that, under local law, such repatriation of the cash proceeds may need to be effectuated through a special exchange control account to be approved by the local foreign exchange administration, and the Participant hereby consents and agrees that the proceeds from the sale of the Shares acquired under the Plan and any dividends received in relation to the Shares may be transferred to such special account prior to being delivered to the Participant. The proceeds may be paid to the Participant in U.S. Dollars or local currency at the Company’s discretion. In the event the proceeds are paid to the Participant in U.S. Dollars, the Participant understands that he or she will be required to set up a U.S. Dollar bank account in China and provide the bank account details to the Employer and/or the Company so that the proceeds may be deposited into this account. In

addition, the Participant understands and agrees that the Participant will be responsible for converting the proceeds into Renminbi Yuan at the Participant’s expense.

proceeds into Renminbi Yuan at the Participant's expense.

If the proceeds are paid to the Participant in local currency, the Participant agrees to bear any currency fluctuation risk between the time the Shares are sold or dividends are paid and the time the proceeds are distributed to the Participant through any such special account. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold or dividends are received and the time the proceeds are distributed through any such special exchange account.

Exchange Control Notice Applicable to Participants in the People's Republic of China ("PRC")

The Participant understands that exchange control restrictions may limit the Participant's ability to access and/or convert funds received under the Plan. The Participant should confirm the procedures and requirements for withdrawals and conversions of foreign currency with his or her local bank prior to the vesting of the RSUs/sale of the Shares.

The Participant agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in the Peoples' Republic of China.

Foreign Asset/Account Reporting Information

PRC residents are required to report to SAFE details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents, either directly or through financial institutions. The Participant may be subject to reporting obligations for the Shares or awards acquired under the Plan and Plan-related transactions. It is the Participant's responsibility to comply with this reporting obligation and the Participant should consult his/her personal tax advisor in this regard.

PARTICIPANTS IN FRANCE

Non-Tax-Qualified Award

The RSUs are not eligible for the specific tax and social security regime provided by sections L. 225-197-1 to L. 225-197-5 and sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended, and the relevant sections of the French Tax Code or French Social Security Code.

Consent to Receive Information in English

By accepting the RSUs, the Participant confirms having read and understood the Plan, the Notice of Grant, the Agreement and this Addendum, including all terms and conditions included therein, which were provided in the English language. The Participant accepts the terms of those documents accordingly.

Consentement afin de Recevoir des Informations en Anglais

En acceptant les RSUs d'Achat d'Actions, le Bénéficiaire confirme avoir lu et compris le Plan, la Notification d'Attribution, le Contrat et la présente Annexe, en ce compris tous les termes et conditions y relatifs, qui ont été fournis en langue anglaise. Le Bénéficiaire accepte les termes de ces documents en connaissance de cause.

Foreign Asset/Account Reporting Information

The Participant may hold any Shares acquired under the Plan, any sales proceeds resulting from the sale of the Shares or any dividends paid on such Shares outside of France, provided the Participant declares all foreign accounts, whether open, current, or closed, in his or her income tax return. Failure to complete this reporting triggers penalties for the resident. Further, French residents with foreign account balances exceeding prescribed amounts may have additional monthly reporting requirements.

Exchange Control Notice

The value of any cash or securities imported or exported from France without the use of a financial institution must be reported to the customs and excise authorities if the value of such cash or securities is greater than a certain amount. The Participant should consult with his or her financial advisor for further details regarding this requirement.

PARTICIPANTS IN GERMANY

Exchange Control Notice

Cross-border payments in excess of €50,000 must be reported to the German Federal Bank (Bundesbank). If the Participant makes or receives a payment in excess of this amount (including if the Participant acquires Shares with a value in excess of this amount under the Plan or sells Shares via a foreign broker, bank or service provider and receives proceeds in excess of this amount), and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax-Related Items, the Participant must report the payment and/or the value of the Shares withheld or sold to Bundesbank. Such reports must be made either electronically using the “General Statistics Reporting Portal” (*Allgemeines Meldeportal Statistik*) available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. The Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Foreign Asset/Account Reporting Information

If the Participant’s acquisition of Shares under the Plan leads to a “qualified participation” at any point during the calendar year, the Participant may need to report the acquisition when he or she files a tax return for the relevant year. A qualified participation occurs only if (i) the Participant owns 1% or more of the Company and the value of the Shares acquired exceeds €150,000, or (ii) the Participant holds Shares exceeding 10% of the Company’s total common stock. However, if the shares of Common Stock are listed on a recognized stock exchange (including the New York Stock Exchange) and the Participant owns less than 1% of the Company, this requirement will not apply to the Participant.

PARTICIPANTS IN INDIA

Exchange Control Notice

The Participant must repatriate any proceeds from the sale of the Shares and any cash dividends acquired under the Plan to India and convert the proceeds into local currency within a certain period from the time of receipt. The Participant will receive a foreign inward remittance certificate (“FIRC”) from the bank where the Participant deposits the foreign currency. The Participant should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. Further, the Participant agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India. It is the

Participant's responsibility to comply with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws.

Foreign Asset/Account Reporting Information

The Participant is required to declare his or her foreign bank accounts and any foreign financial assets (including the Shares held outside India) in the Participant's annual tax return. It is the Participant's responsibility to comply with this reporting obligation and the Participant should consult his or her personal advisor in this regard as significant penalties may apply in the case of non-compliance.

PARTICIPANTS IN ITALY

Plan Document Acknowledgement

In accepting the RSUs, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement, has reviewed the Plan and the Agreement (including this Addendum) in their entirety and fully understands and accepts all provisions of the Plan and the Agreement (including this Addendum).

The Participant further acknowledges that he or she has read and specifically and expressly approves, without limitation, the following sections of the Agreement: Section 7: Tax Obligations; Section 8: Nature of Grant; Section 14: Data Privacy; Section 17: Governing Law and Venue; Section 23: Addendum; Section 24: Imposition of Other Requirements and Section 25: Clawback.

Foreign Asset/Account Reporting Information

Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions, even if they do not directly hold the financial assets abroad. The Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting requirements.

Foreign Asset Tax Information

The value of financial assets held outside of Italy (including Shares acquired under the Plan) by Italian residents is subject to a foreign asset tax. The taxable amount will be the fair market value of the financial assets assessed at the end of the calendar year.

PARTICIPANTS IN JAPAN

Foreign Asset/Account Reporting Information

The Participant will be required to report to the Tax Office details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. This report is due by June 30 each year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to him or her and whether the requirement extends to any outstanding RSUs or the Shares acquired under the Plan.

PARTICIPANTS IN KOREA

Exchange Control Notice

Korean residents holding or receiving cash in excess of USD 5,000 (including proceeds from the sale of Shares) outside Korea may be required to file an exchange control report with a Korean foreign exchange bank in advance of the deposit of such funds in an "overseas financial institution (such as a non-Korean bank). Generally, a brokerage account with a non-Korean broker should not be considered an "overseas" financial institution." The Participant should consult with a legal advisor prior to depositing sale proceeds in a foreign brokerage or other account to ensure compliance with any regulations applicable to any aspect of participation in the Plan.

Foreign Asset/Account Reporting Information

Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) based in foreign countries that have not entered into an "inter-governmental agreement for automatic exchange of tax information" with Korea to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds a certain threshold. The Participant should consult with the Participant's personal tax advisor for additional information about this reporting obligation.

PARTICIPANTS IN MEXICO

Labor Law Acknowledgement

This provision supplements Section 8 of the Agreement.

By accepting the RSUs, the Participant acknowledges that he or she understands and agrees that: (i) the RSUs are not related to the salary and other contractual benefits granted to the Participant by the Employer; and (ii) any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement

The grant of the RSUs the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at offices 4114 Center at North Hills Street, Suite, 400 Raleigh NC 27609, United States of America, is solely responsible for the administration of the Plan. Participation in the Plan and the acquisition of the Shares under the Plan does not in any way establish an employment relationship between the Participant and the Company since the Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is the Subsidiary employing the Participant, as applicable, nor does it establish any rights between the Participant and the Employer.

Plan Document Acknowledgment

By participating in the Plan, the Participant acknowledges that he or she has received copies of the Plan and the Agreement, has reviewed the Plan and the Agreement in their entirety and fully understands and accept all provisions of the Plan and the Agreement.

In addition, by participating in the Plan, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 8 of the Agreement, in which the

following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis;

right, (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis, (iii) participation in the Plan is voluntary; and (iv) the Company and its Subsidiaries are not responsible for any decrease in the value of the Shares underlying the RSUs.

Finally, the Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of participation in the Plan and therefore grants a full and broad release to the Employer and the Company and its Subsidiaries with respect to any claim that may arise under the Plan.

Spanish Translation

Reconocimiento de la Ley Laboral

Esta disposición complementa la Sección 8 del Contrato.

Por medio de la aceptación de la RSU, el Participante acepta que entiende y acuerda que: (i) la RSU no se encuentra relacionada con el salario ni con otras prestaciones contractuales concedidas al Participante por parte del patrón; y (ii) cualquier modificación del Plan o su terminación no constituye un cambio o desmejora en los términos y condiciones de empleo.

Declaración de Política

El otorgamiento de RSUs por parte de la Compañía bajo el Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier momento, sin ninguna responsabilidad.

