

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

**FORM 10-K**

(Mark One)

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

**For the fiscal year ended December 31, 2020**

OR

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

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

**ITT INC.**

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

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

1133 Westchester Avenue  
White Plains, NY 10604  
(Principal Executive Office)  
Telephone Number: (914) 641-2000

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1 per share	ITT	New York Stock Exchange

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

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

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

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

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

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

- Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company  
 Emerging growth company

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

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

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

The aggregate market value of the common stock of the registrant held by non-affiliates of the registrant on June 30, 2020 was approximately \$5.0 billion. As of February 17, 2021, there were outstanding 86.5 million shares of common stock, \$1 par value, of the registrant.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's Definitive Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A for its 2021 Annual Meeting of Shareholders are incorporated by reference in Part II and Part III of this Form 10-K.

## TABLE OF CONTENTS

ITEM	PAGE
<b>PART I</b>	
1 Description of Business	1
1A Risk Factors	10
1B Unresolved Staff Comments	19
2 Properties	19
3 Legal Proceedings	19
4 Mine Safety Disclosures	21
* Information About Our Executive Officers	20
<b>PART II</b>	
5 Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	21
6 Selected Financial Data	22
7 Management's Discussion and Analysis of Financial Condition and Results of Operations	23
7A Quantitative and Qualitative Disclosures About Market Risk	44
8 Financial Statements and Supplementary Data	44
9 Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	44
9A Controls and Procedures	45
9B Other Information	46
<b>PART III</b>	
10 Directors, Executive Officers and Corporate Governance	48
11 Executive Compensation	48
12 Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	48
13 Certain Relationships and Related Transactions, and Director Independence	48
14 Principal Accounting Fees and Services	48
<b>PART IV</b>	
15 Exhibits and Financial Statement Schedule	49
16 Form 10-K Summary	49
Exhibit Index	II-1
Signatures	II-4
* Included pursuant to the General Instruction to Item 401 of Regulation S-K.	

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## WHERE YOU CAN FIND MORE INFORMATION

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

Our corporate headquarters are located at 1133 Westchester Avenue, White Plains, New York 10604 and the telephone number of this location is (914) 641-2000.

## FORWARD-LOOKING AND CAUTIONARY STATEMENTS

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

We use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "target," "future," "may," "will," "could," "should," "potential," "continue," "guidance" and other similar expressions to identify such forward-looking statements. Forward-looking statements are uncertain and to some extent unpredictable, and involve known and unknown risks, uncertainties and other important factors that could cause actual results to differ materially from those expressed or implied in, or reasonably inferred from, such forward-looking statements.

Where in any forward-looking statement we express an expectation or belief as to future results or events, such expectation or belief is based on current plans and expectations of our management, expressed in good faith and believed to have a reasonable basis. However, there can be no assurance that the expectation or belief will occur or that anticipated results will be achieved or accomplished.

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

- impacts on our business due to the COVID-19 pandemic and the timing, effectiveness and availability of vaccines or other medical remedies; including disruptions to our operations and demand for our products, increased costs, disruption of supply chain and other constraints in the availability of key commodities and other necessary services, government-mandated site closures, employee illness or loss of key personnel, the impact of travel restrictions and stay-in-place restrictions on our business and workforce, customer and supplier bankruptcies, impacts to the global economy and financial markets, liquidity challenges in accessing capital markets;
  - uncertainties regarding our exposure to pending and future asbestos claims and related liabilities and insurance recoveries;
  - uncertain global economic and capital markets conditions, including due to COVID-19, trade disputes between the U.S. and its trading partners, the new U.S. administration, political and social unrest, and fluctuations in steel, oil, and other commodities prices;
  - risks due to our operations and sales outside the U.S. and in emerging markets;
  - fluctuations in foreign currency exchange rates;
  - fluctuations in demand or customers' levels of capital investment and maintenance expenditures, especially in the oil and gas, chemical, and mining markets, or changes in our customers' anticipated production schedules, especially in the commercial aerospace market;
  - failure to compete successfully and innovate in our markets;
  - the extent to which there are quality problems with respect to manufacturing processes or finished goods;
  - risks related to government contracting, including changes in levels of government spending and regulatory and contractual requirements applicable to sales to the U.S. government;
  - volatility in raw material prices and our suppliers' ability to meet quality and delivery requirements;
  - failure to manage the distribution of products and services effectively;
  - loss of or decrease in sales from our most significant customer;
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- fluctuations in our effective tax rate;
- failure to protect our intellectual property rights or violations of the intellectual property rights of others;
- the risk of material business interruptions, particularly at our manufacturing facilities;
- the risk of cybersecurity breaches;
- changes in laws relating to the use and transfer of personal and other information;
- failure of portfolio management strategies, including cost-saving initiatives, to meet expectations;
- changes in environmental laws or regulations, discovery of previously unknown or more extensive contamination, or the failure of a potentially responsible party to perform;
- failure to comply with the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption legislation, export controls and trade sanctions, including recently announced tariffs;
- risk of product liability claims and litigation; and
- risk of liabilities from past divestitures and spin-offs.

Refer to Item 1A, [Risk Factors](#) for more information on factors that could cause actual results or events to differ materially from those anticipated and disclosed within this Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q and in other documents we file from time to time with the SEC. The forward-looking statements included in this report speak only as of the date of this report. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

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## PART I

### ITEM 1. DESCRIPTION OF BUSINESS

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

#### COMPANY OVERVIEW

ITT is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial, and energy markets. We manufacture components that are integral to the operation of systems and manufacturing processes in these key markets. Our products provide enabling functionality for applications where reliability and performance are critically important to our customers and the users of their products.

#### BUSINESS OVERVIEW

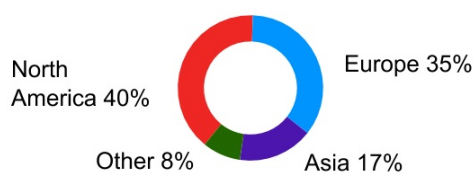
• Sales in approximately 125 countries	• Strategic proximity and intimacy with customers
• 2020 revenue of \$2.5 billion	• Global presence with 67% of revenue outside the U.S.
• Approx. 9,700 employees in 35 countries	• Balanced and diversified portfolio

3 segments: Motion Technologies (MT), Industrial Process (IP), and Connect & Control Technologies (CCT)

#### Revenue by Segment



#### Revenue by Geography



MT produces friction, and shock and vibration isolation products; IP delivers industrial flow equipment and services; and CCT produces connectors, fluid handling, motion control, composite materials, and noise and energy absorption products.

Our businesses share a common, repeatable operating model centered on our engineering capabilities. Each business applies its technology and engineering expertise to solve our customers' most pressing challenges. Our applied engineering provides a valuable business relationship with our customers given the critical nature of our applications. This in turn provides us with unique insight into our customers' requirements and enables us to develop solutions to better assist our customers to achieve their business goals. Our technology and customer intimacy together produce opportunities to capture recurring revenue streams, aftermarket opportunities, and long-lived platforms from original equipment manufacturers (OEMs).

#### OUR KEY BRANDS

MT	• ITT Friction Technologies • Axtone	• KONI • Novitek	• Wolverine Advanced Materials • Galt
IP	• Goulds Pumps • PRO Services • Rheinhütte Pumpen	• Bornemann • C'treat	• Engineered Valves • i-ALERT
CCT	• Cannon • Aerospace Controls • Neo-Dyn Process Controls	• VEAM • Enidine • Conoflow	• BIW Connector Systems • Compact Automation • Matrix Composites

These brands are associated with quality, reliability, durability, and engineering excellence. Our brands have a strong international presence and participate in many emerging markets, including China, India, Mexico, Brazil, Saudi Arabia, and Russia.

We are committed to continue creating long-term sustainable value for our stakeholders with our strategic framework of customer centricity, operational excellence, innovation, and effective capital deployment. Our strategy is designed to achieve premier financial performance by combining profitable growth with operational improvements, and share gains in all our businesses while keeping our customers at the center of everything we do.

The main focus of our strategy is expanding in global markets and investing in new products that leverage our deep engineering capabilities, combined with operational improvements that optimize safety, quality, on time delivery, and productivity. We are on a journey to establish a high-performance culture that goes beyond the factory floor to improve the efficiency and effectiveness of all critical processes in the value chain and in all functions. These initiatives encompass not only continuous improvement principles, but also leadership, talent, and cultural aspects. For additional information, see "Human Capital Management" within [Other Company Information](#).

We believe that we have the opportunity to continue to expand geographically, broaden our product lines, improve our market position, and increase earnings through organic growth and targeted acquisitions. We continue to evaluate capital investments that will enable us to strategically and efficiently deploy capital. We continue to prioritize close-to-core acquisitions that have unique and differentiated products, services, and technologies. Effective capital deployment, including resource optimization and a disciplined focus on cash flow management, are a major part of how we plan to achieve our financial performance goals and deliver strong shareholder return.

## Segment Information

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

### Motion Technologies (MT)

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

#### *Friction Technologies*

Friction Technologies manufactures a range of brake pads installed as original equipment (OE) on passenger cars and trucks, and light- and heavy-duty commercial vehicles. Demand for our products stem from a variety of end customers and automotive platforms around the world. OE pads are sold either directly to OEMs or to Tier-1 brake manufacturers. Our OE pads are designed to meet customer specifications and environmental regulations, and to satisfy an array of performance standards across multiple geographies. Most automotive OEM platforms (car models) require specific brake pad formulations and have demanding quality, delivery, and volume schedules.

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

Sales to Continental, MT's largest customer, represent 20% of 2020 MT revenue. A significant portion of the OEM revenue, typically about half, is derived at the automakers' direction to use an ITT brake pad in Continental's braking systems (calipers), generally through supply agreements signed directly with automakers. The remaining Continental revenue is generated from a long term aftermarket agreement.

#### *Wolverine*

Wolverine is a manufacturer of customized damping technologies for automotive braking systems and specialized gasket sealing solutions for harsh operating environments. Brake shims are thin metal and rubber adhesive dampeners that fit onto the brake pad and against the brake caliper to prevent excessive noise and vibration. Gaskets are an anti-vibration and sealing solution that prevent fluid spillage in applications such as

engines, transmissions, exhaust systems, fuel systems, and a variety of pneumatic systems. Wolverine sells its products to Tier-2 brake pad suppliers (including Friction Technologies) and to Tier-1 manufacturers.

#### *KONI & Axtone*

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

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

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

*Bus, Truck & Trailer and Defense* manufactures shock absorbers and dampers, for sale to both OEM and AM customers.

#### *Other Information*

Due to many years of investment in our core capabilities and our collaboration with major OEMs, today's MT is recognized as a leader in customer satisfaction, quality and on-time delivery. MT has a global and concentrated manufacturing footprint with advanced automation capabilities, with production facilities in Europe, China, and North America.

MT competes in markets primarily served by large and well-established national and global companies. Key competitive drivers within the brake pad and brake shim business include technical expertise, formulation development capabilities, scale production, product performance, high-quality standards, customer intimacy, reputation, and the ability to meet demanding delivery and volume schedules in a reduced amount of time. OE and OES brake pad customers usually require long-lasting and well-established relationships based on mutual trust, local proximity, and a wide range of cooperative activities, starting from the design, to the sampling, prototyping and testing phases of brake pads. Within the independent AM pads market, MT is a leading automotive supplier in a highly fragmented global market. MT delivers products for both internal combustion engine vehicles and electric vehicles.

Competitive drivers in the rail damping systems business include price, technical expertise and product performance. Rail damping systems are considered critical components because of safety requirements and thus they have to be specifically designed according to many different train applications, and must satisfy strict compliance and safety requirements. MT is a leader in the rail dampers component of the complete rail damper system in Europe and the U.S. and continues to gain market share in China.

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

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

#### *Industrial Pumps*

Industrial pumps serve a wide array of customers and applications primarily in the chemical, oil and gas, mining, general industrial, pharmaceutical, and power generation markets. IP designs and manufactures configured-to-order

industry standards-based industrial pumps that are highly engineered and customized to customer's needs. These products include a broad portfolio of API (American Petroleum Institute), ANSI (American National Standards Institute), ATEX (ATmosphere EXplosible, European Directive 2014/34/EC), IECEx (IEC standards), and ISO (International Organization for Standardization) centrifugal process pumps, and twin screw, axial, and positive displacement pumps, and water systems. Our project pumps are generally part of larger and more complex capital projects, have longer lead times than baseline pumps, and are generally managed by EPC firms. IP has been redesigning its pump portfolio in order to increase hydraulic efficiency and reduce costs.

#### *Valves*

Valves are manufactured to handle a wide variety of materials and solve unique challenges in the biopharmaceutical, chemical, mining, power generation, pulp and paper, and general industrial markets. Our portfolio of valve products include industrial knife-gate valves, ball valves, and sanitary diaphragm valves, marketed under the brand names EnviZion®, Cam-Line®, Cam-Tite®, Dia-Flo®, Fabri-Valve®, Pure-Flo®, and Skotch®. Our EnviZion® valve has embedded technologies that allow for a more streamlined and faster installation and change-over process, delivering higher equipment uptime, longer preventative maintenance cycles and greater production capacity for manufacturers.

#### *Aftermarket*

Our aftermarket solutions, which represent approximately 40% of IP's revenue, provide customers with replacement parts, services, and plant optimization solutions that reduce total cost of ownership for pumps and rotating equipment. In addition to providing standard repairs and upgrades, the business also develops engineered solutions for specific customer process issues. Examples include innovative technologies like PumpSmart Control & Protection Technology and i-ALERT Equipment Health Monitoring Devices to remotely control and monitor pumps and other rotating equipment in an industrial environment.

#### *Other Information*

IP goes to market via a global and diversified sales channel structure. End-users are serviced by an extensive network of independent distributors, which account for approximately one-third of revenue, and by representatives which complement our customer-focused direct sales and service organization. We also have focused channels dedicated to supporting EPC firms, as their needs are often distinct from those of other distributors and end-user customers.

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

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

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

#### *Connector Products*

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



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

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

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

#### *Control Products*

The control product portfolio provides actuation, fuel management, noise and energy absorption, and environmental control systems, and precision composites, with a specialized set of design and engineering skills and capabilities that enable CCT to deliver custom solutions for unique applications for the aerospace and defense, and industrial markets.

Control products for the aerospace and defense markets consist of fuel and water pumps, valves, electro-mechanical rotary and linear actuators, and pressure, temperature, limit, and flow switches for various aircraft systems. These products also include stowage bin rate controls, rotary hinge dampers and actuators, seat recline locks and control cables, electromechanical seat actuation, a variety of engineered elastomer isolators to protect equipment and keep the interior of the aircraft quiet, elastomeric bearings for rotorcraft vibration isolation, certain energy absorption products and other aerospace components. Other control products for this market include environmental control systems such as climate control and ice protection heaters, composite conveyance ducting and acoustically engineered inlets and exhausts for auxiliary power units and precision composites used in aerospace and defense engine and airframe applications. Brands include Aerospace Controls, Enidine, and Matrix Composites.

Control products for the industrial markets include large and small bore shock absorbers, linear and rotary actuators, and process control instrumentation, such as high and low pressure regulators and flow, temperature, and pressure switches. The shock absorbers and actuators serve a wide range of applications in a diverse set of end-markets including production, packaging, factory automation, and anti-seismic infrastructure. The process control products primarily serve the chemical, petrochemical, and energy segments of the industrial market. Brands include Enidine and Compact Automation.

#### *Other Information*

CCT has a global production footprint, including facilities in the United States, Mexico, Germany, Italy, China, and Japan, which provide close geographic proximity to key customers. CCT competes with a large number of companies in highly fragmented industries. CCT's competitors can range from large public multi-national corporations to small privately held local firms, depending on the product line and region. CCT's ability to compete successfully depends upon numerous factors, including quality, price, lead time, performance, brand recognition, customer service, innovation, application expertise, and previous installation history. In addition, collaboration with customers to deliver a wide range of product offerings has allowed CCT to compete effectively, to cultivate and maintain strong customer relationships, and to expand into new markets. CCT products are sold direct and through numerous channels including distributors. CCT has long-lasting relationships with distributors, as many have been selling certain CCT products for decades. Sales to distributors represented approximately 28% of 2020 CCT revenue.

## Other Company Information

### Materials

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

#### MANUFACTURED COMPONENTS ASSEMBLED INTO OUR PRODUCTS

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

#### PRIMARY RAW MATERIALS

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

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

We continually monitor the business conditions of our supply chain to maintain our market position and to avoid potential supply disruptions. There have been no raw material shortages that have had a material adverse impact on any such business as a whole, and we have been able to develop a robust supply chain such that we do not anticipate shortages of raw materials in the future. During 2020, we were able to effectively manage supply chain challenges for certain raw materials due to the COVID-19 pandemic. The pandemic-related challenges are expected to continue in part in 2021. As a result, there can be no assurance that the Company will not be adversely affected by price volatility or the availability of supplies to meet our demands in the future.

Although some cost increases may be recovered through increased prices to customers, our operating results are generally exposed to fluctuations in the prices of raw materials and commodities due to inflation, and tariffs imposed by the U.S. and other countries. When practical, we attempt to control such costs through fixed-priced contracts with suppliers. We typically acquire materials and components through a combination of blanket and scheduled purchase orders to support our materials requirements for an average of four to eight weeks, with the exception of some specialty materials. From time to time, we experience price volatility or supply constraints for raw materials based on market supply and demand dynamics. In limited circumstances, we may have to obtain scarce components for higher prices on the spot market, which may have a negative impact on gross margin and can periodically create a disruption to production and delivery. We also acquire certain inventory in anticipation of supply constraints or enter into longer-term pricing commitments with vendors to improve the priority, price, and availability of supply. We evaluate hedging opportunities to mitigate or minimize the risk of operating margin erosion resulting from the volatility of commodity prices.

### Manufacturing Methods

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

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

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

## **Intellectual Property**

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

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

## **Research and Development**

Research and Development (R&D) is key to our strategy and is generally focused on the design of highly engineered solutions. R&D focuses on developing solutions that bring a competitive offering that address clear needs in the market segments we serve. In addition, we work closely with our customers to address their needs by engineering a solution to fit their particular application and enable our customers to achieve their results. We believe R&D is a source of competitive advantage and in recent years, we have invested in new innovation centers of excellence and plan to continue this effort in the future. R&D as a percentage of sales was 3.4% during both 2020 and 2019, and 3.6% during 2018.

## **Cyclicality and Seasonality**

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

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

## **Environmental Matters**

We are subject to stringent federal, state, local, and foreign environmental laws and regulations concerning air emissions, water discharges and waste disposal. In the U.S., these include, but are not limited to, the Federal Clean Air Act, the Clean Water Act, the Resource, Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act. Environmental requirements are significant factors affecting our operations. We have established an internal program to assess compliance with applicable environmental requirements at our facilities. The program, which includes periodic audits of many of our locations, including our major operating facilities, is designed to identify problems in a timely manner, correct deficiencies and prevent future noncompliance. ITT's environmental liabilities are, for the most part, not associated with current operating facilities (only 2 of ITT's 27 locations with environmental liabilities are current operating sites). Additionally, ITT's diligent approach to remediation has resulted in a reduction in the number of environmental matters by approximately 50% over the past 6 years.

We closely monitor our environmental responsibilities, together with trends in environmental laws. In addition, we have purchased insurance protection against certain environmental risks arising from our business activities. Environmental laws and regulations are subject to change, and the nature and timing of such changes, if any, is difficult to predict. As actual costs incurred at identified sites in future periods may vary from our current estimates given the inherent uncertainties in evaluating environmental exposures, management believes it is possible that the outcome of these uncertainties may have a material adverse effect on our financial statements. See "[Critical Accounting Estimates](#)" within Item 7, [Management's Discussion and Analysis](#), as well as Note 20, [Commitments and Contingencies](#), to the Consolidated Financial Statements for additional information regarding environmental matters.

## **Human Capital Management**

In order to continue innovating in the industries we serve, ITT remains committed to attracting and retaining top talent. We strive to make ITT a diverse, inclusive, and safe workplace for all, and create a high-performance culture with opportunities and training for employees to develop and grow professionally and personally. In addition, we

offer competitive compensation, benefits, and health and wellness programs. As of December 31, 2020, we had approximately 9,700 employees located in 35 countries, including 2,600 employees in the U.S.

#### *Corporate Governance and Oversight*

We believe that the success of our business is tied to the strength of our human capital. In order to foster a high-performance culture, we are committed to recruiting and hiring, onboarding and training, compensation planning, performance management, and professional development. To facilitate oversight of these matters, our Board of Directors (the "Board") is composed of highly experienced and diverse individuals. The role of the Board is to oversee the affairs of the Company, including those pertaining to human capital, and to ensure the overall success of the business. The Board and our executive leadership team are committed to creating and adhering to policies and practices that will help attract, retain, and develop a workforce that aligns with our strategies and values. The Board and executive leadership team also work closely together to evaluate human capital areas, such as those involving workplace health, safety, and well-being; and to implement measures to support these areas.

#### *Diversity, Equity & Inclusion*

Diversity, Equity, & Inclusion are critical business priorities for ITT. We value and leverage the differences that make each of us unique. We are focused on demonstrating our commitment to Diversity, Equity & Inclusion through our actions, including creating an environment where all ITTers are able to fully engage and achieve their potential, and freely share ideas to guide us toward more innovative thinking and better business decisions and solutions. We value diversity in our employee population, including diversity in race, religion, gender, disability, nationality, age, sexual orientation, ethnic background, and more. For additional information along with our diversity metrics and statistics, please refer to our June 2020 Sustainability Supplement report found on our website. We firmly believe that we will create more success by leveraging our collective know-how and continuously learning from each other's diverse ideas, opinions and experiences. We believe that creating a diverse environment allows us to generate bold thinking that will sustain and propel our success in the global marketplace and create long-term sustainable value for all our stakeholders.

#### *Labor Practices and Policies*

At ITT, we strive to treat all employees equitably and are committed to maintaining fair labor practices around the world. We adhere to the International Labour Organization (ILO) Declaration of Fundamental Principles and Rights at Work. Some of these principles are summarized below.

- ITT respects employees' right to bargain collectively within the requirements of the law, and we partner closely with union leaders to address labor issues at our sites.
- ITT pays its employees fair and competitive rates and provides competitive benefits.
- ITT fully adheres to the ILO Declaration of Fundamental Principles and Rights at Work, which calls on countries and companies to abolish child labor.

ITT fully supports and adheres to the principles of both the Universal Declaration of Human Rights and the United Nations Global Compact everywhere we operate.

As of December 31, 2020, approximately 21% of our U.S. employees are represented by unions. No one unionized facility accounted for more than 12% of ITT's total revenues. In addition, many of our global employees are covered by collective agreements or represented by works councils or other groups. Our relations with our employees are strong and we have not experienced any material strikes or work stoppages in the past several years.

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

At ITT, the health, safety, and well-being of our employees is our number one priority. Our Environmental, Safety, Health and Security (ESH&S) team provides for the systemic control of workplace risks and drives continual improvement of environmental and occupational safety and health protocols at all our sites around the world. We challenge ourselves to continually reduce injury frequency and severity by engaging employees in our "Accept Only Zero" safety accountability system and fostering an environment where employees take responsibility for their actions and have access to tools and training to work safely together. Our focus on employee safety has resulted in a 25% decline in recordable incidents in 2020 as compared to the prior year, as well as a reduction in workers' compensation expenses in the United States.

#### *Talent Development*

We invest significant resources to develop our talent and to remain a worldwide leader in the manufacturing of highly-engineered customized products and solutions. We foster employee growth and development by providing numerous training opportunities across the globe and by engaging in periodic talent reviews and in-depth succession planning sessions globally. Our talent development programs provide employees with the resources they need to help achieve their career goals and to build strong management and leadership skills.

### *Compensation and Benefits*

We provide flexible compensation and benefits programs to help meet the needs of our employees. In addition to base salaries, we offer numerous benefits for certain eligible employees, including annual bonuses, stock awards, a 401(k) Plan, healthcare and insurance benefits, health savings and flexible spending accounts, paid time off, family leave, flexible work schedules, employee assistance programs, and tuition reimbursement. With respect to stock awards, we have used discretionary equity-based grants with vesting conditions to facilitate the retention of key personnel, particularly those identified as high-performing talent.

### **General Developments of the Business**

#### *Acquisitions*

<b>Date of Acquisition</b>	<b>Segment</b>	<b>Business Acquired</b>	<b>Description</b>
July 3, 2019	CCT	Matrix Composites (Matrix)	Manufacturer of precision composite components in the aerospace and defense market
April 30, 2019	IP	Rheinhütte Pumpen Group (Rheinhütte)	Designer and manufacturer of highly-engineered pumps suited for harsh and corrosive environments for the industrial and chemical markets primarily in Europe

Other than as described herein, there have been no significant developments since our previous Form 10-K filing. See Note 22, [Acquisitions](#), to the Consolidated Financial Statements for additional information.

## ITEM 1A. RISK FACTORS

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

	Description	Page
<i>Business and Operating Risks:</i>		
1	COVID-19 Pandemic	10
2	Asbestos-Related Matters	11
3	Uncertain Global Economic and Capital Market Conditions	11
4	International Operations and Sales	12
5	Foreign Currency Exchange Rates	12
6	Capital Investment by Customers	13
7	Competition and Quality Issues	13
8	Raw Material Prices	14
9	Distribution of Products and Services	14
10	Retention of Key Personnel	14
11	Material Business Interruption	14
12	Intellectual Property Rights	15
13	Cyber Security Breaches	15
14	Increased Scrutiny Related to Environmental, Social, and Governance	16
15	Portfolio Management Strategies and Past Divestitures and Spin-offs	16
<i>Legal and Regulatory Risks:</i>		
16	Tariffs	17
17	Government Contracting	17
18	Income Taxes	17
19	Environmental Laws or Regulations	18
20	Anti-corruption Legislation	18
21	Product Liabilities	18
22	Anti-takeover Provisions	18

### *Business and Operating Risks*

#### **RISK 1: Our financial condition and results of operations have been and may continue to be adversely affected by the COVID-19 pandemic and the governmental and market reactions to COVID-19.**

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

- partial or full closure of our offices or manufacturing facilities, either voluntarily or in response to government mandates, including as a result of an outbreak of COVID-19 that directly affects our workforce;
- lower production capacity and labor productivity due to employee illness, loss of key personnel, increased absenteeism, inability to travel, or the implementation of government mandated or voluntary preventative measures such as reductions in operating hours;
- reduced sales related to decreased customer demand and spending, order push-outs, order cancellations or unfavorable pricing dynamics;

- missed or late deliveries due to disruptions in our global supply chain, delayed supplier deliveries, or the inability to procure supplier inputs at reasonable prices or at all;
- delays in collections or an inability to collect on customer receivables;
- customer or supplier bankruptcy;
- liquidity challenges including an inability to pay suppliers and vendors;
- difficulty accessing capital markets;
- increasing indebtedness due to our need to increase borrowing to fund operations during a period of reduced revenue; and
- delays in capital investments or research and development.

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

**RISK 2: Our exposure to pending and future asbestos claims and related liabilities, assets, and cash flows is subject to significant uncertainties.**

Subsidiaries of ITT, ITT LLC (f/k/a ITT Corporation) and Goulds Pumps LLC (f/k/a Goulds Pumps, Inc.), have been sued, along with many other companies, in numerous lawsuits in which the plaintiffs claim damages for personal injury arising from exposure to asbestos from component parts of certain products sold or distributed by various defendants, including certain ITT subsidiaries and we expect similar lawsuits to be filed in the future. As such, we record an estimated liability related to pending claims and claims that we estimate will be filed in the future based on a number of key assumptions, including the likelihood of suits being filed, claim acceptance rates, disease type, settlement values and defense costs. These assumptions are derived from ITT's experience in resolving asbestos claims and reflect our expectations about future claim activities.

In addition, we record an asset that represents our best estimate of probable recoveries from our insurers for the estimated asbestos liabilities. There are significant assumptions made in developing estimates of asbestos-related recoveries, such as policy triggers, policy or contract interpretation, the methodology for allocating claims to policies, and the continued solvency of the Company's insurers. All of our primary insurance policies are exhausted, which may result in higher net cash outflows until excess carriers begin accepting claims for reimbursement. Performance by our insurers could differ from the assumptions underlying the recognized asset and could result in lower collections of receivables than are currently expected. Lower collections of receivables would increase the Company's asbestos costs. In addition, insurance recoveries may vary significantly from period to period, and the recovery rate is expected to decline over time due to gaps in our insurance coverage, reflecting uninsured periods, the insolvency of certain insurers, prior settlements with our insurers and our expectation that certain insurance policies will exhaust over time.

Due to these uncertainties, it is difficult to predict the ultimate cost, including potential recoveries, of resolving pending and unasserted asbestos claims. Changes in estimates related to these uncertainties may result in increases or decreases to the net asbestos liability, particularly if the quality, number of claims, or settlement or defense costs change significantly, if there are significant developments in the trend of case law or court procedures, or if legislation or another alternative solution is implemented. The resolution of asbestos claims may take many years. Adverse future events affecting the Company's asbestos costs could have a material adverse effect on our financial condition, results of operations, or cash flows in any given period.

**RISK 3: Our operating results and our ability to maintain liquidity or procure capital may be adversely affected by unfavorable or uncertain global economic and capital market conditions.**

We have experienced and expect to continue to experience volatility in revenues, operating results and profitability due to uncertain global economic and capital market conditions and the COVID-19 pandemic. We have undertaken measures to reduce the impact of this volatility through diversification of markets and expansion of the geographic regions in which we operate. The end markets we serve include automotive, aerospace, oil and gas, industrial, mining, chemical, and defense, each of which is impacted by specific industry and general economic cycles. Important factors impacting our businesses include, but are not limited to, the overall strength of the global

economy and our customers' confidence in local and global macroeconomic conditions, industrial spending, tax rates, interest rates, the availability of commercial financing, and regulations and tariffs in the jurisdictions in which we operate. Instability in the global credit markets and geopolitical environment in many parts of the world may put pressure on global economic conditions. If global economic and market conditions, or economic conditions in key markets or regions deteriorate, we may experience material impacts on our financial statements.

We closely monitor the credit-worthiness of our insurers and customers and evaluate their ability to meet their obligations. However, adverse changes to financial conditions could jeopardize these counterparty obligations. A tightening of credit markets may reduce funds available to our customers to pay for our products and services for a prolonged and perhaps unknown period of time. Restrictive credit markets may also result in customers extending terms for payment and may result in our having higher customer receivables with increased risk of default.

Should market conditions deteriorate, this may also adversely affect our ability to manage inventory levels and maintain current levels of profitability. If, for any reason, we lose access to commercial paper markets or our currently available lines of credit, or if we are required to raise additional capital, we may be unable to do so, or we may be able to do so only on unfavorable terms. Deteriorating market conditions could also indicate an impairment in the value of our goodwill and intangible assets in one or more of our reporting units which would require us to recognize a non-cash charge to our Statement of Operations. We test both goodwill and intangible assets for impairment on an annual basis and whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable.

**RISK 4: We are subject to inherent business risks due to our operations and sales outside the U.S. and in emerging markets.**

Our international operations, including U.S. exports, comprise a growing portion of our operations and are a strategic focus for continued future growth. Our strategy calls for increasing sales in overseas markets, including emerging markets such as Mexico, South America, China, Russia, and the Middle East. In 2020, 67% of our total sales were to customers operating outside of the United States. Our sales from international operations and export sales are subject to varying degrees of risks inherent in doing business outside of the United States. These risks include the following, some of which could be impacted by changes in international trade agreements or the imposition or increase of tariffs or trade sanctions between the United States and other countries:

- possibility of unfavorable circumstances arising from host country laws or regulations;
- restrictions, regulations, or tax liabilities on currency repatriation;
- potential negative consequences from changes to taxation policies;
- the disruption of operations from labor and political disturbances;
- our ability to hire and maintain qualified staff in these regions; and
- changes in tariffs and trade barriers, sanctioned countries and individuals, and import and export licensing requirements.

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

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

**RISK 5: Significant movements in foreign currency exchange rates may adversely affect our financial statements.**

A significant portion of our sales are to customers operating outside the U.S.; therefore, we are exposed to fluctuations in foreign currency exchange rates which could adversely affect our results of operations. The primary currencies to which we have exposure are the Euro, Czech koruna, Mexican peso, Polish zloty, South Korean won, and the Chinese renminbi. From time to time, we may enter into derivative contracts to hedge some of these foreign currency exposures. However, our hedging strategy may fail to reduce our exposure or could result in unfavorable impact to our operating results.



Any significant change in the value of currencies of the countries in which we do business relative to the value of the U.S. dollar could affect our ability to sell products competitively and control our cost structure, which could have a material adverse effect on our financial statements. Accordingly, fluctuations in foreign currency exchange rates may also impact our results when the currency of a transaction differs from the functional currency of our operating unit, or when financial statements in the functional currency of non-U.S. operating units are translated into U.S. dollars.

**RISK 6: Our business is impacted by our customers' levels of capital investment and maintenance expenditures, particularly in the oil and gas, chemical, and mining markets.**

Demand for certain industrial products and services depends on the level of capital investment and planned maintenance expenditures of our customers. Our customers' levels of capital expenditures depend, in turn, on general economic conditions, availability of credit, economic conditions within their respective industries, volatility in commodity prices, expectations of future market behavior, and their liquidity and financial position. The ability of our customers to finance capital investment and maintenance may also be affected by factors independent of the conditions in their industries, such as the condition of global credit and capital markets. Some of our customers may also choose to postpone capital investment and maintenance, even during favorable conditions in their industries or markets, which could lead to the delay or cancellation of orders.

The businesses of many of our customers, particularly those in the oil and gas, chemical, and mining industries, which represented approximately 9%, 10%, and 3%, respectively, of our 2020 revenue, are to varying degrees cyclical and have experienced, and may in the future experience, periodic downturns of varying severity. For example, the volatility of the oil and gas market has generally been dependent upon the prevailing view of future gas and oil prices, which are influenced by numerous supply and demand factors, including availability and cost of capital, global and domestic economic conditions, environmental regulations, policies of OPEC countries and Russia, and other factors. Actions taken by Saudi Arabia and Russia and the COVID-19 pandemic have caused a worldwide oversupply in oil and gas, resulting in significant reductions in oil and gas prices. Our customers in these industries, particularly those whose demand for our products and services is primarily profit-driven, historically have tended to delay large capital projects, including expensive maintenance and upgrades, during economic downturns. Additionally, fluctuating energy demand forecasts and commodity pricing and other macroeconomic factors may cause our customers to be more conservative in their capital planning, which could reduce demand for our products and services. Reduced demand for our products and services could result in the delay or cancellation of existing orders or lead to excess manufacturing capacity, which unfavorably impacts our absorption of fixed manufacturing costs. This reduced demand may also erode average selling prices in our industry. These factors could have a material adverse effect on our business, results of operations and financial condition.

**RISK 7: Failure to compete successfully and innovate and quality issues with our products could adversely affect our business.**

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

Maintaining and improving our competitive position will require continued investment by us in manufacturing, research and development, engineering, marketing, customer service and support, and our distribution networks. We may not be successful in maintaining our competitive position. Our competitors may develop products that are superior to our products, or may develop more efficient or effective methods of providing products and services or may adapt more quickly than we do to new technologies or evolving customer requirements. Pricing pressures also could cause us to adjust the prices of certain products to stay competitive. We may not be able to compete successfully with existing or new competitors.

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

**RISK 8: Our business could be adversely affected by raw material price volatility and the inability of suppliers to meet quality and delivery requirements.**

Our business relies on third-party suppliers for raw materials, components and contract manufacturing services to produce our products. The supply of raw materials to the Company and to its component parts suppliers could be interrupted for a variety of reasons. For most of our products, we have existing alternate sources of supply, or the required materials have historically been readily available. In limited instances we depend on a single source of supply, manufacturing or assembly or participate in commodity markets that may be subject to a limited number of suppliers. While we believe we could obtain and qualify alternative sources for most sole and limited source supplier materials, if necessary, the transition to an alternative source could be complex, costly, and protracted, especially if the change requires us to redesign our systems. Delays in obtaining supplies may result from a number of factors affecting our suppliers, including the COVID-19 pandemic, production interruptions at suppliers, capacity constraints, labor disputes, the impaired financial condition of a particular supplier, the ability of suppliers to meet regulatory requirements and suppliers' allocations to other purchasers. Any delay in our suppliers' abilities to provide us with sufficient quality or flow of materials or any supplier price increases, or decreased availability of raw materials or commodities could impair our ability to deliver products to our customers. In addition, commodity prices and the prices for other raw materials necessary for production have, and may continue to have, significant fluctuations. We may not be able to pass along increased raw material and component prices to our customers in the form of price increases or our ability to do so could be delayed.

**RISK 9: If we fail to manage the distribution of our products and services effectively, our revenue, gross margin and profitability could suffer. A significant portion of our revenue is derived from a single customer.**

We bring our products and services to market using a variety of sales channels, including a broad network of distributors, agents, and value-added resellers. Each distribution method has distinct risks and profit margins, and our failure to implement the most advantageous balance in the delivery model for our products and services could adversely affect our revenue and profit margins. Changes to the sales channels could introduce additional complexity to our sales and inventory management processes and could cause disruptions or create channel conflicts.

We may be impacted by the loss of or delays caused by a distributor, the loss or deterioration of some distribution or reseller arrangements, channel conflicts, including the consolidation of third-party distributors, or if the financial conditions of our channel partners were to weaken. Some of our distributors may have insufficient financial resources and may not be able to withstand changes in business conditions, including economic weakness, leading to a slowness or difficulty in the cash collection process. Distributors may increase orders during periods of product shortages, cancel orders if their inventory is too high or delay orders in anticipation of new products. Our reliance on indirect distribution methods may reduce visibility to end-customer demand, generating a time lag to the market trend with potential negative impacts on inventory levels and strategic decisions, including pricing, capital deployment, and operational decisions.

Sales to Continental, ITT's largest customer, were approximately 9% of our total revenue in 2020. A significant portion of the OEM revenue, typically about half, is derived at the automakers' direction to use an ITT brake pad in Continental's braking systems (calipers), generally through supply agreements signed directly with automakers. The remaining Continental revenue is generated from a long term aftermarket agreement. The loss of this customer could have a material adverse effect on our business, results of operations, or financial condition.