La Compañía, con oficinas registradas ubicadas en offices 4114 Center at North Hills Street, Suite, 400 Raleigh NC 27609, United States of America, es la única responsable por la administración del Plan. La participación en el Plan y la adquisición de Acciones bajo el Plan no establecen de forma alguna una relación de trabajo entre el Participante y la Compañía, ya que la participación en el Plan por parte del Participante es completamente comercial y el único patrón que emplea al Participante es la Subsidiaria, en caso de ser aplicable, así como tampoco establece ningún derecho entre el Participante y el patrón.

Reconocimiento del Plan de Documentos

Al participar en el Plan, el Participante reconoce que ha recibido copias del Plan y del Contrato, que el Plan y el Contrato han sido revisados en su totalidad y completamente entiende y acepta las disposiciones contenidas en el Plan y en el Contrato.

Adicionalmente, al participar en el Plan, el Participante también reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en la Sección 8 del Contrato en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como sus Subsidiarias no son responsables por cualquier detrimento en el valor de las Acciones en relación con la RSU.

Finalmente, por medio de la presente el Participante declara que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación en el Plan y en consecuencia, otorga el más amplio finiquito a su patrón, así

como a la Compañía, a sus Subsidiarias con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

Securities Law Information

The RSUs and Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the RSUs may not be publicly distributed in Mexico. These materials are addressed to the Participant only because of the Participant's existing relationship with the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of a Subsidiary of the Company in Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

PARTICIPANTS IN THE NETHERLANDS

There are no country-specific terms or conditions.

PARTICIPANTS IN POLAND

Exchange Control Notification

Polish residents holding foreign securities (*e.g.*, Shares) and/or maintaining accounts abroad are obligated to file quarterly reports with the National Bank of Poland incorporating information on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN 7 million.

Polish residents are also required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000). Polish residents are required to store documents connected with foreign exchange transactions for a period of five years from the date the exchange transaction was made.

PARTICIPANTS IN SINGAPORE

Securities Law Notice

The grant of the RSUs is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") and is not made to the Participant with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Participant should note that the RSUs are subject to section 257 of the SFA and the Participant should not make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the RSUs in Singapore, unless such sale or offer is made after six (6) months of the grant of the RSUs or pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA. The Company's Common Stock is traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol "FTV" and the Shares acquired under the Plan may be sold through this exchange.

Director Notification Requirement

If the Participant is a director (including an alternate, substitute, or shadow director¹) of a Singapore Subsidiary of the Company, the Participant is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singapore Subsidiary in writing when the Participant receives an interest (*e.g.*, RSUs, the Shares, *etc.*) in the Company or any related company. In addition, the Participant must notify the Singapore Subsidiary when the Participant sells Shares of the Company or any related company (including when the Participant sells Shares acquired under the Plan). These notifications must be made within two (2) business days of (i) its acquisition or disposal, (ii) any change in a previously-disclosed interest (*e.g.*, upon vesting of the RSUs or when Shares acquired under the Plan are subsequently sold), or (iii) becoming a director. If the Participant is the Chief Executive Officer of the Singapore Subsidiary of the Company, these requirements may also apply to the Participant.

PARTICIPANTS IN SLOVAK REPUBLIC

There are no country-specific provisions.

PARTICIPANTS IN SWEDEN

Responsibility for Taxes

The following provision supplements Section 7 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax Related Items as set forth in Section 7 of the Agreement, in accepting the grant of RSUs, the Participant authorizes the Company and/or the Employer to sell or withhold shares of Common Stock otherwise deliverable to the Participant upon vesting to satisfy Tax Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax Related Items.

PARTICIPANTS IN SWITZERLAND

Securities Law Notice

Neither this document nor any other materials relating to the RSUs, (i) constitute a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority including the Swiss Financial Market Supervisory Authority ("FINMA").

PARTICIPANTS IN TAIWAN

Securities Law Notice

The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

¹ A shadow director is an individual who is not on the board of directors of the Singapore Affiliate but who has sufficient control so that the board of directors of the Singapore Affiliate acts in accordance with the directions and instructions of the individual.

Exchange Control Notice

If the Participant is a resident of Taiwan, he or she may acquire foreign currency and remit the same out of or into Taiwan up to US\$10,000,000 per year without justification. If the transaction amount is TWD\$500,000 or more in a single transaction, the Participant must submit a Foreign Exchange Transaction Form. If the transaction amount is US\$500,000 or more in a single transaction, the Participant also must provide supporting documentation to the satisfaction of the remitting bank.

PARTICIPANTS IN UNITED ARAB EMIRATES

Nature of Grant

This provision supplements Section 8 of the Agreement:

The Participant acknowledges that the RSUs and related benefits do not constitute a component of the Participant's "wages" for any legal purpose. Therefore, the RSUs and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as social insurance contributions and/or any other labor-related amounts which may be payable.

Securities Law Notice

The Agreement, the Plan, and other incidental communication materials related to the RSUs are intended for distribution only to employees of the Company and its Subsidiaries for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Participant has any questions regarding the context of the Agreement, including the Addendum, or the Plan, the Participant should obtain independent professional advice.

PARTICIPANTS IN THE UNITED KINGDOM

Tax Obligations

This provision supplements Section 7 of the Agreement:

Without limitation to Section 7 of the Agreement, the Participant hereby agrees that the Participant is liable for all Tax Related Items and hereby covenants to pay all such Tax Related Items, as and when requested by the Company, or the Employer, or by HM Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and, if different, the Employer, against any Tax Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Participant may not be able to indemnify the

Company or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any uncollected amounts may constitute a benefit

as it may be considered a loan. In this case, the amount of any uncollected amounts may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions may be payable. The Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer for the value of any National Insurance Contributions due on this additional benefit, which the Company or the Employer may recover by any of the means referred to in Section 7 of the Agreement.

RALLIANT CORPORATION
2025 STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the Ralliant Corporation 2025 Stock Incentive Plan (the “Plan”) will have the same defined meanings in this Stock Option Agreement, including any additional terms and conditions for the Optionee's country set forth in the addendum attached thereto as Addendum A (the “Addendum”) (collectively, the “Agreement”).

I. NOTICE OF STOCK OPTION GRANT

Name:

The undersigned Optionee has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and the Agreement, as follows:

Date of Grant _____

Exercise Price per Share _____

Total Number of Shares Granted _____

Type of Option Nonstatutory Stock Option

Expiration Date Tenth anniversary of Date of Grant

Vesting Schedule:

Time-Based Vesting Criteria Options granted hereby will vest pursuant to the Vesting Schedule noted above

II. AGREEMENT

1. Grant of Option. Ralliant Corporation (the “Company”) hereby grants to the Optionee named in this Notice of Stock Option Grant (the “Optionee”), an option (the “Option”) to purchase the number of shares of Common Stock (the “Shares”) set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the “Exercise Price”), and subject to the terms and conditions of the Agreement and the Plan, which are incorporated herein by reference. Except as set forth in Section 2(c) below, in the event of a conflict between the terms and conditions of the Plan and the Agreement, the terms and conditions of the Plan shall prevail.

2. Vesting.

(a) Vesting Schedule. Except as may otherwise be set forth in the Agreement or in the Plan, Options awarded to the Optionee shall not vest until the Optionee continues to be actively employed with, or actively providing services to, the Company or an Eligible Subsidiary for the periods required to satisfy the time-based vesting criteria (“Time-Based Vesting Criteria”) applicable to such Options. The Time-Based Vesting Criteria applicable to an Option are referred to as “Vesting Conditions,” and the earliest date upon which all Vesting Conditions are satisfied is referred to as the “Vesting Date.” The Vesting Conditions for an Option received by the Optionee shall be established by the Compensation Committee (the “Committee”) of the Company’s Board of Directors (or by one or more members of Company management, if such power has been delegated in accordance with the Plan and applicable law) and reflected in the account maintained for the Optionee by an external third-party administrator of the Option awards. Further, during any approved leave of absence (and without limiting the application of any other rules governing leaves of absence that the Committee may approve from time to time pursuant to the Plan), to the extent permitted by applicable law the Committee shall have discretion to provide that the vesting of the Options shall be frozen as of the first day of the leave (or as of any subsequent day during such leave, as applicable) and shall not resume until and unless the Optionee returns to active employment prior to the Expiration Date of the Options.

(b) Addendum. The provisions of Addendum A are incorporated by reference herein and made a part of the Agreement, and to the extent any provision in Addendum A conflicts with any provision set forth elsewhere in the Agreement (including without limitation any provisions relating to Retirement), the Addendum A provision shall control.

(c) Fractional Shares. The Company will not issue fractional Shares upon the exercise of an Option. Any fractional Share will be rounded up and issued to the Optionee in a whole Share.

3. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the applicable provisions of the Plan and the Agreement.

(b) Method and Time of Exercise. This Option shall be exercisable by any method permitted by the Plan and the Agreement that is made available from time to time by the external third party administrator of the Option awards. An exercise may be made with respect to whole Shares only, and not for a fraction of a Share. Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company’s securities

may then be traded. The Committee may require the Optionee to take any reasonable action in order to comply with any such rules or regulations. Assuming such compliance, for income tax purposes the Shares

comply with any such rules or regulations. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Shares.

(c) Acknowledgment of Potential Securities Law Restrictions. Unless a registration statement under the Securities Act covers the Shares issued upon exercise of an Option, the Committee may require that the Optionee agree in writing to acquire such Shares for investment and not for public resale or distribution, unless and until the Shares subject to the Option are registered under the Securities Act. The Committee may also require the Optionee to acknowledge that he or she shall not sell or transfer such Shares except in compliance with all applicable laws, and may apply such other restrictions as it deems appropriate. The Optionee acknowledges that the U.S. federal securities laws prohibit trading in the stock of the Company by persons who are in possession of material, non-public information, and also acknowledges and understands the other restrictions set forth in the Company's Insider Trading Policy.

(d) Automatic Exercise Upon Expiration Date. Notwithstanding any other provision of the Agreement (other than this Section), on the last trading day on which all or a portion of the outstanding Option may be exercised, if as of the close of trading on such day the then Fair Market Value of a Share exceeds the per Share Exercise Price of the Option by at least \$.01 (such expiring portion of the Option that is so in-the-money, an "Auto-Exercise Eligible Option"), the Optionee will be deemed to have automatically exercised such Auto-Exercise Eligible Option (to the extent it has not previously been exercised or forfeited) as of the close of trading in accordance with the provisions of this Section. In the event of an automatic exercise pursuant to this Section, the Company will reduce the number of Shares issued to the Optionee upon such automatic exercise of the Auto-Exercise Eligible Option in an amount necessary to satisfy (1) the Optionee's Exercise Price obligation for the Auto-Exercise Eligible Option, and (2) the minimum, applicable Federal, state, local and, if applicable, foreign income and employment tax and social insurance contribution withholding requirements arising upon the automatic exercise in accordance with the procedures of Section 6(f) of the Plan (unless the Committee deems that a different method of satisfying the tax withholding obligations is practicable and advisable), in each case based on the Fair Market Value of the Shares as of the close of trading on the date of exercise. The Optionee may notify the Plan record-keeper in writing in advance that the Optionee does not wish for the Auto-Exercise Eligible Option to be exercised. This Section shall not apply to the Option to the extent that this Section causes the Option to fail to qualify for favorable tax treatment under applicable law. In its discretion, the Company may determine to cease automatically exercising Options at any time.

4. Method of Payment. Unless the Committee consents otherwise, payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

(a) cash, delivered to the external third party administrator of the Option awards in any methodology permitted by such third party administrator;

(b) payment under a cashless exercise program approved by the Company or through a broker-dealer sale and remittance procedure pursuant to which the Optionee (i) shall provide written instructions to a licensed broker acceptable to the Company and acting as agent for the Optionee to effect the immediate sale of some or all of the purchased Shares and to remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate Exercise Price payable for the purchased Shares and (ii) shall provide written direction to the Company to deliver the purchased Shares directly to such brokerage firm in order to complete the sale transaction; or

(c) surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the exercised Shares.

5. Termination of Employment.

(a) General. In the event the Optionee's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates for any reason (other than death, Early Retirement or Full Retirement) all unvested Options shall be automatically forfeited by the

Optionee as of the date of termination and Optionee's right to receive Options under the Plan shall also terminate as of the date of termination.

For purposes of this Option, the Optionee's employment will be considered terminated as of the date the Optionee is no longer actively providing services to the Company or an Eligible Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment or service agreement, if any). The Committee shall have discretion to determine whether the Optionee has ceased to be actively employed by (or, if the Optionee is a consultant or director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. The Optionee's active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include any contractual notice period, a period of "garden leave", paid administrative leave or similar period mandated under employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment or service agreement, if any) and in the event of an Optionee's termination of employment (whether or not in breach of applicable labor laws), Optionee's right to exercise any Option after termination of employment, if any, shall be measured by the date of termination of active employment or service and shall not be extended by any notice period mandated under employment laws in the jurisdiction where the Optionee is employed or terms of the Optionee's employment or service agreement, if any.

Unless the Committee provides otherwise (1) termination of the Optionee's employment will include instances in which the Optionee is terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of the Optionee's employer from the Company or an Eligible Subsidiary (whether by transfer of shares, assets or otherwise) such that the Optionee's employer no longer constitutes an Eligible Subsidiary will constitute a termination of employment or service.

(b) General Post-Termination Exercise Period. In the event the Optionee's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates for any reason (other than death, Disability, Early Retirement, Enhanced Retirement, Full Retirement or Gross Misconduct), whether or not in breach of applicable labor laws, the Optionee shall have a period of 90 days, commencing with the date the Optionee is no longer actively employed, to exercise the vested portion of any outstanding Options, subject to the Expiration Date of the Option. However, if the exercise of an Option following the Optionee's termination of employment (to the extent such post-termination exercise is permitted under Section 11(a) of the Plan) is not covered by an effective registration statement on file with the U.S. Securities and Exchange Commission, then the Option will terminate upon the later of (i) thirty (30) days after such exercise becomes covered by an effective registration statement, (ii) in the event that a sale of Shares would subject the Optionee to liability under Section 16(b) of the Exchange Act, thirty (30) days after the last date on which such sale would result in liability, or (iii) the end of the original post-termination exercise period, but in no event may an Option be exercised after the Expiration Date of the Option.

(c) Death. Upon the Optionee's death prior to termination of employment, all unexpired Options shall become fully exercisable and may be exercised for a period of twelve (12) months thereafter (subject to the Expiration Date of the Option) by the personal representative of the Optionee's estate or any

other person to whom the Option is transferred under a will or under the applicable laws of descent and distribution.

(d) Disability. In the event the Optionee's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates by reason of the Optionee's Disability, all unvested Options shall be automatically forfeited by the Optionee as of the date of termination and the Optionee shall have until the first anniversary of the Optionee's termination of employment for Disability (subject to the Expiration Date of the Option) to exercise the vested portion of any outstanding Options.

(e) Early Retirement. In the event the Optionee's active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Early Retirement, and the Date of Grant of this Option precedes the Optionee's Early Retirement date by at least six (6) months, then the Optionee shall continue to vest in a pro-rata portion of each Tranche (a "Tranche" consisting of all portions of the Option as to which the Time-Based Vesting Criteria are scheduled to be satisfied on the same date) that is unvested as of the date of the Optionee's Early Retirement, and such Options together with any Options that are vested as of the Optionee's Early Retirement date shall remain outstanding and (once vested) may be exercised until the fifth anniversary of the Early Retirement date (or if earlier, the Expiration Date of the Option). Such pro-rata portion of each Tranche that shall continue vesting shall be determined by multiplying (1) the total number of Options in such Tranche by (2) the quotient of (A) the number of full or partial months worked by the Optionee from the Date of Grant to the Early Retirement date, divided by (B) the total number of months in the original time-based vesting schedule of the Tranche (the "Retirement Proration Quotient"), provided that the Retirement Proration Quotient shall never be greater than 1.0. If the Date of Grant of this Option does not precede the Optionee's Early Retirement date by at least six (6) months, the post-termination exercise period with respect to such Option shall be governed by the other provisions of this Section 5, as applicable. "Early Retirement" shall mean the Optionee's voluntary termination of employment on or after attainment of age fifty-five (55) at a time when the Optionee's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to sixty-five (65).

(f) Enhanced Retirement. In the event the Optionee's active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Enhanced Retirement, and the Date of Grant of this Option precedes the Optionee's Enhanced Retirement date by at least six (6) months, then the Optionee shall become vested in a pro-rata portion of each Tranche that is unvested as of the Enhanced Retirement date. Such pro-rata portion of each Tranche that shall continue vesting shall be determined by multiplying (1) the total number of Options in such Tranche by (2) the Retirement Proration Quotient assuming for purposes of such formula that the Optionee's termination of employment occurred on the one year anniversary of the Optionee's Enhanced Retirement date, provided that the Retirement Proration Quotient shall never be greater than 1.0. "Enhanced Retirement" shall mean the Optionee's voluntary termination of employment on or after attainment of age sixty (60) at a time when the sum of the Optionee's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to seventy (70).

(g) Full Retirement. In the event the Optionee's active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Full Retirement, and the Date of Grant of this Option precedes the Optionee's Full Retirement date by at least six (6) months, then the Optionee's unvested Options will continue to vest and such Options together with any Options that are vested as of the Optionee's Full Retirement date shall remain outstanding and (once vested) may be exercised until the fifth anniversary of the Full Retirement date (or if earlier, the Expiration Date of the Option). If the Date of Grant of this Option does not precede the Optionee's Full Retirement date by at least six (6) months, the post-termination exercise period with respect to such Option shall be

governed by the other provisions of this Section 5, as applicable. "Full Retirement" shall mean the Optionee's voluntary termination of employment, either (1) on or after attainment of age sixty-two (62) at a time when the sum of the Optionee's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to eighty (80) or (2) Normal Retirement.

(h) Application of Retirement Treatment. Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Optionee's jurisdiction that likely would result in the favorable Retirement treatment (including Early Retirement, Enhanced Retirement or Full Retirement) that otherwise would apply to the Options pursuant to Sections 5(e)-(g) of this Agreement being deemed unlawful, then the Company will not apply the favorable Retirement treatment at the time of the Optionee's termination of service or employment and the Options will be treated as they would under the rules that otherwise would have applied if the Optionee did not qualify for Retirement pursuant to Sections 5(e)-(g) of this Agreement.