**RISK 10: Failure to retain our existing senior management, engineering and other key personnel or the inability to attract and retain new qualified personnel could negatively impact our ability to operate or grow our business.**

Our success will continue to depend to a significant extent on our ability to retain or attract a significant number of employees in senior management and engineering and other key personnel. The ability to attract or retain employees will depend on our ability to offer competitive compensation, training and cultural benefits. We will need to continue to develop a roster of qualified talent to support business growth and replace departing employees. A failure to retain or attract highly skilled personnel could adversely affect our operating results or our ability to operate or grow our business.

**RISK 11: A material business interruption, particularly at one of our manufacturing facilities, could negatively impact our ability to generate sales and meet customer demand.**

If operations at one of our manufacturing facilities were to be disrupted as a result of an equipment failure, natural disaster, power outage, fire, explosion, act of terrorism, war, IT system failure, cyber-attack, adverse weather

conditions, labor disputes, epidemic or pandemic illness (including without limitation, COVID-19), relocation of production location, or any other reason, our ability to meet customer demand for our products may be impacted. We have business continuity plans in place to mitigate the effects of such interruptions, but these plans may not be sufficient to resolve the issues in a timely manner. A significant interruption in production capability could also require us to make substantial payments due to non-performance. We also have insurance for certain covered losses which we believe to be adequate to offset a significant portion of the costs for reconstruction of facilities and equipment, as well as certain financial losses resulting from any production interruption or shutdown. However, any recovery under our insurance policies would be subject to deductibles and, depending on the coverage, may not offset the lost revenues or increased expenses that may be experienced during the disruption of operations.

**RISK 12: Our inability to protect our own intellectual property rights, or unintentionally violating the intellectual property rights of others could negatively impact our business and financial results.**

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

**RISK 13: Our operations could be disrupted and our business could be materially and adversely affected by our inability to prevent, detect or adequately respond to cyber security breaches.**

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

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

The processing and storage of certain information is increasingly subject to privacy and data security regulations, and many such regulations are country-specific. The interpretation and application of data protection laws in the U.S., Europe, and elsewhere are uncertain, evolving and may be inconsistent among jurisdictions. Compliance with these various laws (including California's Consumer Privacy Act, which became effective on January 1, 2020) may be onerous and require us to incur substantial costs or to change our business practices in a manner that adversely affects our business, while failure to comply with such laws may subject us to substantial penalties. For example, the European Union's General Data Protection Regulation (GDPR), which became effective in 2018, imposed significant new requirements on how we collect, process and transfer personal data, as well as significant fines for non-compliance.

If we are unable to protect sensitive information, our customers or governmental authorities could question the adequacy of our security processes and procedures and our compliance with evolving privacy and data security regulations and government cyber security requirements for government contractors, potentially causing us to lose business. A breach could also result in the loss of our intellectual property, potentially impacting our long-term

capability to compete for sales of affected products. In addition, a breach of security of our information systems could result in litigation, regulatory action and potential liability, as well as increased costs to implement further information security measures. If we are unable to prevent, detect or adequately respond to cyber security breaches, our operations could be disrupted and our business could be materially and adversely affected.

**RISK 14: Increased scrutiny from investors, lenders, and other market participants regarding our environmental, social and governance, or sustainability responsibilities could expose us to additional costs and adversely impact our liquidity, results of operations, reputation, employee retention, and stock price.**

There is an increasing focus from certain investors, customers and other key stakeholders concerning corporate responsibility, specifically related to environmental, social and governance (“ESG”) factors. Some investors may use ESG criteria to guide their investment strategies and, in some cases, may choose not to invest in us if they believe our policies relating to corporate responsibility are inadequate.

The ESG factors by which companies’ corporate responsibility practices are assessed may change. This could result in greater expectations of us and cause us to undertake costly initiatives to satisfy such new criteria. If we are unable to satisfy new corporate responsibility criteria, investors may conclude that our policies with respect to corporate responsibility are inadequate. We risk damage to our brand and reputation in the event that our corporate responsibility procedures or standards do not meet the standards set by various constituencies. Furthermore, if our competitors’ corporate responsibility performance is perceived to be greater than ours, potential or current investors may elect to invest with our competitors instead. In addition, in the event that we communicate certain initiatives and goals regarding ESG matters, we could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope of such initiatives or goals. If we fail to satisfy the expectations of investors and other key stakeholders or our initiatives are not executed as planned, our reputation, employee retention and the willingness of our customers and suppliers to do business with us, financial results, and stock price could be materially and adversely affected.

**RISK 15: Portfolio management strategies for growth, including cost-saving initiatives, may not meet expectations, and past divestitures and spin-offs may expose us to potential liabilities.**

We regularly review our portfolio of businesses and pursue growth through the acquisition of other companies, assets and product lines that either complement or expand our existing businesses. Although we conduct what we believe to be a prudent level of investigation regarding the operating and financial condition of the businesses we purchase, a level of risk remains regarding the actual operating condition of these businesses. Until we actually assume operating control of these businesses and their operations, we may not be able to ascertain the actual value or understand the potential liabilities of, or challenges facing, the acquired businesses and their operations. Acquisitions involve a number of risks and present financial, managerial and operational challenges that could have a material adverse effect on our reputation, financial results, and business, including that an acquired business could under-perform relative to our expectations, the failure to realize expected synergies, difficulty in the integration of technology, operations, personnel and financial and other systems, the possibility that we have acquired substantial undisclosed liabilities, potentially insufficient internal controls over financial activities or financial reporting at an acquired company that could impact us on a consolidated basis, diversion of management attention from other businesses, loss of key employees of the acquired businesses, increased capital requirements and customer dissatisfaction.

Our portfolio reviews also include the potential for cost-saving initiatives through restructuring and other initiatives. We strive for and expect to achieve cost savings in connection with certain initiatives, including: (i) manufacturing process and supply chain rationalization; (ii) streamlining redundant administrative overhead and support activities; and (iii) restructuring and realignment actions. Cost savings expectations are inherently uncertain and, therefore, we cannot provide assurance that we will achieve any expected, or any actual cost savings. Our restructuring activities may place substantial demands on our management, which could lead to the diversion of management’s attention from other business priorities and result in a reduced customer focus. In addition, restructuring activities may result in a loss of knowledge or expertise or could negatively impact employee performance and retention. If any of these outcomes occur, it could have a material adverse impact on our business or financial results.

We have divested a number of businesses, including as part of spin-offs in 1995 and 2011. With respect to some of these former businesses, we have contractually agreed to indemnify the counterparties against, or otherwise retain, certain liabilities, including, for example certain lawsuits, tax liabilities, product liability claims, asbestos claims, or environmental matters. Even without ongoing contractual indemnification obligations, we could be exposed to liabilities arising out of such divestitures. In addition, the counterparties to those divestitures may have agreed to indemnify us or assume certain liabilities relating to those divestitures. Similarly, there can be no

assurance that the indemnity or assumption of liability by the counterparties will be sufficient to protect us against the full amount of these liabilities, or that a counterparty will be able to fully satisfy its obligations. Third parties also could seek to hold us responsible for any of the liabilities that a counterparty agreed to assume. Even if we ultimately succeed in recovering any amounts for which we were initially held liable, we may be temporarily required to bear these losses ourselves.

### **Legal and Regulatory Risks**

#### **RISK 16: Tariffs remain uncertain and may continue to have a negative impact to our business.**

Beginning in 2018, the U.S. government undertook a series of actions to increase tariffs on certain goods imported into the U.S., including steel and aluminum, and in response governments in Europe and China have imposed retaliatory tariffs on various goods, including on certain goods we sell into those countries. These tariffs have negatively impacted the price of certain parts and materials we purchase to be included in the finished products we sell in the U.S., as well as the cost of the final product when re-exported. Since announced, we have been managing these impacts and will continue attempting to mitigate the impact of these tariffs by lowering input costs through pricing and supply chain actions, efficient utilization of our global manufacturing footprint, and supplier and customer negotiations and diversification strategies. However, we expect that continued trade disputes between the U.S. and Europe, China, and other countries, and other governmental actions related to tariffs or international trade agreements or policies may continue to adversely impact demand for our products, our costs, customers and suppliers.

#### **RISK 17: We are subject to risks related to government contracting, including changes in levels of government spending and regulatory and contractual requirements applicable to sales to the U.S. government.**

Our Connect & Control Technologies and Motion Technologies segments derive a portion of their revenue from sales to U.S. government customers and higher tier contractors who sell to the U.S. government. The government's expenditures are subject to political and budgetary fluctuations and constraints, which may result in significant unexpected changes in levels of demand for our products. In addition, the award, administration and performance of government contracts is subject to regulatory and contractual requirements that differ significantly from the terms and conditions that apply to contracts with our non-governmental customers. We have in the past and may in the future be subject to audits and investigations to evaluate our compliance with these requirements. If we are found to have failed to comply with requirements applicable to government contractors, we may be subject to various actions, including but not limited to fines or penalties, reductions in the value of our government contracts, restrictions on the sale of certain products to the government, or suspension or debarment from government contracting. Failure to comply with applicable requirements also could harm our reputation and our ability to compete for future government contracts or sell equivalent commercial products. Any of these outcomes could have a material adverse effect on our business, results of operations and financial condition.

#### **RISK 18: Changes in our effective tax rates as a result of changes in the realizability of our deferred tax assets, the geographic mix of earnings, tax examinations or disputes, tax authority rulings, or changes in the tax laws, may adversely affect our financial results.**

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

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

thereby increase our tax liability. Failure to sustain our position in these matters could result in a material adverse effect on our financial statements.

**RISK 19: Changes in environmental laws or regulations, the discovery of previously unknown or more extensive contamination, or the failure of a potentially responsible party to perform may adversely affect our financial results.**

We are subject to a variety of federal, state, local and foreign laws, rules and regulations related to the use, storage, handling, discharge or disposal of certain toxic, volatile or otherwise hazardous chemicals, gases and other substances used in manufacturing our products that could require us to incur substantial expenses. Environmental laws and regulations allow for the assessment of substantial fines and criminal sanctions as well as facility shutdowns to address violations, and may require the installation of costly pollution control equipment or operational changes to limit emissions or discharges. The discovery of previously unknown or more extensive contamination at a site which the Company previously operated or currently operates could suddenly subject the Company to costly remediation efforts. We could be affected by changes in environmental laws or regulations, including, for example, those imposed in response to vapor intrusion or climate change concerns and violations by us of such laws and regulations. In addition, we may be impacted by the adequacy of insurance policies, our inability to recover costs associated with any such developments, or financial insolvency of other potentially responsible parties which could have a material adverse effect on our business, financial condition and results of operations.

**RISK 20: Failure to comply with the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption legislation, as well as export controls and trade sanctions, could result in fines or criminal penalties.**

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

**RISK 21: We are subject to laws, regulations and potential liability relating to product liability.**

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

**RISK 22: Anti-takeover provisions in our organizational documents and Indiana law could delay or prevent a change in control.**

Certain provisions of our articles of incorporation and by-laws may delay or prevent a merger or acquisition that a shareholder may consider favorable. For example, the articles of incorporation authorize our Board of Directors to issue one or more series of preferred stock. In addition, the articles of incorporation and by-laws, among other things, do not permit action by written consent of the shareholders. These provisions may also discourage acquisition proposals or delay or prevent a change in control, which could harm our stock price. Indiana law also imposes some restrictions on mergers and other business combinations between any holder of 10% or more of our outstanding common stock and us as well as certain restrictions on the voting rights of "control shares" of an "issuing public corporation."

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

We own or lease over 100 manufacturing plants, warehouses, service centers, and sales and administrative offices to support our operations. These properties are located in various regions including North America, Europe, Asia, South America and the Middle East. We consider these properties to be in good condition with sufficient capacity to accommodate the Company's needs. The following table summarizes the number and area (in thousands of square feet) of our material properties (other than our corporate headquarters) by region and business segment as of December 31, 2020. Our material properties are defined as those containing 25,000 square feet or more and primarily consist of manufacturing locations. Our material properties account for over 90% of the total area of our properties.

Location	Motion Technologies		Industrial Process		Connect & Control Technologies		Total	
	#	Area	#	Area	#	Area	#	Area
<b>Owned:</b>								
North America	4	814	6	1,198	3	515	13	2,527
Europe	9	1,651	1	357	1	231	11	2,239
Asia	—	—	1	671	1	34	2	705
South America	—	—	1	43	—	—	1	43
	13	2,465	9	2,269	5	780	27	5,514
<b>Leased:</b>								
North America	2	86	9	402	3	306	14	794
Europe	5	545	2	60	1	53	8	658
Asia	2	376	4	267	1	256	7	899
South America	—	—	3	110	—	—	3	110
	9	1,007	18	839	5	615	32	2,461

Additionally, our corporate headquarters is located in White Plains, New York and is approximately 50,000 square feet. In October 2020, we signed a lease to relocate our corporate headquarters to Stamford, Connecticut. We plan to move to the new location in the third quarter of 2021.

**ITEM 3. LEGAL PROCEEDINGS**

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

## INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The executive officers of the Company as of February 1, 2021, are listed below.

Name	Age	Current Title
Luca Savi	55	President and Chief Executive Officer
Davide Barbon	51	Senior Vice President and President, Asia Pacific
John Capela	41	Vice President and Chief Accounting Officer
Emmanuel Caprais	46	Senior Vice President and Chief Financial Officer
Ryan F. Flynn	49	Senior Vice President and President, Connect & Control Technologies
Carlo Ghirardo	50	Senior Vice President and President, Motion Technologies
Mary Elizabeth Gustafsson	61	Senior Vice President and General Counsel
George Hanna	69	Senior Vice President and President, Industrial Process
Maurine C. Lembesis	54	Senior Vice President and Chief Human Resources Officer

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

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

*John Capela* has served as our Vice President and Chief Accounting Officer since November 2018. He previously served as Executive Vice President, Chief Accounting Officer and Corporate Controller of Toys “R” Us, Inc. from May 2018 to November 2018 and as Vice President and Corporate Controller from March 2018 to May 2018. Prior to that, Mr. Capela served as Vice President and Assistant Controller from May 2015 to March 2018 and held various other positions of increasing levels of responsibility at Toys “R” Us, Inc. Prior to joining Toys “R” Us, Inc. in March 2007, Mr. Capela spent several years with PricewaterhouseCoopers LLP in its audit practice. Mr. Capela is also a Certified Public Accountant and a Chartered Global Management Accountant.

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

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



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

*Mary Elizabeth Gustafsson* has served as our Senior Vice President and General Counsel since February 2014. She also served as our Corporate Secretary from April 2019 through March 2020 and as our Chief Compliance Officer from August 2014 through March 2020. Prior to joining us, Ms. Gustafsson served as Executive Vice President, General Counsel and Corporate Secretary of First Solar Inc. from 2009 to 2013 and from 2008 to 2009 as Vice President, General Counsel. Prior to that Ms. Gustafsson was Senior Vice President, General Counsel and Secretary of American Standard Companies, Inc. from 2005 to 2008.

*George Hanna* has served as our Senior Vice President and President, Industrial Process since March 2019 and has previously served as Vice President, Industrial Process from October 2011 through March 2019. Prior to joining ITT, Mr. Hanna served as the Vice President of Sales and Marketing for Robbins & Myers Inc. from 2006 through 2011. In addition, Mr. Hanna held various business development roles of increasing responsibility with Ingersoll-Rand and Ingersoll-Dresser. Mr. Hanna has over 40 years of experience in the rotating equipment business and working in various geographical locations.

*Maurine C. Lembesis* has served as our Senior Vice President and Chief Human Resources Officer since January 2019. She previously served as Vice President and Corporate Human Resources Business Partner from January 2017 to December 2018 and prior to that as Executive Director, Corporate Human Resources since June 2013. Prior to joining ITT, she held roles of increasing responsibility in Human Resources at Avon Products Inc. from 2007 to 2013, including the role of Executive Director of Human Resources. In addition, Ms. Lembesis held various other human resources roles at Capital Group Companies, Pfizer Inc. and GE Capital.

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

Not applicable.

## **PART II**

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

##### **COMMON STOCK AND DIVIDENDS**

Our common stock is reported in the consolidated transaction reporting system of the New York Stock Exchange (NYSE), the principal market in which this security is traded (under the trading symbol "ITT"). There were approximately 6,764 holders of record of our common stock on February 17, 2021.

The amount and timing of dividends payable on our common stock are within the sole discretion of our Board of Directors and will be based on, and affected by, a number of factors, including our financial position and results of operations, available cash, expected capital spending plans, prevailing business conditions, and other factors the Board deems relevant. Therefore, there can be no assurance as to what level of dividends, if any, will be paid in the future.

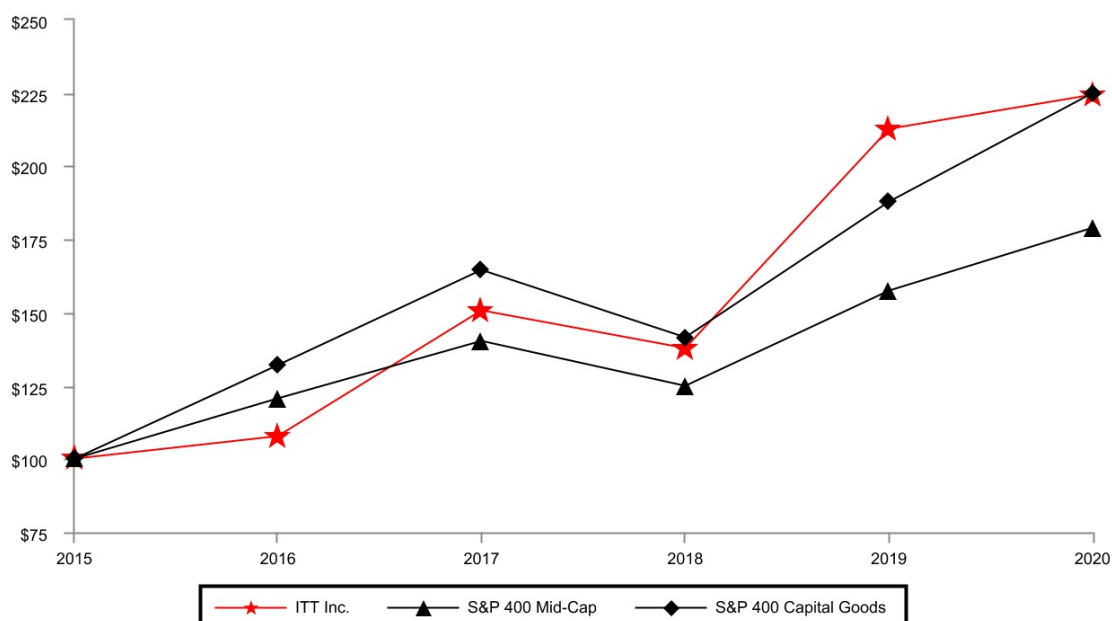
During the fiscal year ended December 31, 2020, no equity securities of the Company were sold by the Company that were not registered under the Securities Act.

##### **ISSUER PURCHASES OF EQUITY SECURITIES**

We did not make any open-market share repurchases of our common stock during the quarter ended December 31, 2020. We routinely receive shares of our common stock as payment for stock option exercises and the withholding of taxes due on stock option exercises and the vesting of restricted stock awards from stock-based compensation program participants.

## PERFORMANCE GRAPH CUMULATIVE TOTAL RETURN

Based upon an initial investment on December 31, 2015 of \$100 with dividends reinvested



	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020
ITT Inc.	\$ 100.00	\$ 107.61	\$ 150.72	\$ 137.67	\$ 212.80	\$ 224.34
S&P 400 Mid-Cap	\$ 100.00	\$ 120.73	\$ 140.32	\$ 124.75	\$ 157.40	\$ 178.88
S&P 400 Capital Goods	\$ 100.00	\$ 131.93	\$ 164.51	\$ 141.46	\$ 187.79	\$ 225.05

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

### ITEM 6. SELECTED FINANCIAL DATA

Not applicable.

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

All comparisons included within this Part II, Item 7, [Management's Discussion and Analysis of Financial Condition and Results of Operations](#), refer to results for the year ended December 31, 2020 compared to the year ended December 31, 2019, unless stated otherwise. Please refer to our Annual Report on Form 10-K ([2019 Annual Report](#)) for discussion of the year ended December 31, 2019 compared to the year ended December 31, 2018.

## OVERVIEW

ITT Inc., through its worldwide subsidiaries, is a diversified manufacturer of highly engineered critical components and customized technology solutions for the energy, transportation and industrial markets. We refer you to Part I, Item 1, [Description of Business](#) for a further overview of our company, segments, products and service offerings, and other information about the business.

### ***Impact of COVID-19 on our Business***

The COVID-19 pandemic has changed the lives of our employees, our customers, and our community. While most of our businesses are deemed essential, governmental and other restrictions to help slow the spread of the virus have presented challenges for certain businesses at ITT. In response, ITT established cross-functional global crisis management teams to address the changing environment. We are proud of how our team has responded, showing resilience, innovating in real time, and demonstrating the tremendous value of our manufacturing network to customers and partners around the world. In the face of this unprecedented challenge posed by the COVID-19 pandemic, we remain united in our focus on our top three priorities: the health of our people, the health of our business, and the health of our financials.

#### *Health of our People*

From the earliest signs of the COVID-19 pandemic, we have taken aggressive actions to protect the health and safety of our employees. We have created core crisis teams and enacted rigorous safety measures at all of our sites. These measures include enhanced cleaning protocols, temperature checks, on-site rapid testing, and distribution of personal protective equipment and testing kits. We also redesigned employee workspaces to enable social distancing and allowed non-essential employees to work from home when appropriate. We continue to be proactive in our response and take all necessary actions to keep our people safe.

#### *Health of our Business*

While we do not yet know how long this pandemic will last or how it will impact customer demand for 2021, our ITT team continues to work closely with our customers and suppliers to support them and to minimize disruptions within our supply chain. We continue to work hard to generate value for our customers, striving to go above and beyond to be flexible and responsive to their needs, and continue to maintain our focus on quality and delivery performance.

#### *Health of our Financials*

ITT entered 2020 with a strong balance sheet and liquidity position. Due to the pandemic, we took additional measures in 2020 to enhance our liquidity and reduce costs to better navigate the uncertain environment and secure ITT's future. Here are some of the liquidity and cost action highlights:

- Strong available liquidity of \$1.6 billion, including:
  - \$860 cash on hand with \$352 in the U.S.;
  - \$500 available borrowing capacity on our revolver; and
  - \$200 undrawn under our 364-Day Revolving Credit Agreements.
  
- Executed over \$100 of cost actions, including:
  - \$65 in structural cost reductions; and

- \$40 of discretionary spend reductions, including approximately \$10 of savings from a temporary reduction in the compensation of our Board of Directors, Chief Executive Officer and other executives, and suspension of select 401(k) benefits for certain U.S. employees.

These actions have put ITT in a good position to confront and manage through the pandemic. The ultimate impact of COVID-19 on our business and financials remain uncertain and will be dependent on the severity of a resurgence of COVID-19 or variant strains of the virus, the effectiveness of vaccines, and the overall duration of the pandemic. We remain more focused than ever on our priorities as we manage through this challenging time. See Part II, Item 1A, [Risk Factors](#), for an additional discussion of risk related to COVID-19.

## EXECUTIVE SUMMARY

While the COVID-19 pandemic had a significant impact on our customers and the end markets we serve, we remained focused on execution and our commitment to our customers. This unwavering focus enabled us to deliver strong sequential performance to end a challenging year.

**Summary of Key Performance Indicators for 2020**

Revenue	Segment Operating Income	Income from Continuing Operations	EPS
\$2,478	\$319	\$69	\$0.78
13% Decrease	26% Decrease	79% Decrease	79% Decrease
Organic Revenue	Adjusted Segment Operating Income	Adjusted Income from Continuing Operations	Adjusted EPS
\$2,455	\$376	\$279	\$3.20
14% Decrease	18% Decrease	17% Decrease	16% Decrease

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

Our 2020 results include:

- Revenue of \$2,477.8 decreased \$368.6 including \$24.4 from our 2019 acquisitions and unfavorable foreign exchange of \$1.3. Organic revenue decreased 13.8%, mainly as a result of the global impact of COVID-19 which drove declines in transportation of 16%, industrial of 7%, and oil and gas of 23%. Sequentially, revenue increased each of the past two quarters from \$514.7 to \$591.2 in the third quarter, and further improved to \$708.6 in the fourth quarter.
- Segment operating income of \$318.6 declined \$113.7, which included higher restructuring and asset impairment costs of \$28.1 and \$15.3, respectively. Adjusted segment operating income declined \$80.3 due to reduced volume from weaker demand and disruption caused by COVID-19, partially offset by savings from restructuring, productivity and cost actions. Sequentially, segment operating income increased each of the past two quarters from \$37.3 to \$83.9 in the third quarter, and further improved to \$119.5 in the fourth quarter.
- Income from continuing operations decreased \$254.9, which included increased pension costs of \$108.2, net of tax, from the termination of our U.S. qualified pension plan, a decline in segment operating income, and higher asbestos costs of \$64.4, net of tax, primarily to extend the period over which we estimate our net liability through 2052 (i.e., "full horizon"), partially offset by a reduction in corporate costs. As a result, earnings per diluted share decreased from \$3.65 to \$0.78. Adjusted earnings per share was \$3.20, reflecting a decrease of \$0.61 from the prior year.
- Operating cash flow of \$435.9 increased \$78.2 or 21.9%, primarily due higher collections from customers, improved inventory management, and cost containment measures. Operating cash flow less capital expenditures was \$372, an increase of \$106 or 40%.

In 2020, we focused on what we can control and executed timely cost actions to counter the anticipated impacts of the COVID-19 pandemic. We generated strong levels of cash flow through intense working capital efficiency, and

focused our strategic priorities to drive long-term growth and share gains. The following highlights a few examples of strategic actions that occurred during the year that will help position us for continued value creation:

- Our elastomeric rotorcraft business was awarded a position on the next U.S. military reconnaissance helicopter codenamed FARA. This is a major recognition for our rotorcraft business which we created organically just a few years ago.
- Our friction business continued to outpace global auto production by 640 basis points and added key automotive platforms, including doubling our share in electric vehicles.
- Funded new innovations, such as the added diagnostics capabilities to our i-Alert remote monitoring platform and various product redesign projects, including our BB2 and process pumps.
- Continued to invest in smart and energy efficient applications, for example our ITT SmartPad, which is making new inroads with both aftermarket and OE customers, and an energy efficient power source for our pumps. We also won content on 42 new electrical vehicle platforms in North America, Europe, and China, where we continue to increase our market share.

In 2020, we continued to effectively manage our legacy liabilities positioning us well for the future, including:

- Termination of our U.S. pension plan that was primarily funded with assets of the plan.
- Improved visibility to net asbestos liability through 2052, resulting from underlying trends and insurance settlements.
- Continued effective cash flow management resulted in projected annual average net after-tax defense and indemnity outflows for the next 10 years of \$20 million to \$30 million, a reduction of 23% from the midpoint.
- Negotiated certain asbestos-related insurance coverage in 2020, resulting in a net benefit of \$100.4, including a coverage-in-place agreement in the fourth quarter that increased our asbestos-related asset by \$52.1.

Finally, we returned \$143 to shareholders, including dividends of \$59, an increase of 13.2%, and discretionary share repurchases of \$73 at average price of \$42.34 per share.

Today, ITT is firmly on the road to recovery thanks to the resilience of our businesses and of our people. ITT's performance is the outcome of a sound and actionable strategy, one with clear priorities and a strong focus on execution, driven by unprecedented level of granularity. As a result of this strategy, we generated strong levels of profitability and outstanding free cash flow. We continue to manage through the ongoing impacts of the global pandemic and believe we are on track to emerge stronger and bolder than ever before.

We do expect some challenges in the coming year primarily related to COVID-19 uncertainty, including market recovery timing and potential supply chains disruptions, as well as increased commodity costs, tight capital expenditure budgets, and uncertain oil and gas market dynamics. Despite these uncertainties, in 2021, we expect to continue to drive productivity and innovation across our businesses, with clear priorities on operational excellence, customer centricity, innovation, and effective capital deployment. We raised our first quarter 2021 quarterly dividend by 30%, which represents our ninth consecutive year of dividend increases.

## DISCUSSION OF FINANCIAL RESULTS 2020 VERSUS 2019

	2020	2019	Change
Revenue	\$ 2,477.8	\$ 2,846.4	(12.9) %
Gross profit	782.2	910.1	(14.1) %
<i>Gross margin</i>	31.6 %	32.0 %	(40)bp
Operating expenses	555.7	498.7	11.4 %
<i>Operating expense to revenue ratio</i>	22.4 %	17.5 %	490 bp
Operating income	226.5	411.4	(44.9) %
<i>Operating margin</i>	9.1 %	14.5 %	(540)bp
Interest and non-operating expenses (income), net	141.3	(3.0)	**
Income tax expense	15.3	89.9	(83.0) %
<i>Effective tax rate</i>	18.0 %	21.7 %	(370)bp
Income from continuing operations attributable to ITT Inc.	68.5	323.4	(78.8) %
Net income attributable to ITT Inc.	\$ 72.5	\$ 325.1	(77.7) %

\*\* Resulting percentage change not considered meaningful.

All comparisons included within the Discussion of Financial Results for 2020 versus 2019 refer to results for the year ended December 31, 2020 compared to the year ended December 31, 2019, unless stated otherwise.

### REVENUE

The following table illustrates the year-over-year revenue results from each of our segments for the years ended December 31, 2020 and 2019.

	2020	2019	Change	Organic growth (decline)
Motion Technologies	\$ 1,121.1	\$ 1,241.8	(9.7)%	(10.4)%
Industrial Process	843.0	943.8	(10.7)%	(11.4)%
Connect & Control Technologies	516.5	663.9	(22.2)%	(23.4)%
Eliminations	(2.8)	(3.1)		
Total Revenue	\$ 2,477.8	\$ 2,846.4	(12.9)%	(13.8)%

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

### Motion Technologies

MT revenue for the year ended December 31, 2020 decreased \$120.7 and included favorable foreign currency translation of \$8.1. Organic revenue declined \$128.8 as sales from Friction decreased 12% driven by global weakness in automotive demand as a result of COVID-19. While automotive sales softened, we significantly outperformed the global market. Weakness in the automotive market also negatively impacted Wolverine, resulting in a decline of 12%. KONI & Axtone sales decreased 4%.

### Industrial Process

IP revenue for the year ended December 31, 2020 decreased \$100.8, and included revenue of \$18.6 from our 2019 acquisition of Rheinhütte along with unfavorable foreign currency translation of \$11.4. Organic revenue decreased \$108.0 primarily driven by pump projects, which declined 22% due to large prior year deliveries in the chemical and oil and gas markets, partially offset by growth in general industrial projects. Revenue from our short-cycle business decreased 8% due to a decline of 16% in industrial valve sales, a 10% decline in baseline pumps, and a 4% decline in aftermarket primarily due to lower oil and gas activity.

The level of order and shipment activity at IP can vary significantly from period to period due to pump projects which are highly engineered, customized to customer needs, and have longer lead times. Total IP orders during 2020 were \$798.1, a decrease of 10.0%, compared to the prior year. IP's backlog as of December 31, 2020 was \$367.4, reflecting a decrease of \$40.1, or 9.8%, compared to December 31, 2019. Our backlog represents firm orders that have been received, acknowledged, and entered into our production systems.

## Connect & Control Technologies

CCT revenue for the year ended December 31, 2020 decreased \$147.4, which included revenue of \$5.8 from our 2019 acquisition of Matrix along with favorable foreign currency impact of \$2.0. Organic revenue decreased \$155.2 primarily due to a 32% decline within the aerospace and defense market. The decrease in aerospace and defense was driven by a decline in global commercial air traffic due to COVID-19 and reduced production levels on key platforms, as well as unfavorable timing of defense programs. Revenue from the industrial market decreased 6% driven by COVID-19 impacts on demand for our actuation and process control products and weakness in energy absorption during the first half of 2020 on large infrastructure projects.

## GROSS PROFIT

Gross profit for 2020 was \$782.2, reflecting a gross margin of 31.6%. Gross profit for 2019 was \$910.1, reflecting a gross margin of 32.0%. The decline in gross profit was primarily driven by lower demand as a result of the COVID-19 pandemic and higher commodity costs, partially offset by supply chain and productivity improvements, restructuring benefits, and lower tariffs.

During 2020, the prices of commodities, including raw materials such as steel, used in our production processes have risen each quarter. The rising prices are a result of increased demand as companies increased their safety stock due to supply chain uncertainty amid the COVID-19 pandemic. The impact of higher commodities prices on our fiscal year 2020 financial results were partially mitigated by fixed-price supply contracts with suppliers. The expiration of these fixed-price contracts and continued future commodity price uncertainty exacerbated by the COVID-19 pandemic may have an unfavorable impact on our fiscal 2021 financial results.

## OPERATING EXPENSES

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

	2020	2019	Change
General and administrative expenses	\$ 200.7	\$ 240.3	(16.5)%
Sales and marketing expenses	146.5	165.9	(11.7)%
Research and development expenses	84.9	97.9	(13.3)%
Asbestos-related costs (benefit), net	66.3	(20.2)	(428.2)%
Restructuring costs	43.0	12.8	235.9 %
Asset impairment charges	16.3	1.0	1,530.0 %
(Gain) loss on sale or disposal of long-lived assets	(2.0)	1.0	(300.0)%
Total operating expenses	\$ 555.7	\$ 498.7	11.4 %
By Segment:			
Motion Technologies	\$ 150.5	\$ 163.3	(7.8)%
Industrial Process	197.8	183.1	8.0 %
Connect & Control Technologies	115.3	131.4	(12.3)%
Corporate & Other	92.1	20.9	340.7 %

General and administrative (G&A) expenses for the year ended December 31, 2020 decreased \$39.6. The decrease was primarily driven by proactive cost actions across all segments, which included savings from our 2020 global restructuring plan, as well as reductions to professional services of \$11.7, and reduced travel expenses of \$5.3. In addition, incentive compensation costs declined \$7.0 and we experienced lower medical, workers' compensation, and long-term disability insurance expenses due to favorable claim activity. G&A expenses were also favorable due to the recognition of a \$4.4 legal reserve in 2019. These items were partially offset by an increase in bad debt expense of \$2.7.

Sales and marketing expenses for the year ended December 31, 2020 decreased \$19.4, driven by proactive cost-saving actions.

Research and development (R&D) expenses for the year ended December 31, 2020 decreased \$13.0 due to cost containment actions partially offset by increased focus on strategic investments. R&D as a percentage of revenue was 3.4% during both 2020 and 2019.

Asbestos-related costs for the year ended December 31, 2020 increased \$86.5 as a result of the transition to a full horizon estimate. The table below summarizes the total net asbestos-related charge for the years ended December 31, 2020 and 2019.

	2020	2019	Change
Asbestos provision, net <sup>(a)</sup>	\$ 30.8	\$ 47.9	\$ (17.1)
Asbestos remeasurement, net <sup>(b)</sup>	135.9	(68.1)	204.0
Settlement agreements <sup>(c)</sup>	(100.4)	—	(100.4)
Asbestos-related costs (benefit), net	\$ 66.3	\$ (20.2)	\$ 86.5

(a) The asbestos provision includes amounts recognized on a quarterly basis to maintain a rolling 10-year provision prior to the transition in the third quarter of 2020 to full horizon, described in note (b).

(b) In the third quarter of 2020, we extended our projection to include claims expected to be filed through 2052, reflecting the full time period over which we expect asbestos-related claims to be filed against us. The asbestos remeasurement conducted during the third quarter of 2019 resulted in a net gain of \$68.1 primarily reflecting an increase in estimated asbestos-related assets.

(c) The current period includes a net benefit of \$100.4 from settlement agreements with insurers.

See Note 20, [Commitments and Contingencies](#), to the Consolidated Condensed Financial Statements for further information.

Restructuring costs increased \$30.2 during the year ended December 31, 2020, due to actions taken under the Company's 2020 global restructuring plan. See Note 5, [Restructuring Actions](#), to the Consolidated Condensed Financial Statements for further information.

Asset impairment charges during the year ended December 31, 2020 are related to a business within IP that primarily serves the global upstream oil and gas market. See Note 11, [Plant, Property and Equipment, Net](#), and Note 12, [Goodwill and Other Intangible Assets, Net](#), to the Consolidated Condensed Financial Statements for further information. Significant additional adverse changes to the economic environment and future cash flows of other businesses could cause us to record additional impairment charges in future periods, which may be material.

## OPERATING INCOME

The following table illustrates the 2020 and 2019 operating income and operating margin by segments and at the consolidated level.

	2020	2019	Change
Motion Technologies	\$ 184.0	\$ 216.1	(14.9) %
Industrial Process	77.6	104.7	(25.9) %
Connect & Control Technologies	57.0	111.5	(48.9) %
Segment operating income	318.6	432.3	(26.3) %
Asbestos-related (costs) benefit, net	(66.3)	20.2	428.2 %
Corporate costs <sup>(a)</sup>	(25.8)	(41.1)	37.2 %
Total corporate and other cost, net	(92.1)	(20.9)	(340.7) %
Total operating income	\$ 226.5	\$ 411.4	(44.9) %
Operating margin:			
Motion Technologies	16.4 %	17.4 %	(100)bp
Industrial Process	9.2 %	11.1 %	(190)bp
Connect & Control Technologies	11.0 %	16.8 %	(580)bp
Segment operating margin	12.9 %	15.2 %	(230)bp
Consolidated operating margin	9.1 %	14.5 %	(540)bp

(a) Includes a gain on sale of corporate long-lived assets of \$0.7 during 2020 and a loss on sale of \$0.2 during 2019, respectively.



MT operating income for the year ended December 31, 2020 decreased \$32.1. The decline in operating income was primarily driven by unfavorable sales volume of \$48 due to a decline in automotive production resulting from COVID-19, as well as unfavorable product mix and pricing. In addition, there was an increase in restructuring costs of \$7.8 and investment incentives received in the prior year of \$3.1. Partially offsetting the decline was net savings from productivity, sourcing and restructuring actions of \$35 and a reduction in tariffs.