(i) Gross Misconduct. If the Optionee's employment with the Company or an Eligible Subsidiary is terminated for Gross Misconduct, the Optionee's unexercised Options shall terminate immediately as of the time of termination, without consideration. The Optionee acknowledges and agrees that the Optionee's termination of employment shall also be deemed to be a termination of employment by reason of the Optionee's Gross Misconduct if, after the Optionee's employment has terminated, facts and circumstances are discovered or confirmed by the Company that would have justified a termination for Gross Misconduct.

(j) Violation of Post-Employment Covenant. To the extent that any of the Optionee's Options remain outstanding under the terms of the Plan or the Agreement after termination of the Optionee's employment or service with the Company or an Eligible Subsidiary, such Options shall nevertheless expire as of the date the Optionee violates any covenant not to compete or other post-employment covenant that exists between the Optionee on the one hand and the Company or any subsidiary of the Company, on the other hand.

(k) Substantial Corporate Change. Upon a Substantial Corporate Change, the Optionee's outstanding Options will terminate unless provision is made in writing in connection with such transaction for the assumption or continuation of the Options, or the substitution for such Options of any options or grants covering the stock or securities of a successor employer corporation, or a parent or subsidiary of such successor, with appropriate adjustments as to the number and kind of shares of stock and prices, in which event the Options will continue in the manner and under the terms so provided.

6. Non-Transferability of Option; Term of Option.

(a) Unless the Committee determines otherwise in advance in writing, this Option may not be transferred in any manner otherwise than by will or by the applicable laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee and/or by his or her duly appointed guardian. The terms of the Plan and the Agreement shall be binding upon the executors, administrators, heirs and permitted successors and assigns of the Optionee.

(b) Notwithstanding any other term in the Agreement, the Option may be exercised only prior to the Expiration Date set out in the Notice of Stock Option Grant, and may be exercised during such term only in accordance with the Plan and the terms of the Agreement.

7. Amendment of Option or Plan.

(a) The Plan and the Agreement constitute the entire understanding of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof. The Optionee expressly warrants that he or she is not accepting the Agreement in reliance on any promises, representations, or inducements other than those contained herein. The Board may amend, modify or terminate the Plan or any Option in any respect at any time; provided, however, that modifications to the Agreement or the Plan that materially and adversely affect the Optionee's rights hereunder can be made only in an express written contract signed by the Company and the Optionee. Notwithstanding anything to the contrary in the Plan or the Agreement, the Company reserves the right to revise the Agreement and the Optionee's rights under outstanding Options as it deems necessary or advisable, in its sole discretion and without the consent of the Optionee, (1) upon a Substantial Corporate Change, (2) as required by law, or (3) to comply with Section 409A of the Internal Revenue Code of 1986 ("Section 409A") or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this award of Options.

(b) The Optionee acknowledges and agrees that if the Optionee changes classification from a full-time employee to a part-time employee the Committee may in its sole discretion (1) reduce or eliminate the Optionee's unvested Options, and/or (2) extend any vesting schedule to one or more dates that occur on or before the Expiration Date.

8. Responsibility for Taxes.

(a) Withholding Taxes. Regardless of any action the Company or any Subsidiary employing the Optionee (the "Employer") takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items ("Tax Related Items"), the Optionee acknowledges that the ultimate liability for all Tax Related Items associated with the Option is and remains the Optionee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Optionee's liability for Tax Related Items. Further, if the Optionee is subject to tax in more than one jurisdiction, the Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Related Items in more than one jurisdiction.

Prior to the relevant taxable event, the Optionee shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations for Tax Related Items of the Company and/or the Employer. In this regard, the Optionee authorizes the Company and the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax Related Items legally payable by the Optionee (with respect to the Option granted hereunder as well as any equity awards previously received by the Optionee under any Company stock plan) by one or a combination of the following: (i) requiring the Optionee to pay Tax Related Items in cash with a cashier's check or certified check or by wire transfer of immediately available funds; (ii) withholding cash from the Optionee's wages or other compensation payable to the Optionee by the Company and/or the Employer; (iii) accepting from the Optionee the delivery of unencumbered Shares; (iv) withholding from the proceeds of a broker-dealer sale and remittance procedure as described in Section 4(b) above; (v) withholding in Shares otherwise issuable to the Optionee, provided that the Company withholds only the amount of Shares necessary to satisfy the statutory withholding amount (or such other amount that will not cause adverse accounting consequences for the Company and is permitted under

applicable withholding rules promulgated by the Internal Revenue Service or another applicable governmental entity) using the Fair Market Value of the Shares on the date of the relevant taxable event; or (vi) any method determined by the Committee to be in compliance with applicable laws.

Depending on the withholding method, the Company and/or the Employer may withhold

or account for Tax Related Items by considering statutory withholding rates or other applicable withholding rates, including maximum rates applicable in the Optionee's jurisdiction(s). In the event of over-withholding, the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares, or if not refunded, the Optionee may seek a refund from applicable tax authorities. In the event of under-withholding, the Optionee may be required to pay additional Tax Related Items directly to the applicable tax authorities or to the Company and/or the Employer. If the obligation for Tax Related Items is satisfied by withholding in Shares, for tax purposes, the Optionee is deemed to have been issued the full member of Shares issued upon exercise of the Option, notwithstanding that a member of the Shares is held back solely for the purpose of paying the Tax Related Items.

The Optionee agrees to pay to the Company or the Employer any amount of Tax Related Items that the Company or the Employer may be required to withhold or account for as a result of the Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver to the Optionee any Shares or proceeds from the sale of Shares, if the Optionee fails to comply with his or her obligations in connection with the Tax Related Items.

(b) Code Section 409A. The intent of the parties is that payments and benefits under the Agreement comply with Section 409A of Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement shall be interpreted and be administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Optionee shall not be considered to have separated from service with the Company for purposes of the Agreement and no payment shall be due to the Optionee under the Agreement on account of a separation from service until the Optionee would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. Any payments described in the Agreement that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Agreement, to the extent that any amounts are payable upon a separation from service and such payment would result in accelerated taxation and/or tax penalties under Section 409A of the Code, such payment, under this Agreement or any other agreement of the Company, shall be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). The Company makes no representation that any or all of the payments described in the Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Optionee shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

9. Nature of Grant. In accepting the Option, the Optionee acknowledges and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Plan is operated and the Option is granted solely by the Company, and only the Company is a party to the Agreement; accordingly, any rights the Optionee may have under the Agreement, including related to the Option, may be raised only against the Company and not any other Subsidiary (including, but not limited to, the Employer);

(c) no Subsidiary (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Optionee under this Agreement);

(d) the award of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options or other equity awards, even if options have been granted in the past;

(e) all decisions with respect to future equity awards, if any, will be at the sole discretion of the Company;

(f) the Optionee's participation in the Plan is voluntary;

(g) the Option and any Shares acquired under the Plan, and the income from and value of same, is an extraordinary item that (i) does not constitute compensation of any kind for services of any kind rendered to the Company or any Subsidiary, and (ii) is outside the scope of the Optionee's employment or service contract, if any;

(h) the Option and any Shares acquired under the Plan, and the income and value of same, are not intended to replace any pension rights or compensation;

(i) the Option and any Shares acquired under the Plan, and the income from and value of same, is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, holiday pay, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary;

(j) unless otherwise agreed with the Company, the Option and any Shares acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, any service Optionee may provide as a director of any Subsidiary;

(k) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(l) if the Shares do not increase in value, the Option will have no value;

(m) if the Optionee exercises the Option and obtains Shares, the value of the Shares obtained upon exercise may increase or decrease in value, even below the Exercise Price;

(n) in consideration of the award of the Option, no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from (i) termination of the Optionee's employment or continuous service by the Company or any Subsidiary (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment or service agreement, if any), and/or (ii) application of any clawback or recovery policy as described in Section 26 of the Agreement;

(o) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the U.S. Dollar that may affect the value of this Option or of any amounts due to the Optionee pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise;

(p) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan or the Optionee's acquisition or sale of the underlying Shares; and

(q) the Optionee should consult with the Optionee's own personal tax, legal and financial advisors regarding the Optionee's participation in the Plan before taking any action related to the Plan.

10. Rights as Shareholder. Until all requirements for exercise of the Option pursuant to the terms of the Agreement and the Plan have been satisfied, the Optionee shall not be deemed to be a shareholder or to have any of the rights of a shareholder with respect to any Shares.

11. No Employment Contract. Nothing in the Plan or the Agreement constitutes an employment contract between the Company and the Optionee and the Agreement shall not confer upon the Optionee any right to continuation of employment or service with the Company or any of its Subsidiaries, nor shall the Agreement interfere in any way with the Company's or any of its Subsidiaries right to terminate the Optionee's employment or service at any time, with or without cause (subject to any employment agreement the Optionee may otherwise have with the Company or a Subsidiary thereof and/or applicable law).

12. Board Authority. The Board and/or the Committee shall have the power to interpret the Agreement and to adopt such rules for the administration, interpretation and application of the Agreement as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether any Options have vested). All interpretations and determinations made by the Board and/or the Committee in good faith shall be final and binding upon the Optionee, the Company and all other interested persons and such determinations of the Board and/or the Committee do not have to be uniform nor do they have to consider whether optionees are similarly situated. No member of the Board and/or the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Agreement.

13. Headings. The captions used in the Agreement and the Plan are inserted for convenience and shall not be deemed to be a part of the Option for construction and interpretation.

14. Electronic Delivery.

(a) If the Optionee executes the Agreement electronically, for the avoidance of doubt, the Optionee acknowledges and agrees that his or her execution of the Agreement electronically (through an on-line system established and maintained by the Company or a third party designated by the Company, or otherwise) shall have the same binding legal effect as would execution of this Agreement in paper form. The Optionee acknowledges that upon request of the Company he or she shall also provide an executed paper form of the Agreement.

(b) If the Optionee executes the Agreement in paper form, for the avoidance of doubt, the parties acknowledge and agree that it is their intent that any agreement previously or subsequently entered into between the parties that is executed electronically shall have the same binding legal effect as if such agreement were executed in paper form.

(c) If the Optionee executes the Agreement multiple times (for example, if the Optionee first executes the Agreement in electronic form and subsequently executes the Agreement in paper form), the Optionee acknowledges and agrees that (i) no matter how many versions of this Agreement are executed and in whatever medium, the Agreement only evidences a single grant of Options relating to the number of Shares set forth in the Notice of Stock Option Grant and (ii) the Agreement shall be effective as of the earliest execution of the Agreement by the parties, whether in paper form or electronically, and the

subsequent execution of this Agreement in the same or a different medium shall in no way impair the binding legal effect of the Agreement as of the time of original execution.

(d) The Company may, in its sole discretion, decide to deliver by electronic means any documents related to the Option, to participation in the Plan, or to future awards granted under the Plan, or otherwise required to be delivered to the Optionee pursuant to the Plan or under applicable law, including but not limited to, the Plan, the Agreement, the Plan prospectus and any reports of the Company generally provided to shareholders. Such means of electronic delivery may include, but do not necessarily include, the delivery of a link to the Company's intranet or the internet site of a third party involved in administering the Plan, the delivery of documents via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company. By executing the Agreement, the Optionee hereby consents to receive such documents by electronic delivery. At the Optionee's written request to the Secretary of the Company, the Company shall provide a paper copy of any document at no cost to the Optionee.

15. **Data Privacy Notice and Consent.**

(a) By accepting the Option, the Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in the Agreement by and among, as applicable, the Employer, the Company and its other Subsidiaries for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.

(b) The Optionee understands that the Company, the Employer and other Subsidiaries may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, email address, date of birth, social security number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in the Company, details of all Options or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Optionee's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

(c) The Optionee understands that Data will be transferred to Fidelity Stock Plan Services LLC, or such other stock plan service provider as may be selected by the Company in the future, which assist in the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g. the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that if he or she resides outside the United States, the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the Company, Fidelity Stock Plan Services LLC and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Shares received upon exercise of the Option may be deposited. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that if the Optionee resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, the Optionee's employment status with the Employer

will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing the Optionee's consent may affect his or her ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may

contact his or her local human resources representative.

(d) Upon request of the Company or the Employer, the Optionee agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Optionee for the purpose of administering the Optionee's participation in the Plan in compliance with the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands and agrees that he or she will not be able to participate in the Plan if the Optionee fails to provide any such consent or agreement requested by the Company and/or the Employer.

16. Waiver of Right to Jury Trial. Each party, to the fullest extent permitted by law, waives any right or expectation against the other to trial or adjudication by a jury of any claim, cause or action arising with respect to the Option or hereunder, or the rights, duties or liabilities created hereby.

17. Agreement Severable. In the event that any provision of the Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of the Agreement.

18. Governing Law and Venue. The laws of the State of Delaware (other than its choice of law provisions) shall govern the Agreement and its interpretation. For purposes of litigating any dispute that arises with respect to the Option, the Agreement or the Plan, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of New Castle County, or the United States Federal court for the District of Delaware, and no other courts; and waive, to the fullest extent permitted by law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. Any claim under the Plan, the Agreement or the Option must be commenced by the Optionee within twelve (12) months of the earliest date on which the Optionee's claim first arises, or the Optionee's cause of action accrues, or such claim will be deemed waived by the Optionee.

19. Language. The Optionee acknowledges and represents that the Optionee is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Optionee to understand the terms of the Agreement and any other documentation related to the Plan. If the Optionee has received the Agreement, the Plan or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise prescribed by applicable law.

20. Severability. The provisions of the Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

21. Waiver. The Optionee acknowledges that a waiver by the Company of breach of any provision of the Agreement shall not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by the Optionee or any other participant.

22. Insider Trading/Market Abuse Laws. The Optionee acknowledges that, depending on the Optionee's or the Optionee's broker's country of residence or where the Company Shares are listed, the Optionee may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of Company Shares or exercise Options or rights linked to the value of the Shares (e.g., phantom awards, futures) during such times as the Optionee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Optionee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or orders the Optionee placed before the Optionee possessed inside information. Furthermore, the Optionee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Optionee should consult with his or her own personal legal and financial advisors on this matter.

23. Foreign Asset/Account Reporting and Exchange Controls: The Optionee's country may have certain exchange controls and/or foreign asset/account reporting requirements which may affect the Optionee's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends paid on the Shares or sale proceeds resulting from the sale of Shares) in a brokerage or bank account outside the Optionee's country. The Optionee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Optionee may be required to repatriate sale proceeds or other funds received as a result of the Optionee's participation in the Plan to the Optionee's country through a designated bank or broker within a certain time after receipt. The Optionee acknowledges that it is his or her responsibility to comply with any applicable regulations, and that the Optionee should speak to his or her personal advisor on this matter.

24. Addendum. Notwithstanding any provisions of the Agreement, the Option and any Shares acquired under the Plan shall be subject to any additional terms and conditions for the Optionee's country of employment and country of residence, if different, as set forth in Addendum A. Moreover, if the Optionee relocates to one of the countries included in the Addendum, the additional terms and conditions for such country will apply to the Optionee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in any adverse accounting expense with respect to the Option (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Optionee's transfer). The Addendum constitutes part of the Agreement.

25. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in adverse accounting expense to the Company, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

26. Clawback. The Options granted pursuant to the Agreement are subject to the terms of the Ralliant Corporation Clawback Policy as it exists from time to time (a copy of which is available on the Company's internal website) (the "Policy") if and to the extent such Policy by its terms applies to the Options, and to the terms required by applicable law; and the terms of the Policy and such applicable law are incorporated by reference herein and made a part hereof. For purposes of the foregoing, the Optionee expressly and explicitly authorizes the Company to issue instructions, on the Optionee's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Optionee's Shares and other amounts acquired pursuant to the Optionee's Options, to re-convey, transfer or otherwise return such

Shares and/or other amounts to the Company upon the Company's enforcement of the Policy. To the extent that the Agreement and the Policy conflict, the terms of the Policy shall prevail.

27. **Notices.** The Company may, directly or through its third party stock plan administrator, endeavor to provide certain notices to the Optionee regarding certain events relating to awards that the Optionee may have received or may in the future receive under the Plan, such as notices reminding the Optionee of the vesting or expiration date of certain awards. The Optionee acknowledges and agrees that (1) the Company has no obligation (whether pursuant to the Agreement or otherwise) to provide any such notices; (2) to the extent the Company does provide any such notices to the Optionee the Company does not thereby assume any obligation to provide any such notices or other notices; and (3) the Company, its Subsidiaries and the third party stock plan administrator have no liability for, and the Optionee has no right whatsoever (whether pursuant to the Agreement or otherwise) to make any claim against the Company, any of its Subsidiaries or the third party stock plan administrator based on any allegations of, damages or harm suffered by the Optionee as a result of the Company's failure to provide any such notices or the Optionee's failure to receive any such notices.

28. **Consent and Agreement With Respect to Plan.** The Optionee (a) acknowledges that the Plan and the prospectus relating thereto are available to the Optionee on the website maintained by the Company's third party stock plan administrator; (b) represents that he or she has read and is familiar with the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of his or her choice prior to executing the Agreement and fully understands all provisions of the Agreement and the Plan; (c) accepts this Option subject to all of the terms and provisions thereof; (d) consents and agrees to all amendments that have been made to the Plan since it was adopted in 2025 (and for the avoidance of doubt consents and agrees to each amended term reflected in the Plan as in effect on the date of the Agreement), and consents and agrees that all options and restricted stock units, if any, held by the Optionee that were previously granted under the Plan as it has existed from time to time are now governed by the Plan as in effect on the date of the Agreement (except to the extent the Committee has expressly provided that a particular Plan amendment does not apply retroactively); and (e) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or the Agreement.

[If the Agreement is signed in paper form, complete and execute the following:]

OPTIONEE

Signature

Print Name

**RALLIANT CORPORATION
2025 STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT**

This Addendum includes additional terms and conditions that govern the Option granted to the Optionee if the Optionee resides and/or works in one of the countries listed below. Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Notice of Stock Option Grant, the Agreement or the Plan.

This Addendum also includes information regarding securities, exchange control, tax and certain other issues of which the Optionee should be aware with respect to the Optionee's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect as of January 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information contained herein as the only source of information relating to the consequences of the Optionee's participation in the Plan because the information may be out of date at the time the Optionee exercises the Option or sells Shares acquired under the Plan.