IP operating income for the year ended December 31, 2020 decreased \$27.1. The decline in operating income was primarily driven by lower sales volumes of \$41 and an increase in restructuring costs of \$13.8. In addition, the year ended 2020 included asset impairments of \$16.3 related to a business that primarily serves the global upstream oil and gas market. These items were partially offset by net savings from productivity, supply chain and restructuring actions of \$29, as well as favorable product mix and pricing of \$12 and lower acquisition-related costs of \$7.

CCT operating income for the year ended December 31, 2020 decreased \$54.5. The decrease was driven by lower sales volumes of \$82, mainly due to the negative impact of COVID-19 on global commercial air traffic and an increase in restructuring costs of \$6.5. These items were partially offset by benefits from productivity, supply chain, and restructuring actions of \$26.

Other corporate costs, net, decreased \$15.3 primarily driven by lower incentive compensation costs of \$4.1, benefits from cost containment and restructuring actions, and a prior year legal reserve of \$4.4. These items were partially offset by unfavorable foreign currency impacts of \$2.7.

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

	2020	2019	Change
Interest (income) expense, net	\$ (0.7)	\$ (4.1)	(82.9)%
Non-operating postretirement costs	144.2	4.5	3,104.4 %
Miscellaneous (income) expense, net	(2.2)	(3.4)	(35.3)%
Total interest and non-operating expenses (income), net	\$ 141.3	\$ (3.0)	(4,810.0)%

The decline in interest (income) expense, net is due to higher interest expense from an increase in outstanding revolver borrowings in the first half of 2020 and a decline in interest returns on cash and money market investments, partially offset by interest income of \$1.6 in the current year related to a change in uncertain tax positions.

The increase in non-operating postretirement costs is due to the termination of our U.S. qualified pension plan and transfer of the plan's liabilities to an insurance company. In connection with the termination, we recognized a settlement charge of \$136.9, which primarily represents the acceleration of deferred charges previously accrued in accumulated other comprehensive loss and derecognition of the net assets of the plan. See Note 16, [Postretirement Benefit Plans](#), to the Consolidated Condensed Financial Statements for further information.

#### INCOME TAX EXPENSE

	2020	2019	Change
Income tax expense	\$ 15.3	\$ 89.9	(83.0) %
Effective tax rate	18.0 %	21.7 %	(370)bp

The decrease in the effective tax rate was due to a benefit of \$25.9 resulting from a recently completed internal reorganization in Europe. The reorganization increased projections of future earnings, which will result in the realization of a portion of our deferred tax assets. This benefit was partially offset by the recognition of a \$21.7 valuation allowance on our Germany and UK entities.

The Company's financial condition and results of operations have been and may continue to be adversely affected by the COVID-19 pandemic and the governmental and market reactions to COVID-19. The impacts on earnings have already had, and may continue to have, an impact on the Company's overall effective tax rate.

The Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) was enacted March 27, 2020. The CARES Act provides numerous tax provisions and other stimulus measures, including temporary changes regarding the prior and future utilization of net operating losses, temporary suspension of certain payment requirements for the employer portion of Social Security taxes, and the creation of certain refundable employee retention credits. During the twelve months ended December 31, 2020, the Company recognized a benefit of \$10.7 from the CARES Act. The benefit was recorded in operating income and was applied against the employer portion of payroll taxes.

Certain non-U.S. jurisdictions have enacted similar stimulus measures focused on payroll incentives and tariff reductions. We continue to monitor any effects that may result from the CARES Act or other similar legislation globally. On December 21, 2020, the U.S. Congress enacted the Consolidated Appropriations Act of 2021, also known as "CARES Act 2." The Company is currently evaluating the impact of this new legislation on its consolidated financial statements.

We operate in various tax jurisdictions and are subject to examination by tax authorities in these jurisdictions. We are currently under examination in several jurisdictions including the Czech Republic, Germany, Hong Kong, India, Italy, Japan, the U.S. and Venezuela. The calculation of our tax liability for unrecognized tax benefits includes dealing with uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit. Over the next 12 months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions could change by approximately \$15 due to changes in audit status, expiration of statutes of limitations and other events. The settlement of any future foreign examinations could result in changes in the amounts attributable to the Company under its existing Tax Matters Agreement with Exelis Inc. (Exelis) and Xylem Inc. (Xylem).

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

## **LIQUIDITY AND CAPITAL RESOURCES**

### ***Funding and Liquidity Strategy***

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

As a result of the COVID-19 global pandemic, we have experienced, and may continue to experience, unfavorable impacts to our cash flow from operations, which is the primary source of funding for our ongoing working capital needs. These negative impacts include, but are not limited to, lower revenues and orders from customer delays, missed or late deliveries due to disruptions in our global supply chain, delayed supplier deliveries, or the inability to procure supplier inputs at reasonable prices or at all, and customer bankruptcies or delays in customer receivable collections. We are unable to predict how long these negative impacts will last, and therefore have taken proactive measures to access additional liquidity. On April 29, 2020, we secured two 364-day revolving credit agreements totaling \$200 to supplement our existing \$500 Revolving Credit Agreement and commercial paper programs. As of December 31, 2020, we had no outstanding borrowings under our revolving credit agreements. We also continue to take a proactive approach to preserve cash by renegotiating contracts with vendors where possible, applying aggressive cost savings measures to limit discretionary spending, and implementing actions to reduce our cost structure. The Company also continues to evaluate the various global governmental programs instituted in response to COVID-19, including the CARES Act in the U.S., to further maximize our liquidity. The CARES Act and various global programs in the jurisdictions in which we operate generally provide for deferrals of tax payments, employee retention credits, workforce incentives, as well as incentive financing programs backed by governmental agencies. As of December 31, 2020, we have not incurred any borrowings under governmental loan programs.

We manage our worldwide cash requirements considering available funds among the many subsidiaries through which we conduct business and the cost effectiveness with which those funds can be accessed. We have identified and continue to look for opportunities to access cash balances in excess of local operating requirements to meet our global liquidity needs in a cost-efficient manner. We plan to continue to transfer cash between certain international subsidiaries and the U.S. and other international subsidiaries when it is cost effective to do so. The passage of the U.S. Tax Cuts and Jobs Act of 2017 (Tax Act) in 2017 provided greater flexibility around our global cash management strategy related to the amount and timing of transfers, and we will continue to support growth and expansion in markets outside of the U.S. through the development of products, increased capital spending, and potential foreign acquisitions. Net cash distributions from foreign countries to the U.S. during the year ended December 31, 2020 were \$498.2. During the year ended December 31, 2019, we had net cash distributions from foreign countries to the U.S. of \$11.4. The timing and amount of any additional future distributions remains under evaluation based on our jurisdictional cash needs.

The amount and timing of dividends payable on our common stock are within the sole discretion of our Board of Directors and will be based on, and affected by, a number of factors, including our financial position and results of operations, available cash, expected capital spending plans, prevailing business conditions, and other factors the Board of Directors deems relevant. Therefore, there can be no assurance as to what level of dividends, if any, will be paid in the future. Aggregate dividends paid in 2020 were \$59.0, compared to \$52.1 in 2019, reflecting annual per share amounts of \$0.676 and \$0.588, respectively. In the first quarter of 2021, we declared a quarterly dividend of \$0.22 per share for shareholders of record on March 17, 2021, which will be paid on April 5, 2021.

During the first quarter of 2020, we completed our \$1 billion share repurchase plan approved in 2006 and commenced repurchases under the \$500 share repurchase plan approved in 2019. In 2020 and 2019, we repurchased and retired 1.7 and 0.5 shares of common stock for \$73.2 and \$28.7, respectively, under our share repurchase plans. Separate from our share repurchase plans, the Company repurchased 0.2 shares and 0.3 shares for an aggregate price of \$11.0 and \$12.7 during 2020 and 2019, respectively, in settlement of employee tax withholding obligations due upon the vesting of RSUs and PSUs. All repurchased shares are canceled immediately following the repurchases.

#### ***Commercial Paper***

We have access to the commercial paper market through programs in place in the U.S. and Europe, to supplement the cash flows generated internally and to provide additional short-term funding for strategic investments and other funding requirements. We manage our short-term liquidity through the use of our commercial paper program by adjusting the level of commercial paper borrowings as opportunities to deploy additional capital arise and it is cost effective to do so. We had \$104.3 and \$84.2 of commercial paper outstanding as of December 31, 2020 and 2019, respectively. Our average daily outstanding commercial paper balance for the years ended 2020 and 2019 was \$76.4 and \$122.0, respectively, and the maximum outstanding commercial paper during each of those respective years was \$159.1 and \$167.9. There have been no other material changes that have impacted our funding and liquidity capabilities.

#### ***Revolving Credit Agreement***

Our \$500 revolving credit agreement (the Revolving Credit Agreement) provides for increases of up to \$200 for a possible maximum total of \$700 in aggregate principal amount, at the request of the Company and with the consent of the institutions providing such increased commitments. The Revolving Credit Agreement is intended to provide access to additional liquidity to be a source of alternate funding to the commercial paper program, if needed. Our policy is to maintain unused committed bank lines of credit in an amount greater than outstanding commercial paper balances. Two borrowing options are available under the Revolving Credit Agreement: (i) a competitive advance option, and (ii) a revolving credit option. The interest rates for the competitive advance option will be obtained from bids in accordance with competitive auction procedures. The interest rates under the revolving credit option will be based either on LIBOR plus spreads reflecting the Company's credit ratings, or on the Administrative Agent's Alternate Base Rate. As of December 31, 2020 and 2019 we had no outstanding borrowings under the Revolving Credit Agreement. In the event of a ratings downgrade of the Company to a level below investment grade, the direct and indirect significant U.S. subsidiaries of the Company would be required to guarantee the obligations under the Revolving Credit Agreement. The Revolving Credit Agreement matures in November 2022.

On April 29, 2020, we entered into two 364-day revolving credit agreements totaling \$200 (the Incremental Revolving Credit Agreements) which provide the Company with additional liquidity in excess of the Revolving Credit Agreement. The provisions of the Incremental Revolving Credit Agreements mirror those of the Revolving Credit Agreement, including all covenants. In addition, the Incremental Revolving Credit Agreements did not violate any negative covenants associated with the existing Revolving Credit Agreement. There were no outstanding borrowings under the Incremental Revolving Credit Agreements as of December 31, 2020.

As of December 31, 2020, our interest coverage ratio and leverage ratios associated with our revolving credit agreements were within the prescribed thresholds. Additionally, we expect to remain within the prescribed thresholds until maturity.

Our credit ratings as of December 31, 2020 were as follows:

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

In 2020, Moody's Investors Service upgraded its credit rating for ITT, including the Company's senior unsecured debt rating to Baa2 from Baa3 and its short-term commercial paper rating to P-2 from P-3. The upgrades reflect Moody's expectation that ITT will sustain improvements in profitability and free cash flows while maintaining relatively low funded debt levels, a strong liquidity profile and well-balanced financial policies. The ratings upgrades also reflect Moody's expectation that ITT's earnings and cash flow resiliency amid the COVID-19 pandemic will be sustained. Please refer to the rating agency websites and press releases for more information.

#### **Sources and Uses of Liquidity**

Our principal source of liquidity is our cash flow generated from operating activities, which provides us with the ability to meet the majority of our short-term funding requirements. The following table summarizes net cash derived from operating, investing, and financing activities for the years ended December 31, 2020 and 2019.

	2020	2019
Operating activities	\$ 435.9	\$ 357.7
Investing activities	(65.8)	(203.4)
Financing activities	(158.6)	(101.5)
Foreign exchange	35.2	(3.0)
Total net cash flow provided by continuing operations	\$ 246.7	\$ 49.8

#### **Operating Activities**

The increase in net cash provided by operating activities was primarily due to increased collections from customers and improved inventory management. Also contributing to the increase was lower asbestos-related payments of \$11.8. These items were partially offset by lower segment operating income, timing of accounts payable and an increase in restructuring payments of \$21.3. In addition, the Company's 2019 net settlement of \$10 for a civil matter with the U.S. Department of Justice was partially offset by proceeds received of \$9 in 2019 from an intellectual property settlement.

#### **Investing Activities**

The decrease in net cash used in investing activities of \$137.6 was primarily driven by 2019 payments of \$113.1 related to the acquisitions of Rheinhütte and Matrix. In addition, capital expenditures decreased \$27.7 as a result of cost containment measures in response to the COVID-19 pandemic.

#### **Financing Activities**

The increase in net cash used in financing activities of \$57.1 was primarily driven by an increase in repurchases of ITT common stock of \$42.8. In addition, proceeds from the issuance of common stock decreased \$10.6 and dividend payments increased \$6.9. During 2020, we borrowed approximately \$500 from our Revolving Credit Agreement which was outstanding for approximately three months.

#### **Asbestos**

Based on the estimated undiscounted asbestos liability as of December 31, 2020 for claims filed or estimated to be filed through 2052, we have estimated that we will be able to recover approximately 48% of the asbestos indemnity and defense costs from our insurers. However, actual insurance reimbursements may vary significantly from period to period and the anticipated recovery rate is expected to decline over time due to gaps in our insurance coverage, reflecting uninsured periods, the insolvency of certain insurers, prior settlements with our insurers, and our expectation that certain insurance policies will exhaust over time. Additionally, future recovery rates may be impacted by other factors, such as future insurance settlements, insolvencies, and judicial determinations relevant to our coverage program, which are difficult to predict. The Company has negotiated with certain of its excess insurers to reimburse the Company for a portion of its settlement or defense costs as incurred, frequently referred to as "coverage-in-place" agreements. Under coverage-in-place agreements, an insurer's policies remain in force and the insurer undertakes to provide coverage for the Company's present and future asbestos claims on specified terms and conditions that address, among other things, the share of asbestos claims costs to be paid by the insurer, payment terms, claims handling procedures and the expiration of the insurer's obligations. The Company has

entered into policy buyout agreements with certain insurers confirming the aggregate amount of available coverage under the subject policies and setting forth a schedule for future payments to a Qualified Settlement Fund, to be disbursed for future asbestos costs. Collectively, these agreements are designed to facilitate an orderly resolution and collection of ITT's insurance and to mitigate issues that insurers may raise regarding their responsibility to respond to claims. During 2020, we negotiated certain asbestos-related insurance coverage, resulting in a net benefit of \$100.4, including a coverage-in-place agreement in the fourth quarter that increased our asbestos-related asset by \$52.1.

As of December 31, 2020, the Company has entered into coverage-in-place agreements and policy buyout agreements representing approximately 76% of our recorded asbestos-related asset. While there are overall limits on the aggregate amount of insurance available to the Company with respect to asbestos claims, with respect to certain coverage, those overall limits were not reached by the estimated liability recorded by the Company at December 31, 2020. We continue to pursue our right to reimbursement for asbestos-related losses under certain insurance policies in the coverage litigation and explore negotiations with our insurers to maximize our insurance recoveries.

Although asbestos cash outflows can vary significantly from year to year, our current net cash outflows for defense and indemnity, net of tax benefits, are projected to average \$20 to \$30 per year over the next ten years, with declines in subsequent years. Net cash outflows for defense and indemnity, net of tax, averaged \$13 over the past three annual periods. Total net asbestos cash outflows also include certain administrative costs such as legal related costs for insurance asset recoveries.

In light of the uncertainties and variables inherent in the long-term projection of the Company's asbestos exposures and potential recoveries, it is difficult to predict the ultimate cost of resolving the pending and estimated future claims. We believe it is possible that future events affecting the key factors and other variables over the projection period could have a material adverse effect on our financial statements.

### Funding of Postretirement Plans

The following table provides a summary of the funded status of our postretirement benefit plans as of December 31, 2020 and 2019.

	2020				2019			
	U.S. Pension	Non-U.S. Pension	Other Benefits	Total	U.S. Pension	Non-U.S. Pension	Other Benefits	Total
Fair value of plan assets	\$ —	\$ 0.5	\$ —	\$ 0.5	\$ 319.9	\$ 0.6	\$ 1.3	\$ 321.8
Projected benefit obligation	15.5	109.0	118.3	242.8	310.4	98.4	116.6	525.4
Funded status	\$ (15.5)	\$ (108.5)	\$ (118.3)	\$ (242.3)	\$ 9.5	\$ (97.8)	\$ (115.3)	\$ (203.6)

During the fourth quarter of 2020, we completed the termination of our U.S. qualified pension plan and transfer of the plan's liabilities to an insurance company. We settled all future obligations under the plan by providing lump sum payments to eligible participants who elected to receive them, and by purchasing a group annuity contract from MassMutual Life Insurance Company (MassMutual) for the remaining projected benefit obligation. MassMutual has fully assumed the responsibility for paying and administering pension benefits to the approximately five thousand plan participants and their beneficiaries. The termination was funded with plan assets of approximately \$320 and cash of \$8.4. Contributions to our U.S. pension plans, including the amount related to the plan termination, were \$9.3 and \$9.9 during 2020 and 2019, respectively. The 2019 amount included discretionary contributions to our U.S. pension plans of \$9.0. We estimate contributions to the remaining non-qualified U.S. pension plan will be approximately \$1 in 2021.

Our non-U.S. pension plans, which are typically not funded due to local regulations, had a decline in funded status of \$10.7 during 2020, primarily due to a lower discount rate and unfavorable foreign currency translation. Contributions to our non-U.S. pension plans were \$4.1 and \$3.1 during 2020 and 2019, respectively, which were utilized to pay participant benefits. We currently estimate that the 2021 contributions to our non-U.S. pension plans will be approximately \$5.

Our other employee-related benefit plans are generally unfunded plans. The funded status of these plans declined by \$3.0 during 2020. We contributed \$4.6 and \$10.0 to our other employee-related defined benefit plans during 2020 and 2019, respectively. We currently estimate that the 2021 contributions to our other employee-related defined benefit plans will be approximately \$9.

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

### Capital Resources

Long-term debt is generally defined as any debt with an original maturity greater than 12 months. As of December 31, 2020, we have sources of short- and long-term funding including access to the capital markets through a commercial paper program and \$700 of available borrowing capacity under our revolving credit agreements, which may potentially be expanded to \$900, under the Revolving Credit Agreement, as well as market access to longer-term markets. Our commercial paper program is supported by the Revolving Credit Agreement and our policy is to maintain unused committed bank lines of credit in an amount greater than outstanding commercial paper balances.

The table below provides long-term debt outstanding and finance lease obligations at December 31, 2020 and 2019.

	2020	2019
Current portion of long-term debt	\$ 2.5	\$ 2.3
Non-current portion of long-term debt	13.0	12.9
Total long-term debt	\$ 15.5	\$ 15.2

### Contractual Obligations

ITT's commitment to make future payments under long-term contractual obligations was as follows, as of December 31, 2020:

	Payments Due By Period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Long-term debt	\$ 15.5	\$ 2.5	\$ 4.7	\$ 4.8	\$ 3.5
Operating leases	101.1	21.7	34.0	19.1	26.3
Purchase obligations <sup>(a)</sup>	104.7	94.6	10.1	—	—
Postretirement benefit payments <sup>(b)</sup>	242.3	15.0	26.8	25.6	174.9
Other long-term obligations <sup>(c)</sup>	70.5	7.6	11.6	11.0	40.3
Total	\$ 534.1	\$ 141.4	\$ 87.2	\$ 60.5	\$ 245.0

In addition to the amounts presented in the table above, we have recorded liabilities for pending asbestos claims and asbestos claims estimated to be filed through 2052 and uncertain tax positions of \$932.0 and \$17.2, respectively, in our Consolidated Balance Sheet at December 31, 2020. These amounts have been excluded from the contractual obligations table due to an inability to reasonably estimate the timing of payments in individual years.

- (a) Represents unconditional purchase agreements that are enforceable and legally binding and that specify all significant terms to purchase goods or services, including fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. Purchase agreements that are cancellable without penalty have been excluded.
- (b) Represents the projected timing of payments for benefits earned to date and the expectation that certain future service will be earned by current active employees for our pension and other employee-related benefit plans. See Note 16, [Postretirement Benefit Plans](#), for additional financial information related to our postretirement obligations.
- (c) Other long-term obligations include amounts recorded on our December 31, 2020 Consolidated Balance Sheet, including estimated environmental payments and employee compensation agreements. We estimate based on historical experience that we will spend approximately \$5 per year on environmental investigation and remediation. A portion of our environmental investigation and remediation costs are legally mandated through various orders and agreements with state and federal oversight agencies. At December 31, 2020, our recorded environmental liability was \$58.3. See Note 20, [Commitments and Contingencies](#), to the Consolidated Financial Statements for further information.

## **Off-Balance Sheet Arrangements**

Off-balance sheet arrangements represent transactions, agreements or other contractual arrangements with unconsolidated entities, where an obligation or contingent interest exists. Our off-balance sheet arrangements, as of December 31, 2020, consist of indemnities related to acquisition and disposition agreements and certain third-party guarantees.

### *Indemnities*

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

As part of ITT's 2011 spin-off of its Defense and Information Solutions business, Exelis, and its water-related business, Xylem, ITT LLC agreed to assume certain liabilities and provide certain indemnifications and cross-indemnifications among ITT LLC, Exelis and Xylem, subject to limited exceptions with respect to employee claims. The provisions address a variety of subjects, including asserted and unasserted product liability matters (e.g., asbestos claims, product warranties) which relate to certain products manufactured, repaired or sold prior to the date of the 2011 spin-off. These provisions last indefinitely and are not affected by Harris' acquisition of Exelis, or Harris' merger with L3 Technologies. In addition, ITT LLC, Exelis and Xylem agreed to certain cross-indemnifications with respect to other liabilities and obligations. ITT LLC expects Exelis and Xylem to fully perform under the terms of the Distribution Agreement and therefore has not recorded a liability for matters for which we have been assumed or indemnified. In addition, both Exelis and Xylem have made asbestos indemnity claims that could give rise to material payments under the indemnity provided by ITT LLC; such claims are included in our estimate of asbestos liabilities.

### *Guarantees*

We had \$150.5 of guarantees, letters of credit and similar arrangements outstanding at December 31, 2020, primarily pertaining to commercial or performance guarantees and insurance matters. We have not recorded any material loss contingencies under these guarantees, letters of credit and similar arrangements as of December 31, 2020 as the likelihood of nonperformance by the underlying obligors is considered remote. From time to time, we may provide certain third-party guarantees that may be affected by various conditions and external factors, some of which could require that payments be made under such guarantees. We do not consider the maximum exposure or current recorded liabilities under our third-party guarantees to be material either individually or in the aggregate. We do not believe such payments would have a material adverse impact on our financial statements.

## KEY PERFORMANCE INDICATORS AND NON-GAAP MEASURES

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

- “Organic revenue” is defined as revenue, excluding the impacts of foreign currency fluctuations, acquisitions, and divestitures that did not meet the criteria for presentation as a discontinued operation. The period-over-period change resulting from foreign currency fluctuations is estimated using a fixed exchange rate for both the current and prior periods. Management believes that reporting organic revenue provides useful information to investors by facilitating comparisons of our revenue performance with prior and future periods and to our peers. A reconciliation of revenue to organic revenue for the year ended December 31, 2020 is provided below.

	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total ITT
2020 Revenue	\$ 1,121.1	\$ 843.0	\$ 516.5	\$ (2.8)	\$ 2,477.8
Acquisitions	—	(18.6)	(5.8)	—	(24.4)
Foreign currency translation	(8.1)	11.4	(2.0)	—	1.3
2020 Organic revenue	1,113.0	835.8	508.7	(2.8)	2,454.7
2019 Revenue	1,241.8	943.8	663.9	(3.1)	2,846.4
Organic revenue decline	\$ (128.8)	\$ (108.0)	\$ (155.2)	\$ 0.3	\$ (391.7)
Percentage change	(10.4)%	(11.4)%	(23.4)%		(13.8)%



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

A reconciliation of operating income to adjusted operating income for the years ended December 31, 2020 and 2019 are provided in the tables below.

Year Ended December 31, 2020	Motion Technologies	Industrial Process	Connect & Control Technologies	Total Segment	Corporate	ITT Inc.
Operating income	\$ 184.0	\$ 77.6	\$ 57.0	\$ 318.6	\$ (92.1)	\$ 226.5
Asbestos-related costs, net	—	—	—	—	66.3	66.3
Restructuring costs	12.7	19.5	8.5	40.7	2.3	43.0
Asset impairment charges <sup>(a)</sup>	—	16.3	—	16.3	—	16.3
Acquisition-related costs	—	0.6	0.2	0.8	—	0.8
Realignment costs and other <sup>(b)</sup>	—	—	—	—	2.8	2.8
Adjusted operating income	\$ 196.7	\$ 114.0	\$ 65.7	\$ 376.4	\$ (20.7)	\$ 355.7
Adjusted operating margin	17.5 %	13.5 %	12.7 %	15.2 %		14.4 %
Year Ended December 31, 2019						
Operating income	\$ 216.1	\$ 104.7	\$ 111.5	\$ 432.3	\$ (20.9)	\$ 411.4
Asbestos-related benefit, net	—	—	—	—	(20.2)	(20.2)
Restructuring costs	4.9	5.7	2.0	12.6	0.2	12.8
Acquisition-related costs	—	7.5	1.2	8.7	—	8.7
Asset impairment charges	—	1.0	—	1.0	—	1.0
Realignment costs and other <sup>(b)</sup>	1.3	0.5	0.3	2.1	5.1	7.2
Adjusted operating income	\$ 222.3	\$ 119.4	\$ 115.0	\$ 456.7	\$ (35.8)	\$ 420.9
Adjusted operating margin	17.9 %	12.7 %	17.3 %	16.0 %		14.8 %

(a) Asset impairment charges in 2020 are related to a business within IP that primarily serves the global upstream oil and gas market.

(b) Realignment costs and other at MT include costs associated with the settlement of a legal matter in 2019.

Realignment costs and other at IP include a management reorganization.

Realignment costs and other at CCT include costs associated with a resolved DOJ civil matter.

Realignment costs and other at Corporate primarily reflects accelerated amortization of an intangible asset.

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

A reconciliation of adjusted income from continuing operations, including adjusted earnings per diluted share, to income from continuing operations and income from continuing operations per diluted share for the years ended December 31, 2020 and 2019 are provided in the table below.

	2020	2019
Income from continuing operations attributable to ITT Inc.	\$ 68.5	\$ 323.4
Pension termination and related costs, net of tax benefit of \$33.4 and \$0.0, respectively	108.2	—
Net asbestos-related costs (benefit), net of tax (benefit) expense of \$(17.4) and \$4.7, respectively	48.9	(15.5)
Restructuring costs, net of tax benefit of \$7.1 and \$3.0, respectively	35.9	9.8
Asset impairment charges, net of tax benefit of \$0.2 and \$0.2, respectively <sup>(a)</sup>	16.1	0.8
Tax-related special items <sup>(b)</sup>	(1.3)	5.1
Acquisition-related costs, net of tax benefit of \$0.1 and \$0.6, respectively	0.7	8.1
Realignment and other costs, net of tax benefit of \$0.6 and \$1.7, respectively <sup>(c)</sup>	2.2	5.6
<b>Adjusted income from continuing operations</b>	<b>\$ 279.2</b>	<b>\$ 337.3</b>
Income from continuing operations attributable to ITT Inc. per diluted share (EPS)	\$ 0.78	\$ 3.65
<b>Adjusted EPS</b>	<b>\$ 3.20</b>	<b>\$ 3.81</b>

- (a) Asset impairment charges in 2020 are related to a business within IP that primarily serves the global upstream oil and gas market.
- (b) The following table details significant components of the tax-related special items. See Note 6, [Income Taxes](#), to Consolidated Financial Statements for further information.

	2020	2019
Charge on undistributed foreign earnings	\$ 6.3	\$ 7.3
Change in deferred tax asset valuation allowance	(6.2)	4.7
Change in uncertain tax positions	(4.4)	0.2
Other	3.0	(7.1)
<b>Net tax-related special items</b>	<b>\$ (1.3)</b>	<b>\$ 5.1</b>

- (c) Realignment and other in 2020 primarily relates to amortization of certain intangible assets. Realignment and other in 2019 primarily relates to amortization of certain intangible assets, management reorganization costs at IP and our Corporate Headquarters, and costs associated with a legal matter.

## CRITICAL ACCOUNTING ESTIMATES

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

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

### Asbestos Matters

Our subsidiaries, ITT LLC and Goulds Pumps LLC, have been sued along with many other companies in product liability lawsuits alleging personal injury due to asbestos exposure. These claims generally allege that certain products sold by our subsidiaries prior to 1985 contained a part manufactured by a third party (e.g., a gasket) that contained asbestos. To the extent that these third-party parts may have contained asbestos, it was encapsulated in the gasket (or other) material and was non-friable.

Estimating our exposure to pending asbestos claims and those that may be filed in the future is subject to significant uncertainty and risk as there are multiple variables that can affect the timing, severity, quality, quantity, and resolution of claims. The methodology used to project future asbestos costs is based largely on the Company's recent experience in resolving asbestos claims. To estimate the Company's exposure to pending claims, we use recent dismissal rates and settlement averages to calculate the expected cost of those cases. To estimate the unasserted claims, the Company relies on previously conducted epidemiological studies estimating the population of U.S. workers across 11 different industry and occupation categories believed to have been exposed to asbestos. We use relevant information from those studies to calculate an estimate of the number of claims to be compensated by the Company and then apply our recent experience on settlement averages to calculate the estimated costs to be incurred to resolve those unasserted claims. In addition, the estimate is augmented for the costs of defending asbestos claims in the tort system. The asbestos liability has not been discounted to present value as the timing of future cash flows may vary. The Company retains a consulting firm to assist management in estimating our potential exposure to pending asbestos claims and for claims estimated to be filed in the future. The methodology to project future asbestos costs is one in which the underlying assumptions are separately assessed for their reasonableness and then each is used as an input to the liability estimate.

The liability estimate is most sensitive to assumptions surrounding mesothelioma and lung cancer claims, as together, the estimated costs to resolve pending and estimated future mesothelioma and lung cancer claims represent approximately 98% of the indemnity liability, but only 33% of pending claims.

The assumptions used by the Company are interdependent and no one factor predominates in estimating the asbestos liability. While there are other potential inputs to the model used to estimate our asbestos exposures for pending and estimated future claims, our methodology relies on the best input available for each individual assumption and, due to the interdependencies, does not create a range of reasonably possible outcomes. Projecting future asbestos costs is subject to numerous variables and uncertainties that are inherently difficult to predict. In addition to the uncertainties surrounding the key assumptions, additional uncertainty related to asbestos claims arise from the long latency period prior to the manifestation of an asbestos-related disease, changes in available medical treatments and associated medical costs, changes in plaintiff behavior resulting from bankruptcies of other companies that are potential defendants or co-defendants, uncertainties surrounding the litigation process from jurisdiction to jurisdiction, and the impact of potential legislative or judicial changes.

The forecast period used to estimate our potential exposure to projected asbestos claims is a judgment based on a number of factors, including volatility in asbestos litigation in general, the number and type of claims filed, recent experience with claims activity, and whether our past experience is expected to continue into the future. During the third quarter of 2020, we extended our forecast period to include pending claims and claims expected to be filed through 2052, reflecting the full time period over which we expect asbestos-related claims to be filed against us. Our ability to reasonably estimate the liability over the full time horizon resulted from the culmination of various factors, including:

- We observed stability in our data, particularly our experience in the number of and percentage of claims compensated by the Company, the amounts paid to settle claims, and related defense costs, subsequent to the implementation of our one-firm defense strategy.
- Recent favorable developments in our insurance coverage litigation, including a stipulation filed with the court in the third quarter of 2020, upon which we subsequently entered into a coverage-in-place agreement with a group of insurers regarding the remaining available and solvent limits of a significant coverage block, and our experience with insurance settlements, provided additional certainty with respect to the availability of insurance to reimburse us for certain asbestos-related expenses and the overall net exposure of the Company.

Overall, we believe there is greater predictability of outcomes from insurance settlements and stability of underlying inputs used in calculating the gross liability. As a result, we believe the uncertainty in calculating the net liability has been reduced and there was sufficient reliability to transition to a full time horizon in 2020.

We record a corresponding asbestos-related asset that represents our best estimate of probable insurance recoveries related to the recorded asbestos liability. In developing this estimate, the Company considers coverage-in-place and other settlement agreements with its insurers, as well as a number of additional factors, including expected levels of future cost recovery, the financial viability of the insurance companies, the method by which losses will be allocated to the various insurance policies and the years covered by those policies, the extent to which settlement and defense costs will be reimbursed by the insurance policies, and interpretation of the various policy and contract terms and limits and their interrelationships. The asbestos-related asset has not been discounted to present value, consistent with the asbestos liability as the timing of the insurance recoveries, including those under coverage-in-place and other settlement agreements, is dependent on the timing of payments of the asbestos liability.

The Company retains a consulting firm to assist management in estimating probable insurance recoveries related to pending and future asbestos claims. The analysis of policy terms and the likelihood of recovery from solvent insurers are provided by external legal counsel and includes a risk assessment where policy terms or other factors are not certain and allocates asbestos settlement and defense costs among our insurers. The aggregate amount of insurance available to the Company was acquired over many years and from many different carriers. The Company is in litigation with certain of these carriers to enforce its right to coverage for asbestos-related losses under policies they or their predecessors issued. Amounts deemed not recoverable generally are due from insurers that are insolvent.

Based on the estimated undiscounted asbestos liability as of December 31, 2020, we have estimated that we will be able to recover 48% of asbestos indemnity and defense costs from our insurers. However, actual insurance reimbursements may vary significantly from period to period and the anticipated recovery rate is expected to decline over time due to exhaustion of policies and the insolvency of certain insurers. Future recovery rates may be impacted (positively or negatively) by other factors, such as future insurance settlements, unforeseen insolvencies, and judicial determinations relevant to our coverage program, which are difficult to predict.

Our estimated asbestos liability and related receivables are based on management's best estimate of future events largely based on past experience; however, past experience may not prove a reliable predictor of the future. Future events affecting the key assumptions and other variables for either the asbestos liability or the related receivables could cause actual costs and recoveries to be materially higher or lower than currently estimated. For example, a significant upward or downward trend in the number of claims filed, depending on the nature of the alleged injury, the jurisdiction where filed and the quality of the product identification could change the estimated liability, as would substantial adverse verdicts at trial. A legislative solution, structured settlement transaction, or significant change in relevant case law could also change the estimated liability. Further, the bankruptcy of an insurer or settlements with our insurers, whether through coverage-in-place agreements or policy buyouts, could change the estimated amount of recoveries.

Due to these uncertainties, it is difficult to predict the ultimate cost of resolving all pending and estimated unasserted asbestos claims. We believe it is possible that the future events affecting the key factors and other variables in estimating our liability could have a material adverse effect on our financial statements.

### **Revenue Recognition**

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

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

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

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

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

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

### **Income Taxes**

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

generation of future taxable income (including the reversals of deferred tax liabilities) during the periods in which those deferred tax assets will become deductible.

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

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

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

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

#### **Goodwill and Other Intangible Assets**

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

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

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

Determining the fair value of a reporting unit or an indefinite-lived intangible asset is judgmental in nature and involves the use of significant estimates and assumptions, particularly related to future operating results and cash flows. These estimates and assumptions include, but are not limited to, revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, assumed royalty rates, future economic and market conditions and the identification of appropriate market comparable data. In addition, the identification of reporting units and the allocation of assets and liabilities to the reporting units when determining the carrying value of each reporting unit also requires judgment. Goodwill is tested for impairment at the reporting unit level, which, based on the applicable accounting guidance, is either the operating segment or one level below (e.g., the divisions of our Connect & Control Technology segment). The fair value of our reporting units and indefinite-lived intangible assets are based on estimates and assumptions that are believed to be reasonable. Significant changes to these estimates and assumptions could adversely impact our conclusions. Actual future results may differ from those estimates. Further, had different reporting units been identified or had different valuation techniques or assumptions been utilized, the results of our impairment tests could have resulted in an impairment loss, which could have been material. During the fourth quarter of 2020, we performed our annual impairment assessment and determined that the estimated fair values of our goodwill reporting units were substantially in excess of each of their carrying values.

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

### **Environmental Liabilities**

We are subject to various federal, state, local, and foreign environmental laws and regulations that require environmental assessment or remediation efforts. Accruals for environmental exposures are recorded on a site-by-site basis when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, based on current law and existing technologies. Significant judgment is required to determine both the likelihood of a loss and the estimated amount of loss. Engineering studies, probability techniques, historical experience and other factors are used to identify and evaluate remediation alternatives and their related costs in estimating our reserve for environmental liabilities. Our environmental reserve of \$58.3 at December 31, 2020, represents management's estimate of undiscounted costs expected to be incurred related to environmental assessment or remediation efforts, as well as related legal fees, without regard to potential recoveries from insurance companies or other third parties. Our estimated liability is reduced to reflect the participation of other potentially responsible parties in those instances where it is probable that such parties are legally responsible and financially capable of paying their respective share of the relevant costs and that share can be reasonably estimated. Our environmental accruals are reviewed and adjusted for progress of investigation and remediation efforts and as additional technical or legal information become available, such as the impact of negotiations with regulators and other potentially responsible parties, settlements, rulings, advice of legal counsel, and other current information.

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

Although it is not possible to predict with certainty the ultimate costs of environmental remediation, the reasonably possible high-end range of our estimated environmental liability at December 31, 2020 was \$97.6.

## Recent Accounting Pronouncements

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

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

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

### Foreign Currency Exchange Rate Exposures

Our foreign currency exchange rate risk relates to receipts from customers, payments to suppliers and intercompany transactions denominated in foreign currencies. Our principal currency exposures relate to the Euro, Czech koruna, Mexican peso, Polish zloty, South Korean won, and the Chinese renminbi. Based on a sensitivity analysis at December 31, 2020, a hypothetical 10% change in the foreign currency exchange rates for the year ended December 31, 2020 would have resulted in translation impact to our pre-tax earnings of approximately \$22, due primarily to the Euro and Czech koruna. This calculation assumes that all currencies change in the same direction and proportion relative to the U.S. dollar and that there are no indirect effects, such as changes in non-U.S. dollar sales volumes or prices. This calculation does not take into account the impact of the foreign currency forward exchange contracts discussed above and we did not have any such contracts in place as of December 31, 2020.

### Interest Rate Exposures

As of December 31, 2020, our outstanding variable rate debt was \$104.3. We estimate that a hypothetical increase in interest rates of 100 basis points would result in approximately \$1 of additional annual interest expense based on current borrowing levels.

### Commodity Price Exposures

Portions of our business are exposed to volatility in the prices of certain commodities, such as steel, gold, copper, nickel, iron, aluminum, tin, and rubber as well as specialty alloys, including titanium that we purchase in the raw form, or that are used in purchased component parts. The prices of these and other commodities may also be impacted by tariffs. When practical, we attempt to control such costs through fixed-price contracts with suppliers; however, we are prone to exposure as these contracts expire. We evaluate hedging opportunities to mitigate or minimize the risk of operating margin erosion resulting from the volatility of commodity prices. During 2020, the prices of commodities, including raw materials such as steel, used in our production processes rose each quarter. The rising prices were a result of increased demand as companies increased their safety stock due to supply chain uncertainty amid the COVID-19 pandemic. The impact of higher commodities prices on our fiscal year 2020 financial results were partially mitigated by fixed-price supply contracts with suppliers. Assuming all other variables remain constant, we estimate that a hypothetical 10% change in steel prices, excluding any impact of purchased component parts, would impact pre-tax earnings by approximately \$4 to \$6. We estimate that a hypothetical 10% change in prices for any other commodity would not be material to our financial statements.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See Index to Consolidated Financial Statements herein.

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

None.



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

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

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

The Company, with the participation of various levels of management, including the CEO and CFO, conducted an evaluation of effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of December 31, 2020. Based on such evaluation, such officers have concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures are effective.

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

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

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

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

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2020. Management based this assessment on criteria for effective internal control over financial reporting described in the 2013 "Internal Control — Integrated Framework" released by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. Management's assessment included an evaluation of the design of the Company's internal control over financial reporting and testing of the operational effectiveness of its internal control over financial reporting. Management reviewed the results of its assessment with the Audit Committee of our Board of Directors. Based on this assessment, management determined that, as of December 31, 2020, the Company maintained effective internal control over financial reporting.

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

Management's assessment, included herein, should be read in conjunction with the certifications and the report issued by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which appears subsequent to Item 9B in this Annual Report on Form 10-K.

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

During the three months ended December 31, 2020, no change occurred in our internal control over financial reporting that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. In addition, we have not experienced any material impact to our internal controls over financial reporting despite the fact that many of our employees continue to work remotely during the COVID-19 pandemic. We are continually monitoring and assessing the COVID-19 situation on our internal controls to minimize the impact on their design and operating effectiveness.

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

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

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

In its 2012 Annual Report, ITT described its acquisition of all the shares of Joh. Heinr. Bornemann GmbH (Bornemann) in November 2012, as well as certain activities of Bornemann in Iran and the wind down of those activities in accordance with a General License issued on December 26, 2012 (the General License) by the Office of Foreign Assets Control. As permitted by the General License, on or before March 8, 2013, Bornemann completed the wind-down activities and ceased all activities in Iran. As required to be disclosed by Section 13(r), the gross revenues and operating income to Bornemann from its Iranian activities subsequent to its acquisition by ITT were Euros 2.2 million and Euros 1.5 million, respectively. Prior to its acquisition by ITT, Bornemann issued a performance bond to its Iranian customer in the amount of Euros 1.3 million (the Bond). Bornemann requested that the Bond be canceled prior to March 8, 2013; however, the former customer refused this request and as a result the Bond remains outstanding. Bornemann did not receive gross revenues or operating income, or pay interest, with respect to the Bond in any subsequent periods through December 31, 2020, however, Bornemann did pay annual fees of approximately Euros 11 thousand in each of 2020, 2019 and 2018 to the German financial institution which is maintaining the Bond.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of ITT Inc. and subsidiaries (the "Company") as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework* (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2020, and the related notes (collectively the "financial statements") of the Company and our report dated February 19, 2021, expressed an unqualified opinion on those financial statements.

### Basis for Opinion

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

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

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

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

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

/s/ Deloitte & Touche LLP

Stamford, Connecticut

February 19, 2021

## PART III

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

Information required by this Item 10 is incorporated by reference from the information provided under the sections entitled "Voting Items," "How to Vote," "Election of Directors (Proxy Item No. 1)," "Corporate Governance and Related Matters-Overview of Committees-Audit Committee" and "Audit Committee Report" in our Proxy Statement for the 2021 Annual Meeting of Shareholders (2021 Proxy Statement).

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

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

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

Pursuant to New York Stock Exchange (NYSE) Listing Company Manual Section 303A.12(a), the Company submitted a Section 12(a) CEO Certification to the NYSE in 2020. The Company also filed with the SEC, as exhibits to the Company's current Annual Report on Form 10-K, the certifications required under Section 302 of the Sarbanes-Oxley Act for its Chief Executive Officer and Chief Financial Officer.

### ITEM 11. EXECUTIVE COMPENSATION

Information required by this Item 11 is incorporated by reference to the discussion under the headings "2020 Non-Management Director Compensation," "Compensation Tables," "Compensation Discussion and Analysis," "Compensation and Human Capital Committee Report" and "Compensation Committee Interlocks and Insider Participation" in our 2021 Proxy Statement.

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

Information required by this Item 12 is incorporated by reference to the discussion under the caption "Other Matters - Stock Ownership of Directors, Executive Officers, and Certain Shareholders," and "Equity Compensation Plan Information" in our 2021 Proxy Statement.

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

Information required by this item is incorporated by reference to the discussions under the captions "Corporate Governance and Related Matters-Policies for Approving Related Party Transactions" and "Corporate Governance and Related Matters-Director Independence" in our 2021 Proxy Statement.

### ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Information about the fees for 2020 and 2019 for professional services rendered by our independent registered public accounting firm is incorporated by reference to the discussion under the heading "Ratification of Appointment of the Independent Registered Public Accounting Firm (Proxy Item No. 2)" of our 2021 Proxy Statement. Our Audit Committee's policy on pre-approval of audit and permissible non-audit services of our independent registered public accounting firm is also incorporated by reference to the discussion under the heading "Ratification of Appointment of the Independent Registered Public Accounting Firm (Proxy Item No. 2)" of our 2021 Proxy Statement.

## **PART IV**

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

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

1. See Index to Consolidated Financial Statements appearing on page 50 for a list of the financial statements filed as a part of this report.
2. See Exhibit Index on page II-1 for a list of the exhibits filed or incorporated herein as a part of this report.

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

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

Not Applicable.

## INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

ITEM	PAGE
Report of Independent Registered Public Accounting Firm	51
Consolidated Statements of Operations for the years ended December 31, 2020, 2019 and 2018	54
Consolidated Statements of Comprehensive Income for the years ended December 31, 2020, 2019 and 2018	55
Consolidated Balance Sheets as of December 31, 2020 and 2019	56
Consolidated Statements of Cash Flows for the years ended December 31, 2020, 2019 and 2018	57
Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 2020, 2019 and 2018	58
Notes to the Consolidated Financial Statements:	59
Note 1 – Description of Business, Basis of Presentation and Summary of Significant Accounting Policies	59
Note 2 – Recent Accounting Pronouncements	66
Note 3 – Segment Information	67
Note 4 – Revenue	68
Note 5 – Restructuring Actions	70
Note 6 – Income Taxes	72
Note 7 – Earnings Per Share Data	76
Note 8 – Receivables, Net	76
Note 9 – Inventories, Net	77
Note 10 – Other Current and Non-Current Assets	77
Note 11 – Plant, Property and Equipment, Net	77
Note 12 – Goodwill and Other Intangible Assets, Net	78
Note 13 – Accrued Liabilities and Other Non-Current Liabilities	79
Note 14 – Leases	80
Note 15 – Debt	80
Note 16 – Postretirement Benefit Plans	81
Note 17 – Long-Term Incentive Employee Compensation	87
Note 18 – Capital Stock	89
Note 19 – Accumulated Other Comprehensive Loss	90
Note 20 – Commitments and Contingencies	90
Note 21 – Guarantees, Indemnities and Warranties	94
Note 22 – Acquisitions	95
Supplemental Financial Data:	
Selected Quarterly Financial Data (Unaudited)	96

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of ITT Inc. and subsidiaries (the "Company") as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income, Shareholders' equity, and cash flows, for each of the three years in the period ended December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 19, 2021, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

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

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

### Critical Audit Matters

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

### **Asbestos-related liabilities and Accrued liabilities - Refer to Note 20 to the financial statements**

The Company has been sued in product liability lawsuits alleging damages for personal injury arising from exposure to asbestos from component parts of certain products sold or distributed by various defendants, including certain ITT subsidiaries. The Company engages a third-party consulting firm with extensive experience in assessing asbestos related liabilities to assist management in their estimate of the potential undiscounted liability for pending and future asbestos related claims. The Company then records an estimated liability related to pending claims and claims estimated to be filed for which they believe it is probable and for which they can reasonably estimate. This estimate requires management to make significant estimates and assumptions related to the number of claims to be compensated based on epidemiological and historical data and recent claims experience settling and dismissing claims, disease type, settlement values, external factors, and the period to which the Company can reasonably estimate the liability. The Company has disclosed they extended their projection to include pending claims and claims expected to be filed through 2052, reflecting the full time period over which they expect asbestos-related claims to be filed against them. Previous estimates included pending claims and claims expected to be filed over the next 10 years. The current and non-current liability as of December 31, 2020 was \$91.4 million and \$840.6 million,

respectively.

We identified the liability of future asbestos related claims as a critical audit matter given the key assumptions involve subjectivity which requires a high degree of auditor judgment and an increased extent of effort, including the need to involve our actuarial specialists, when performing audit procedures to evaluate whether the asbestos related liabilities were appropriately recorded as of December 31, 2020.

Our audit procedures related to the asbestos liability included the following, among others:

- We tested the effectiveness of controls over the liability estimate, including the assumptions selected for use in the Company's third-party consulting firm's model utilized to estimate the undiscounted cost of pending and future asbestos related claims.
- We assessed the qualifications, experience, and objectivity of management's third-party consultant.
- We tested the underlying historical data that served as the basis for the actuarial analysis, for accuracy and completeness of disease type, actual settlement values, and case status.
- We evaluated the period management used to project the future liability for pending and future asbestos claims by analyzing the stability of Company specific historical claims filed, compensability rates, and average settlement values. We also evaluated the changes in the overall liability from recent annual re-measurements, the trend of claim types, and other factors such as changes to the insurance portfolio.
- We evaluated the selection of the epidemiological curve used by the Company to project the liability by comparing Company specific claims experience to the expected claims experience per published industry data.
- With the assistance of our actuarial specialists that have experience in the area of asbestos-related reserves, we assessed the reasonableness of the valuation methodology, significant assumptions, and the computation of the liability estimate by the third-party consulting firm.

#### **Asbestos-related assets and Other current assets - Refer to Note 20 to the financial statements**

The Company has a number of primary and excess insurance policies from several insurers which were in place during the timeframe that the alleged asbestos exposure occurred. The Company has negotiated with certain of its excess insurers to reimburse the Company for a portion of its settlement and/or defense costs as incurred, frequently referred to as "coverage-in-place" agreements. Under coverage-in-place agreements, an insurer's policies remain in force and the insurer undertakes to provide coverage for the Company's present and future asbestos claims on specified terms and conditions that address, among other things, the share of asbestos claims costs to be paid by the insurer, payment terms, claims handling procedures and the expiration of the insurer's obligations. The Company has entered into policy buyout agreements with certain insurers confirming the aggregate amount of available coverage under the subject policies and setting forth a schedule for future payments to a Qualified Settlement Fund, to be disbursed for future asbestos costs. The Company retains an insurance consulting firm to assist management in estimating probable recoveries for pending asbestos claims and for claims estimated to be filed in the future based on the analysis of policy terms, the likelihood of recovery provided by external legal counsel, and incorporating risk mitigation judgments where policy terms or other factors are not certain. The current and non-current asset as of December 31, 2020 was \$91.0 million and \$353.7 million, respectively. As of December 31, 2020, the Company has entered into coverage-in-place agreements and policy buyout agreements representing approximately 76% of the recorded asset. The remaining part of the Company's insurance receivable is estimated by insurance carrier or policy based on the following significant assumptions 1) expected levels of future cost recovery, 2) the financial viability of the insurance companies, 3) the method by which losses will be allocated to the various insurance policies and the years covered by those policies, 4) the extent to which settlement and defense costs will be reimbursed by the insurance policies, and 5) interpretation of the various policy and contract terms and limits and their interrelationships.

We identified the asbestos-related insurance recoveries from insurance policies that do not have coverage-in-place or buyout agreements as a critical audit matter given the significant assumptions to determine the recoveries require a high degree of auditor judgment and an increased extent of effort, including the need to involve our actuarial specialists, when performing audit procedures to evaluate whether the asbestos related assets were appropriately recorded as of December 31, 2020.

Our audit procedures related to the assumptions used to estimate insurance recoveries related to asbestos liabilities included the following, among others:

- We tested the effectiveness of controls, including those over the assumptions selected for use in the Company's



third-party consultant's model for estimated recoveries.

- We assessed the qualifications, experience, and objectivity of management's third-party consultant.
- We tested the insurance policies for existence and coverage amounts.
- We evaluated the financial viability of insurance companies by reviewing available public external credit ratings.
- With the assistance of our actuarial specialists that have experience in the area of asbestos-related assets, we evaluated the reasonableness of management's selected recovery percentage based upon existing insurance policies by (1) reading the underlying insurance policies (2) considering the impact of recent legal precedents (3) evaluating changes in assumptions or other factors from the prior year and (4) recalculating the allocation of the asbestos losses to estimate the insurance recoveries.
- We obtained correspondence from and made inquiries of the Company's external legal counsel regarding their assessment of each insurance policy and the range of expected recovery.
- We obtained insurance settlements the Company entered into during 2020 and evaluated the appropriateness of management's judgments as to the application of funds available to cover certain claims.
- We compared cash collections in 2020 to the Company's prior year estimated recoveries.

/s/ Deloitte & Touche LLP

Stamford, Connecticut

February 19, 2021

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

## CONSOLIDATED STATEMENTS OF OPERATIONS

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

	2020	2019	2018
Revenue	\$ 2,477.8	\$ 2,846.4	\$ 2,745.1
Costs of revenue	1,695.6	1,936.3	1,857.9
Gross profit	782.2	910.1	887.2
General and administrative expenses	200.7	240.3	253.9
Sales and marketing expenses	146.5	165.9	168.2
Research and development expenses	84.9	97.9	98.4
Asbestos-related costs (benefit), net	66.3	(20.2)	4.9
Restructuring costs	43.0	12.8	5.2
Asset impairment charges	16.3	1.0	—
(Gain) loss on sale or disposal of long-lived assets	(2.0)	1.0	(40.7)
Operating income	226.5	411.4	397.3
Interest (income) expense, net	(0.7)	(4.1)	0.5
Non-operating postretirement costs	144.2	4.5	7.1
Miscellaneous (income), net	(2.2)	(3.4)	(1.3)
Income from continuing operations before income tax	85.2	414.4	391.0
Income tax expense	15.3	89.9	57.7
Income from continuing operations	69.9	324.5	333.3
Income from discontinued operations, including tax (expense) benefit of \$(0.2), \$0.6, and \$(0.3), respectively	4.0	1.7	1.3
Net income	73.9	326.2	334.6
Less: Income attributable to noncontrolling interests	1.4	1.1	0.9
Net income attributable to ITT Inc.	\$ 72.5	\$ 325.1	\$ 333.7
<b>Amounts attributable to ITT Inc.:</b>			
Income from continuing operations, net of tax	\$ 68.5	\$ 323.4	\$ 332.4
Income from discontinued operations, net of tax	4.0	1.7	1.3
Net income	\$ 72.5	\$ 325.1	\$ 333.7
<b>Earnings per share attributable to ITT Inc.:</b>			
Basic earnings per share:			
Continuing operations	\$ 0.79	\$ 3.69	\$ 3.79
Discontinued operations	0.05	0.02	0.02
Net income	\$ 0.84	\$ 3.71	\$ 3.81
Diluted earnings per share:			
Continuing operations	\$ 0.78	\$ 3.65	\$ 3.75
Discontinued operations	0.05	0.02	0.01
Net income	\$ 0.83	\$ 3.67	\$ 3.76
Weighted average common shares – basic	86.7	87.7	87.7
Weighted average common shares – diluted	87.3	88.6	88.7

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

## CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(IN MILLIONS)  
YEARS ENDED DECEMBER 31

	2020	2019	2018
Net income	\$ 73.9	\$ 326.2	\$ 334.6
Other comprehensive income (loss):			
Net foreign currency translation adjustment	28.5	(8.1)	(33.3)
Net change in postretirement benefit plans, net of tax impacts of \$(18.7), \$0.2, and \$(1.6), respectively	77.4	(1.7)	6.0
Other comprehensive income (loss)	105.9	(9.8)	(27.3)
Comprehensive income	179.8	316.4	307.3
Less: Comprehensive income attributable to noncontrolling interests	1.4	1.1	0.9
Comprehensive income attributable to ITT Inc.	\$ 178.4	\$ 315.3	\$ 306.4
<b>Disclosure of reclassification adjustments and other adjustments to postretirement benefit plans (See Note 16)</b>			
Reclassification adjustments:			
Amortization of prior service benefit, net of tax expense of \$1.2, \$1.0, and \$1.1, respectively	\$ (3.9)	\$ (3.4)	\$ (3.3)
Amortization of net actuarial loss, net of tax benefit of \$(1.8), \$(1.8), and \$(2.4), respectively	7.1	5.6	7.4
Loss on plan settlement, net of tax benefit of \$(25.7), \$0.0, and \$(0.4), respectively	111.3	—	1.3
Other adjustments:			
Prior service cost, net of tax benefit (expense) of \$0.0, \$0.4, and \$(0.1), respectively	—	(1.3)	—
Net actuarial loss, net of tax benefit of \$7.6, \$0.6, and \$0.2, respectively	(34.2)	(2.9)	(0.4)
Unrealized change from foreign currency translation	(2.9)	0.3	1.0
Net change in postretirement benefit plans, net of tax	\$ 77.4	\$ (1.7)	\$ 6.0

The accompanying Notes to the Consolidated Financial Statements are an integral part of the statements of comprehensive income.

## CONSOLIDATED BALANCE SHEETS

(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)  
DECEMBER 31

	2020	2019
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 859.8	\$ 612.1
Receivables, net	507.5	578.4
Inventories, net	360.5	392.9
Other current assets	189.5	153.4
<b>Total current assets</b>	<b>1,917.3</b>	<b>1,736.8</b>
Plant, property and equipment, net	525.1	531.5
Goodwill	944.8	927.2
Other intangible assets, net	106.4	138.0
Asbestos-related assets	353.7	319.6
Deferred income taxes	158.3	138.1
Other non-current assets	272.0	316.5
<b>Total non-current assets</b>	<b>2,360.3</b>	<b>2,370.9</b>
<b>Total assets</b>	<b>\$ 4,277.6</b>	<b>\$ 4,107.7</b>
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Commercial paper and current maturities of long-term debt	\$ 106.8	\$ 86.5
Accounts payable	306.8	332.4
Accrued liabilities	457.4	430.8
<b>Total current liabilities</b>	<b>871.0</b>	<b>849.7</b>
Asbestos-related liabilities	840.6	731.6
Postretirement benefits	227.5	213.9
Other non-current liabilities	210.6	234.7
<b>Total non-current liabilities</b>	<b>1,278.7</b>	<b>1,180.2</b>
<b>Total liabilities</b>	<b>2,149.7</b>	<b>2,029.9</b>
Shareholders' equity:		
Common stock:		
Authorized – 250.0 shares, \$1 par value per share		
Issued and Outstanding – 86.5 and 87.8 shares, respectively	86.5	87.8
Retained earnings	2,319.3	2,372.4
Accumulated other comprehensive loss:		
Postretirement benefit plans	(55.9)	(133.3)
Cumulative translation adjustments	(223.5)	(252.0)
<b>Total ITT Inc. shareholders' equity</b>	<b>2,126.4</b>	<b>2,074.9</b>
Noncontrolling interests	1.5	2.9
<b>Total shareholders' equity</b>	<b>2,127.9</b>	<b>2,077.8</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 4,277.6</b>	<b>\$ 4,107.7</b>

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

## CONSOLIDATED STATEMENTS OF CASH FLOWS

(IN MILLIONS)  
YEARS ENDED DECEMBER 31

	2020	2019	2018
<b>Operating Activities</b>			
Income from continuing operations attributable to ITT Inc.	\$ 68.5	\$ 323.4	\$ 332.4
Adjustments to income from continuing operations			
Depreciation and amortization	112.2	113.4	109.4
Equity-based compensation	13.4	15.7	21.6
Asbestos-related costs (benefit), net	66.3	(20.2)	4.9
Pension settlement charges	137.0	—	1.7
Deferred income tax (benefit) expense	(43.9)	30.9	(14.7)
Asset impairment charges	16.3	1.0	—
(Gain) loss on sale or disposal of long-lived assets	(2.0)	1.0	(40.7)
Other non-cash charges, net	45.0	37.8	13.8
Asbestos-related payments, net	(9.8)	(21.6)	(40.8)
Contributions to postretirement plans	(18.0)	(22.9)	(11.2)
Changes in assets and liabilities:			
Change in receivables	83.3	(40.6)	(2.7)
Change in inventories	36.5	(0.6)	(13.3)
Change in contract assets	(1.0)	2.7	19.1
Change in contract liabilities	(1.9)	(5.1)	0.1
Change in accounts payable	(34.7)	(1.9)	(4.2)
Change in accrued expenses	4.2	(14.7)	5.7
Change in income taxes	(6.2)	(9.6)	14.4
Other, net	(29.3)	(31.0)	(23.7)
Net Cash – Operating activities	435.9	357.7	371.8
<b>Investing Activities</b>			
Capital expenditures	(63.7)	(91.4)	(95.5)
Proceeds from sale of long-lived assets	1.7	0.9	43.2
Acquisitions, net of cash acquired	(4.7)	(113.1)	—
Other, net	0.9	0.2	—
Net Cash – Investing activities	(65.8)	(203.4)	(52.3)
<b>Financing Activities</b>			
Commercial paper, net borrowings (repayments)	13.1	(27.2)	(44.5)
Short-term revolving loans, borrowings	495.8	—	246.5
Short-term revolving loans, repayments	(524.7)	—	(233.8)
Long-term debt, issued	1.5	8.1	3.2
Long-term debt, repayments	(2.5)	(3.2)	(2.7)
Repurchase of common stock	(84.2)	(41.4)	(56.1)
Dividends paid	(59.0)	(52.1)	(47.3)
Proceeds from issuance of common stock	4.3	14.9	5.8
Other, net	(2.9)	(0.6)	0.1
Net Cash – Financing activities	(158.6)	(101.5)	(128.8)
Exchange rate effects on cash and cash equivalents	35.2	(3.0)	(15.3)
Net cash from discontinued operations – operating activities	1.0	0.9	(4.2)
Net change in cash and cash equivalents	247.7	50.7	171.2
Cash and cash equivalents – beginning of year (includes restricted cash of \$0.8, \$1.0, and \$1.2, respectively)	612.9	562.2	391.0
Cash and Cash Equivalents – end of Period (includes restricted cash of \$0.8, \$0.8, and \$1.0, respectively)	\$ 860.6	\$ 612.9	\$ 562.2
<b>Supplemental Cash Flow Disclosures</b>			
Cash paid (received) during the year for:			
Interest	\$ 3.3	\$ 2.5	\$ 3.3
Income taxes, net of refunds received	61.1	63.4	53.5

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above statements of cash flows.

## CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

(IN MILLIONS, EXCEPT SHARE AMOUNTS)	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Shareholders' Equity
	(Shares)	(Dollars)				
<b>December 31, 2017</b>	<b>88.2</b>	<b>\$ 88.2</b>	<b>\$ 1,856.1</b>	<b>\$ (348.2)</b>	<b>\$ 1.7</b>	<b>\$ 1,597.8</b>
Activity from stock incentive plans	0.5	0.5	27.0	—	—	27.5
Share repurchases	(1.1)	(1.1)	(55.0)	—	—	(56.1)
Cumulative adjustment for accounting change	—	—	(4.1)	—	—	(4.1)
Net income	—	—	333.7	—	0.9	334.6
Dividends declared (\$0.536 per share)	—	—	(47.4)	—	—	(47.4)
Total other comprehensive loss, net of tax	—	—	—	(27.3)	—	(27.3)
Other	—	—	—	—	(0.1)	(0.1)
<b>December 31, 2018</b>	<b>87.6</b>	<b>87.6</b>	<b>2,110.3</b>	<b>(375.5)</b>	<b>2.5</b>	<b>1,824.9</b>
Activity from stock incentive plans	1.0	1.0	29.6	—	—	30.6
Share repurchases	(0.8)	(0.8)	(40.6)	—	—	(41.4)
Net income	—	—	325.1	—	1.1	326.2
Dividends declared (\$0.588 per share)	—	—	(52.0)	—	—	(52.0)
Dividend to noncontrolling interest	—	—	—	—	(0.7)	(0.7)
Total other comprehensive loss, net of tax	—	—	—	(9.8)	—	(9.8)
<b>December 31, 2019</b>	<b>87.8</b>	<b>87.8</b>	<b>2,372.4</b>	<b>(385.3)</b>	<b>2.9</b>	<b>2,077.8</b>
Activity from stock incentive plans	0.6	0.6	17.1	—	—	17.7
Share repurchases	(1.9)	(1.9)	(82.3)	—	—	(84.2)
Cumulative adjustment for accounting change (see Note 2)	—	—	(1.2)	—	—	(1.2)
Net income	—	—	72.5	—	1.4	73.9
Dividends declared (\$0.676 per share)	—	—	(58.9)	—	—	(58.9)
Dividend to noncontrolling interest	—	—	—	—	(0.9)	(0.9)
Purchase of noncontrolling interest	—	—	(0.3)	—	(1.9)	(2.2)
Total other comprehensive income, net of tax	—	—	—	105.9	—	105.9
<b>December 31, 2020</b>	<b>86.5</b>	<b>\$ 86.5</b>	<b>\$ 2,319.3</b>	<b>\$ (279.4)</b>	<b>\$ 1.5</b>	<b>\$ 2,127.9</b>

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above statements of changes in shareholders' equity.

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

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

***Description of Business***

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

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a pandemic, resulting in certain local government-mandated site closures. While most of our businesses were deemed essential, we have experienced certain local government-mandated site closures. The Company continues to face certain risks resulting from COVID-19 including disruption of our operations due to decreased customer demand, temporary plant closures, and elevated hygiene standards to keep our employees safe, along with increased risk of customer or supplier bankruptcy and potential challenges in accessing capital markets. There is also uncertainty around the severity of a resurgence of COVID-19 or new strains of the virus, as well as the speed of distribution of the COVID-19 vaccines. Therefore, while we expect this matter to negatively impact our business, results of operations, and financial position, the extent of certain future impacts cannot be reasonably estimated at this time.

***Basis of Presentation***

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

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

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

***Significant Accounting Policies***

***Principles of Consolidation***

Our consolidated financial statements include the accounts of all majority-owned subsidiaries. ITT consolidates companies in which it has a controlling financial interest or when ITT is considered the primary beneficiary of a variable interest entity. We account for investments in companies over which we have the ability to exercise significant influence, but do not hold a controlling interest under the equity method, and we record our proportionate share of income or losses in the Consolidated Statements of Operations. The results of companies acquired or disposed of during the fiscal year are included in the Consolidated Financial Statements from the effective date of acquisition or up to the date of disposal. All intercompany transactions have been eliminated.

## *Revenue Recognition*

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

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

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

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

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

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

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

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

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

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

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

## *Product Warranties*

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



### *Asbestos-Related Liabilities and Assets*

Our subsidiaries, including ITT LLC and Goulds Pumps LLC, have been named as a defendant in numerous product liability lawsuits alleging personal injury due to asbestos exposure. In the third quarter of 2020, in connection with our annual remeasurement, we extended the measurement period over which we estimate our asbestos liability to include pending claims and unasserted claims estimated to be filed through 2052, including legal fees, reflecting the full time period over which we expect asbestos-related claims to be filed against us. Previous estimates included pending claims and claims expected to be filed over the next 10 years. Our asbestos liability estimate is recognized on an undiscounted basis as the timing of future cash flows may vary. Assumptions utilized in estimating the liability for both pending and unasserted claims include: disease type, average settlement costs, percentage of claims settled or dismissed, the number of claims estimated to be compensated by the Company in the future, and the costs to defend such claims.

The Company has also recorded an asbestos-related asset composed of insurance receivables. The asbestos-related asset represents our best estimate of probable recoveries related to the recorded asbestos liability. In developing this estimate, the Company considers coverage-in-place and other settlement agreements with its insurers, a review of expected levels of future recoveries, the financial viability of the insurance companies, the method by which losses will be allocated to the various insurance policies and the years covered by those policies, and the interpretation of the various policy and contract terms and limits and their interrelationships. Consistent with the asbestos liability, the asbestos-related asset has not been discounted to present value. Under coverage-in-place agreements, an insurer's policies remain in force and the insurer undertakes to provide coverage for the Company's pending and future asbestos claims on specified terms and conditions. Insurance payments under coverage-in-place agreements are made to the Company as asbestos claims are settled or adjudicated. The Company's buyout agreements provide an agreed upon amount of available coverage for future asbestos claims under the subject policies to be paid to a Qualified Settlement Fund (QSF) on a specific schedule as agreed upon by the Company and its insurer. However, assets in the QSF are only available and distributed when qualifying asbestos expenditures are submitted for reimbursement as defined in the QSF agreement. Therefore, recovery of insurance reimbursements under these types of agreements is dependent on the timing of the payment of the liability and, consistent with the asbestos liability, have not been discounted to present value.

In the third quarter each year, we conduct an asbestos remeasurement with the assistance of outside consultants to review and update, as appropriate, the underlying assumptions used to estimate our asbestos liability and related assets, including a reassessment of the time horizon over which a reasonable estimate of unasserted claims can be projected. In addition, as part of our ongoing review of our net asbestos exposure, each quarter we assess the most recent data available for the key inputs and assumptions, comparing the data to the expectations on which the most recent annual liability and asset estimates were based to determine whether a more detailed evaluation of our asbestos exposure is required. Prior to the extension of the time period over which we estimate asbestos liabilities in the third quarter of 2020, each quarter we recorded a net asbestos cost to reflect the estimated value of pending claims and unasserted claims estimated to maintain a 10 year liability. See Note 20, [Commitments and Contingencies](#), for additional information.

### *Postretirement Benefit Plans*

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

The fair value of plan assets is estimated based on market prices or estimated fair value at the measurement date.

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

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

#### *Research & Development*

Research and development activities are charged to expense as incurred. R&D as a percentage of sales was 3.4% during both 2020 and 2019, and 3.6% during 2018.

#### *Income Taxes*

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

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

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

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

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

#### *Earnings Per Share*

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

#### *Cash and Cash Equivalents*

ITT considers all highly liquid investments purchased with an original maturity or remaining maturity at the time of purchase of three months or less to be cash equivalents. Cash equivalents primarily include fixed-maturity time deposits and money market investments. Restricted cash was \$0.8 as of December 31, 2020 and 2019. Restricted cash is presented within Other current assets and Other non-current assets.

### *Concentrations of Credit Risk*

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

Credit risk with respect to accounts receivable is generally diversified due to the large number of entities comprising ITT's customer base and their dispersion across many different industries and geographic regions. However, our largest customer represents approximately 12% and 13% of the December 31, 2020 and 2019 outstanding trade accounts receivable balance, respectively. ITT performs ongoing credit evaluations of the financial condition of its third-party distributors, resellers and other customers and requires collateral, such as letters of credit and bank guarantees, in certain circumstances.

### *Factoring of Trade Receivables*

Factoring arrangements, whereby substantially all economic risks and rewards associated with trade receivables are transferred to a third party, are accounted for by derecognizing the trade receivables upon receipt of cash proceeds from the factoring arrangement. Factoring arrangements, whereby some, but not substantially all, of the economic risks and rewards are transferred to a third party and the assets subject to the factoring arrangement remain under the Company's control are accounted for by not derecognizing the trade receivables and recognizing any related obligations to the third party.

### *Allowance for Credit Losses*

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

### *Inventories*

Inventories, which include the costs of material, labor and overhead, are stated at the lower of cost or net realizable value. Cost is generally computed using the standard cost method, which approximates actual cost on a first-in, first-out (FIFO) basis. Variances between standard and actual costs are charged to cost of sales or capitalized to inventory. Estimated losses from obsolete and slow-moving inventories are recorded to reduce inventory values to their estimated net realizable value and are charged to cost of sales. At the point of loss recognition, a new cost basis for that inventory is established and subsequent changes in facts and circumstances do not result in a recovery in carrying value. Inventories valued under the last-in, first-out (LIFO) method represent 12.5% and 14.5% of total 2020 and 2019 inventories, respectively. We have a LIFO reserve of \$12.0 and \$12.4 recorded as of December 31, 2020 and 2019, respectively.

### *Plant, Property and Equipment*

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

### *Leases*

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

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

#### *Capitalized Internal Use Software*

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

#### *Investments*

Investments in fixed-maturity time deposits having an original maturity exceeding three months at the time of purchase, referred to as short-term time deposits, are classified as held-to-maturity and are recorded at amortized cost, which approximates fair value. There were no short-term time deposits held as of December 31, 2020 and December 31, 2019.

Investments in corporate-owned life insurance (COLI) policies are recorded at their cash surrender values as of the balance sheet date. The Company's investments in COLI policies are included in other non-current assets in the consolidated balance sheets and were \$113.7 and \$109.1 at December 31, 2020 and 2019, respectively. Changes in the cash surrender value during the period generally reflect gains or losses in the fair value of assets, premium payments, and policy redemptions. Gains from COLI investments of \$4.3, \$4.8, and \$2.8 were recorded within general and administrative expenses in the Consolidated Statements of Operations during years ended December 31, 2020, 2019 and 2018, respectively.

#### *Long-Lived Asset Impairment*

Long-lived assets, including intangible assets with finite lives and capitalized internal use software, are tested for impairment whenever events or changes in circumstances indicate their carrying value may not be recoverable. We assess the recoverability of long-lived assets based on the undiscounted future cash flow the assets are expected to generate and recognize an impairment loss when estimated undiscounted future cash flows expected to result from the use of the asset plus net proceeds expected from disposition of the asset, if any, are less than the carrying value of the asset. When an impairment is identified, we reduce the carrying amount of the asset to its estimated fair value based on a discounted cash flow approach or, when available and appropriate, to comparable market values. During the first quarter of 2020, we recorded an impairment of \$4.0 for a business within the Industrial Process segment. See Note 11, [Plant, Property and Equipment, Net](#), for additional information.

#### *Goodwill and Intangible Assets*

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

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

asset is less than its carrying value. During the first quarter of 2020, we determined that certain intangible assets within the Industrial Process segment, including an indefinite-lived trademark, customer relationships and proprietary technology, would not be recoverable, resulting in an impairment of \$12.3. See Note 12, [Goodwill and Other Intangible Assets, Net](#), for additional information.

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

#### *Business Combinations*

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

#### *Commitments and Contingencies*

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

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

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

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

Environmental costs and related recoveries are recorded within general and administrative expenses in the Consolidated Statements of Operations.

#### *Foreign Currency*

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

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

For transactions denominated in other than the functional currency, revenue and expenses are remeasured at average exchange rates in effect during the reporting period in which the transactions occurred, except for expenses related to nonmonetary assets and liabilities. Transaction gains or losses from foreign currency remeasurement are reported in general and administrative expenses in the Consolidated Statements of Operations. During 2020, 2019, and 2018, we recognized transaction losses of \$7.6, \$2.7, and \$1.2, respectively.

### *Derivative Financial Instruments*

ITT may use derivative financial instruments, primarily foreign currency forward and option contracts, to mitigate exposure from foreign currency exchange rate fluctuations as it pertains to receipts from customers, payments to suppliers and intercompany transactions. We record derivatives at their fair value as either an asset or liability. For derivatives not designated as hedges, adjustments to reflect changes in the fair value of our derivatives are included in earnings. For cash flow hedges that qualify and are designated for hedge accounting, the effective portion of the change in fair value of the derivative is recorded in accumulated other comprehensive loss and subsequently recognized in earnings when the hedged transaction affects earnings. Any ineffective portion is recognized immediately in earnings. As of December 31, 2020 and 2019, no derivatives were designated as hedges. The differentials paid or received on interest rate swap agreements are recognized as adjustments to interest expense. Derivative contracts involve the risk of non-performance by the counterparty. The fair value of our foreign currency contracts are determined using the net position of the contracts and the applicable spot rates and forward rates as of the reporting date.

### *Related Parties*

Related party transactions include those between: a parent and its subsidiaries; subsidiaries of a common parent; an entity and trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of the entity's management; an entity and its principal owners, management, or members of their immediate families; and affiliates. In January 2021, the Company entered into a three-month consulting agreement for \$0.2 with Thomas Scalera, ITT's former Executive Vice President and Chief Financial Officer. The consulting agreement includes, but is not limited to, financial, accounting, and investor relations advisory services.

## **NOTE 2 RECENT ACCOUNTING PRONOUNCEMENTS**

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

### ***Recently Adopted Accounting Pronouncements***

#### *Measurement of Credit Losses on Financial Instruments (ASU 2016-13)*

In June 2016, the FASB issued updated guidance that requires entities to use a current expected credit loss model to measure credit-related impairments for financial instruments held at amortized cost, including trade receivables. The current expected credit loss model is based on relevant information about past events, including historical experience, conditions at the date of measurement, and reasonable and supportable forecasts that affect collectability. Current expected credit losses, and subsequent adjustments, represent an estimate of lifetime expected credit losses that are recorded as an allowance deducted from the amortized cost of the financial instrument. The updated guidance was effective for the Company beginning on January 1, 2020 and was adopted using a modified retrospective transition approach, resulting in an increase in our allowance for credit losses related to receivables and contract assets. Refer to Note 8, [Receivables, Net](#) for additional information. The cumulative effect of the changes made to our consolidated January 1, 2020 balance sheet related to the adoption of ASU 2016-13 is as follows:

	December 31, 2019	Cumulative Effect of Adoption	January 1, 2020
Receivables, net	\$ 578.4	\$ (1.6)	\$ 576.8
Other current assets	153.4	(0.1)	153.3
Deferred income taxes	138.1	0.5	138.6
Retained earnings	2,372.4	(1.2)	2,371.2

### NOTE 3 SEGMENT INFORMATION

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

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

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

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

Corporate and Other consists of corporate office expenses including compensation, benefits, occupancy, depreciation, and other administrative costs, as well as charges related to certain matters, such as asbestos and environmental liabilities, that are managed at a corporate level and are not included in segment results when evaluating performance or allocating resources. Assets of the segments exclude general corporate assets, which principally consist of cash, investments, asbestos-related receivables, deferred taxes, and certain property, plant and equipment.