In addition, this Addendum is general in nature and may not apply to the Optionee's particular situation, and the Company is not in a position to assure the Optionee of any particular result. **Accordingly, the Optionee should seek appropriate professional advice as to how the relevant laws in the Optionee's country apply to the Optionee's specific situation.**

If the Optionee is a citizen or resident (or is considered as such for local tax purposes) of a country other than the one in which the Optionee is currently residing and/or working, or if the Optionee transfers employment and/or residency to another country after the grant of the Option, the information contained herein may not be applicable to the Optionee in the same manner.

OPTIONEES IN THE EUROPEAN UNION ("EU") / EUROPEAN ECONOMIC AREA, INCLUDING THE UNITED KINGDOM AND SWITZERLAND ("EEA+")

1. Data Privacy. If the Optionee resides and/or is employed in the EEA+, the following provision replaces Section 15 of the Agreement:

The Company is located at 4114 Center at North Hills Street, Suite, 400 Raleigh NC 27609, United States of America and grants Options under the Plan to employees of the Company and its Subsidiaries in its sole discretion. The Optionee should review the following information about the Company's data processing practices.

(a) Data Collection, Processing and Usage. Pursuant to applicable data protection laws, the Optionee is hereby notified that the Company collects, processes, and uses certain personally-identifiable information about the Optionee; specifically, including the Optionee's name, home address, email address and telephone number, date of birth, social insurance number or other number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Options or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Optionee's favor, which the Company receives from the Optionee or the Employer. In granting the Options under the Plan, the Company will collect the Optionee's personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company collects, processes and uses the Optionee's personal data pursuant to the Company's legitimate interest of managing the Plan and generally administering employee equity awards and to satisfy its contractual obligations under the terms of the Agreement. The

Optionee's refusal to provide personal data may affect the Optionee's ability to participate in the Plan. As such, by participating in the Plan, the Optionee voluntarily acknowledges the collection, processing and use, of the Optionee's personal data as described herein.

(b) Stock Plan Administration Service Provider. The Company transfers participant data to

Fidelity Stock Plan Services LLC, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the “Stock Plan Administrator”). In the future, the Company may select a different Stock Plan Administrator and share the Optionee’s personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Optionee to receive and trade Shares acquired under the Plan. The Optionee will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Optionee’s ability to participate in the Plan.

(c) International Data Transfers. The Company and the Stock Plan Administrator are based in the United States. The Company can only meet its contractual obligations to the Optionee if the Optionee’s personal data is transferred to the United States. Where a legally recognized safeguard is required in order to transfer Optionee’s Data outside of its originating territory, the Company will rely on standard contractual clauses adopted and approved by the European Commission or other governing body with competent jurisdiction. Where no such clauses are in place between the exporting and importing entities, then the transfer shall be a necessary restricted transfer in connection with the performance of a contract to which the data subject is a party.

(d) Data Retention. The Company will use the Optionee’s personal data only as long as is necessary to implement, administer and manage the Optionee’s participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws. This may mean that the Optionee’s data is retained until after the Optionee’s termination of employment, plus any additional time periods necessary for compliance with law, exercise or defense of legal rights, archiving, back-up and deletion purposes.

(e) Data Subjects Rights. The Optionee may have a number of rights under data privacy laws in the Optionee’s country of residence. For example, the Optionee’s rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Optionee’s country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Optionee’s personal data. To receive clarification regarding the Optionee’s rights or to exercise his or her rights, the Optionee can consult his or her employing entity’s Staff-Facing Privacy Notice or contact his or her local human resources representative.

OPTIONEES IN CHINA AND ITALY

Method of Exercise

The Optionee acknowledges that due to regulatory requirements, and notwithstanding any terms or conditions of the Plan or the Agreement to the contrary, the Optionees residing in mainland China and Italy will be restricted to the cashless sell-all method of exercise with respect to their Options. To complete a cashless sell-all exercise, the Optionee understands that the Optionee needs to instruct the broker to: (i) sell all of the purchased Shares issued upon exercise; (ii) use the proceeds to pay the Exercise Price, brokerage fees and any applicable Tax Related Items; and (iii) remit the balance in cash to the Optionee. In the event of changes in regulatory requirements, the Company reserves the right to eliminate the cashless sell-all method of exercise requirement and, in its sole discretion, to permit cash exercises, cashless sell-to-cover exercises or any other method of exercise and payment deemed appropriate by the Company.

OPTIONEES IN BELGIUM

Terms and Conditions

Options granted to the Optionee in Belgium shall not be accepted by the Optionee earlier than the 61st day following the Offer Date. The Offer Date is the date on which the Company notifies the Optionee of the material terms and conditions of the Option grant. Any acceptance given by the Optionee before the 61st day following the grant date shall be null and void.

Foreign Asset/Account Reporting Information

Belgian residents are required to report any security (e.g., the Shares acquired under the Plan) or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. The Optionee will also be required to complete a separate report providing the National Bank of Belgium with details regarding any such account (including the account number, the name of the bank in which such account is held and the country in which such account is located). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption.

Stock Exchange Tax

A stock exchange tax applies to transactions executed by a Belgium resident through a non-Belgian financial intermediary. The stock exchange tax likely will apply when the Shares are sold. *The Optionee should consult with his or her personal tax advisor for additional details on the Optionee's obligations with respect to the stock exchange tax.*

Annual Securities Account Tax

An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. *The Optionee should consult with his or her personal tax advisor regarding the application of this tax.*

OPTIONEES IN BRAZIL

Labor Law Policy and Acknowledgement

This provision supplements Section 9 of the Agreement:

By accepting the Option, the Optionee agrees that he or she is (a) making an investment decision, (b) that the Option will be exercisable by the Optionee only if the Vesting Conditions are met and any necessary services are rendered by Optionee during the vesting period set forth in the Vesting Schedule, and (c) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Optionee.

Further, the Optionee agrees that, for all legal purposes, (a) the benefits provided to the Optionee under the Plan are the result of commercial transactions unrelated to the Optionee's employment; (b) the Plan is not a part of the terms and conditions of the Optionee's employment; and (c) the income from the Option, if any, is not part of the Optionee's remuneration from employment.

Compliance with Law

By accepting the Option, the Optionee acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the exercise of the Option, the receipt of any dividends, and the sale of the Shares acquired under the Plan.

Foreign Asset/Account Reporting Information

If the Optionee is a resident or domiciled in Brazil, the Optionee will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights exceeds US\$1,000,000. Assets and rights that must be reported include any Shares acquired under the Plan and may include the Option. Foreign individuals holding Brazilian visas are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the date of admittance as a resident of Brazil.

Tax on Financial Transactions (IOF)

Payments to foreign countries and repatriation of funds into Brazil, and the conversion between BRL and USD associated with such fund transfers, may be subject to the Tax on Financial Transaction. It is the Optionee's responsibility to comply with any applicable Tax on Financial Transaction arising from participation in the Plan. *The Optionee should consult with his or her personal tax advisor for additional details.*

OPTIONEES IN CANADA

Method of Payment and Tax Obligations

This provision supplements Sections 4 and 8(a) of the Agreement:

Notwithstanding any discretion in the Plan, if the Optionee is a resident of Canada, the Optionee is prohibited from paying the Exercise Price by the method set forth in Section 4(c), or for paying any Tax Related Items by the delivery of (i) unencumbered Shares, or (ii) withholding in Shares otherwise issuable to the Optionee at exercise, as set forth in Section 8(a).

IMPORTANT ACKNOWLEDGMENT. In accepting this Option grant, the Optionee acknowledges that the Optionee has received a copy of the Plan and the Agreement and reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

THE OPTIONEE FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE OPTIONEE HAS READ AND EXPRESSLY ACCEPTS SECTION 5 (TERMINATION OF EMPLOYMENT) OF THIS AGREEMENT, AS AMENDED BY THE FOLLOWING APPENDIX PROVISION:

Termination of Employment

This provision replaces the second paragraph of Section 5 of the Agreement:

For purposes of this Option, the Optionee's employment will be considered terminated as of the date that is the earlier of (1) the date of termination of the Optionee's employer-employee or service-providing relationship; (2) the date on which the Optionee receives written notice of termination; or (3) the date the Optionee is no longer actively employed or actively providing services to the Company or an Eligible

laws (including, but not limited to, statutory law and/or common law), the Committee shall have discretion to determine whether the Optionee has ceased to be actively employed by (or, if the Optionee is a consultant or director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting during a statutory notice period, the Optionee's right to vest in the Option, if any, will terminate effective upon the expiry of the minimum statutory notice period, and Optionee's right to exercise any Option after termination of employment, if any, shall be measured as of such date. The Optionee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the statutory notice period, nor will the Optionee be entitled to any compensation for lost vesting. In any event, if employment standards legislation explicitly requires continued vesting during a statutory notice period, then the additional vesting provided under Section 5 is deemed to be inclusive of any entitlements that arise during the applicable statutory notice period.

Securities Law Notice

The Optionee is permitted to sell the Shares acquired through the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of the Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange.

Foreign Asset/Account Reporting Information

Foreign property, including Options, the Shares acquired under the Plan, and other rights to receive shares of a non-Canadian company held by a Canadian resident must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, such Options must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because the Optionee holds other foreign property. When the Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if the Optionee owns other shares of the same company, this ACB may need to be averaged with the ACB of the other shares. The Optionee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.

OPTIONEES IN CHINA

Settlement Notice Applicable to Participants who are PRC Nationals

Notwithstanding anything to the contrary in the Plan or the Agreement, no Shares will be issued to the Participant in settlement of the Options unless and until all necessary exchange control or other approvals with respect to the Options under the Plan have been obtained from the PRC State Administration of Foreign Exchange ("SAFE") or its local counterpart ("SAFE Approval").

Exchange Control Restrictions Applicable to Optionees who are PRC Nationals

If the Optionee is a local national of the People's Republic of China ("PRC"), the Optionee agrees and acknowledges that, except as otherwise provided herein, his or her Options can be exercised only by means of the cashless sell-all method, under which all Shares underlying the Option are immediately sold upon exercise.

In addition, the Optionee understands and agrees that, pursuant to local exchange control requirements, the Optionee is required to repatriate the cash proceeds from the cashless sell-all method of exercise of the Options, (i.e., the sale proceeds less the Exercise Price and any administrative fees). The Optionee agrees that the Company is authorized to instruct its designated broker to assist with the immediate sale of such Shares (on the Optionee's behalf pursuant to this authorization), and the Optionee expressly authorizes such

broker to complete the sale of such Shares. The Optionee acknowledges that the Company's broker is under no obligation to arrange for the sale of the Shares at any particular price. The Company reserves the right to provide additional methods of exercise depending on the development of local law.

In addition, the Optionee understands and agrees that the cash proceeds from the exercise of his or her Options, (i.e., the proceeds of the sale of the Shares underlying the Options, less the Exercise Price and any administrative fees) will be repatriated to China. The Optionee further understands that, under local law, such repatriation of the cash proceeds may be effectuated through a special foreign exchange control account to be approved by the local foreign exchange administration, and the Optionee hereby consents and agrees that the proceeds from the sale of Shares acquired under the Plan, net of the Exercise Price and administrative fees, may be transferred to such special account prior to being delivered to the Optionee. The proceeds, net of Tax Related Items, may be paid to the Optionee in U.S. Dollars or local currency at the Company's discretion. In the event the proceeds are paid to the Optionee in U.S. Dollars, the Optionee understands that he or she will be required to set up a U.S. Dollar bank account in China and provide the bank account details to the Employer and/or the Company so that the proceeds may be deposited into this account. In addition, the Optionee understands and agrees that Optionee will be responsible for converting the proceeds into Renminbi Yuan at the Optionee's expense.

If the proceeds are paid to the Optionee in local currency, the Optionee agrees to bear any currency fluctuation risk between the time the Shares are sold and the time the sale proceeds are distributed through any such special exchange account.

Exchange Control Notice Applicable to Optionees in the People's Republic of China ("PRC")

The Optionee understands that exchange control restrictions may limit the Optionee's ability to access and/or convert funds received under the Plan. The Optionee should confirm the procedures and requirements for withdrawals and conversions of foreign currency with his or her local bank prior to the Option exercise. The Optionee agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in the Peoples' Republic of China.

Foreign Asset/Account Reporting Information

PRC residents are required to report to SAFE details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents, either directly or through financial institutions. The Optionee may be subject to reporting obligations for the Shares or awards acquired under the Plan and Plan-related transactions. It is the Optionee's responsibility to comply with this reporting obligation and the Optionee should consult his/her personal tax advisor in this regard.

OPTIONEES IN FRANCE

Non-Tax-Qualified Award

This Option is not eligible for the specific tax and social security regime provided by sections L. 225-197-1 to L. 225-197-65 and sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended, and the relevant sections of the French Tax Code or French Social Security Code.

Consent to Receive Information in English

By accepting the Options, the Optionee confirms having read and understood the Plan, the Notice of Grant, the Agreement and this Addendum, including all terms and conditions included therein, which were provided in the English language. The Optionee accepts the terms of those documents accordingly.

Consentement afin de Recevoir des Informations en Anglais

En acceptant les Options d'Achat d'Actions, le Bénéficiaire confirme avoir lu et compris le Plan, la Notification d'Attribution, le Contrat et la présente Annexe, en ce compris tous les termes et conditions y relatifs, qui ont été fournis en langue anglaise. Le Bénéficiaire accepte les dispositions de ces documents en connaissance de cause.

Forgien Asset/Account Reporting Information

The Optionee may hold any Shares acquired under the Plan, any sales proceeds resulting from the sale of the Shares or any dividends paid on such Shares outside of France, provided the Optionee declares all foreign accounts, whether open, current, or closed, in his or her income tax return. Failure to complete this reporting triggers penalties for the resident. Further, French residents with foreign account balances exceeding prescribed amounts may have additional monthly reporting requirements.

Exchange Control Notice

The value of any cash or securities imported or exported from France without the use of a financial institution must be reported to the customs and excise authorities if the value of such cash or securities is greater than a certain amount. The Optionee should consult with his or her financial advisor for further details regarding this requirement.

OPTIONEES IN GERMANY

Exchange Control Notice

Cross-border payments in excess of €50,000 must be reported to the German Federal Bank (Bundesbank). If the Optionee makes or receives a payment in excess of this amount (including if the Optionee acquires Shares with a value in excess of this amount under the Plan or sells Shares via a foreign broker, bank or service provider and receives proceeds in excess of this amount), and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax Related Items, the Optionee must report the payment and/or the value of the Shares withheld or sold to the Bundesbank. Such reports must be made either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. The Optionee is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Foreign Asset/Account Reporting Information

If the Optionee's acquisition of Shares under the Plan leads to a "qualified participation" at any point during the calendar year, the Optionee may need to report the acquisition when he or she files a tax return for the relevant year. A qualified participation occurs only if (i) the Optionee owns 1% or more of the Company and the value of the Shares acquired exceeds €150,000, or (ii) the Optionee holds Shares exceeding 10% of the Company's total common stock. However, if the shares of Common Stock are listed on a recognized stock exchange (including the New York Stock Exchange) and the Optionee owns less than 1% of the Company, this requirement will not apply to the Optionee.

OPTIONEES IN INDIA

Tax Collection at Source

The Optionee understands that Tax Collected At Source ("TCS") may apply to funds remitted out of India if the funds exceed a certain amount (currently INR 1,000,000) during the Indian fiscal year ("TCS Threshold"). Therefore, the Optionee's remittances out of India, including any remittances made to fund the Exercise Price for the Shares, may be subject to TCS. Further, the Optionee may be required to provide a declaration to the bank remitting the funds or to the Employer to determine if the TCS Threshold has been reached. If the Optionee pays the Exercise Price with a method of exercise which does not require the remittance of funds out of India, TCS should not be due in connection with the exercise of the Option. However, the Optionee is personally responsible for payment of the TCS and is advised to consult with a personal advisor to determine if TCS applies in connection with the Option.

Exchange Control Notice

The Optionee understands that he or she must repatriate any proceeds from the sale of Shares acquired under the Plan or from the receipt of dividends paid on such Shares to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws, which may be amended from time to time. The Optionee must obtain a foreign inward remittance certificate ("FIRC") from the bank where the Optionee deposits the foreign currency and must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is the Optionee's responsibility to comply with these requirements. Neither the Company nor the Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with any applicable laws. The Optionee may be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India. The Optionee should consult his or her own legal advisor about the applicable requirements.

Foreign Assets Reporting Information

The Optionee is required to declare foreign bank accounts and any foreign financial assets (including Shares held outside India) in his or her annual tax return. It is the Optionee's responsibility to comply with this reporting obligation and the Optionee should consult with his or her personal tax advisor in this regard as significant penalties may apply in the case of non-compliance.

OPTIONEES IN ITALY

Plan Document Acknowledgement

In accepting the Option, the Optionee acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement (including this Addendum) in their entirety and fully understands and accepts all provisions of the Plan and the Agreement (including this Addendum).

The Optionee further acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Agreement: Section 8: Tax Obligations; Section 9: Nature of Grant; Section 15: Data Privacy; Section 18: Governing Law and Venue; Section 24: Addendum; Section 25: Imposition of Other Requirements and Section 26: Clawback.

Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions, even if they do not directly hold the financial assets abroad. The Optionee should consult his or her personal legal advisor to ensure compliance with applicable reporting requirements.

Foreign Asset Tax Information

The value of the financial assets held outside of Italy (including Shares acquired under the Plan) by Italian residents is subject to a foreign asset tax. The taxable amount will be the fair market value of the financial assets assessed at the end of the calendar year.

OPTIONEES IN JAPAN

Exchange Control Notice

If the Optionee acquires Shares valued at more than ¥100,000,000 in a single transaction, the Optionee must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of Shares.

In addition, if the Optionee pays more than ¥30,000,000 in a single transaction for the purchase of Shares when the Optionee exercises the Option, the Optionee must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

A Payment Report is required independently from a Securities Acquisition Report. Therefore, if the total amount that the Optionee pays upon a one-time transaction for exercising the Option and purchasing Shares exceeds ¥100,000,000, then the Optionee must file both a Payment Report and a Securities Acquisition Report.

Foreign Asset/Account Reporting Information

The Optionee will be required to report to the Tax Office details of any assets held outside of Japan as of December 31st) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by June 30 each year. The Optionee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Optionee and whether the Optionee will be required to include details of any outstanding Option or Shares held by the Optionee in the report.