	Revenue			Operating Income			Operating Margin		
	2020	2019	2018	2020	2019	2018	2020	2019	2018
Motion Technologies	\$ 1,121.1	\$ 1,241.8	\$ 1,274.1	\$ 184.0	\$ 216.1	\$ 223.4	16.4 %	17.4 %	17.5 %
Industrial Process	843.0	943.8	827.1	77.6	104.7	91.4	9.2 %	11.1 %	11.1 %
Connect & Control Technologies	516.5	663.9	646.6	57.0	111.5	96.5	11.0 %	16.8 %	14.9 %
Total segment results	2,480.6	2,849.5	2,747.8	318.6	432.3	411.3	12.9 %	15.2 %	15.0 %
Asbestos-related (costs) benefit, net	—	—	—	(66.3)	20.2	(4.9)	—	—	—
Gain (loss) on sale or disposal of long-lived corporate assets	—	—	—	0.7	(0.2)	38.5	—	—	—
Eliminations / Other corporate costs	(2.8)	(3.1)	(2.7)	(26.5)	(40.9)	(47.6)	—	—	—
Total Eliminations / Corporate and Other costs	(2.8)	(3.1)	(2.7)	(92.1)	(20.9)	(14.0)	—	—	—
Total	\$ 2,477.8	\$ 2,846.4	\$ 2,745.1	\$ 226.5	\$ 411.4	\$ 397.3	9.1 %	14.5 %	14.5 %

	Assets		Capital Expenditures			Depreciation and Amortization		
	2020	2019	2020	2019	2018	2020	2019	2018
Motion Technologies	\$ 1,202.3	\$ 1,178.2	\$ 43.8	\$ 57.7	\$ 75.0	\$ 60.0	\$ 58.6	\$ 57.2
Industrial Process	1,069.6	1,137.8	8.3	11.2	7.8	23.7	26.3	26.9
Connect & Control Technologies	720.5	755.6	10.6	19.4	10.8	23.1	21.8	21.2
Corporate and Other	1,285.2	1,036.1	1.0	3.1	1.9	5.4	6.7	4.1
Total	\$ 4,277.6	\$ 4,107.7	\$ 63.7	\$ 91.4	\$ 95.5	\$ 112.2	\$ 113.4	\$ 109.4

The following table displays consolidated revenue by geographic region for the years ended December 31, 2020, 2019, and 2018. Revenue is attributed to individual regions based upon the destination of the product or service delivery.

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

For the Year Ended December 31, 2019

North America <sup>(a)</sup>	\$ 204.4	\$ 558.7	\$ 431.9	\$ (2.9)	\$ 1,192.1
Europe <sup>(b)</sup>	780.5	89.7	125.9	—	996.1
Asia	241.7	101.9	83.8	(0.2)	427.2
Middle East and Africa	2.3	114.1	16.3	—	132.7
South America	12.9	79.4	6.0	—	98.3
<b>Total</b>	<b>\$ 1,241.8</b>	<b>\$ 943.8</b>	<b>\$ 663.9</b>	<b>\$ (3.1)</b>	<b>\$ 2,846.4</b>

For the Year Ended December 31, 2018

North America <sup>(a)</sup>	\$ 185.3	\$ 483.6	\$ 404.3	\$ (2.4)	\$ 1,070.8
Europe <sup>(b)</sup>	807.6	60.3	132.9	(0.1)	1,000.7
Asia	265.5	81.6	84.5	(0.2)	431.4
Middle East and Africa	1.3	128.1	17.2	—	146.6
South America	14.4	73.5	7.7	—	95.6
<b>Total</b>	<b>\$ 1,274.1</b>	<b>\$ 827.1</b>	<b>\$ 646.6</b>	<b>\$ (2.7)</b>	<b>\$ 2,745.1</b>

(a) Includes revenue of \$811.0, \$989.4, and \$887.0, from the United States for 2020, 2019, and 2018, respectively.

(b) Includes revenue of \$334.9, \$391.2, and \$412.5, from Germany for 2020, 2019, and 2018, respectively.

The following table displays Plant, Property and Equipment, net by geographic region as of December 31, 2020, and 2019.

	2020	2019
North America <sup>(a)</sup>	\$ 174.1	\$ 192.2
Europe <sup>(b)</sup>	263.8	250.0
Asia	83.7	84.6
Middle East and Africa	0.2	0.4
South America	3.3	4.3
<b>Total</b>	<b>\$ 525.1</b>	<b>\$ 531.5</b>

(a) Includes \$141.8 and \$158.7, in the United States as of December 31, 2020 and 2019, respectively.

(b) Includes \$108.2 and \$95.7, in Italy as of December 31, 2020 and 2019, respectively.



## NOTE 4 REVENUE

The following table represents our revenue disaggregated by end market for the years ended December 31, 2020, 2019, and 2018:

For the Year Ended December 31, 2020	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
Auto and rail	\$ 1,104.6	\$ —	\$ —	\$ (0.2)	\$ 1,104.4
Chemical and industrial pumps	—	660.5	—	—	660.5
Aerospace and defense	6.7	—	284.7	—	291.4
Oil and gas	—	182.5	31.3	—	213.8
General industrial	9.8	—	200.5	(2.6)	207.7
<b>Total</b>	<b>\$ 1,121.1</b>	<b>\$ 843.0</b>	<b>\$ 516.5</b>	<b>\$ (2.8)</b>	<b>\$ 2,477.8</b>
For the Year Ended December 31, 2019					
Auto and rail	\$ 1,222.6	\$ —	\$ —	\$ (0.2)	\$ 1,222.4
Chemical and industrial pumps	—	701.7	—	—	701.7
Aerospace and defense	9.1	—	409.2	—	418.3
Oil and gas	—	242.1	39.4	—	281.5
General industrial	10.1	—	215.3	(2.9)	222.5
<b>Total</b>	<b>\$ 1,241.8</b>	<b>\$ 943.8</b>	<b>\$ 663.9</b>	<b>\$ (3.1)</b>	<b>\$ 2,846.4</b>
For the Year Ended December 31, 2018					
Auto and rail	\$ 1,253.0	\$ —	\$ —	\$ (0.2)	\$ 1,252.8
Chemical and industrial pumps	—	598.7	—	—	598.7
Aerospace and defense	8.5	—	369.5	—	378.0
Oil and gas	—	228.4	39.6	—	268.0
General industrial	12.6	—	237.5	(2.5)	247.6
<b>Total</b>	<b>\$ 1,274.1</b>	<b>\$ 827.1</b>	<b>\$ 646.6</b>	<b>\$ (2.7)</b>	<b>\$ 2,745.1</b>

During 2020, 2019, and 2018, a single external customer, Continental, accounted for 9.1%, 9.8%, and 10.7% of consolidated ITT revenue, respectively. A significant portion of the OEM revenue, typically about half, is derived at the automakers' direction to use an ITT brake pad in Continental's braking systems (calipers), generally through supply agreements signed directly with automakers. The remaining Continental revenue is generated from a long-term aftermarket agreement. The revenue from this customer is reported within the Motion Technologies segment.

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

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

#### *Contract Assets and Liabilities*

Contract assets consist of unbilled amounts where revenue recognized exceeds customer billings. Contract liabilities consist of advance payments and billings in excess of revenue recognized. The following table represents our net contract assets and liabilities as of December 31, 2020 and 2019.

	2020	2019	Change
Current contract assets	\$ 19.1	\$ 18.0	6.1 %
Current contract liabilities	(56.2)	(57.4)	(2.1)%
Noncurrent contract liabilities	(0.1)	—	— %
Net contract liabilities	\$ (37.2)	\$ (39.4)	(5.6)%

Our net contract liability decreased \$2.2, or 5.6%, during 2020. During 2020, we recognized revenue of \$51.1, related to contract liabilities at December 31, 2019.

The aggregate amount of the transaction price allocated to unsatisfied or partially satisfied performance obligations was \$777.2 as of December 31, 2020. Of this amount, we expect to recognize approximately \$650 to \$670 of revenue during 2021 and the remainder thereafter.

As of December 31, 2020 and 2019, deferred contract costs, net were \$6.5 and \$8.1, respectively, primarily related to pre-contract costs. During 2020 and 2019, we amortized \$1.6 and \$1.3, respectively.

## **NOTE 5 RESTRUCTURING ACTIONS**

We have initiated various restructuring actions throughout our businesses during the past three years, including the 2020 Global Restructuring Plan described below. There were no other restructuring actions considered individually significant. The following table summarizes the total restructuring costs presented separately in our Consolidated Condensed Statements of Operations for the year ended December 31, 2020, 2019, and 2018.

	2020	2019	2018
<b>By component:</b>			
Severance costs and other employee-related	\$ 41.5	\$ 12.4	\$ 4.5
Other	1.5	0.4	0.7
Total restructuring costs	\$ 43.0	\$ 12.8	\$ 5.2
<b>By segment:</b>			
Motion Technologies	\$ 12.7	\$ 4.9	\$ 2.3
Industrial Process	19.5	5.7	0.1
Connect & Control Technologies	8.5	2.0	2.1
Corporate and Other	2.3	0.2	0.7

The following table displays a rollforward of the restructuring accruals, presented on our Consolidated Balance Sheet within accrued liabilities, for the years ended December 31, 2020 and 2019.

	2020	2019
Restructuring accruals - beginning balance	\$ 7.5	\$ 6.7
Restructuring costs	44.1	13.4
Reversal of prior accruals	(1.1)	(0.6)
Cash payments	(33.0)	(11.7)
Foreign exchange translation and other	1.6	(0.3)
Restructuring accrual - ending balance	\$ 19.1	\$ 7.5
By accrual type:		
Severance and other employee-related	\$ 18.6	\$ 7.2
Other	0.5	0.3

#### 2020 Global Restructuring Plan

During 2020, the Company initiated an organizational-wide restructuring plan to reduce the overall cost structure of the Company primarily in response to an anticipated reduction in demand from the COVID-19 pandemic. As a result, the Company incurred restructuring costs of \$43.8 during 2020, principally related to involuntary severance costs, and expects to incur additional restructuring charges of \$7.3 during 2021. The table below summarizes the total restructuring costs incurred to through December 31, 2020 and total expected restructuring costs by segment related to the 2020 Global Restructuring Plan.

	Incurred to Date	Expected Costs
Motion Technologies	\$ 12.7	\$ 12.7
Industrial Process	19.9	22.6
Connect & Control Technologies	8.8	13.4
Corporate and Other	2.4	2.4
Total	\$ 43.8	\$ 51.1

The following table displays a rollforward of the restructuring accruals related to the 2020 Global Restructuring Plan:

Beginning balance - January 1	\$ —
Restructuring costs	43.8
Cash payments	(27.9)
Foreign exchange translation and other	1.2
Ending balance - December 31	\$ 17.1

## NOTE 6 INCOME TAXES

For each of the years ended December 31, 2020, 2019, and 2018 the tax data related to continuing operations is as follows:

	2020	2019	2018
<b>Income components:</b>			
United States	\$ (124.3)	\$ 143.9	\$ 114.4
International	209.5	270.5	276.6
Income from continuing operations before income tax	85.2	414.4	391.0
<b>Income tax expense components:</b>			
<b>Current income tax expense:</b>			
United States – federal	9.9	9.4	6.3
United States – state and local	(1.5)	0.5	7.9
International	50.8	49.1	58.2
Total current income tax expense	59.2	59.0	72.4
<b>Deferred income tax (benefit) expense components:</b>			
United States – federal	(36.6)	10.1	7.4
United States – state and local	(4.8)	1.5	(0.2)
International	(2.5)	19.3	(21.9)
Total deferred income tax (benefit) expense	(43.9)	30.9	(14.7)
Income tax expense	\$ 15.3	\$ 89.9	\$ 57.7
Effective income tax rate	18.0 %	21.7 %	14.8 %

A reconciliation of the income tax expense for continuing operations from the U.S. statutory income tax rate to the effective income tax rate is as follows for each of the years ended December 31, 2020, 2019, and 2018:

	2020	2019	2018
Tax provision at U.S. statutory rate	21.0 %	21.0 %	21.0 %
Tax on undistributed foreign earnings	7.4 %	1.8 %	(1.2) %
Pension settlement AOCI expense	5.9 %	— %	— %
Italy patent box	(5.6) %	(1.2) %	(1.0) %
Audit settlements and unrecognized tax benefits	(5.4) %	0.1 %	(0.3) %
Excess tax benefits on stock-based compensation	(3.6) %	(1.1) %	(0.6) %
State and local income tax	(2.4) %	0.7 %	1.5 %
Foreign tax rate differential	1.6 %	2.8 %	3.7 %
Valuation allowance on deferred tax assets	1.5 %	(0.5) %	(2.4) %
U.S. tax on foreign earnings	(0.2) %	— %	0.5 %
U.S. permanent items	(0.1) %	(1.0) %	0.4 %
Tax exempt interest	— %	— %	(5.8) %
One-time tax on foreign earnings - Tax Act	— %	— %	(1.0) %
Federal deferred taxes remeasurement - Tax Act	— %	— %	0.4 %
Other adjustments	(2.1) %	(0.9) %	(0.4) %
Effective income tax rate	18.0 %	21.7 %	14.8 %

The decrease in the effective tax rate in 2020 compared to 2019 was due to a benefit of \$25.9 resulting from a recently completed internal reorganization in Europe. The reorganization increased projections of future earnings, which will result in the realization of a portion of our deferred tax assets. This benefit was partially offset by the recognition of a \$21.7 valuation allowance on our Germany and UK entities. The effective tax rate in 2019 compared to 2018 was higher primarily due to tax benefits of \$22.9 in 2018 from valuation allowance reversals on deferred tax assets. At the end of 2018, ITT capitalized its investment in a foreign subsidiary, which eliminated its tax exempt interest.

The Company's financial condition and results of operations have been and may continue to be adversely affected by the COVID-19 pandemic and the governmental and market reactions to COVID-19. The impacts on earnings have already had, and may continue to have, an impact on the Company's overall effective tax rate.

The Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) was enacted March 27, 2020. The CARES Act provides numerous tax provisions and other stimulus measures, including temporary changes regarding the prior and future utilization of net operating losses, temporary suspension of certain payment requirements for the employer portion of Social Security taxes, and the creation of certain refundable employee retention credits. During the twelve months ended December 31, 2020, the Company recognized a benefit of \$10.7 from the CARES Act. The benefit was recorded in operating income and was applied against the employer portion of payroll taxes. Certain non-U.S. jurisdictions have enacted similar stimulus measures focused on payroll incentives and tariff reductions. We continue to monitor any effects that may result from the CARES Act or other similar legislation globally. On December 21, 2020, the U.S. Congress enacted the Consolidated Appropriations Act of 2021, also known as "CARES Act 2." The Company is currently evaluating the impact of this new legislation on its consolidated financial statements.

The Company provides for deferred taxes on the undistributed earnings and profits of all foreign subsidiaries, determined under U.S. tax law. At December 31, 2020, the amount of undistributed earnings and profits of all foreign subsidiaries was \$913.7. The Company anticipates that these foreign earnings and future earnings of its foreign subsidiaries that are not indefinitely reinvested will be sufficient to meet its U.S. cash needs. The Company is indefinitely reinvested in any excess of financial reporting over tax basis in its foreign subsidiaries that exceeds undistributed earnings and profits. At December 31, 2020, the indefinitely reinvested excess of financial reporting over tax basis was \$240.9.

Deferred tax assets and liabilities include the following:

	2020	2019
<b>Deferred Tax Assets:</b>		
Loss carryforwards	\$ 128.6	\$ 139.8
Asbestos	116.7	101.5
Employee benefits	64.7	59.4
Accruals	59.3	46.0
Credit carryforwards	3.4	2.5
Other	27.0	20.5
Gross deferred tax assets	399.7	369.7
Less: Valuation allowance	123.0	129.8
Net deferred tax assets	\$ 276.7	\$ 239.9
<b>Deferred Tax Liabilities:</b>		
Intangibles	\$ (40.9)	\$ (43.0)
Undistributed earnings	(49.2)	(33.8)
Accelerated depreciation	(30.3)	(26.9)
Investment	0.5	(0.2)
Total deferred tax liabilities	\$ (119.9)	\$ (103.9)
Net deferred tax assets	\$ 156.8	\$ 136.0

Deferred taxes are presented in the Consolidated Balance Sheets as follows:

	2020	2019
Non-current assets	\$ 158.3	\$ 138.1
Other non-current liabilities	(1.5)	(2.1)
Net deferred tax assets	\$ 156.8	\$ 136.0

The table included below provides a rollforward of our valuation allowance on net deferred income tax assets from December 31, 2017 to December 31, 2020.

	State	Foreign	Total
DTA valuation allowance - December 31, 2017	\$ 72.4	\$ 97.6	\$ 170.0
Change in assessment	—	(22.9)	(22.9)
Current year operations	(15.1)	9.0	(6.1)
DTA valuation allowance - December 31, 2018	\$ 57.3	\$ 83.7	\$ 141.0
Change in assessment	—	5.6	5.6
Current year operations	(8.8)	(8.0)	(16.8)
DTA valuation allowance - December 31, 2019	\$ 48.5	\$ 81.3	\$ 129.8
Change in assessment	—	(6.2)	(6.2)
Current year operations	(8.1)	7.5	(0.6)
DTA valuation allowance - December 31, 2020	\$ 40.4	\$ 82.6	\$ 123.0

The Company continues to maintain a valuation allowance against certain deferred tax assets attributable to state net operating losses and tax credits, and certain foreign net deferred tax assets primarily in Luxembourg, China, and Germany which are not expected to be realized. Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit the use of deferred tax assets. The cumulative loss incurred over the three-year period ending December 31, 2020 constitutes significant objective negative evidence, resulting in the recognition of a valuation allowance against the net deferred tax assets for these jurisdictions. Such objective negative evidence limits our ability to consider subjective positive evidence, such as our projections of future taxable income. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income change or if objective negative evidence in the form of cumulative losses is no longer present and additional weight can be given to subjective evidence.

We have the following tax attributes available for utilization at December 31, 2020:

Attribute	Amount	First Year of Expiration
U.S. federal net operating losses	\$ 2.9	12/31/2037
U.S. state net operating losses	915.7	12/31/2021
U.S. federal tax credits	2.0	12/31/2029
U.S. state tax credits	1.4	12/31/2027
Foreign net operating losses <sup>(a)</sup>	332.1	12/31/2021

(a) Includes approximately \$224.9 of net operating loss carryforwards in Luxembourg as of December 31, 2020.

Excess tax benefits related to stock-based compensation of \$3.0, \$4.6 and \$2.2 for 2020, 2019 and 2018, respectively, were recorded as an income tax benefit in the statement of operations and have been reflected in the caption "U.S. permanent items" within the effective tax rate reconciliation table.

### Uncertain Tax Positions

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

A reconciliation of the beginning and ending amount of unrecognized tax benefits for each of the years ended December 31, 2020, 2019, and 2018 is as follows:

	2020	2019	2018
Unrecognized tax benefits – January 1	\$ 46.2	\$ 45.8	\$ 51.9
Additions for:			
Current year tax positions	0.9	1.5	1.5
Prior year tax positions	0.3	0.3	—
Reductions for:			
Prior year tax positions	—	(0.1)	(0.2)
Expiration of statute of limitations	(4.7)	(1.2)	(1.9)
Settlements	(1.2)	(0.1)	(5.5)
Unrecognized tax benefits – December 31	\$ 41.5	\$ 46.2	\$ 45.8

As of December 31, 2020, \$16.7 and \$0.5 of the unrecognized tax benefits would affect the effective tax rate for continuing operations and discontinued operations respectively, if realized. The Company operates in various tax jurisdictions and is subject to examination by tax authorities in these jurisdictions. The Company is currently under examination in several jurisdictions including the Czech Republic, Germany, Hong Kong, India, Italy, Japan, the U.S. and Venezuela.

The calculation of our tax liability for unrecognized tax benefits includes dealing with uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit. Over the next 12 months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions could change by approximately \$15 due to changes in audit status, expiration of statutes of limitations and other events. The settlement of any future examinations could result in changes in the amounts attributable to the Company under its existing Tax Matters Agreement with Exelis and Xylem.

The following table summarizes the earliest open tax years by major jurisdiction as of December 31, 2020:

Jurisdiction	Earliest Open Year
China	2015
Czech Republic	2014
Germany	2014
Hong Kong	2007
India	2010
Italy	2014
Korea	2014
Luxembourg	2015
Mexico	2014
United States	2017

We classify interest relating to tax matters as a component of interest expense and tax penalties as a component of income tax expense in our Consolidated Statements of Operations. During 2020, 2019, and 2018 we recognized a net interest benefit of \$2.0, \$0.3, and \$0.9, respectively, related to tax matters. We had \$0.9, \$2.9, and \$3.2 of interest expense accrued from continuing and discontinued operations related to tax matters as of December 31, 2020, 2019, and 2018, respectively.

### Tax Matters Agreement

In relation to ITT's 2011 spin-off of its Defense and Information Solutions business, Exelis Inc. (Exelis), and its water-related business, Xylem Inc. (Xylem), ITT entered into a Tax Matters Agreement with Exelis and Xylem that governs the respective rights, responsibilities and obligations of the companies after the 2011 spin-off with respect to tax liabilities and benefits, tax attributes, tax contests and other tax sharing regarding U.S. Federal, state, local

and foreign income taxes, other tax matters and related tax returns. On May 29, 2015, Harris Corporation acquired Exelis and on June 29, 2019, Harris Corporation and L3 Technologies completed a merger.

As of December 31, 2020, examinations remained open for income taxes from certain foreign jurisdictions. The settlement of future examinations and additional audit service fees may result in changes in amounts attributable to us through the Tax Matters Agreement entered into with Exelis and Xylem. Currently we cannot reasonably estimate the amount of such changes. ITT anticipates concluding all Tax Matters Agreement items in 2021.

## NOTE 7 EARNINGS PER SHARE DATA

The following table provides a reconciliation of the data used in the calculation of basic and diluted common shares outstanding for the three years ended December 31, 2020, 2019 and 2018.

	2020	2019	2018
Basic weighted average common shares outstanding	86.7	87.7	87.7
Add: Dilutive impact of outstanding equity awards	0.6	0.9	1.0
Diluted weighted average common shares outstanding	87.3	88.6	88.7

There were no anti-dilutive shares as of December 31, 2020, 2019, and 2018 to exclude from the computation of diluted earnings per share.

## NOTE 8 RECEIVABLES, NET

	2020	2019
Trade accounts receivable	\$ 492.5	\$ 562.3
Notes receivable	11.0	6.2
Other	19.1	21.2
Receivables, gross	522.6	589.7
Less: allowance for credit losses - receivables	(15.1)	(11.3)
Receivables, net	\$ 507.5	\$ 578.4

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

	2020	2019
Allowance for credit losses - receivables	\$ 15.1	\$ 11.3
Allowance for credit losses - contract assets	0.5	1.5
Total allowance for credit losses	\$ 15.6	\$ 12.8

Our allowance for credit losses for the year ended December 31, 2020 includes our estimate of the impact of the COVID-19 pandemic and declines in the oil and gas market and we expect it will be adjusted in subsequent periods as circumstances develop and we gain better insight into the future impacts of the pandemic. We believe these events may impact our ability to collect from certain customers depending on the end market we serve and customer profile. The follow table displays a rollforward of the total allowance for credit losses for the years ended December 31, 2020, 2019, and 2018.

	2020	2019	2018
Total allowance for credit losses – January 1	\$ 12.8	\$ 18.3	\$ 16.1
Impact of adoption of ASU 2016-13 (See Note 2)	1.7	—	—
Charges to income	6.2	3.5	3.6
Write-offs	(5.5)	(9.2)	(0.8)
Foreign currency and other	0.4	0.2	(0.6)
Total allowance for credit losses – December 31	\$ 15.6	\$ 12.8	\$ 18.3



**NOTE 9  
INVENTORIES, NET**

	2020	2019
Finished goods	\$ 63.1	\$ 80.7
Work in process	77.5	83.9
Raw materials	219.9	228.3
Inventories, net	\$ 360.5	\$ 392.9

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

	2020	2019
Asbestos-related assets <sup>(a)</sup>	\$ 91.0	\$ 67.2
Advance payments and other prepaid expenses	39.6	45.4
Contract assets	19.1	18.0
Prepaid income taxes	29.0	20.6
Other	10.8	2.2
Other current assets	\$ 189.5	\$ 153.4
Other employee benefit-related assets	\$ 113.9	\$ 133.6
Operating lease right-of-use assets	87.3	91.7
Capitalized software costs	23.9	30.1
Environmental-related assets	10.6	22.2
Equity method investments	11.7	9.8
Other	24.6	29.1
Other non-current assets	\$ 272.0	\$ 316.5

(a) The increase in asbestos-related assets as of December 31, 2020 primarily relates to a 2020 settlement agreement with an insurer accelerating payments previously included in a buyout agreement. Refer to Note 20, [Commitments and Contingencies](#), for further information.

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

	Useful life (in years)	2020	2019
Machinery and equipment	2 - 10	\$ 1,205.7	\$ 1,128.9
Buildings and improvements	5 - 40	273.9	279.3
Furniture, fixtures and office equipment	3 - 7	82.0	79.8
Construction work in progress		44.7	48.8
Land and improvements		34.6	33.3
Other		5.0	10.5
Plant, property and equipment, gross		1,645.9	1,580.6
Less: accumulated depreciation		(1,120.8)	(1,049.1)
Plant, property and equipment, net		\$ 525.1	\$ 531.5

Depreciation expense of \$83.2, \$84.1 and \$82.8 was recognized in 2020, 2019 and 2018, respectively.

During 2020, we recorded an impairment of \$4.0 for a business within IP due to challenging economic conditions in the upstream oil and gas market combined with impacts associated with the COVID-19 pandemic. Long-lived assets of the business, with a carrying value of \$14.0, primarily building and improvements, machinery and equipment, were reduced to their current estimated fair value of \$10.0. Our current estimate of fair value, categorized within Level 3 of the fair value hierarchy, was determined based on a market approach estimating the

net proceeds that would be received for the sale of the assets. Significant additional adverse changes to the economic environment and future cash flows of other businesses could cause us to record additional impairment charges in future periods, which may be material.

## NOTE 12 GOODWILL AND OTHER INTANGIBLE ASSETS, NET

### Goodwill

Changes in the carrying amount of goodwill for the years ended December 31, 2020 and 2019 by segment are as follows:

	Motion Technologies	Industrial Process	Connect & Control Technologies	Total
Goodwill - December 31, 2018	\$ 294.5	\$ 315.8	\$ 265.6	\$ 875.9
Goodwill acquired	—	40.1	14.3	54.4
Foreign currency	(0.9)	(1.8)	(0.4)	(3.1)
Goodwill - December 31, 2019	\$ 293.6	\$ 354.1	\$ 279.5	\$ 927.2
Adjustments to purchase price allocations	—	(2.5)	—	(2.5)
Foreign currency	4.5	13.8	1.8	20.1
Goodwill - December 31, 2020	\$ 298.1	\$ 365.4	\$ 281.3	\$ 944.8

Goodwill acquired in 2019 is related to our acquisitions of Rheinhütte Pumpen Group (Rheinhütte) and Matrix Composites, Inc. (Matrix). Goodwill acquired represents the preliminary calculation of the excess of the purchase price over the net assets acquired. Adjustments to purchase price allocations during 2020 is related to the completion of the Rheinhütte valuation. See Note 22, [Acquisitions](#), for further information.

### Other Intangible Assets

Information regarding our other intangible assets is as follows:

	December 31, 2020			December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Intangibles	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Customer relationships	\$ 163.3	\$ (101.7)	\$ 61.6	\$ 176.3	\$ (99.6)	\$ 76.7
Proprietary technology	46.7	(23.4)	23.3	58.4	(28.1)	30.3
Patents and other	16.2	(11.5)	4.7	21.8	(13.0)	8.8
Finite-lived intangible total	226.2	(136.6)	89.6	256.5	(140.7)	115.8
Indefinite-lived intangibles	16.8	—	16.8	22.2	—	22.2
Other Intangible Assets	\$ 243.0	\$ (136.6)	\$ 106.4	\$ 278.7	\$ (140.7)	\$ 138.0

As a result of the global COVID-19 pandemic combined with a decline in the upstream oil and gas market, during 2020, we determined that certain intangible assets within the IP segment including an indefinite-lived trademark, customer relationships and proprietary technology, would not be recoverable resulting in an impairment of \$12.3. Significant additional adverse changes to the economic environment and future cash flows of other businesses could cause us to record additional impairment charges in future periods, which may be material.

Customer relationships, proprietary technology and patents and other intangible assets are amortized over weighted average lives of approximately 12.6 years, 12.9 years and 6.0 years, respectively. Indefinite-lived intangibles primarily consist of brands and trademarks.

Amortization expense related to intangible assets for 2020, 2019 and 2018 was \$20.4, \$20.8 and \$17.6, respectively. Estimated amortization expense for each of the five succeeding years is as follows:

2021	19.0
2022	16.2
2023	14.5
2024	9.0
2025	7.9
Thereafter	23.0

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

	2020	2019
Compensation and other employee-related benefits	\$ 137.3	\$ 145.4
Asbestos-related liability	91.4	86.0
Contract liabilities and other customer-related liabilities	73.7	74.6
Accrued income taxes and other tax-related liabilities	36.9	27.0
Accrued warranty costs	23.1	18.5
Operating lease liabilities	19.8	19.9
Environmental and other legal matters	19.1	17.9
Accrued restructuring costs	19.1	7.5
Other	37.0	34.0
Accrued and other current liabilities	\$ 457.4	\$ 430.8
Operating lease liabilities	\$ 72.4	\$ 76.0
Environmental liabilities	50.1	55.8
Compensation and other employee-related benefits	29.4	32.4
Non-current maturities of long-term debt	13.0	12.9
Deferred income taxes and other tax-related liabilities	11.9	24.0
Other	33.8	33.6
Other non-current liabilities	\$ 210.6	\$ 234.7

## NOTE 14 LEASES

The Company's lease portfolio primarily relates to real estate, which may be used for manufacturing or non-manufacturing purposes, and contains lease terms generally ranging between one and 18 years. Our lease portfolio also includes vehicles and equipment. Substantially all of our leases are classified as operating leases. Short-term lease costs, variable lease costs, and sublease income are not considered material. Operating lease costs were \$25.0, \$25.1, and \$25.1 for the year ended December 31, 2020, 2019 and 2018, respectively.

Future operating lease payments under non-cancellable operating leases with an initial term in excess of 12 months as of December 31, 2020 are shown below.

2021	\$	21.7
2022		19.3
2023		14.7
2024		10.6
2025		8.5
Thereafter		26.3
<b>Total future lease payments</b>		<b>101.1</b>
Less: amount of lease payments representing interest		8.9
<b>Present value of future lease payments</b>	<b>\$</b>	<b>92.2</b>
Short-term lease liability	\$	19.8
Long-term lease liability		72.4
<b>Present value of future lease payments</b>	<b>\$</b>	<b>92.2</b>

Our lease portfolio has a weighted average remaining lease term of 6.4 years, and the weighted average discount rate is 2.6%. During the year ended December 31, 2020, we recognized non-cash right-of-use assets of \$28.0 for new leases entered into during the period, including our new corporate headquarters in Stamford, CT. Additionally, in the fourth quarter of 2020 we terminated a lease in Basingstoke, United Kingdom, resulting in a reduction in our right-of-use asset and liability of \$13.2. Operating cash outflows from operating leases during the year ended December 31, 2020 were \$22.6.

## NOTE 15 DEBT

	2020	2019
Commercial paper	\$ 104.3	\$ 84.2
Current maturities of long-term debt	2.5	2.3
<b>Commercial paper and current maturities of long-term debt</b>	<b>106.8</b>	<b>86.5</b>
Non-current maturities of long-term debt	13.0	12.9
<b>Total debt</b>	<b>\$ 119.8</b>	<b>\$ 99.4</b>

### *Commercial Paper*

Commercial paper outstanding as of December 31, 2020 and 2019 was issued entirely through the Company's euro program and had an associated weighted average interest rate of (0.06)% and 0.05%, respectively. The outstanding commercial paper for both periods had maturity terms less than three months from the date of issuance.

### *Short-term Loans*

On November 25, 2014, we entered into a competitive advance and revolving credit facility agreement (the Revolving Credit Agreement) with a consortium of third party lenders including JP Morgan Chase Bank, N.A., as administrative agent, and Citibank, N.A., as syndication agent. On November 5, 2019, we amended the Revolving Credit Agreement to extend the maturity date from November 25, 2021 to November 25, 2022. The interest rate and fees associated with drawn amounts are unchanged. The Revolving Credit Agreement provides for an aggregate principal amount of up to \$500 of (i) revolving extensions of credit (the revolving loans) outstanding at any time, (ii) competitive advance borrowing option which will be provided on an uncommitted competitive advance basis

through an auction mechanism (the competitive advances), and (iii) letters of credit in a face amount up to \$100 at any time outstanding. Subject to certain conditions, we are permitted to terminate permanently the total commitments and reduce commitments in minimum amounts of \$10. We are also permitted, subject to certain conditions, to request that lenders increase the commitments under the facility by up to \$200 for a maximum aggregate principal amount of \$700. Borrowings under the credit facility are available in U.S. dollars, Euros or British pound sterling.

At our election, the interest rate per annum applicable to the competitive advances will be obtained from bids in accordance with competitive auction procedures. At our election, interest rate per annum applicable to the revolving loans will be based on either (i) a Eurodollar rate determined by reference to LIBOR, adjusted for statutory reserve requirements, plus an applicable margin or (ii) a fluctuating rate of interest determined by reference to the greatest of (a) the prime rate of JPMorgan Chase Bank, N.A., (b) the federal funds effective rate plus one-half of 1% or (c) the 1-month LIBOR rate, adjusted for statutory reserve requirements, plus 1%, in each case, plus an applicable margin. As of December 31, 2020 and 2019, we had no outstanding obligations under the credit facility.

The credit facility contains customary affirmative and negative covenants that, among other things, will limit or restrict our ability to: incur additional debt or issue guarantees; create liens; enter into certain sale and lease-back transactions; merge or consolidate with another person; sell, transfer, lease or otherwise dispose of assets; liquidate or dissolve; and enter into restrictive covenants. Additionally, the Revolving Credit Agreement requires us not to permit the ratio of consolidated total indebtedness to consolidated earnings before interest, taxes, depreciation and amortization (EBITDA) (leverage ratio) to exceed 3.00 to 1.00 at any time, or the ratio of consolidated EBITDA to consolidated interest expense (interest coverage ratio) to be less than 3.00 to 1.00. At December 31, 2020, our leverage ratio and interest coverage ratio were within the prescribed thresholds. In the event of a ratings downgrade of the Company to a level below investment grade, the direct and indirect significant U.S. subsidiaries of the Company would be required to guarantee the obligations under the Revolving Credit Agreement.

On April 29, 2020, we entered into two 364-day term revolving credit agreements totaling \$200 (the Incremental Revolving Credit Agreements) which provide the Company with additional liquidity in excess of the Revolving Credit Agreement. Borrowings are available in U.S. dollars and the interest rate per annum is based on the LIBOR rate, adjusted for statutory reserve requirements, plus a margin of up to 1.55%. The Incremental Revolving Credit Agreements are subject to fees of up to 0.35% per annum. The fees and margin are subject to adjustment should the Company's credit ratings change. All other key provisions of the Incremental Revolving Credit Agreements mirror those of the Revolving Credit Agreement described above, including all covenants. In addition, the Incremental Revolving Credit Agreements did not violate any negative covenants associated with the existing Revolving Credit Agreement. There were no outstanding borrowings under the Incremental Revolving Credit Agreements as of December 31, 2020.

#### *Long-term Debt*

Our long-term debt is specific to outstanding Italian government loans maturing in June 2027. These loans carry a weighted average fixed interest rate of 0.71% and require annual principal and interest payments of approximately \$2.5 through maturity. The non-current portion of long-term debt is presented within other non-current liabilities in our Consolidated Balance Sheets.

## **NOTE 16 POSTRETIREMENT BENEFIT PLANS**

#### *Defined Contribution Plans*

Substantially all of ITT's U.S. and certain international employees are eligible to participate in a defined contribution plan. ITT sponsors numerous defined contribution savings plans, which allow employees to contribute a portion of their pre-tax and/or after-tax income in accordance with specified guidelines. Certain plans require us to match a portion of the employee contributions. Company contributions charged to expense amounted to \$10.6, \$17.6 and \$17.1 for 2020, 2019 and 2018, respectively. Contributions during 2020 were impacted by a suspension of select 401(k) benefits for certain U.S. participants as a cost reduction measure in response to the COVID-19 pandemic.

The ITT Stock Fund, an investment option in our U.S. based defined contribution plan, is considered an employee stock ownership plan and, as a result, participants in the ITT Stock Fund may receive dividends in cash or may reinvest such dividends into the ITT Stock Fund. The ITT Stock Fund held approximately 0.1 shares of ITT common stock at December 31, 2020.

### Defined Benefit Plans

In the fourth quarter of 2020, the Company terminated its U.S. qualified pension plan and transferred its liabilities to an insurance company. Refer to "U.S. Qualified Pension Plan Termination" below for further information. ITT sponsors a number of defined benefit pension plans, primarily outside of the U.S., which have approximately 900 active participants. As of December 31, 2020, international pension plans represented 88% of our total projected benefit obligation. There is one remaining U.S. pension plan, which is frozen to new participants. International plan benefits are primarily determined based on participant years of service, future compensation, and age at retirement or termination.

ITT also provides health care and life insurance benefits for eligible U.S. employees upon retirement. In some cases, the plan is still open to certain union employees, but for the majority of our businesses these plans are closed to new participants. The majority of the liability pertains to retirees with postretirement medical insurance.

### U.S. Qualified Pension Plan Termination

In the fourth quarter of 2020, the Company terminated its U.S. qualified pension plan by purchasing a group annuity contract from MassMutual Life Insurance Company (MassMutual), which fully assumed the responsibility for paying and administering pension benefits to approximately five thousand plan participants and their beneficiaries. MassMutual is a highly rated Fortune 100 insurance company that has a long history of efficiently providing and administering pension benefits. In connection with the plan termination, the Company settled all future obligations under the plan by providing lump sum payments to eligible participants who elected to receive them, and by transferring the remaining projected benefit obligation to the insurance company. The termination was funded with plan assets of approximately \$320 and cash of \$8.4. Consequently, in the fourth quarter of 2020, the Company recognized a settlement charge of \$136.9 within non-operating expenses, which primarily represents the acceleration of deferred charges previously included within accumulated other comprehensive loss and derecognition of the net assets of the plan.

### Balance Sheet Information

The following table provides a summary of the funded status of our postretirement benefit plans and the presentation of the funded status within our Consolidated Balance Sheet as of December 31, 2020 and 2019.

	2020			2019		
	Pension	Other Benefits	Total	Pension	Other Benefits	Total
Fair value of plan assets	\$ 0.5	\$ —	\$ 0.5	\$ 320.5	\$ 1.3	\$ 321.8
Projected benefit obligation	124.5	118.3	242.8	408.8	116.6	525.4
Funded status	\$ (124.0)	\$ (118.3)	\$ (242.3)	\$ (88.3)	\$ (115.3)	\$ (203.6)
Amounts reported within:						
Non-current assets	\$ 0.2	\$ —	\$ 0.2	\$ 24.5	\$ —	\$ 24.5
Accrued liabilities	(5.8)	(9.2)	(15.0)	(4.9)	(9.3)	(14.2)
Non-current liabilities	(118.4)	(109.1)	(227.5)	(107.9)	(106.0)	(213.9)

A portion of our projected benefit obligation includes amounts that have not yet been recognized as expense in our results of operations. Such amounts are recorded within accumulated other comprehensive loss until they are amortized as a component of net periodic postretirement cost. The following table provides a summary of amounts recorded within accumulated other comprehensive loss at December 31, 2020 and 2019.

	2020			2019		
	Pension	Other Benefits	Total	Pension	Other Benefits	Total
Net actuarial loss	\$ 40.9	\$ 39.2	\$ 80.1	\$ 143.4	\$ 37.8	\$ 181.2
Prior service cost (benefit)	0.4	(27.1)	(26.7)	0.4	(32.2)	(31.8)
Total	\$ 41.3	\$ 12.1	\$ 53.4	\$ 143.8	\$ 5.6	\$ 149.4

The following tables provide a rollforward of the benefit obligation, plan assets and funded status for our U.S. and international pension plans and our other employee-related defined benefit plans for the years ended December 31, 2020 and 2019.

	2020				2019			
	U.S. Pension	Int'l Pension	Other Benefits	Total	U.S. Pension	Int'l Pension	Other Benefits	Total
<b>Change in benefit obligation</b>								
Benefit obligation – January 1	\$ 310.4	\$ 98.4	\$ 116.6	\$ 525.4	\$ 291.8	\$ 89.4	\$ 118.6	\$ 499.8
Service cost	—	1.5	0.8	2.3	0.2	1.2	0.7	2.1
Interest cost	6.9	1.0	2.8	10.7	11.1	1.5	4.0	16.6
Amendments	—	—	—	—	—	—	1.7	1.7
Actuarial loss <sup>(a)</sup>	45.0	3.3	4.0	52.3	31.0	10.4	3.6	45.0
Benefits paid	(18.9)	(3.6)	(5.9)	(28.4)	(23.7)	(3.0)	(12.0)	(38.7)
Acquired	—	—	—	—	—	0.5	—	0.5
Settlement	(327.9)	(0.6)	—	(328.5)	—	—	—	—
Foreign currency translation	—	9.0	—	9.0	—	(1.6)	—	(1.6)
Benefit obligation – December 31	\$ 15.5	\$ 109.0	\$ 118.3	\$ 242.8	\$ 310.4	\$ 98.4	\$ 116.6	\$ 525.4

(a) In 2020, the actuarial loss is primarily due to a decrease in discount rates in addition to the annuity premium in connection with the U.S. qualified pension plan termination. In 2019, the actuarial loss was primarily due to a reduction in the discount rate used to measure the benefit obligations.

	2020				2019			
	U.S. Pension	Int'l Pension	Other Benefits	Total	U.S. Pension	Int'l Pension	Other Benefits	Total
<b>Change in plan assets</b>								
Plan assets – January 1	\$ 319.9	\$ 0.6	\$ 1.3	\$ 321.8	\$ 277.8	\$ 0.6	\$ 2.9	\$ 281.3
Actual return on plan assets	20.0	—	—	20.0	57.7	—	0.4	58.1
Employer contributions	9.3	4.1	4.6	18.0	9.9	3.0	10.0	22.9
Benefits and expenses paid	(21.3)	(3.6)	(5.9)	(30.8)	(25.5)	(3.0)	(12.0)	(40.5)
Settlement	(327.9)	(0.6)	—	(328.5)	—	—	—	—
Plan assets – December 31	\$ —	\$ 0.5	\$ —	\$ 0.5	\$ 319.9	\$ 0.6	\$ 1.3	\$ 321.8
Funded status at end of year	\$ (15.5)	\$ (108.5)	\$ (118.3)	\$ (242.3)	\$ 9.5	\$ (97.8)	\$ (115.3)	\$ (203.6)

The accumulated benefit obligation for all defined benefit pension plans was \$121.6 and \$406.3 at December 31, 2020 and 2019, respectively. Information for pension plans with an accumulated benefit obligation in excess of plan assets is included in the following table.

	2020	2019
Projected benefit obligation	\$ 124.2	\$ 112.8
Accumulated benefit obligation	121.3	110.3
Fair value of plan assets	—	—

Statements of Operations Information

The following table provides the components of net periodic postretirement cost and other amounts recognized in other comprehensive loss for each of the years ended December 31, 2020, 2019 and 2018 as they pertain to our defined benefit pension plans.

	2020			2019			2018		
	U.S. Pension	Int'l Pension	Total	U.S. Pension	Int'l Pension	Total	U.S. Pension	Int'l Pension	Total
<b>Net periodic postretirement cost - pension</b>									
Service cost	\$ —	\$ 1.5	\$ 1.5	\$ 0.2	\$ 1.2	\$ 1.4	\$ 0.4	\$ 1.3	\$ 1.7
Interest cost	6.9	1.0	7.9	11.1	1.5	12.6	10.1	1.4	11.5
Expected return on plan assets	(7.2)	—	(7.2)	(14.8)	—	(14.8)	(15.8)	—	(15.8)
Amortization of net actuarial loss	4.8	1.5	6.3	4.3	0.8	5.1	4.9	0.9	5.8
Amortization of prior service cost	—	—	—	0.7	—	0.7	0.9	—	0.9
Net periodic postretirement cost	4.5	4.0	8.5	1.5	3.5	5.0	0.5	3.6	4.1
Settlement charges	136.9	0.1	137.0	—	—	—	1.7	—	1.7
Total net periodic postretirement cost	141.4	4.1	145.5	1.5	3.5	5.0	2.2	3.6	5.8
<b>Other changes in plan assets and benefit obligations recognized in other comprehensive income</b>									
Net actuarial loss (gain)	34.7	3.2	37.9	(10.2)	10.3	0.1	15.4	0.8	16.2
Prior service cost	—	—	—	—	—	—	—	(0.1)	(0.1)
Amortization of net actuarial loss	(141.7)	(1.6)	(143.3)	(4.3)	(0.8)	(5.1)	(6.6)	(0.9)	(7.5)
Amortization of prior service cost	—	—	—	(0.7)	—	(0.7)	(0.9)	—	(0.9)
Foreign currency translation	—	2.9	2.9	—	(0.3)	(0.3)	—	(1.0)	(1.0)
Total change recognized in other comprehensive income	(107.0)	4.5	(102.5)	(15.2)	9.2	(6.0)	7.9	(1.2)	6.7
Total impact from net periodic postretirement cost and changes in other comprehensive income	\$ 34.4	\$ 8.6	\$ 43.0	\$ (13.7)	\$ 12.7	\$ (1.0)	\$ 10.1	\$ 2.4	\$ 12.5

In 2020, the Company recorded a settlement charge of \$136.9 related to the termination and sale of the U.S. qualified pension plan. In 2018, we recorded a settlement charge of \$1.7 related to retiree lump sum pension payments in our Industrial Process segment.

The following table provides the components of net periodic postretirement cost and other amounts recognized in other comprehensive loss for each of the years ended December 31, 2020, 2019 and 2018 as they pertain to other employee-related defined benefit plans.

	2020	2019	2018
<b>Net periodic postretirement cost - other postretirement</b>			
Service cost	\$ 0.8	\$ 0.7	\$ 0.9
Interest cost	2.8	4.0	4.5
Expected return on plan assets	—	(0.2)	(0.1)
Amortization of net actuarial loss	2.6	2.3	4.0
Amortization of prior service credit	(5.1)	(5.1)	(5.3)
Total net periodic postretirement cost	1.1	1.7	4.0
<b>Other changes in plan assets and benefit obligations recognized in other comprehensive income</b>			
Net actuarial loss (gain)	3.9	3.4	(15.6)
Prior service cost	—	1.7	—
Amortization of net actuarial loss	(2.6)	(2.3)	(4.0)
Amortization of prior service credit	5.1	5.1	5.3
Total changes recognized in other comprehensive income	6.4	7.9	(14.3)
Total impact from net periodic postretirement cost and changes in other comprehensive income	\$ 7.5	\$ 9.6	\$ (10.3)



### Postretirement Plan Assumptions

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

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

	2020			2019		
	U.S. Pension	Int'l Pension	Other Benefits	U.S. Pension	Int'l Pension	Other Benefits
<b>Obligation Assumptions:</b>						
Discount rate	2.4 %	0.7 %	2.4 %	3.2 %	1.0 %	3.2 %
Rate of future compensation increase	N/A	2.9 %	N/A	N/A	3.0 %	N/A
<b>Cost Assumptions:</b>						
Discount rate	3.2 %	1.0 %	3.2 %	4.3 %	1.7 %	4.3 %
Expected return on plan assets	4.0 %	1.0 %	6.0 %	6.0 %	1.0 %	6.0 %

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

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

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

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

The assumed rate of future increases in the per capita cost of health care (the health care trend rate) is 6.5% for pre-age 65 retirees and 5.8% for post-age 65 retirees for 2021, decreasing ratably to 4.5% in 2028. To the extent that actual experience differs from these assumptions, the effect will be amortized over the average future working life or life expectancy of the plan participants.

The expected long-term rate of return on assets reflects the expected returns for each major asset class in which the plans invest, the weight of each asset class in the target mix, the correlations among asset classes, and their expected volatilities. Our expected return on plan assets is estimated by evaluating both historical returns and estimates of future returns based on our target asset allocation. Specifically, we estimate future returns based on independent estimates of asset class returns weighted by the target investment allocation. The expected return on plan assets was reduced in 2020 based on an update to the asset allocation as of December 31, 2019 to reduce risk pursuant to the expected plan termination.

### Fair Value of Plan Assets

In measuring plan assets at fair value, a fair value hierarchy is applied which categorizes and prioritizes the inputs used to estimate fair value into three levels. The fair value hierarchy is based on maximizing the use of observable inputs and minimizing the use of unobservable inputs when measuring fair value. Classification within the fair value hierarchy is based on the lowest level input that is significant to the fair value measurement. The three levels of the fair value hierarchy are defined as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 inputs are other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices (in non-active markets or in active markets for similar assets or liabilities), inputs other than quoted prices that are observable, and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 inputs are unobservable inputs for the assets or liabilities.

Collective trusts are valued at net asset value (NAV) as a practical expedient and thus are not leveled in this table, but are included in the totals column to assist in reconciling to fair value of plan assets. Mutual funds are valued at quoted market prices that represent the NAV of shares and are classified within level 1 of the fair value hierarchy. Cash and cash equivalents are held in money market or short-term investment funds and are classified within level 1 of the fair value hierarchy.

As of December 31, 2020, our plan assets were not considered material. The following table provides the investments at fair value held by our postretirement benefit plans at December 31, 2019, by asset class.

	Pension			Other Benefits
	Level 1	Measured at NAV	Total	Level 1
Fixed income - collective trusts	\$ —	\$ 238.8	\$ 238.8	\$ —
Mutual funds	—	—	—	1.3
Cash and other	81.7	—	81.7	—
Total	\$ 81.7	\$ 238.8	\$ 320.5	\$ 1.3

### Contributions

While we make contributions to our postretirement benefit plans when considered necessary or advantageous to do so, the minimum funding requirements established by local government funding or taxing authorities, or established by other agreements, may influence future contributions. Funding requirements under IRS rules are a major consideration in making contributions to our defined benefit pension plans in the U.S. In addition, we fund certain of our international pension plans in countries where funding is allowable and tax-efficient. During 2020 and 2019, we contributed \$13.4 and \$12.9, respectively, to our global pension plans which includes \$8.4 associated with the termination of our U.S. qualified plan in 2020 and a discretionary contribution to our U.S. qualified pension plan of \$9.0 in 2019. We anticipate making contributions to our global pension plans of approximately \$6 during 2021.

We contributed \$4.6 and \$10.0 to our other employee-related defined benefit plans during 2020 and 2019, respectively. We estimate that the 2021 contributions to our other employee-related defined benefit plans will be approximately \$9.

### Estimated Future Benefit Payments

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

	U.S. Pension	Int'l Pension	Other Benefits
2021	\$ 0.9	\$ 4.8	\$ 9.3
2022	0.9	3.8	8.8
2023	0.9	4.0	8.4
2024	0.9	4.2	8.1
2025	0.9	3.8	7.7
2026 - 2030	4.4	20.3	33.5

**NOTE 17**  
**LONG-TERM INCENTIVE EMPLOYEE COMPENSATION**

The 2011 Omnibus Incentive Plan (2011 Incentive Plan) was approved by shareholders and established in May of 2011 to provide for the awarding of options on common shares and full value restricted common shares or units to employees and non-employee directors. As of December 31, 2020, 37.2 shares were available for future grants under the 2011 Incentive Plan. The Company makes shares available for the exercise of stock options or vesting of restricted shares or units by purchasing shares in the open market.

Our long-term incentive plan (LTIP) awards are comprised of two components: restricted stock units (RSUs) and performance stock units (PSUs). Prior to 2017, our LTIP awards also included non-qualified stock options (NQOs). The majority of RSUs settle in shares; however RSUs and PSUs granted to certain international employees are settled in cash. We account for NQOs and equity-settled RSUs and PSUs as equity-based compensation awards and cash-settled RSUs and PSUs are accounted for as liability-based awards. PSUs contain equally weighted performance conditions for total shareholder return (TSR) and return on invested capital (ROIC). PSUs vest based on predetermined performance metrics that align with the Company's stock price and financial performance following a three-year performance period and are subject to a payout factor which includes a maximum and minimum payout. PSUs are accounted for as two distinct awards, a TSR award and a ROIC award.

LTIP costs are primarily recorded within general and administrative expenses, at fair value over the requisite service period (typically three years) on a straight-line basis and are reduced by forfeitures as they occur. These costs impacted our consolidated results of operations as follows:

	2020	2019	2018
Equity-based awards	\$ 13.4	\$ 15.7	\$ 21.6
Liability-based awards	0.8	2.8	1.5
<b>Total share-based compensation expense</b>	<b>\$ 14.2</b>	<b>\$ 18.5</b>	<b>\$ 23.1</b>

As of December 31, 2020, there was \$16.8 of total unrecognized compensation cost related to non-vested equity awards. This cost is expected to be recognized ratably over a weighted-average period of 1.8 years. Additionally, unrecognized compensation cost related to liability-based awards was \$1.3, which is expected to be recognized ratably over a weighted-average period of 2.0 years.

*Non-Qualified Stock Options*

NQOs generally vest over or at the conclusion of a 3-year period and are exercisable over 10 years, except in certain instances of death, retirement or disability. The weighted average exercise price per share is the fair market value of the underlying common stock on the date each option is granted.

A summary of activity related to our NQOs as of December 31, 2020, 2019 and 2018 is presented below.

Stock Options	2020		2019		2018	
	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
Outstanding – January 1	0.3	\$ 33.55	0.7	\$ 35.04	0.9	\$ 34.07
Exercised	(0.1)	35.37	(0.4)	36.08	(0.2)	30.52
Outstanding – December 31	0.2	\$ 32.22	0.3	\$ 33.55	0.7	\$ 35.04
Options exercisable – December 31	0.2	\$ 32.22	0.3	\$ 33.55	0.5	\$ 36.04

The aggregate intrinsic value of options exercised (which is the amount by which the stock price exceeded the exercise price of the options on the date of exercise) as of December 31, 2020, 2019 and 2018 was \$4.1, \$11.1 and \$4.5, respectively.

The amount of cash received from the exercise of stock options was \$4.3, \$14.9 and \$5.8 for 2020, 2019 and 2018, respectively. The income tax benefit realized during 2020, 2019 and 2018 associated with exercised stock options and vested restricted stock was \$4.1, \$6.5 and \$3.0, respectively. Excess tax benefits arising from exercised stock options and vested restricted stock were \$3.0, \$4.6 and \$2.2 for 2020, 2019 and 2018, respectively.

The following table summarizes information about our outstanding and exercisable stock options at December 31, 2020.

Exercise Prices	Number of shares	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
\$19.97 - \$26.76	0.1	1.6	\$ 3.7
\$33.01 - \$43.52	0.1	4.4	3.7
	0.2	3.2	\$ 7.4

As of December 31, 2020, there were no options "out-of-the-money" and all options outstanding were fully vested. The aggregate intrinsic value in the preceding table represents the total pre-tax intrinsic value, based on ITT's closing stock price of \$77.02 as of December 31, 2020, which would have been received by the option holders had all option holders exercised their options as of that date.

The fair value of each option grant was estimated on the date of grant using the binomial lattice pricing model which incorporates multiple and variable assumptions over time, including assumptions such as employee exercise patterns, stock price volatility and changes in dividends. There were no NQOs granted in 2020, 2019 or 2018.

**Restricted Stock Units and Performance Stock Units**

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

For PSUs, the fair value of the ROIC award is based on the closing price of ITT common stock on the date of grant less the present value of expected dividend payments during the vesting period. For ROIC awards granted in 2020, a dividend yield of 1.11% was assumed based on ITT's annualized dividend payment of \$0.676 per share and the March 4, 2020 closing stock price of \$61.17. The fair value of the ROIC award is fixed on the grant date; however, a probability assessment is performed each reporting period to estimate the likelihood of achieving the ROIC targets and the amount of compensation to be recognized.

The fair value of the TSR award is measured using a Monte Carlo simulation on the date of grant, measuring potential total shareholder return for ITT relative to the other companies in the S&P 400 Capital Goods Index (the TSR Performance Group). The expected volatility of ITT's stock price is based on the historical volatility of a peer group while expected volatility for the other companies in the TSR Performance Group is based on their own stock price history. For TSR awards granted in 2020, all volatility and correlation measures were based on three years of daily historical price data through March 4, 2020, corresponding to the three-year performance period of the award. As the grant date occurs after the beginning of the performance period, actual TSR performance between the beginning of the performance period (December average closing stock price) and the grant date was reflected in the valuation. For TSR awards granted in 2020, a dividend yield of 1.11% was assumed based on ITT's annualized dividend payment of \$0.676 per share and the March 4, 2020 closing stock price of \$61.17.

The table below provides a rollforward of outstanding RSUs and PSUs for each of the years ended December 31, 2020, 2019 and 2018.

Restricted Stock and Performance Units	2020		2019		2018	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Outstanding – January 1	1.0	\$ 51.24	1.2	\$ 42.94	1.2	\$ 38.74
Granted	0.3	61.13	0.3	60.91	0.4	54.79
Performance adjustment <sup>(a)</sup>	0.1	57.88	0.1	44.87	—	—
Vested and issued	(0.5)	44.86	(0.6)	38.03	(0.3)	41.09
Forfeited	(0.1)	59.50	—	—	(0.1)	42.55
Outstanding – December 31	0.8	\$ 59.25	1.0	\$ 51.24	1.2	\$ 42.94
Vested pending issuance	0.2	\$ 57.88	0.2	\$ 44.87	0.2	\$ 33.27

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

The table below provides the number of the outstanding shares by award type as of December 31, 2020, 2019 and 2018. Cash-settled PSUs outstanding are not material.

	2020	2019	2018
Equity-settled RSUs	0.4	0.5	0.7
Cash-settled RSUs	—	0.1	0.1
Equity-settled PSUs	0.4	0.4	0.4

As of December 31, 2020, substantially all RSUs outstanding are expected to vest. As of December 31, 2020, the total number of PSUs expected to vest based on current performance estimates, including those vested but pending issuance, was 0.4.

## NOTE 18 CAPITAL STOCK

ITT has authority to issue an aggregate of 300 shares of capital stock, of which 250 shares have been designated as Common Stock having a par value of \$1 per share and 50 shares have been designated as Preferred Stock not having any par or stated value. There was no Preferred Stock outstanding as of December 31, 2020 and 2019.

The holders of ITT common stock are entitled to receive dividends when and as declared by ITT's Board of Directors. Dividends are paid quarterly. Dividends declared were \$0.676, \$0.588 and \$0.536 per common share in 2020, 2019, and 2018, respectively.

On October 27, 2006, our Board of Directors approved a three-year \$1 billion share repurchase program (the 2006 Plan), which it modified in 2008 to make the term indefinite. On October 30, 2019, the Board of Directors approved a new indefinite term \$500 share repurchase program (the 2019 Plan). During the first quarter of 2020, we completed the 2006 Plan and commenced repurchases under the 2019 Plan. During 2020, 2019, and 2018, we repurchased and retired 1.7 shares, 0.5 shares, and 1.0 shares of common stock for \$73.2, \$28.7 and \$50.0, respectively, including 1.5 shares and \$61.9 in 2020 under the 2006 Plan. Through December 31, 2020, we had repurchased 24.5 shares for \$1,011.0, including commissions, under these programs.

Separate from the share repurchase program, the Company repurchased 0.2 shares, 0.3 shares, and 0.1 shares for an aggregate price of \$11.0, \$12.7, and \$6.1, during 2020, 2019 and 2018, respectively, in settlement of employee tax withholding obligations due upon the vesting of RSUs and PSUs.

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

	Postretirement Benefit Plans	Cumulative Translation Adjustment	Accumulated Other Comprehensive Loss
As of December 31, 2017	\$ (137.6)	\$ (210.6)	\$ (348.2)
Net change during period	6.0	(33.3)	(27.3)
As of December 31, 2018	(131.6)	(243.9)	(375.5)
Net change during period	(1.7)	(8.1)	(9.8)
As of December 31, 2019	(133.3)	(252.0)	(385.3)
Net change during period	77.4	28.5	105.9
As of December 31, 2020	\$ (55.9)	\$ (223.5)	\$ (279.4)

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

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

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

**Asbestos Matters**

Subsidiaries of ITT, including ITT LLC and Goulds Pumps LLC, have been sued, along with many other companies in product liability lawsuits alleging personal injury due to asbestos exposure. These claims generally allege that certain products sold by our subsidiaries prior to 1985 contained a part manufactured by a third party (e.g., a gasket) which contained asbestos. To the extent these third-party parts may have contained asbestos, it was encapsulated in the gasket (or other) material and was non-friable. As of December 31, 2020, there were approximately 25 thousand pending claims against ITT subsidiaries, including Goulds Pumps LLC, filed in various state and federal courts alleging injury as a result of exposure to asbestos. Activity related to these asserted asbestos claims during the period was as follows:

(in thousands)	2020	2019	2018
Pending claims – Beginning	24	24	26
New claims	4	4	4
Settlements	(1)	(1)	(1)
Dismissals	(2)	(3)	(5)
Pending claims – Ending	25	24	24

Frequently, plaintiffs are unable to identify any ITT LLC or Goulds Pumps LLC products as a source of asbestos exposure. Our experience to date is that a majority of resolved claims are dismissed without any payment from ITT subsidiaries. Management believes that a large majority of the pending claims have little or no value. In addition, because claims are sometimes dismissed in large groups, the average cost per resolved claim can fluctuate significantly from period to period. ITT expects more asbestos-related suits will be filed in the future, and ITT will continue to aggressively defend or seek a reasonable resolution, as appropriate.

Asbestos litigation is a unique form of litigation. Frequently, the plaintiff sues a large number of defendants and does not state a specific claim amount. After filing a complaint, the plaintiff engages defendants in settlement negotiations to establish a settlement value based on certain criteria, including the number of defendants in the case. Rarely do the plaintiffs seek to collect all damages from one defendant. Rather, they seek to spread the liability, and thus the payments, among many defendants.

#### *Estimating the Liability and Related Asset*

In the third quarter of each year, we conduct our annual remeasurement with the assistance of outside consultants in order to review and update the underlying assumptions used in our asbestos liability and related asset estimates. In each remeasurement, the underlying assumptions are updated based on our actual experience since our previous annual remeasurement, and we reassess the appropriate reference period used in determining each assumption and our expectations regarding future conditions. Based on the results of this study, in the third quarter of 2020, we extended our projection to include pending claims and claims expected to be filed through 2052, reflecting the full time period over which we expect asbestos-related claims to be filed against us. Previous estimates included pending claims and claims expected to be filed over the next 10 years. Our ability to reasonably estimate the liability over the full time horizon in the current year resulted from the culmination of various factors, including:

- We have observed stability in our data, particularly our experience in the number and percentage of claims compensated by the Company, the amounts paid to settle claims, and related defense costs, subsequent to the implementation of our one-firm defense strategy.
- Recent favorable developments in our insurance coverage litigation, including a stipulation filed with the court in the third quarter of 2020, upon which we subsequently entered into a coverage-in-place agreement with a group of insurers regarding the remaining available and solvent limits of a significant coverage block, and our experience with insurance settlements, have provided additional certainty with respect to the availability of insurance to reimburse us for certain asbestos-related expenses and the overall net exposure of the Company.

Overall, we believe there is greater predictability of outcomes from insurance settlements and stability of underlying inputs used in calculating the gross liability. As a result, we believe the uncertainty in calculating the net liability has been reduced and we now have sufficient reliability to transition to a full time horizon. Consequently, in the third quarter of 2020, we increased our estimated undiscounted asbestos liability, including legal fees, by \$155.7. As of December 31, 2020, the liability for pending claims and claims estimated to be filed through 2052 was \$932.0. The asbestos liability has not been discounted to present value as the timing of future cash flows may vary.

The methodology used to estimate our asbestos liability for pending claims and claims estimated to be filed through 2052 determines a point estimate based on our assessment of the value of each underlying assumption, rather than a range of reasonably possible outcomes, and relies on and includes the following:

- interpretation of a widely accepted forecast of the population likely to have been exposed to asbestos in the workplace;
- widely accepted epidemiological studies estimating the number of people likely to develop mesothelioma and lung cancer from exposure to asbestos;
- the Company's historical experience with the filing of non-malignant claims against it and the historical relationship between non-malignant and malignant claims filed against the Company;
- analysis of the number of likely asbestos personal injury claims to be compensated by the Company based on such epidemiological and historical data and the Company's recent claims experience in settling and dismissing claims;
- analysis of the Company's pending cases, by disease type;
- analysis of the Company's recent experience to determine the expected settlement value of claims, by disease type;
- analysis of the Company's recent experience in the ratio of settled claims to total resolved claims, by disease type; and
- analysis of the Company's defense costs, including agreements in place with external counsel.

In addition, we record a corresponding undiscounted asbestos-related asset that represents our best estimate of probable recoveries from our insurers for the estimated asbestos liabilities. In developing this estimate, the Company considers coverage-in-place and other agreements with its insurers, and a number of additional factors. These additional factors reviewed include the financial viability of our insurance carriers and any related solvency issues, the method by which losses will be allocated to the various insurance policies and the years covered by those policies, the extent to which settlement and defense costs will be reimbursed by the insurance policies and interpretation of the various policy and contract terms and limits and their interrelationships, and various judicial determinations relevant to our insurance programs. The timing and amount of reimbursements will vary due to a time lag between when ITT pays an amount to defend or settle a claim and when a reimbursement is received from an insurer, differing policy terms and certain gaps in our insurance coverage as a result of uninsured periods, insurer insolvencies, and prior insurance settlements.

The Company retains an insurance consulting firm to assist management in estimating probable recoveries for pending asbestos claims and for claims estimated to be filed in the future based on the analysis of policy terms, the likelihood of recovery provided by external legal counsel, and incorporating risk mitigation judgments where policy terms or other factors are not certain. The aggregate amount of insurance available to the Company for asbestos-related claims was acquired over many years and from many different carriers. The Company is in litigation with certain of these carriers to enforce its right to coverage for asbestos-related losses under policies they or their predecessors issued. Amounts deemed not recoverable generally are due from insurers that are insolvent.

The Company has negotiated with certain of its insurers to reimburse the Company for a portion of its indemnity and defense costs through "coverage-in-place" agreements or policy buyout agreements. The agreements are designed to facilitate the collection of the Company's insurance portfolio, to mitigate issues that insurers may raise regarding their responsibility to respond to claims, and to promote an orderly exhaustion of the policies. As of December 31, 2020, approximately 76% of our recorded asbestos-related asset was related to coverage-in-place agreements and buyout agreements with insurers.

As a result of the annual remeasurement, during the third quarter of 2020, we increased the asbestos-related asset by \$19.8, representing additional recoveries due to the increase in the estimated liability for certain claims. In the fourth quarter, we increased our asbestos-related asset by an additional \$52.1 based on a settlement agreement with a group of insurers as described below. After reviewing our portfolio of insurance policies, with consideration given to applicable deductibles, retentions and policy limits, the solvency and historical payment experience of various insurance carriers, existing insurance settlements, and the advice of outside counsel with respect to the applicable insurance coverage law relating to the terms and conditions of its insurance policies, we believe that our recorded receivable for insurance recoveries is probable of collection.

Estimating our exposure to pending asbestos claims and those that may be filed in the future is subject to significant uncertainty and risk as there are multiple variables that can affect the timing, severity, quality, quantity and resolution of claims, including uncertainty related to asbestos claims and estimated costs arising from the long latency period prior to the manifestation of an asbestos-related disease, changes in available medical treatments and changes in medical costs, changes in plaintiff behavior resulting from bankruptcies of other companies that are or could be co-defendants, uncertainties surrounding the litigation process from jurisdiction to jurisdiction and from case to case and the impact of potential legislative or judicial changes. Additionally, future insurance insolvencies or settlement agreements with insurers could impact the overall recoverability of our asbestos-related asset. The asbestos liability and related receivables reflect management's best estimate of future events. However, future events affecting the key factors and other variables for either the asbestos liability or the related receivables could cause actual costs or recoveries to be materially higher or lower than currently estimated. Due to these uncertainties, it is difficult to predict the ultimate cost of resolving all pending and unasserted asbestos claims. We believe it is possible that future events affecting the key factors and other variables in estimating our liability and expected recoveries could have a material adverse effect on our financial statements.

#### ***Settlement Agreements***

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



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

The table below summarizes the total net asbestos-related charge for the years ended December 31, 2020, 2019 and 2018.

	2020	2019	2018
Asbestos provision, net <sup>(a)</sup>	\$ 30.8	\$ 47.9	\$ 53.8
Asbestos remeasurement, net <sup>(b)</sup>	135.9	(68.1)	10.0
Settlement agreements and other	(100.4)	—	(58.9)
Asbestos-related costs (benefit), net	\$ 66.3	\$ (20.2)	\$ 4.9

### Changes in Financial Position

The following table provides a rollforward of the estimated asbestos liability and related assets for the years ended December 31, 2020 and 2019.

	2020			2019		
	Liability	Asset	Net	Liability	Asset	Net
Balance as of January 1	\$ 817.6	\$ 386.8	\$ 430.8	\$ 849.3	\$ 376.7	\$ 472.6
Asbestos provision <sup>(a)</sup>	37.1	6.3	30.8	59.4	11.5	47.9
Asbestos remeasurement <sup>(b)</sup>	155.7	19.8	135.9	(4.5)	63.6	(68.1)
Settlement agreements	—	100.4	(100.4)	—	—	—
Net cash activity and other <sup>(a)</sup>	(78.4)	(68.6)	(9.8)	(86.6)	(65.0)	(21.6)
Balance as of December 31	\$ 932.0	\$ 444.7	487.3	\$ 817.6	\$ 386.8	\$ 430.8
Current portion	91.4	91.0		86.0	67.2	
Noncurrent portion	840.6	353.7		731.6	319.6	

(a) Includes certain administrative costs such as legal-related costs for insurance asset recoveries. The asbestos provision includes amounts to maintain a rolling 10-year provision prior to the transition in the third quarter of 2020 to full horizon.

(b) In the third quarter of 2020, we extended our projection to include pending claims and claims expected to be filed through 2052, reflecting the full time period over which we expect asbestos-related claims to be filed against us.

### Environmental Matters

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

Accruals for environmental matters are recorded on a site-by-site basis when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. The following table provides a rollforward of the estimated current and long-term environmental liability for the years ended December 31, 2020 and 2019.

	2020	2019
Balance as of January 1	\$ 61.9	\$ 66.8
Changes in estimates for pre-existing accruals:		
Continuing operations	1.4	0.4
Discontinued operations	(1.5)	0.1
Net cash activity	(3.7)	(5.4)
Foreign currency	0.2	—
Balance as of December 31	\$ 58.3	\$ 61.9

Environmental-related assets, including a qualified settlement fund (QSF) and estimated recoveries from insurance providers and other third parties, were \$18.6 and \$22.2 as of December 31, 2020 and 2019, respectively.

In 2020, the environmental QSF was amended to cover remediation activities for additional sites. Prior to this amendment, there was \$7.2 of deferred income representing the excess of assets in the QSF over the probable liabilities associated with the previously covered sites. As a result of the amendment, we recognized income of \$7.2, including \$1.3 related to discontinued operations.

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

	2020	2019
High end range	\$ 97.6	\$ 108.4
Number of active environmental investigation and remediation sites	27	28

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

## **NOTE 21 GUARANTEES, INDEMNITIES AND WARRANTIES**

### *Indemnities*

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

As part of the 2011 spin-off, ITT LLC agreed to assume certain liabilities and provide certain indemnifications and cross-indemnifications among ITT LLC, Exelis and Xylem, subject to limited exceptions with respect to certain employee claims and other liabilities and obligations. These provisions address a variety of subjects, including asserted and unasserted product liability matters (e.g., asbestos claims, product warranties) which relate to certain products manufactured, repaired or sold prior to the 2011 spin-off. These provisions last indefinitely and are not affected by Harris' acquisition of Exelis, or Harris' subsequent merger with L3 Technologies. ITT LLC expects Exelis and Xylem to fully perform under the terms of the Distribution Agreement and therefore has not recorded a liability for matters for which we have been assumed or indemnified. In addition, both Exelis and Xylem have made asbestos indemnity claims that could give rise to material payments under the indemnity provided by ITT LLC; such claims are included in our estimate of asbestos liabilities.

### *Guarantees*

We have \$150.5 of guarantees, letters of credit and similar arrangements outstanding at December 31, 2020, primarily pertaining to commercial or performance guarantees and insurance matters. We have not recorded any material loss contingencies under these guarantees, letters of credit and similar arrangements as of December 31, 2020 as the likelihood of nonperformance by ITT is considered remote. From time to time, we may provide certain third-party guarantees that may be affected by various conditions and external factors, some of which could require that payments be made under such guarantees. We do not consider the maximum exposure or current recorded liabilities under our third-party guarantees to be material either individually or in the aggregate. We do not believe such payments would have a material adverse impact on our financial statements.

### Warranties

ITT warrants numerous products, the terms of which vary widely. In general, ITT warrants its products against defect and specific non-performance. In certain markets, such as automotive, aerospace and rail, liability for product defects could extend beyond the selling price of the product and could be significant if the defect interrupts production or results in a recall. The table included below provides changes in the warranty accrual for December 31, 2020 and 2019.

	2020	2019
Warranty accrual – January 1	\$ 20.5	\$ 17.3
Warranty expense	12.3	10.5
Payments	(8.2)	(8.5)
Foreign currency and other	0.8	1.2
Warranty accrual – December 31	\$ 25.4	\$ 20.5

## NOTE 22 ACQUISITIONS

### *Rheinhütte Pumpen Group (Rheinhütte)*

On April 30, 2019, we completed the acquisition of 100% of the privately held stock of Rheinhütte for a purchase price of €82.5 euros, net of cash acquired. The transaction was funded from the Company's cash and European commercial paper program. Rheinhütte, with 2018 revenue of approximately €61.5 euros and approximately 430 employees, has manufacturing locations in Germany and Brazil. Rheinhütte is a designer and manufacturer of highly engineered pumps suited for harsh and corrosive environments for the industrial market. Rheinhütte is reported within the Industrial Process segment.

### *Matrix Composites, Inc. (Matrix)*

On July 3, 2019, we completed the acquisition of 100% of the privately held stock of Matrix for a purchase price of \$25.8, net of cash acquired, that is subject to change based on customary net working capital adjustments. The transaction was funded from the Company's cash. Matrix, a manufacturer of precision composite components within the aerospace and defense market, had 2018 revenue of approximately \$12.0 with growth expected due to a ramp up in production on several next-generation aircraft engine platforms. Matrix has approximately 115 employees and is reported within the Connect & Control Technologies segment.

The final purchase prices for Rheinhütte and Matrix were allocated to net assets acquired and liabilities assumed based on their fair values as of the respective acquisition date, with the excess of the purchase price of \$37.6 and \$14.3 recorded as goodwill, respectively. Other intangibles identified for Rheinhütte include customer relationships, proprietary technology and trade names. Other intangibles assets for Matrix consist of customer relationships. The goodwill arising from these acquisitions is not expected to be deductible for income tax purposes.