OPTIONEES IN KOREA

Exchange Control Notice

Korean residents holding or receiving cash in excess of USD 5,000 (including proceeds from the sale of Shares) outside Korea may be required to file an exchange control report with a Korean foreign exchange bank in advance of the deposit of such funds in an "overseas financial institution (such as a non-Korean bank). Generally, a brokerage account with a non-Korean broker should not be considered an "overseas"

financial institution." The Optionee should consult with a legal advisor prior to depositing sale proceeds in a foreign brokerage or other account to ensure compliance with any regulations applicable to any aspect of participation in the Plan.

Foreign Asset/Account Reporting Information

Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) based in foreign countries that have not entered into an “inter-governmental agreement for automatic exchange of tax information” with Korea to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds a certain threshold. The Optionee should consult with the Optionee's personal tax advisor for additional information about this reporting obligation.

OPTIONEES IN MEXICO

Labor Law Acknowledgement

This provision supplements Section 9 of the Agreement:

By accepting the Options, the Optionee acknowledges that he or she understands and agrees that: (i) the Option is not related to the salary and other contractual benefits granted to the Optionee by the Employer; and (ii) any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement

The grant of the Option the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 4114 Center at North Hills Street, Suite, 400 Raleigh NC 27609, United States of America, is solely responsible for the administration of the Plan. Participation in the Plan and the acquisition of Shares under the Plan does not in any way establish an employment relationship between the Optionee and the Company since the Optionee is participating in the Plan on a wholly commercial basis and the Optionee's sole employer is the Subsidiary employing the Optionee, as applicable, nor does it establish any rights between the Optionee and the Employer.

Plan Document Acknowledgment

By participating in the Plan, the Optionee acknowledges that he or she has received copies of the Plan and the Agreement, has reviewed the Plan and the Agreement in their entirety and fully understands and accept all provisions of the Plan and the Agreement.

In addition, by participating in the Plan, the Optionee further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 9 of the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and its Subsidiaries are not responsible for any decrease in the value of the Shares underlying the Option.

Finally, the Optionee hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of participation in the Plan and therefore

grants a full and broad release to the Employer and the Company and its Subsidiaries with respect to any claim that may arise under the Plan.

Spanish Translation

Reconocimiento de la Ley Laboral

Esta disposición complementa la Sección 9 del Contrato:

Por medio de la aceptación de la Opción, quien tiene la opción manifiesta que entiende y acuerda que: (i) la Opción no se encuentra relacionada con el salario ni con otras prestaciones contractuales concedidas al que tiene la opción por parte del patrón; y (ii) cualquier modificación del Plan o su terminación no constituye un cambio o desmejora en los términos y condiciones de empleo.

Declaración de Política

El otorgamiento de la Opción por parte de la Compañía bajo el Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier momento, sin ninguna responsabilidad.

La Compañía, con oficinas registradas ubicadas en 6920 Seaway Blvd, Everett, WA, 98203, Estados Unidos de América, es la única responsable de la administración del Plan. La participación en el Plan y, la adquisición de Acciones no establece de forma alguna, una relación de trabajo entre el que tiene la opción y la Compañía, ya que la participación en el Plan por parte del que tiene la opción es completamente comercial y el único patrón es la Subsidiaria que esta contratando al que tiene la opción, en caso de ser aplicable, así como tampoco establece ningún derecho entre el que tiene la opción y el patrón.

Reconocimiento del Plan de Documentos

Por medio de la participación en el Plan, el que tiene la opción reconoce que ha recibido copias del Plan y del Contrato, que el Plan y el Contrato han sido revisados en su totalidad y que completamente entiende y acepta las disposiciones contenidas en el Plan y en el Contrato.

Adicionalmente, al participar en el Plan, el que tiene la opción reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en la Sección 9 del Contrato en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como sus Subsidiarias no son responsables por cualquier detrimento en el valor de las Acciones en relación con la Opción.

Finalmente, por medio de la presente quien tiene la opción declara que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación en el Plan y en consecuencia, otorga el más amplio finiquito a su patrón, así como a la Compañía, a sus Subsidiarias con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

Securities Law Information

The Options and Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered

or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Options may not be publicly distributed in Mexico. These materials are addressed to the Optionee only because of Optionee's existing relationship with the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of a Subsidiary of the Company in Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

OPTIONEES IN THE NETHERLANDS

There are no country-specific terms or conditions.

OPTIONEES IN POLAND

Exchange Control Notification

Polish residents holding foreign securities (*e.g.*, Shares) and/or maintaining accounts abroad are obligated to file quarterly reports with the National Bank of Poland incorporating information on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN 7 million.

Polish residents are also required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000). Polish residents are required to store documents connected with foreign exchange transactions for a period of five years from the date the exchange transaction was made.

OPTIONEES IN SINGAPORE

Securities Law Notice

The grant of the Options is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") and is not made to the Optionee with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Optionee should note that the Options are subject to section 257 of the SFA and the Optionee should not make (i) any subsequent sale of Shares in Singapore or (ii) any offer of such subsequent sale of Shares subject to the Option in Singapore, unless such sale or offer is made after six (6) months of the grant of the Option or pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA. The Company's Common Stock is traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol "FTV" and Shares acquired under the Plan may be sold through this exchange.

Director Notification Requirement

If the Optionee is a director (including an alternate, substitute, or shadow director¹) of a Singapore Subsidiary of the Company, the Optionee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singapore Subsidiary in writing

¹ A shadow director is an individual who is not on the board of directors of the Singapore Affiliate but who has sufficient control so that the board of directors of the Singapore Affiliate acts in accordance with the directions and instructions of the individual.

In addition, the Optionee must notify the Singapore Subsidiary when the Optionee sells Shares of the Company or any related company (including when the Optionee sells Shares acquired under the Plan). These notifications must be made within two (2) business days of (i) its acquisition or disposal, (ii) any change in a previously-disclosed interest (e.g., exercise of the Options or when Shares acquired under the Plan are subsequently sold), or (iii) becoming or a director. If the Optionee is the Chief Executive Officer of the Singapore Subsidiary of the Company, these requirements may also apply to the Optionee.

OPTIONEES IN SLOVAK REPUBLIC

There are no country-specific provisions.

OPTIONEES IN SWEDEN

Responsibility for Taxes

The following provision supplements Section 8 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax Related Items as set forth in Section 8 of the Agreement, in accepting the Option grant, the Optionee authorizes the Company and/or the Employer to sell or withhold shares of Common Stock otherwise deliverable to the Optionee upon exercise to satisfy Tax Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax Related Items.

OPTIONEES IN SWITZERLAND

Securities Law Notice

Neither this document nor any other materials relating to the Options (i) constitute a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority including the Swiss Financial Supervisory authority ("FINMA").

OPTIONEES IN TAIWAN

Securities Law Notice

The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Notice

If the Optionee is a resident of Taiwan, he or she may acquire foreign currency and remit the same out of or into Taiwan up to US \$10,000,000 per year without justification. If the transaction amount is TWD \$500,000 or more in a single transaction, the Optionee must submit a Foreign Exchange Transaction Form to the remitting bank. If the transaction amount is US\$500,000 or more in a single transaction, the Optionee also must provide supporting documentation to the satisfaction of the remitting bank.

OPTIONEES IN UNITED ARAB EMIRATES

Nature of Grant

This provision supplements Section 9 of the Agreement:

The Optionee acknowledges that the Options and related benefits do not constitute a component of the Optionee's "wages" for any legal purpose. Therefore, the Options and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as social insurance contributions and/or any other labor-related amounts which may be payable.

Securities Law Notice

for distribution only to employees of the Company and its Subsidiaries for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Optionee has any questions regarding the context of the Agreement, including the Addendum, or the Plan, the Optionee should obtain independent professional advice.

OPTIONEES IN THE UNITED KINGDOM

Tax Obligations

This provision supplements Section 8 of the Agreement:

Without limitation to Section 8 of the Agreement, the Optionee hereby agrees that the Optionee is liable for all Tax Related Items and hereby covenants to pay all such Tax Related Items, as and when requested by the Company, or the Employer, or by HM's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Optionee also hereby agrees to indemnify and keep indemnified the Company and, if different, the Employer, against any Tax Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Optionee's behalf.

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Optionee may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Optionee, as it may be considered a loan. In this case, the amount of any uncollected amounts may constitute a benefit to the Optionee on which additional income tax and National Insurance Contributions may be payable. The Optionee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer for the value of any National Insurance Contributions due on this additional benefit, which the Company or the Employer may recover by any of the means referred to in Section 8 of the Agreement.

Certification

I, Tamara Newcombe, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ralliant Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2025

By: /s/ Tamara Newcombe
Tamara Newcombe
President and Chief Executive Officer

Certification

I, Neill P. Reynolds, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ralliant Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2025

By: /s/ Neill P. Reynolds
Neill P. Reynolds
Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Tamara Newcombe, 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, Ralliant Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended September 26, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Ralliant Corporation.

Date: November 6, 2025

By: /s/ Tamara Newcombe

Tamara Newcombe

President and Chief Executive Officer

This certification accompanies the Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that Ralliant Corporation specifically incorporates it by reference.

**CERTIFICATION OF 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, Neill P. Reynolds, 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, Ralliant Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended September 26, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Ralliant Corporation.

Date: November 6, 2025

By: /s/ Neill P. Reynolds

Neill P. Reynolds
Chief Financial Officer

This certification accompanies the Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that Ralliant Corporation specifically incorporates it by reference.