### *Allocations of Purchase Price*

	Rheinhütte	Matrix
Cash	\$ 4.7	\$ 0.5
Receivables	12.1	1.1
Inventory	15.2	1.8
Plant, property and equipment	19.9	2.9
Goodwill	37.6	14.3
Other intangible assets	15.2	8.5
Other assets	3.8	1.9
Accounts payable and accrued liabilities	(6.7)	(2.0)
Other liabilities	(5.3)	(2.7)
Net assets acquired	\$ 96.5	\$ 26.3

Pro forma results of operations have not been presented because the acquisitions were not deemed material as of the acquisition dates.

## SUPPLEMENTAL FINANCIAL DATA

### SELECTED QUARTERLY FINANCIAL DATA (UNAUDITED)

	2020 Quarters				2019 Quarters			
	Fourth	Third	Second	First	Fourth	Third	Second	First
Revenue	\$ 708.6	\$ 591.2	\$ 514.7	\$ 663.3	\$ 719.9	\$ 711.9	\$ 719.9	\$ 695.5
Gross profit	218.6	190.6	163.6	209.4	228.0	231.3	232.0	218.8
(Loss) income from continuing operations attributable to ITT Inc.	(13.6)	(48.0)	46.4	83.7	66.5	118.7	66.9	71.3
Income (loss) from discontinued operations	0.1	1.2	1.6	1.1	1.9	(0.1)	(0.1)	—
Net (loss) income attributable to ITT Inc.	(13.5)	(46.8)	48.0	84.8	68.4	118.6	66.8	71.3
Basic (loss) earnings per share attributable to ITT Inc.:								
Continuing operations	\$ (0.16)	\$ (0.55)	\$ 0.54	\$ 0.96	\$ 0.76	\$ 1.35	\$ 0.76	\$ 0.81
Discontinued operations	—	0.01	0.02	0.01	0.02	—	—	—
Net income	\$ (0.16)	\$ (0.54)	\$ 0.56	\$ 0.97	\$ 0.78	\$ 1.35	\$ 0.76	\$ 0.81
Diluted (loss) earnings per share attributable to ITT Inc.:								
Continuing operations	\$ (0.16)	\$ (0.55)	\$ 0.53	\$ 0.95	\$ 0.75	\$ 1.34	\$ 0.75	\$ 0.80
Discontinued operations	—	0.01	0.02	0.01	0.02	—	—	—
Net income	\$ (0.16)	\$ (0.54)	\$ 0.55	\$ 0.96	\$ 0.77	\$ 1.34	\$ 0.75	\$ 0.80

## EXHIBIT INDEX

Exhibit Number	Description
3.1	<a href="#">ITT Inc.'s Amended and Restated Articles of Incorporation, effective as of May 25, 2018</a> (Incorporated by reference to Exhibit 3.1 of ITT Inc.'s Form 8-K dated May 25, 2018 (File No. 001-05672))
3.2	<a href="#">Amended and Restated By-laws of ITT Inc., effective as of May 25, 2018</a> Incorporated by reference to Exhibit 3.2 of ITT Inc.'s Form 8-K dated May 25, 2018 (File No. 001-05672)
4.1	<a href="#">Description of Registrant's Securities</a> Incorporated by reference to Exhibit 4.1 of ITT Inc.'s Form 10-K for the year ended December 31, 2019 (File No. 001-05672).
10.1	<a href="#">Distribution Agreement, dated as of October 25, 2011, among ITT Corporation, Xylem Inc. and Exelis Inc.</a> (Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2011 (File No. 001-05672).)
10.2	<a href="#">Benefits and Compensation Matters Agreement, dated as of October 25, 2011, among ITT Corporation, Xylem Inc. and Exelis Inc.</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2011 (File No. 001-05672).
10.3	<a href="#">First Amendment to Benefits and Compensation Matters Agreement, dated as of October 25, 2011</a> Incorporated by reference as Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2013
10.4	<a href="#">Tax Matters Agreement, dated as of October 25, 2011, among ITT Corporation, Xylem Inc. and Exelis Inc.</a> Incorporated by reference to Exhibit 10.3 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2011 (File No. 001-05672).
10.5	<a href="#">Master Transition Services Agreement, dated as of October 25, 2011, among ITT Corporation, Xylem Inc. and Exelis Inc.</a> Incorporated by reference to Exhibit 10.4 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2011 (File No. 001-05672).
10.6	<a href="#">ITT Transitional Trademark License Agreement - Exelis, dated as of October 25, 2011, between ITT Manufacturing Enterprises LLC and Exelis Inc.</a> Incorporated by reference to Exhibit 10.5 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2011 (File No. 001-05672).
10.7	<a href="#">Master Lease Agreement and Master Sublease Agreement, dated as of October 25, 2011 and September 30, 2011, respectively</a> Incorporated by reference to Exhibit 10.6 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2011 (File No. 001-05672).
10.8	<a href="#">Five Year Competitive Advance and Revolving Credit Facility Agreement, dated as of November 25, 2014 among ITT Corporation and the Other Parties Signatory Thereto</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 8-K dated November 25, 2014 (File No. 001-05672).
10.9	<a href="#">Instrument of Assumption and Amendment Agreement, dated as of May 16, 2016, to the Five-Year Competitive Advance and Revolving Credit Facility Agreement, dated as of among ITT Inc., ITT LLC and the Administrative Agent</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 8-K dated May 16, 2016 (File No. 001-05672).
10.10	<a href="#">First Amendment to Five-Year Competitive Advance and Revolving Credit Facility Agreement, dated as of November 29, 2016, among ITT Inc. and the lenders party thereto</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 8-K dated November 30, 2016 (File No. 001-05672).
10.11	<a href="#">Second Amendment to Five-Year Competitive Advance and Revolving Credit Facility Agreement, dated as of June 1, 2018, among ITT Inc. and the lenders party thereto</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2018 (File No. 001-05672).
10.12	<a href="#">Third Amendment to Five-Year Competitive Advance and Revolving Credit Facility Agreement, dated as of November 5, 2019, among ITT Inc. and the lenders party thereto</a> Incorporated by reference to Exhibit 10.12 of ITT Inc.'s Form 10-K for the year ended December 31, 2019 (File No. 001-05672).
10.13	<a href="#">Credit Agreement, dated as of April 29, 2020, between ITT Inc. and U.S. Bank National Association</a> Incorporated by reference to Exhibit 10.5 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020 (File No. 001-05672)
10.14	<a href="#">Credit Agreement, dated as of April 29, 2020, between ITT Inc. and BNP Paribas</a> Incorporated by reference to Exhibit 10.6 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020 (File No. 001-05672)
10.15	<a href="#">Indenture between ITT Corporation and Union Bank N.A., as Trustee dated May 1, 2009</a> Incorporated by reference to Exhibit 4.3 of ITT Inc.'s Form S-3 dated September 18, 2015 (File No. 001-05672).

<b>Exhibit Number</b>	<b>Description</b>
10.16	<a href="#">First Supplemental Indenture, dated as of May 16, 2016, between ITT Corporation, ITT Inc. and MUFG Union Bank, N.A. as Trustee</a> Incorporated by reference to Exhibit 4.2 of ITT Inc.'s Post-Effective Amendment No.1 to Registration Statement on Form S-3 dated May 16, 2016 (File No. 333-207006).
10.17*	<a href="#">ITT Annual Incentive Plan for Executive Officers, amended and restated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.5 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2016 (File No. 001-05672).
10.18*	<a href="#">ITT Retirement Savings Plan (amended and restated effective January 1, 2020)</a>
10.19*	<a href="#">ITT Supplemental Retirement Savings Plan, amended and restated as of May 2, 2020</a>
10.20*	<a href="#">ITT Senior Executive Severance Pay Plan, amended and restated as of June 17, 2019</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2019 (File No. 001-05672).
10.21*	<a href="#">ITT Senior Executive Change in Control Severance Pay Plan, amended and restated as of June 17, 2019</a> Incorporated by reference to Exhibit 10.3 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2019 (File No. 001-05672).
10.22*	<a href="#">ITT Change in Control Severance Plan, amended and restated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.10 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2016 (File No. 001-05672).
10.23*	<a href="#">ITT Deferred Compensation Plan, as amended and restated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.4 of ITT Inc.'s Form 8-K dated May 16, 2016 (File No. 001-05672).
10.24*	<a href="#">ITT Deferred Compensation Plan for Non-Employee Directors, amended and restated as of December 31, 2019</a> Incorporated by reference to Exhibit 10.4 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020 (File No. 001-05672).
10.25*	<a href="#">Non-Employee Director Compensation Summary</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2019 (File No. 001-05672).
10.26*	<a href="#">2011 Omnibus Incentive Plan</a> Incorporated by reference to Exhibit 4.3 of ITT Inc.'s Registration Statement on Form S-8 as filed on October 28, 2011 (File No. 001-05672).
10.27*	<a href="#">ITT 2003 Equity Incentive Plan, amended and restated as of February 15, 2008 and approved by shareholders on May 13, 2008 (previously amended and restated as of July 13, 2004 and subsequently amended as of December 18, 2006) and previously known as ITT Industries, Inc. 2003 Equity Incentive Plan</a> Incorporated by reference to Exhibit 10.5 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2008 (File No. 001-05672).
10.28*	<a href="#">Omnibus Amendment to Long-Term Incentive Plans, dated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Current Report on Form 8-K dated May 16, 2016 (File No. 001-05672).
10.29*	<a href="#">Amendment to the ITT Consolidated Hourly Pension Plan, dated as of February 19, 2020</a> Incorporated by reference to Exhibit 10.3 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020 (File No. 001-05672).
10.30*	<a href="#">Consulting Agreement between Thomas Scalera and ITT Inc.</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended September 30, 2020 (File No. 001-05672).
10.31*	<a href="#">Form of 2020 Performance Unit Award Agreement</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020 (File No. 001-05672).
10.32*	<a href="#">Form of 2020 Restricted Stock Unit Award Agreement</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020 (File No. 001-05672).
10.33*	<a href="#">Form of 2019 Performance Unit Award Agreement</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2019 (File No. 001-05672).
10.34*	<a href="#">Form of 2019 Restricted Stock Unit Award Agreement</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2019 (File No. 001-05672).
10.35*	<a href="#">Form of 2018 Performance Unit Award Agreement</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2018 (File No. 001-05672).

<b>Exhibit Number</b>	<b>Description</b>
10.36*	<a href="#">Form of 2018 Restricted Stock Unit Award Agreement</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2018 (File No. 001-05672).
10.37	<a href="#">Form of ITT Inc. Indemnification Agreement with its directors and officers</a> Incorporated by reference to Exhibit 10.5 to ITT Inc.'s Form 8-K dated May 16, 2016 (File No. 001-05672).
21.1	<a href="#">Subsidiaries of the Registrant</a>
23.1	<a href="#">Consent of Deloitte &amp; Touche LLP</a>
31.1	<a href="#">Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101	The following materials from ITT Inc.'s Annual Report on Form 10-K for the year ended December 31, 2020, formatted in iXBRL ( inline Extensible Business Reporting Language): (i) Consolidated Statements of Operations, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Changes in Shareholders' Equity and (vi) Notes to the Consolidated Financial Statements
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Management compensatory plan

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ITT Inc.  
(Registrant)

By: \_\_\_\_\_ /S/ JOHN CAPELA

John Capela  
Vice President and Chief Accounting Officer  
(Principal Accounting Officer)

February 19, 2021



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

SIGNATURE	TITLE	DATE
<u>/S/ LUCA SAVI</u> <b>Luca Savi</b> <b>(Principal Executive Officer)</b>	Chief Executive Officer, President and Director	February 19, 2021
<u>/S/ EMMANUEL CAPRAIS</u> <b>Emmanuel Caprais</b> <b>(Principal Financial Officer)</b>	Senior Vice President and Chief Financial Officer	February 19, 2021
<u>/S/ JOHN CAPELA</u> <b>John Capela</b> <b>(Principal Accounting Officer)</b>	Vice President and Chief Accounting Officer	February 19, 2021
<u>/S/ ORLANDO D. ASHFORD</u> <b>Orlando D. Ashford</b>	Director	February 19, 2021
<u>/S/ GERAUD DARNIS</u> <b>Geraud Darnis</b>	Director	February 19, 2021
<u>/S/ DONALD DEFOSSET, JR.</u> <b>Donald DeFosset, Jr.</b>	Director	February 19, 2021
<u>/S/ NICHOLAS C. FANANDAKIS</u> <b>Nicholas C. Fanandakis</b>	Director	February 19, 2021
<u>/S/ RICHARD P. LAVIN</u> <b>Richard P. Lavin</b>	Director	February 19, 2021
<u>/S/ MARIO LONGHI</u> <b>Mario Longhi</b>	Director	February 19, 2021
<u>/S/ REBECCA A. MCDONALD</u> <b>Rebecca A. McDonald</b>	Director	February 19, 2021
<u>/S/ TIMOTHY H. POWERS</u> <b>Timothy H. Powers</b>	Director	February 19, 2021
<u>/S/ CHERYL L. SHAVERS</u> <b>Cheryl L. Shavers</b>	Director	February 19, 2021
<u>/S/ SABRINA SOUSSAN</u> <b>Sabrina Soussan</b>	Director	February 19, 2021

**ITT RETIREMENT SAVINGS PLAN**

**(As Amended and Restated Effective January 1, 2020)**

## TABLE OF CONTENTS

<a href="#"><u>ARTICLE 1 INTRODUCTION AND PURPOSE</u></a>	<a href="#"><u>1</u></a>
<a href="#"><u>ARTICLE 2 DEFINITIONS</u></a>	<a href="#"><u>2</u></a>
<a href="#"><u>ARTICLE 3 MEMBERSHIP</u></a>	<a href="#"><u>14</u></a>
<a href="#"><u>ARTICLE 4 MEMBER SAVINGS</u></a>	<a href="#"><u>16</u></a>
<a href="#"><u>ARTICLE 5 COMPANY CONTRIBUTIONS</u></a>	<a href="#"><u>26</u></a>
<a href="#"><u>ARTICLE 6 VESTED SHARE OF ACCOUNTS</u></a>	<a href="#"><u>31</u></a>
<a href="#"><u>ARTICLE 7 INVESTMENT OF CONTRIBUTIONS</u></a>	<a href="#"><u>31</u></a>
<a href="#"><u>ARTICLE 8 CREDITS TO MEMBERS' ACCOUNTS, VALUATION AND ALLOCATION OF ASSETS</u></a>	<a href="#"><u>35</u></a>
<a href="#"><u>ARTICLE 9 WITHDRAWALS PRIOR TO TERMINATION OF EMPLOYMENT</u></a>	<a href="#"><u>37</u></a>
<a href="#"><u>ARTICLE 10 LOANS</u></a>	<a href="#"><u>40</u></a>
<a href="#"><u>ARTICLE 11 DISTRIBUTIONS</u></a>	<a href="#"><u>44</u></a>
<a href="#"><u>ARTICLE 12 MANAGEMENT OF FUNDS</u></a>	<a href="#"><u>53</u></a>
<a href="#"><u>ARTICLE 13 ADMINISTRATION OF PLAN</u></a>	<a href="#"><u>54</u></a>
<a href="#"><u>ARTICLE 14 AMENDMENT AND TERMINATION</u></a>	<a href="#"><u>57</u></a>
<a href="#"><u>ARTICLE 15 TENDER OFFER</u></a>	<a href="#"><u>58</u></a>
<a href="#"><u>ARTICLE 16 GENERAL AND ADMINISTRATIVE PROVISIONS</u></a>	<a href="#"><u>59</u></a>
<a href="#"><u>ARTICLE 17 TOP-HEAVY PROVISIONS</u></a>	<a href="#"><u>61</u></a>
<a href="#"><u>ARTICLE 18 QUALIFIED DOMESTIC RELATIONS ORDERS</u></a>	<a href="#"><u>62</u></a>
<a href="#"><u>APPENDIX A</u></a>	<a href="#"><u>65</u></a>
<a href="#"><u>APPENDIX B</u></a>	<a href="#"><u>67</u></a>
<a href="#"><u>APPENDIX C</u></a>	<a href="#"><u>69</u></a>
<a href="#"><u>APPENDIX D</u></a>	<a href="#"><u>71</u></a>
<a href="#"><u>APPENDIX E</u></a>	<a href="#"><u>72</u></a>
<a href="#"><u>APPENDIX F</u></a>	<a href="#"><u>72</u></a>
<a href="#"><u>APPENDIX G</u></a>	<a href="#"><u>73</u></a>
<a href="#"><u>APPENDIX H</u></a>	<a href="#"><u>73</u></a>
<a href="#"><u>APPENDIX I</u></a>	<a href="#"><u>74</u></a>
<a href="#"><u>APPENDIX J</u></a>	<a href="#"><u>75</u></a>
<a href="#"><u>APPENDIX K</u></a>	<a href="#"><u>76</u></a>
<a href="#"><u>APPENDIX L</u></a>	<a href="#"><u>79</u></a>
<a href="#"><u>APPENDIX M</u></a>	<a href="#"><u>80</u></a>



## ITT RETIREMENT SAVINGS PLAN

(As Amended and Restated Effective January 1, 2020)

### ARTICLE 1

#### INTRODUCTION AND PURPOSE

The ITT Investment and Savings Plan for Salaried Employees (the "ISP") was established effective April 1, 1974 by ITT Corporation for the benefit of certain salaried employees. The ISP was subsequently renamed the ITT Salaried Investment and Savings Plan.

Effective October 31, 2011, ITT Corporation restructured into three separate publicly traded companies named ITT Corporation, Exelis Inc., and Xylem Inc. In connection with the restructuring, sponsorship of the ISP was transferred to Exelis Inc.

Also in connection with the restructuring, ITT Corporation (as in existence after the restructuring) established, effective as of October 31, 2011, the ITT Corporation Retirement Savings Plan for Salaried Employees (the "Plan"), for the eligible employees of the Corporation and its subsidiaries. Accounts in the ISP attributable to participants in the ISP who became employees on October 31, 2011 of ITT Corporation (as in existence after the restructuring) or any of its subsidiaries as well as accounts attributable to participants in the ISP who were former employees of the closed Water Technologies Division of Goulds Pumps were transferred to the Plan and that portion of the Plan constitutes a successor plan to the ISP.

Effective from January 1, 2012 through December 31, 2015, the Plan was designed to be a safe harbor plan with respect to before-tax savings (pursuant to Section 401(k)(12) of the Internal Revenue Code (the "Code")) and with respect to matching contributions (pursuant to Section 401(m)(11) of the Code).

Effective as of the close of business on December 31, 2012, the following qualified plans were merged into the Plan and accounts for each participant and beneficiary thereof were transferred to the Plan:

- ITT Koni Friction Products Savings Plan for Hourly Employees
- ITT Engineered Valves CA Pure Flo Solutions Group Savings Plan for Hourly Employees
- ITT Pure Flo Precision Savings Plan for Hourly Employees

Effective as of the close of business on December 31, 2013, the following qualified plans were merged into the Plan and accounts for each participant and beneficiary thereof were transferred to the Plan:

- ITT Aerospace Controls Savings Plan for Hourly Employees
- ITT Control Technologies Savings Plan for Hourly Employees
- ITT Cannon Savings Plan for Hourly Employees
- ITT BIW Connector Systems Employees' Savings Plan
- ITT Engineered Valves -- Fabri Savings Plan for Hourly Employees
- ITT Engineered Valves -- Lancaster Savings Plan for Hourly Employees

Effective January 1, 2014, the Plan was renamed the "ITT Corporation Retirement Savings Plan." In addition, effective January 1, 2014, assets and liabilities attributable to account balances transferred to the ITT Industrial Process Retirement Savings Plan for Bargaining Unit Employees (the "IPRSP") from the Pro Cast and Goulds Pumps Service Center Employees' Savings Plan (the "Pro Cast Plan") on December 31, 2013 were transferred from the IPRSP to the Plan for each former participant and beneficiary of the Pro Cast Plan.

Effective as of the close of business on December 31, 2015, the following qualified plans were merged into the Plan and accounts for each participant and beneficiary thereof were transferred to the Plan:

- AcousticFab, LLC 401(k) Plan
- Electrofilm Manufacturing Company, LLC 401(k) Plan
- Industrial Tube Company, LLC 401(k) Plan

Effective January 1, 2016, ITT Industries Holdings, Inc. became the Plan Sponsor and the Plan was renamed the "ITT Retirement Savings Plan."

Effective as of the close of business on September 4, 2018, the ITT Industrial Process Retirement Savings Plan for Bargaining Unit Employees was merged into the Plan and accounts for each participant and beneficiary thereof were transferred to the Plan.

The Plan, as amended and restated herein effective January 1, 2020, and such other dates as are expressly provided herein, is intended to constitute a profit sharing plan with an employee stock ownership plan ("ESOP") feature within the meaning of Section 4975(e) of the Code and a cash or deferred arrangement within the meaning of Section 401(k) of the Code. The portion of the Plan intended to qualify as an ESOP is designed to invest primarily in qualifying employer securities as such term is defined in Section 4975(e)(8) of the Code and is intended to comply with the distributions requirements of Section 409(o) of the Code.

The provisions of the Plan are conditioned upon the Plan's qualification under Section 401(a) of the Code and Company contributions being deductible under Section 404 of the Code. It is further intended that the Plan also conform to the requirements of Title I of ERISA and that the Trust be qualified under Section 501 of the Code.

## ARTICLE 2

### DEFINITIONS

- 2.1 "*Accounts*" shall mean, with respect to any Member or Deferred Member, his After-Tax Account, Before-Tax Account, Company Core Account, Company Floor Account, Company Matching Account, Industrial Process Transfer Contributions Account, Industrial Process Transition Credit Account, Merged Bargained Plan Matching Employer Contributions Account, Merged Employer Contributions Account, Merged Matching Employer Contributions Account, Prior Company Matching Account, Prior ESOP Account, Prior Plan Account, Rollover Account, Roth Account, Roth Rollover Account, Special Company Contribution Account, and Special Transition Contributions Account.
- 2.2 "*Actual Contribution Percentage*" shall mean, with respect to a specified group of employees referred to in Section 4.5, the average of the ratios, calculated separately for each employee in that group, of:
- (a) the After-Tax Savings and Company Matching Contributions (excluding Company Matching Contributions forfeited under Section 4.1 or 4.5) made by or on behalf of the employee for the Plan Year; to
  - (b) the employee's Statutory Compensation for a Plan Year.

Only Company Matching Contributions that are permitted to be taken into account under applicable Treasury Regulations for purposes of the test described in Section 4.5 shall be taken into account for purposes of calculating the Actual Contribution Percentage. An Actual Contribution Percentage shall be computed to the nearest one-hundredth of one percent of the employee's Statutory Compensation. For purposes of this calculation, the non-Highly Compensated Employee Actual Contribution Percentage shall be determined based on the then current Plan Year and the Highly Compensated Employee Actual Contribution Percentage shall also be determined for the then current Plan Year. For purposes of this Section, Statutory Compensation shall exclude compensation paid to the employee while he is not a Plan Member.

Notwithstanding the foregoing, effective for any Plan Year beginning on or after January 1, 2012, and before January 1, 2016, the Benefits Administration Committee may elect to calculate the Actual Contribution Percentage without regard to Company Matching Contributions.

- 2.3 "*Actual Deferral Percentage*" shall mean, with respect to a specified group of employees referred to in Section 4.1(d), the average of the ratios, calculated separately for each employee in that group, of:
- (a) the amount of Regular Before-Tax Savings and regular Roth Contributions made on the employee's behalf for a Plan Year under Section 4.1(a) and Section 4.7, respectively (including Regular Before-Tax Savings and regular Roth Contributions returned to a Highly Compensated Employee under Section 4.1(c)(ii) and Regular Before-Tax Savings and regular Roth Contributions returned to any employee under Section 4.1(c)(iii)); to
  - (b) the employee's Statutory Compensation for a Plan Year.

Such Actual Deferral Percentage shall be computed to the nearest one-hundredth of one percent of the employee's Statutory Compensation. For purposes of this calculation, the non-Highly Compensated Employee Actual Deferral Percentage shall be determined based on the then current Plan Year and the Highly Compensated Employee Actual Deferral Percentage shall also be determined for the then current Plan Year. For purposes of this Section, Statutory Compensation shall exclude compensation paid to the employee while he is not a Plan Member. For purposes of this Section, Regular Before-Tax Savings and regular Roth Contributions may be taken into account for a Plan Year only if they relate to compensation that either would have been received by the Member in the Plan Year but for the deferral election or are attributable to services performed by the Member in the Plan Year and would have been received by the Member within 2½ months after the close of the Plan Year but for the deferral election; are allocated to the Member as of a date within that Plan Year and the allocation is not contingent on the participation or performance of service after such date; and are actually paid to the Trustees no later than 12 months after the end of the Plan Year to which the contributions relate.

2.4 "After-Tax Account" shall mean that portion of the Trust Fund, which, with respect to any Member or Deferred Member, is attributable to:

- (a) After-Tax Savings made to the Plan under Section 4.2; and
- (b) any amounts that are attributable to after-tax contributions made to the ISP, the Merged Frozen Plans, the Merged Plans, the Merged Bargained Plan, or any other qualified profit sharing or other defined contribution plan previously in effect at the Company or an Associated Company and that are transferred to the Plan on the Member's behalf,

plus any investment earnings and gains or losses on such amounts.

2.5 "After-Tax Savings" shall mean the contributions made by a Member pursuant to Section 4.2.

2.6 "Associated Company" shall mean any division, subsidiary or affiliated company of ITT which is:

- (a) a component member of a controlled group of corporations (as defined in Section 414(b) of the Code), which controlled group of corporations includes as a component member ITT;
- (b) any trade or business under common control (as defined in Section 414(c) of the Code) with ITT;
- (c) any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Section 414(m) of the Code) which includes ITT; or
- (d) any other entity required to be aggregated with ITT pursuant to regulations under Section 414(o) of the Code,

during the period it is described in (a), (b), (c), or (d). Notwithstanding the foregoing, for purposes of Section 5.4(a) of the Plan the definitions of Section 414(b) and (c) of the Code shall be modified by substituting the phrase "more than 50 percent" for the phrase "at least 80 percent" each place it appears in Section 1563(a)(1) of the Code.

2.7 "Before-Tax Account" shall mean that portion of the Trust Fund, which, with respect to any Member or Deferred Member, is attributable to:

- (a) Regular Before-Tax Savings made to the Plan under Section 4.1(a);
- (b) Catch-Up Contributions made to the Plan under Section 4.1(b); and
- (c) any amounts that are attributable to before-tax contributions (including catch-up contributions) made to the ISP, the Merged Frozen Plans, the Merged Hartzell Plans, the Merged Plans, the Merged Bargained Plan, the Merged Industrial Process Plan, or any other qualified profit sharing or other defined contribution plan previously in effect at the Company or an Associated Company and that are transferred to the Plan on the Member's behalf, plus any investment earnings and gains or losses on such amounts.

2.8 “*Before-Tax Savings*” shall mean:

- (a) Regular Before-Tax Savings made on a Member’s behalf under Section 4.1(a); and
- (b) Catch-Up Contributions made on a Member’s behalf under Section 4.1(b).

2.9 “*Beneficiary*” shall mean such primary beneficiary or beneficiaries as may be designated from time to time by the Member or Deferred Member, in accordance with procedures prescribed by the Benefits Administration Committee for such purpose, to receive, in the event of the Member’s or Deferred Member’s death, the value of the Vested Share of his Accounts at the time of his death. If more than one Beneficiary is designated, the percentage payable to each Beneficiary must be designated. A Member or Deferred Member may also designate a contingent Beneficiary to receive the value of the Vested Share of his Accounts at the time of the Member’s or Deferred Member’s death in the event the primary beneficiary predeceases the Member or Deferred Member, or, if there is more than one primary beneficiary, in the event all primary beneficiaries predecease the Member or Deferred Member. In the event that more than one primary Beneficiary is named (or, in the event of the death of all of the primary Beneficiaries, more than one contingent Beneficiary is named), they shall share equally in the value of the Vested Share of the Member’s or Deferred Member’s Accounts unless the Member or Deferred Member shall have designated different percentages for the different Beneficiaries. Unless otherwise specified by the Member or Deferred Member, the designation of any primary Beneficiary or contingent Beneficiary who subsequently predeceases the Member or Deferred Member shall be deemed void and have no further effect. In accordance with applicable Treasury Regulations, a trust may be designated as either a primary or contingent Beneficiary. Except as hereinafter provided, in the case of a Member or Deferred Member who is married, the sole Beneficiary shall be the Member’s or Deferred Member’s spouse unless such spouse consents in writing on a form witnessed by a notary public to the designation of another person as primary Beneficiary. Such consent shall be irrevocable with respect to such Beneficiary designation. In the case of a Member or Deferred Member who incurs a divorce under applicable State law prior to commencing benefits under the Plan, such Member’s or Deferred Member’s designation of a named Beneficiary shall remain valid unless otherwise provided in a qualified domestic relations order (as described in Article 18 of the Plan) or unless such Member or Deferred Member changes his named Beneficiary or is subsequently remarried. If no Beneficiary designation is in effect at the Member’s or Deferred Member’s death or if no person, persons or entity so designated survives the Member or Deferred Member, the Member’s or Deferred Member’s surviving spouse, if any, shall be the sole Beneficiary; otherwise the Beneficiary shall be the personal representative of the estate of the Member or Deferred Member.

2.10 “*Benefits Administration Committee*” shall mean the Benefits Administration Committee established from time to time pursuant to Article 13 for the purposes of administering the Plan.

2.11 “*Board of Directors*” shall mean the Board of Directors of ITT or the Plan Sponsor or of any successor of either.

2.12 “*CARES Act*” shall mean the Coronavirus Aid, Relief, and Economic Security Act of 2020.

2.13 “*Catch-Up Contributions*” shall mean Before-Tax Savings or Roth Contributions made to the Plan pursuant to Section 4.1(b) or Section 4.7, respectively, that constitute catch-up contributions under Section 414(v) of the Code.

2.14 “*Code*” shall mean the Internal Revenue Code of 1986, as amended from time to time. References to any section of the Code shall include any successor provision thereto.

2.15 “*Company*” shall mean the Plan Sponsor and each other entity located in the continental United States that is an Associated Company as of January 1, 2016, and, effective as of the time that Rheinhuetten Pumps, LLC became an Associated Company, Rheinhuetten Pumps, LLC (and any successor to any such entities), each with respect to its Employees. Notwithstanding the foregoing, (a) an entity shall cease to be part of the Company when such entity ceases to be an Associated Company, (b) “*Company*” shall not include (i) before January 1, 2017, Wolverine Advanced Materials, LLC, and (ii) Wolverine Automotive Holdings, Inc. and WC Wolverine Holdings, Inc. Before January 1, 2016, “*Company*” shall mean ITT with respect to its Employees, any Participating Division with respect to its Employees, and any Participating Corporation with respect to its Employees.

2.16 “*Company Core Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to Company Core Contributions or “*Core Employer Contributions*” under the Merged



Industrial Process Plan that were transferred to the Plan on September 4, 2018, and any investment earnings and gains or losses thereon.

- 2.17 “*Company Core Contributions*” shall mean Company Core Contributions made pursuant to Section 5.2.
- 2.18 “*Company Floor Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to his “Company Floor Account” under the ISP that was transferred from the ISP to the Plan and any investment earnings and gains or losses on such account in the Plan.
- 2.19 “*Company Matching Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to Company Matching Contributions and any investment earnings and gains or losses thereon.
- 2.20 “*Company Matching Contributions*” shall mean Company Matching Contributions made pursuant to Section 5.1.
- 2.21 “*Contributing Member*” shall mean a Member who is making Before-Tax Savings, Roth Contributions, and/or After-Tax Savings.
- 2.22 “*Coronavirus Qualified Individual*” shall mean an individual whom the Benefits Administration Committee determines meets one or more of the following conditions:
- (a) The individual is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;
  - (b) The individual’s spouse or dependent (as defined in section 2202(a)(4)(A)(ii)(II) of the CARES Act) is diagnosed with such virus or disease by such a test; or
  - (c) The individual experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury (or the Secretary’s delegate).

The Savings Plan Administrator may rely on the individual’s certification that he or she meets one of the above criteria so long as the Savings Plan Administrator does not have actual knowledge to the contrary.

- 2.23 “*Coronavirus-Related Distribution*” shall mean a distribution made pursuant to Section 9.4 to a Coronavirus Qualified Individual.
- 2.24 “*Deferred Member*” shall mean:
- (a) a Member who has terminated employment with the Company and all Associated Companies and who has not received a complete distribution of the Vested Share of his Accounts;
  - (b) the spouse Beneficiary of a deceased Member or Deferred Member;
  - (c) an alternate payee designated as such pursuant to a domestic relations order as qualified by the Plan pursuant to Article 18;
  - (d) an individual who (i) is a former employee of the Water Technologies Division of Goulds Pumps, (ii) had an account transferred to the Plan from the ISP, and (iii) has not received a complete distribution of the Vested Share of his Accounts; or
  - (e) an individual who (i) had an account transferred to the Plan from a Merged Frozen Plan, a Merged Hartzell Plan, a Merged Plan, the Merged Bargained Plan, or the Merged Industrial Process Plan, (ii) has not been a Member, (iii) was not a beneficiary under the transferor plan, and (iv) has not received complete distribution of the Vested Share of his Accounts.

- 2.25 “*Disability*” shall mean, with respect to a Member, the total disability of such Member as defined under any long term disability plan maintained by the Company for employees who are similarly situated as of the date the disability occurs. If a Member qualifies for benefits under such plan, then he shall be deemed to be totally disabled as determined by the insurance company that insures such plan. A Member who does not qualify for benefits under such plan because he has elected not to participate in such plan or because of a plan limitation shall be deemed to be totally disabled if the insurance company insuring such plan determines that he would have qualified for benefits under such plan if he had elected to participate therein or if he otherwise would have qualified absent the plan limitation. For purposes of this Plan, the effective date of disability shall be the later of the date of disability as defined in the applicable disability plan or the date as of which the applicable insurance company issues its determination of total disability.
- 2.26 “*Earnings*” shall mean the amount of income, if any, to be returned with any excess deferrals, excess contributions, or excess aggregate contributions under Section 4.1 or 4.5 for the Plan Year, as determined in accordance with applicable law and regulations prescribed by the Secretary of the Treasury under the provisions of Sections 402(g), 401(k) and 401(m) of the Code.
- 2.27 “*Effective Date*” shall mean October 31, 2011 with respect to ITT and any Participating Corporations and Participating Divisions that enter the Plan as of such date. With respect to Participating Corporations and Participating Divisions that began their participation in the Plan after such date and before January 1, 2016, or Associated Companies that began their participation in the Plan on or after January 1, 2016, “*Effective Date*” shall mean the date as of which such Participating Corporation, Participating Division, or Associated Company begins its participation in the Plan.
- 2.28 “*Employee*” shall mean any person regularly employed by the Company who is paid from a payroll maintained in the continental United States, and who receives regular and stated compensation other than a pension or retainer. Before January 1, 2014, a person was an Employee only if the person was considered a salaried employee for purposes of the Company’s employee benefit plans.

Notwithstanding the foregoing, except as the Board of Directors or the Benefits Administration Committee, pursuant to authority delegated to it by the Board of Directors, may otherwise provide on a basis uniformly applicable to all persons similarly situated, the following individuals shall not be considered “Employees” for purposes of the Plan:

- (a) any individual who is accruing service under a qualified retirement plan maintained by the Company or any Associated Company or any other retirement plan of the Company or any Associated Company as shall be specified by the Board of Directors from time to time and any individual who is eligible to participate in a retirement plan of the Company or any Associated Company that is maintained outside of the United States;
- (b) any individual whose terms and conditions of employment are determined by a collective bargaining agreement with the Company, which does not make this Plan applicable to him, except that, beginning September 4, 2018, Industrial Process Employees shall be considered “Employees” for purposes of the Plan;
- (c) any individual who is a Leased Employee;
- (d) any individual who is engaged by the Company to perform services for the Company or an Associated Company in a relationship (i) that the Company characterizes as other than an employment relationship, or (ii) that the individual has agreed is not an employment relationship and has waived his rights to coverage as an employee, such as where the Company engages the individual to perform services as an independent contractor, even if a determination is made by the Internal Revenue Service or other governmental agency or court, after the individual is engaged to perform such services, that the individual is an employee of the Company or an Associated Company for purposes of the Code;
- (e) any individual:
  - (i) who is regularly employed by the Company in a permanent position (as distinguished from a temporary assignment); and

- (ii) whose primary place of employment with the Company is outside of the United States; and
  - (iii) who has his primary residence outside of the United States;
- (f) any individual:
- (i) who is paid from a payroll maintained in the continental United States; and
  - (ii) who is not a United States citizen or a resident alien (as defined in Section 7701(b) of the Code); and
  - (iii) who is employed by the Company or an Associated Company on a temporary assignment in the United States;
- (g) any individual who is a nonresident alien with no U. S. source income; and
- (h) any individual who is a bona fide resident of Puerto Rico.

The term “employee,” as used in this Plan, means any individual who is employed by the Company or an Associated Company as a common law employee of the Company or Associated Company, regardless of whether the individual is an “Employee,” and any Leased Employee.

2.29 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

2.30 “ESOP” shall mean that portion of the Plan that consists of amounts invested in the ITT Stock Fund.

2.31 “Exelis Stock” shall mean common stock of Exelis Inc.

2.32 “Exelis Stock Fund” shall mean the Investment Fund under the Plan that is invested in Exelis Stock.

2.33 “Highly Compensated Employee” shall mean, with respect to any Plan Year, any employee who (a) in the Plan Year or the “look-back year” (which shall be the immediately preceding Plan Year) was a 5-percent owner (as defined in Section 416(i) of the Code), or (b) in the “look-back year” (which shall be the immediately preceding Plan Year) earned annual Statutory Compensation from the Company or an Associated Company that exceeds a dollar amount that is indexed annually and is determined pursuant to Section 414(q)(1)(B) of the Code.

The threshold referred to in (b) shall be adjusted from time to time for cost of living in accordance with Section 414(q) of the Code.

Notwithstanding the foregoing, with respect to the first and second Plan Years, the “look-back years” under (a) and (b) above shall be the 12-month period preceding the Plan Year.

For purposes of this Section, employees who are nonresident aliens and who receive no earned income from the Company or an Associated Company that constitutes income from sources within the United States shall be disregarded for all purposes of this Section. The provisions of this Section shall be further subject to such additional requirements as shall be described in Section 414(q) of the Code and its applicable regulations, which shall override any aspects of this Section inconsistent therewith.

2.34 “Hours Worked” shall mean hours for which an employee is compensated by the Company or by an Associated Company whether or not he has worked, such as paid holidays, paid vacation, paid sick leave and paid time off, and back pay for the period for which it was awarded, and each such hour shall be computed as only one hour, even though he is compensated at more than the straight time rate. With respect to any period for which an employee is compensated but has not worked, hours counted shall be included on the basis of the Employee’s normal workday or workweek. This definition of Hours Worked shall be applied in compliance with 29 Code of Federal Regulations Section 2530.200b-2(b) and (c), as promulgated by the United States Department of Labor, in a consistent and nondiscriminatory manner.

- 2.35 “*Industrial Process Employee*” shall mean an Employee who (i) is an hourly person employed by the Seneca Falls or West Virginia Pro Shop division of Goulds Pumps (IPG) LLC or its successor and (ii) is a member of a bargaining unit with a collective bargaining agreement which makes available to him a single-employer defined contribution plan sponsored or maintained by Goulds Pumps (IPG) LLC or its successor at the above locations.
- 2.36 “*Industrial Process Transfer Contributions Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to “Transfer Contributions” under the Merged Industrial Process Plan that was transferred to the Plan on September 4, 2018, and any investment earnings and gains or losses thereon.
- 2.37 “*Industrial Process Transition Credit Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to “Transition Credits” under the Merged Industrial Process Plan that were transferred to the Plan on September 4, 2018, and any investment earnings and gains or losses thereon. Such “Transition Credits” shall be treated as Company Core Contributions except as otherwise specified herein.
- 2.38 “*IRS*” shall mean the Internal Revenue Service.
- 2.39 “*Investment Fund*” shall mean the separate funds in which contributions to the Plan are invested in accordance with Article 7.
- 2.40 “*ISP*” shall mean the ITT Salaried Investment and Savings Plan (including certain provisions that were included in a predecessor plan that was named the Pre-Distribution ITT Plan) that was maintained by ITT Corporation as in existence prior to October 31, 2011 and the sponsorship of which was transferred to Exelis Inc. effective October 31, 2011.
- 2.41 “*ITT*” shall mean ITT Corporation (as restructured effective October 31, 2011) or its successor.
- 2.42 “*ITT Stock*” shall mean common stock of ITT.
- 2.43 “*ITT Stock Fund*” shall mean the Investment Fund offered under the Plan that is invested in ITT Stock.
- 2.44 “*Leased Employee*” shall mean any person (other than a common law employee of the Company or an Associated Company) who, pursuant to an agreement between the Company and any other person (“leasing organization”) has performed services for the Company or an Associated Company or any related persons determined in accordance with Section 414(n)(6) of the Code on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction of or control by the Company or an Associated Company. In the case of any person who is a Leased Employee (or who would qualify as a Leased Employee but for the requirement that substantially full-time service be performed for one year) before or after a period of service as an employee, the entire period during which he has performed services as a Leased Employee shall be counted as service as an employee for all purposes of the Plan, except that he shall not, by reason of that status, become a Member of the Plan.
- 2.45 “*Loan Valuation Date*” shall mean the business day on which a Member’s proper application for a loan under the Plan is received by the Savings Plan Administrator, or its designee.
- 2.46 “*Member*” shall mean any person who has become a Member as provided in Article 3.
- 2.47 “*Merged Bargained Plan*” shall mean the ITT Engineered Valves -- Lancaster Savings Plan for Hourly Employees, which was merged into the Plan as of the close of business on December 31, 2013. Special rules for individuals with accounts transferred from the Merged Bargained Plan are set forth in Appendix K.
- 2.48 “*Merged Bargained Plan Matching Employer Contributions Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to his “Matching Employer Contributions Account” under the Merged Bargained Plan that was transferred to the Plan on December 31, 2013, plus investment earnings and gains and losses on such account under the Plan.
- 2.49 “*Merged Frozen Plan*” or *Merged Frozen Plans*” shall mean one or more of the ITT Koni Friction Products Savings Plan for Hourly Employees, ITT Engineered Valves CA Pure Flo Solutions Group Savings Plan for Hourly

Employees, and the ITT Pure Flo Precision Savings Plan for Hourly Employees, which were merged into the Plan as of the close of business on December 31, 2012. Special rules for individuals with accounts transferred from the Merged Frozen Plans are set forth in Appendix I. As of December 31, 2012, no participants in the Merged Frozen Plans were employed by the Company or an Associated Company.

- 2.50 *Merged Hartzell Plan*” or *Merged Hartzell Plans*” shall mean one or more of the AcousticFab, LLC 401(k) Plan, the Electrofilm Manufacturing Company, LLC 401(k) Plan, and the Industrial Tube Company, LLC 401(k) Plan, which were merged into the Plan as of the close of business on December 31, 2015, Special rules for individuals with accounts transferred from the Merged Hartzell Plans are set forth in Appendix L.
- 2.51 *“Merged Plan” or “Merged Plans”* shall mean one or more of the ITT Aerospace Controls Savings Plan for Hourly Employees, the ITT Control Technologies Savings Plan for Hourly Employees (reflecting the merger into that plan of the ITT Conoflow Savings Plan for Hourly Employees as of December 31, 2012) , the ITT Cannon Savings Plan for Hourly Employees, the ITT BIW Connector Systems Employees’ Savings Plan, and the ITT Engineered Valves -- Fabri Savings Plan for Hourly Employees, which were merged into the Plan as of the close of business on December 31, 2013, or the Pro Cast and Goulds Pumps Service Center Employees’ Savings Plan (the “Pro Cast Plan”), the assets and liabilities of which were transferred to the Plan from the ITT Industrial Process Retirement Savings Plan for Bargaining Unit Employees on January 1, 2014. Special rules for individuals with accounts transferred from the Merged Plans are set forth in Appendix J.
- 2.52 *“Merged Employer Contributions Account”* shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to his “Floor Employer Contributions Account” under the ITT Koni Friction Products Savings Plan for Hourly Employees that was transferred to the Plan on December 31, 2012, his “Floor Employer Contributions Account” under the ITT Aerospace Controls Savings Plan for Hourly Employees that was transferred to the Plan on December 31, 2013, or his “Employer Discretionary Contribution Subaccount” under a Merged Hartzell Plan that was transferred to the Plan on December 31, 2015, plus investment earnings and gains and losses on such account under the Plan.
- 2.53 *“Merged Industrial Process Plan”* shall mean the ITT Industrial Process Retirement Savings Plan for Bargaining Unit Employees, the assets and liabilities of which were transferred to the Plan on September 4, 2018. Special rules for individuals with accounts transferred from the Merged Industrial Process Plan are set forth in Appendix M.
- 2.54 *“Merged Matching Employer Contributions Account”* shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to his “Matching Employer Contributions Account” under (a) one of the Merged Frozen Plans that was transferred to the Plan on December 31, 2012, (b) one of the Merged Plans that was transferred to the Plan on December 31, 2013, (c) the Pro Cast and Goulds Pumps Service Center Employees’ Savings Plan that was transferred to the Plan on January 1, 2014, (d) one of the Merged Hartzell Plans that was transferred to the Plan on December 31, 2015, and/or (e) the Merged Industrial Process Plan that was transferred to the Plan on September 4, 2018, plus investment earnings and gains and losses on such account under the Plan.
- 2.55 *“Non-U.S. Citizen Employee”* shall mean any person regularly employed by the Company who is:
- (a) not a citizen of the United States or a resident alien;
  - (b) paid from a payroll maintained in the continental United States; and
  - (c) employed by the Company in a permanent position (as distinguished from a temporary assignment).
- 2.56 *“Participating Corporation”* shall mean, prior to January 1, 2016, any subsidiary or affiliated company of ITT or designated division(s) or unit(s) only of such subsidiary or affiliate which, by appropriate action of the board of directors of ITT or by a designated officer of ITT pursuant to authorization delegated to him by the board of directors of ITT was designated as a Participating Corporation in the Plan as to all of its employees or as to the employees of one or more of its operating or other units and the board of directors of which shall have taken appropriate action to adopt this Plan.

- 2.57 “*Participating Division*” shall mean, prior to January 1, 2016, any division of ITT or designated unit(s) only of such division which by appropriate action of the board of directors of ITT or by a designated officer of ITT pursuant to authorization delegated to him by the board of directors of ITT was designated as a Participating Division in this Plan.
- 2.58 “*Permanent and Total Disability*” shall mean presumably permanent incapacity in accordance with the Federal Social Security Act occurring while an Employee and resulting in a Member’s being unable to engage in any regular gainful employment or occupation by reasons of any medically demonstrable physical or mental condition. Such disability shall be deemed to exist only when a written application has been filed with the Benefits Administration Committee by or on behalf of such Member and when such disability is certified to the Benefits Administration Committee by a licensed physician approved by the Benefits Administration Committee, provided that such disability will not be considered established unless it has continued for a period of not less than six months.
- 2.59 “*PFTIC*” shall mean the ITT Pension Fund Trust and Investment Committee or its successor established from time to time pursuant to Section 12.1.
- 2.60 “*Plan*” shall mean the ITT Retirement Savings Plan as set forth herein or as amended from time to time. Before January 1, 2014, the Plan was known as the “ITT Corporation Retirement Savings Plan for Salaried Employees,” and from January 1, 2014 through December 31, 2015, the Plan was known as the “ITT Corporation Retirement Savings Plan.”
- 2.61 “*Plan Sponsor*” shall mean ITT Industries Holdings, Inc., the entity that sponsors the Plan effective January 1, 2016, or its successor.
- 2.62 “*Plan Year*” shall mean the calendar year, provided that the first Plan Year shall be the period from October 31, 2011 through December 31, 2011.
- 2.63 “*Prior Company Matching Account*” shall mean that portion of the Trust Fund, which, with respect to any Member or Deferred Member, is attributable to his “Company Matching Contribution Account” under the ISP that was transferred from the ISP to the Plan, plus investment earnings and gains or losses on such account in the Plan.
- 2.64 “*Prior ESOP Account*” shall mean that portion of the Trust Fund, which, with respect to any Member or Deferred Member, is attributable to his “Prior ESOP Account” under the ISP that was transferred from the ISP to the Plan, plus investment earnings and gains or losses.
- 2.65 “*Prior Plan Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to his “Prior Plan Account” under the ISP that was transferred from the ISP to the Plan, plus investment earnings and gains or losses.
- 2.66 “*Regular Before-Tax Savings*” shall mean Before-Tax Savings made on a Member’s behalf under Section 4.1(a).
- 2.67 “*Rollover Account*” shall mean the portion of the Trust Fund, which, with respect to a Member or Deferred Member, is attributable to
- (a) Rollover Contributions other than Roth Rollover Contributions made to the Plan under Section 4.4; and
  - (b) any amounts that are attributable to rollover contributions made to the ISP, the Merged Frozen Plans, the Merged Hartzell Plans, the Merged Plans, the Merged Bargained Plan, the Merged Industrial Process Plan, or to any other qualified profit sharing or other defined contribution plan previously in effect at the Company or an Associated Company and that are transferred to the Plan on the Member’s behalf,
- plus any investment earnings and gains or losses on such amounts. After-tax Rollover Contributions shall be accounted for separately in the Rollover Account.
- 2.68 “*Rollover Contributions*” shall mean the contributions made by a Member pursuant to Section 4.4.

- 2.69 “*Roth Account*” shall mean that portion of the Trust Fund, which, with respect to a Member or Deferred Member, is attributable to his Roth Contributions, plus any investment earnings and gains or losses on such amounts.
- 2.70 “*Roth Contributions*” shall mean regular Roth Contributions and Roth Catch-up Contributions made on a Member’s behalf under Section 4.7 on or after February 1, 2015.
- 2.71 “*Roth Rollover Account*” shall mean that portion of the Trust Fund, which with respect to a Member or Deferred Member, is attributable to his Roth Rollover Contributions, plus any investment earnings and gains or losses on such amounts.
- 2.72 “*Roth Rollover Contributions*” shall mean Rollover Contributions made by a Member pursuant to Section 4.4(b)(ii) on or after February 1, 2015 that are attributable to Roth amounts.
- 2.73 “*Salary*” shall mean an Employee’s total remuneration from the Company for services rendered while a Member during a Plan Year, including annual base salary, overtime, shift differentials, commissions, regularly occurring incentive pay, and differential wage payments (as defined in Section 3401(h)(2) of the Code), all as determined prior to any deferral election pursuant to Section 4.1(a), any deferral election pursuant to Section 125 of the Code, and any deferral election for a qualified transportation fringe under Section 132(f) of the Code and excluding:
- (a) foreign service allowances, separation pay, or, in accordance with rules uniformly applicable to all Members similarly situated and as interpreted by the Benefits Administration Committee, special bonuses, special commissions, and other special pay or allowances of similar nature; and
  - (b) the cost of any public or private employee benefit plan, including the Plan; and
  - (c) amounts excluded for certain Union Employees pursuant to Appendix K.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual Salary of each Member taken into account under the Plan for any Plan Year shall not exceed \$200,000, as adjusted by the Secretary of the Treasury to reflect cost-of-living adjustments in accordance with Section 401(a)(17)(B) of the Code (and prorated to the extent required under Section 401(a)(17) of the Code when Salary is taken into account for a period of less than 12 months).

For purposes of Before-Tax Savings and Roth Contributions, Salary shall not include amounts that are excluded from compensation within the meaning of Section 415(c)(3) of the Code and Section 1.415(c)-(2) of the regulations thereunder.

- 2.74 “*Savings*” shall mean the After-Tax Savings contributed by a Member and the Before-Tax Savings contributed on a Member’s behalf.
- 2.75 “*Savings Plan Administrator*” shall mean the Benefits Administration Committee or its delegate.
- 2.76 “*Self-Directed Brokerage Account*” or “*SDA*” shall mean an Investment Fund that is a self-directed brokerage account established by a Member, as described in Section 7.1(b).
- 2.77 “*Service*” shall mean the period of elapsed time beginning on the date an employee commences employment with the Company or any Associated Company or predecessor company of ITT, and ending on his most recent Severance Date, subject to the following:
- (a) Notwithstanding anything contained herein to the contrary, with respect to an Employee who is employed by the Company on October 31, 2011, such Employee shall be credited with “*Service*” he had earned under the ISP prior to October 31, 2011.

With respect to an individual who:

- (i) was an employee of ITT Corporation or one of its subsidiaries on October 30, 2011;

- (ii) became an employee of Exelis Inc. or Xylem Inc. on October 31, 2011; and
- (iii) becomes an Employee immediately following termination of employment with Exelis Inc. or Xylem Inc. and prior to March 1, 2012,

if such Employee had accrued "Service" under the ISP prior to October 31, 2011, his prior "Service" under the ISP shall be credited under the Plan as of the date he becomes an Employee after October 31, 2011 and before March 1, 2012.

- (b) If an Employee terminates employment and is later reemployed within 12 months of the earlier of (i) his date of termination, or (ii) the first day of an absence from service immediately preceding his date of termination, the period between his Severance Date and his date of reemployment shall be included in his Service. Effective solely with respect to a Member who is an Employee on or after January 1, 2014, Service used to determine such Member's points for purposes of Company Core Contributions under Section 5.2(a) and Transition Credit Contributions under Section B of Appendix A, as applicable, earned on or after January 1, 2014, shall include the period between any Severance Date incurred by the Member and his subsequent date of reemployment, regardless of the length of his absence from employment.
- (c) If an Employee terminates and is later reemployed, the period of service prior to his Severance Date shall be included in his Service, regardless of the length of his absence from employment.
- (d) Under the circumstances hereinafter stated and upon such conditions as the Benefits Administration Committee shall determine on a basis uniformly applicable to all Employees similarly situated, the period of Service of an Employee shall be deemed not to be interrupted by an absence of the type hereinafter stated and the period of such absence shall be included in determining the length of an Employee's Service:
  - (i) if a leave of absence has been authorized by the Company or any subsidiary or affiliate of the Company, for the period of such authorized leave of absence only; or
  - (ii) if an Employee enters service in the uniformed services of the United States and if such individual's right to re-employment is protected by the Uniformed Services Employment and Reemployment Rights Act of 1994 or any similar law then in effect and if the individual returns to regular employment within the period during which the right to reemployment is protected by any such law. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.
- (e) If a Member dies while performing qualified military service (as defined in Section 414(u) of the Code) and while his reemployment rights are protected by the Uniformed Services Employment and Reemployment Rights Act of 1994, his period of time in qualified military service through the date of his death shall be included in his Service.
- (f) Any individual who was not an employee of Rheinhuette Pumps, LLC as of the time that Rheinhuette Pumps, LLC became an Associated Company shall not be credited with "Service" for any period of employment with Rheinhuette Pumps, LLC prior to the time that Rheinhuette Pumps, LLC became an Associated Company.

2.78 "Severance Date" shall mean with respect to employment with the Company and all Associated Companies:

- (a) Except as provided in (b) below, the earlier of:
  - (i) the date an Employee quits, is discharged, retires or dies; or
  - (ii) the first anniversary of the date on which he is first absent from service, with or without pay, for any reason other than discharge, retirement or death, such as vacation, sickness, disability, layoff or leave of absence.



(b) If Service is interrupted for maternity or paternity reasons, meaning an interruption of Service by reason of the pregnancy of the Employee; the birth of a child of the Employee; the placement of a child with the Employee by reason of adoption; or for purposes of caring for a newborn child of the Employee immediately following the birth or adoption of the newborn, then the Severance Date shall be the earlier of:

(i) the date he quits, is discharged, retires or dies; or

(ii) the second anniversary of the date on which he is first absent from service.

2.79 “*Special Company Contribution Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to Special Company Contributions and any investment earnings and gains or losses thereon.

2.80 “*Special Company Contributions*” shall mean Special DC Credit Contributions and Transition Credit Contributions made pursuant to Appendix A.

2.81 “*Special Transition Contributions*” shall mean Special Transition Contributions made pursuant to Appendix K.

2.82 “*Special Transition Contributions Account*” shall mean that portion of the Trust Fund which, with respect to any Member or Deferred Member, is attributable to Special Transition Contributions plus any investment earnings and gains or losses on such amounts.

2.83 “*Statutory Compensation*” shall mean total wages and other compensation paid to or for the Member by the Company or by an Associated Company as reported on the Member’s Form W-2, Wage and Tax Statement, plus elective contributions under Sections 125, 132(f)(4), 402(g)(3) and 414(v) of the Code. In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the maximum amount of Statutory Compensation, taken into account under the Plan for any Plan Year for any Member shall not exceed \$200,000, as adjusted by the Secretary of the Treasury to reflect cost-of-living adjustments in accordance with Section 401(a)(17)(B) of the Code. Statutory Compensation shall also include:

(a) salary continuation payments for military service as described in Treasury Regulation Section 1.415(c)-2(e)(4);

(b) compensation paid after severance from employment as described in Treasury Regulation Section 1.415(c)-2(e)(3)(i), (ii) and (iii) (A);

(c) foreign income as described in Treasury Regulation Section 1.415(c)-2(g)(5)(i), excluding amounts described in Treasury Regulation Section 1.415(c)-2(g)(5)(ii); and

(d) differential wage payments (as defined in Section 3401(h)(2) of the Code) paid by the Company or an Associated Company with respect to any period during which an individual is performing service in the uniformed services (as defined in Section 3401(h)(2)(A) of the Code).

Payments not described above, including, but not limited to, amounts described in Treasury Regulation Section 1.415(c)-2(e)(3)(iii)(B) and (iv), shall not be considered Statutory Compensation if paid after severance from employment, even if such amounts are paid by the later of 2½ months after the date of severance from employment or the end of the Plan Year that includes the date of severance from employment.

2.84 “*Target Retirement Fund*” shall mean a fund managed by a provider designated by the PFTIC that is designed for investors who will retire at or around a specified date. The allocation to different asset classes will change over time and the fund will become increasingly conservative as the specified retirement date approaches.

2.85 “*Termination of Employment*” shall mean severance from the employment of the Company and all Associated Companies for any reason, including, but not limited to, retirement, death, disability, resignation or dismissal by the Company or an Associated Company; provided, however, that transfer in employment between the Company and any Associated Company shall not be deemed to be “Termination of Employment.” With respect to any leave of absence and any period of service in the uniformed services of the United States, Section 2.77 shall govern.

Notwithstanding the foregoing, at such time as a Member who is absent from service with the Company due to a layoff no longer has recall rights under the Company's applicable layoff policy (if any), such Member's employment shall be terminated.

- 2.86 "Trust Fund" shall mean the aggregate funds held by the Trustee under the trust agreement or agreements established for the purposes of this Plan, consisting of the funds as described in Article 7.
- 2.87 "Trustee" shall mean the Trustee or Trustees at any time acting as such under the trust agreement or agreements established for the purposes of this Plan.
- 2.88 "Valuation Date" shall mean the date or dates, as applicable, on which the Trust Fund is valued in accordance with Article 8.
- 2.89 "Vested Share" shall mean, with respect to a Member or Deferred Member, that portion of his Accounts in which the Member or Deferred Member has a nonforfeitable interest as provided in Article 6.
- 2.90 "Withdrawal Valuation Date" shall mean, with respect to withdrawals made pursuant to Section 9.2, the business day on which a Member's proper request for a withdrawal in a form or manner approved by the Benefits Administration Committee is received and processed by the Savings Plan Administrator or its designee. With respect to withdrawals made pursuant to Section 9.3 and 9.4, Withdrawal Valuation Date shall mean the business day on which a Member's proper request for a withdrawal under the Plan, as received and processed by the Savings Plan Administrator or its designee, is approved by the Benefits Administration Committee.
- 2.91 "Xylem Stock" shall mean common stock of Xylem Inc.
- 2.92 "Xylem Stock Fund" shall mean the Investment Fund under the Plan that is invested in Xylem Stock.
- 2.93 "Year of Service" shall mean a calendar year during which an Employee completes at least 1,000 Hours Worked.

### ARTICLE 3

#### MEMBERSHIP

##### 3.1 Eligibility

- (a) An Employee whose employment with the Company is not on a temporary or less than full-time basis and who is not a Non-U.S. Citizen Employee shall be eligible to become a Member on the later of the Effective Date or the date he first becomes an Employee.
- (b) An Employee whose employment with the Company is on a temporary or less than full-time basis and who is not a Non-U.S. Citizen Employee shall be eligible to become a Member on the later of the Effective Date or the day following the date he completes 1,000 Hours Worked in a twelve-consecutive-month computation period, provided he is then an Employee. The first computation period shall be the twelve-month period measured from the date on which such Employee's Service commences. Subsequent computation periods shall be the Plan Year, beginning with the Plan Year that contains the first anniversary of the date on which the Employee's Service commenced.
- (c) An Employee who is a Non-U.S. Citizen Employee who works in the continental U.S. on an expatriate basis shall be eligible to become a Member on the later of:
- (i) the Effective Date; or
  - (ii) the day following the first date as of which he has worked in the continental U.S. as an employee
- in either case provided he is an Employee on such date.

An individual who is eligible to become a Member under (a), (b) or (c) above shall be eligible to become a Contributing Member as of the first day of the next available pay period (based on administrative processing deadlines) following the date Before-Tax Savings are made pursuant to Section 4.1, After-Tax Savings are made pursuant to Section 4.2, and/or Roth Contributions are made pursuant to Section 4.7. Any Employee who is the subject of a layoff and covered by recall rights shall be eligible to become or again become a Contributing Member as of the first day of the payroll period following his payroll reactivation date.

### *3.2 Membership*

An individual who has satisfied the eligibility requirements under Section 3.1 shall become a Member on the date he satisfies such eligibility requirements provided he is an Employee on such date. Special rules for active participants in the Merged Plans and the Merged Bargained Plan on December 31, 2013, are set forth in Appendices J and K, respectively. A Member may make Before-Tax Savings, Roth Contributions, and/or After-Tax Savings as of the first day of the next available pay period or any subsequent pay period (based on administrative processing deadlines) and subject to the provisions of Sections 4.1, 4.2, and 4.7.

### *3.3 Certain Member Elections*

An individual who becomes a Member pursuant to Section 3.2 may make the following elections in a form or manner approved by the Benefits Administration Committee:

- (a) He may designate one or more Beneficiaries.
- (b) He may designate a different rate of Before-Tax Savings than the rate that will otherwise automatically apply pursuant to Section 4.1(a).
- (c) He may elect to make Catch-Up Contributions pursuant to Section 4.1(b).
- (d) He may elect to make After-Tax Savings pursuant to Section 4.2.
- (e) He may elect to make Roth Contributions on or after February 1, 2015 pursuant to Section 4.7.
- (f) He may make an investment election as described in Section 7.2
- (g) He may make a dividend election as described in Section 8.8

### *3.4 Rehired Member*

A Member who terminates employment with the Company and all Associated Companies and is rehired by the Company as an Employee will re-enter the Plan upon his reemployment as a Member in accordance with the provisions of Section 3.2.

### *3.5 Transferred Members*

Notwithstanding any provision of the Plan to the contrary, a Member who remains in the employ of the Company or an Associated Company but ceases to be an Employee shall continue to be a Member of the Plan but shall not be eligible to make Before-Tax Savings, After-Tax Savings, or Roth Contributions or to receive allocations of Company Matching Contributions or Company Core Contributions while his employment status is other than as an Employee. Such Member shall be entitled to any Special Company Contributions or Special Transition Contributions that may be payable for the Plan Year, based on the period of time during which he was an Employee during such Plan Year.

### *3.6 Termination of Membership*

A Member's membership shall terminate on the date he is no longer employed by the Company or any Associated Company unless the Member is entitled to benefits under the Plan in which event his membership shall terminate when those benefits are distributed to him.

ARTICLE 4

MEMBER SAVINGS

4.1 *Member Before-Tax Savings*

(a) Commencement and Amount of Regular Before-Tax Savings

- (i) Effective as of the first day of the next available pay period (based on administrative processing deadlines) an Employee who has become a Member pursuant to Article 3 shall have his Salary reduced by 6 percent and that amount shall be contributed on his behalf to the Plan by the Company as Regular Before-Tax Savings until and unless the Member elects, in accordance with the procedures prescribed by the Benefits Administration Committee, to either receive such Salary directly from the Company in cash or to reduce his Salary in some other percentage. Such reduction in Salary shall be applied to Salary that could have been subsequently received by the Member. Any such specified percentage of Salary shall be in a multiple of 1 percent and the maximum percentage shall be 50 percent. Notwithstanding the preceding sentence, if in any Plan Year a Member makes After-Tax Savings in accordance with Section 4.2 and/or regular Roth Contributions in accordance with Section 4.7 in addition to Regular Before-Tax Savings in accordance with this Section, the maximum percentage of Salary such Member may contribute for such Plan Year under the combination of this Section and Sections 4.2 and 4.7 shall not exceed 50 percent.

Notwithstanding the foregoing and Section 4.2:

- (A) With respect to an Employee who is employed as an Employee by the Company on October 31, 2011, the following provisions shall apply:

- (1) If such individual was making Regular Before-Tax Savings and/or After-Tax Savings under the ISP immediately prior to October 31, 2011 in an amount equal to a total of 6 percent or more of his Salary, such individual shall become a Member of the Plan on October 31, 2011 and effective as of the first day of the next available pay period (based on administrative processing deadlines) such individual's election of Regular Before-Tax Savings and/or After-Tax Savings under the ISP immediately prior to October 31, 2011 shall be deemed to have been made under the Plan and shall continue in the same amount until and unless the Member makes another Regular Before-Tax Savings and/or After Tax Savings election in accordance with procedures prescribed by the Benefits Administration Committee.
- (2) If such individual was not making Regular Before-Tax and/or After-Tax Savings under the ISP immediately prior to October 31, 2011 in an amount equal to a total of 6 percent or more of his Salary, such individual shall become a Member of the Plan on October 31, 2011 and, effective as of the first day of the next available pay period (based on administrative processing deadlines):

(I) such individual's After-Tax Savings election under the ISP immediately prior to October 31, 2011, if any, shall be deemed to have been made under the Plan until and unless the Member makes another election in accordance with procedures prescribed by the Benefits Administration Committee; and

(II) such individual shall be deemed to have elected to make Regular Before-Tax Savings under the Plan equal to 6 percent of his Salary or, if less, the amount necessary to have the total of his Regular Before-Tax and After-Tax Contributions equal 6 percent of his Salary, until and unless the Member makes another election in accordance with procedures prescribed by the Benefits Administration Committee.

- (B) With respect to an individual who was an active participant in one of the Merged Plans or the Merged Bargained Plan on December 31, 2013 and is an Employee on January 1, 2014, the following provisions shall apply:
- (1) If such individual was making regular before-tax contributions and/or after-tax contributions under the applicable Merged Plan or Merged Bargained Plan on December 31, 2013 in an amount equal to a total of 6 percent or more of his compensation, such individual shall become a Member of the Plan on January 1, 2014 and effective as of the first day of the next available pay period (based on administrative processing deadlines) such individual's election in effect under the Merged Plan or Merged Bargained Plan immediately prior to January 1, 2014 shall be deemed to have been an election of Regular Before-Tax Savings and/or After-Tax Savings made under the Plan and shall continue in the same percentage until and unless the Member makes another Regular Before-Tax Savings and/or After Tax Savings election in accordance with procedures prescribed by the Benefits Administration Committee.
  - (2) If such individual was not making regular before-tax contributions and/or after-tax contributions under the applicable Merged Plan or Merged Bargained Plan immediately prior to January 1, 2014 in an amount equal to a total of 6 percent or more of his compensation, such individual shall become a Member of the Plan on January 1, 2014 and, effective as of the first day of the next available pay period (based on administrative processing deadlines):
    - (I) such individual's after-tax contribution percentage election under the applicable Merged Plan or Merged Bargained Plan immediately prior to January 1, 2014, if any, shall be deemed to have been an After-Tax Savings percentage election made under the Plan until and unless the Member makes another election in accordance with procedures prescribed by the Benefits Administration Committee; and
    - (II) such individual shall be deemed to have elected to make Regular Before-Tax Savings under the Plan equal to 6 percent of his Salary or, if less, the amount necessary to have the total of his Regular Before-Tax and After-Tax Savings equal 6 percent of his Salary, until and unless the Member makes another election in accordance with procedures prescribed by the Benefits Administration Committee.
- (C) The provisions of Appendix M shall apply to an individual who is an Industrial Process Employee.
- (ii) In order to comply with Section 415 of the Code, the Benefits Administration Committee may impose an additional limit on any Member's Before-Tax Savings and Roth Contributions based on the Benefits Administration Committee's reasonable projection of the total "annual addition" (as defined in Section 5.4) that will be credited to a Member's Accounts for a Plan Year.
  - (iii) Prior to January 1, 2012, and on and after January 1, 2016, in order to comply with Section 401(k)(3) of the Code, the Benefits Administration Committee may impose a limitation on the extent to which a Member who is a Highly Compensated Employee may reduce his Salary in accordance herewith, based on the Benefits Administration Committee's reasonable projection of Before-Tax Savings and Roth Contribution rates of Members who are not Highly Compensated Employees.
  - (iv) A Member may elect to change the rate of Regular Before-Tax Savings under this paragraph (a) or regular Roth Contributions under Section 4.7 as of the first

day of any pay period by making an election in the form or manner approved by the Benefits Administration Committee for such purpose. The changed rate shall be effective as soon as administratively possible following the date the election is received by the Savings Plan Administrator.

Effective as of such date as is approved by the Benefit Administration Committee and in accordance with such rules and procedures as may be prescribed by the Benefits Administration Committee, a Member may elect to have the rate of his Regular Before-Tax Savings or regular Roth Contributions automatically escalated.

Effective beginning April 1, 2015, and subject to such rules and procedures as may be prescribed by the Benefits Administration Committee, the contribution rate of a Member shall be automatically increased by 1 percent each April 1 as follows:

- (A) The contribution rate increase shall apply only if (1) the Member does not opt out of the automatic increase pursuant to such rules and procedures as may be prescribed by the Benefits Administration Committee, and (2) as of such April 1, the Member has in effect a contribution rate of less than 10 percent with respect to the combination of Before-Tax Savings, After-Tax Savings, and Roth Contributions. The contribution rate increase shall not apply, however, on April 1, 2015, with respect to a Member who, as of such date, has elected to make Roth Contributions.
- (B) If the contribution rate increase applies, the Member's contribution rate for Before-Tax Savings shall be increased, as of such April 1, by one percent, except: (1) if, as of such April 1, the Member's contribution rate for Before-Tax Savings is zero percent and the Member has a contribution rate for Roth Contributions that is greater than zero percent, the one-percent increase shall instead be applied to the Member's contribution rate for Roth Contributions, and (2) if, as of such April 1, the Member's contribution rate for Before-Tax Savings and Roth Contributions is zero percent and the Member has a contribution rate for After-Tax Savings that is greater than zero percent, the one-percent increase shall instead be applied to the Member's contribution rate for After-Tax Savings.

(b) Catch-Up Contributions

A Member who has attained or will attain age 50 by the last day of the Member's taxable year may elect, in accordance with procedures prescribed by the Benefits Administration Committee, to make Catch-Up Contributions for any Plan Year in accordance with and subject to the limitations of Section 414(v) of the Code. Such Catch-Up Contributions shall be treated under the Plan as Before-Tax Savings or Roth Contributions, as elected by the Member, but shall be subject to the following special rules:

- (i) A Member's Catch-Up Contributions shall not be taken into account for purposes of applying the maximum percentage limitation described in (a) above or the limitations under Sections 402(g) and 415 of the Code and Members' Catch-Up Contributions shall not be taken into account in applying the Actual Deferral Percentage test of (d) below.
- (ii) The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of making such Catch-Up Contributions.
- (iii) The determination of whether a Before-Tax Savings contribution under this Section or a Roth Contribution under Section 4.7 constitutes a Catch-Up Contribution for any Plan Year shall be determined as of the end of such Plan Year, in accordance with Section 414(v) of the Code. Before-Tax Savings contributions or Roth Contributions that are intended to be Catch-Up Contributions for a Plan Year but which do not qualify as Catch-Up Contributions as of the end of the Plan Year shall be treated for all purposes under the Plan as Regular Before-Tax Savings or regular Roth Contributions.

- (iv) The Company shall take a Member's Catch-Up Contributions into account for purposes of determining the amount of Company Matching Contributions under Section 5.1 for a Plan Year.
- (v) A Member's Catch-Up Contributions shall be subject to the same withdrawal and distribution restrictions as Regular Before-Tax Savings contributions and regular Roth Contributions.
- (vi) In the event that the sum of a Member's Catch-Up Contributions and similar contributions to any other qualified defined contribution plan maintained by the Company or an Associated Company exceeds the dollar limit on catch-up contributions under Section 414(v) of the Code for any calendar year as in effect for such calendar year, the Member shall be deemed to have elected a return of the Catch-Up Contributions in excess of the limit under Section 414(v) of the Code and such amount shall be treated in the same manner as "excess deferrals" under (c) below.
- (vii) If a Member makes catch-up contributions under a qualified defined contribution plan and/or Code Section 403(b) plan maintained by an employer other than the Company or an Associated Company for any calendar year and those contributions when added to his Catch-Up Contributions exceed the dollar limit on catch-up contributions under Section 414(v) of the Code for that calendar year, the Member may allocate all or a portion of such "excess catch-up contributions" to this Plan. In the event such Member notifies the Benefits Administration Committee of the "excess catch-up contributions" in the same manner as is required for allocated "excess deferrals" under (c) below, such "excess catch-up contributions" shall be distributed in the same manner as "excess deferrals" under (c) below.

A Member may elect to change the rate of his Catch-Up Contributions under this paragraph (b) as of the first day of any pay period by making an election in the form or manner approved by the Benefits Administration Committee for such purpose. The changed rate of Catch-Up Contributions shall be effective as soon as administratively possible following the date the election is received by the Savings Plan Administrator.

(c) Application of Maximum Dollar Limit on Regular Before-Tax Savings and Regular Roth Contributions

The maximum dollar amount of Regular Before-Tax Savings, regular Roth Contributions, and similar contributions made on a Member's behalf by the Company or any Associated Company to all plans, contracts or arrangements subject to the provisions of Section 401(a)(30) of the Code for a calendar year shall be the maximum amount determined by the Secretary of the Treasury for such calendar year, pursuant to Section 402(g) of the Code as in effect for such calendar year, except as permitted under Section 414(v) of the Code. Amounts contributed in excess of such limit shall constitute "excess deferrals."

- (i) *Prevention of Excess Deferrals Under Plan.* If a Member's Regular Before-Tax Savings and regular Roth Contributions in a calendar year reach the dollar limit on elective deferrals under Section 401(a)(30) of the Code in any calendar year, the Member's election to make Regular Before-Tax Savings and/or regular Roth Contributions will be canceled. Such Member may elect at any time to make After-Tax Savings in accordance with Section 4.2. As of the first pay period of the calendar year following the cancellation of a Member's Regular Before-Tax Savings and/or regular Roth Contributions in accordance with first sentence of this paragraph, the Member's election of Regular Before-Tax Savings and/or regular Roth Contributions shall again become effective in accordance with his previous election, unless the Member elects otherwise in accordance with Section 4.3.
- (ii) *Treatment of Excess Deferrals under Plan and Plans of Associated Companies.* In the event that the sum of a Member's Regular Before-Tax Savings and regular Roth Contributions and similar contributions to any other qualified defined contribution plan

maintained by the Company or an Associated Company exceeds the dollar limit on elective deferrals under Section 402(g) of the Code for any calendar year as in effect for such calendar year, a Member who is eligible to make Catch-Up Contributions to the Plan will be deemed to have such excess deferrals reclassified as Catch-Up Contributions (with regular Roth Contributions reclassified first), subject to the limitations of (b) above. To the extent that the reclassification described in the preceding sentence is not applicable, or is insufficient to fully resolve the issue of the excess deferrals, the Member shall be deemed to have elected a return of the Regular Before-Tax Savings and/or regular Roth Contributions in excess of the limit under Section 402(g) of the Code from this Plan (with the excess allocated first to regular Before-Tax Savings). The excess deferrals, together with Earnings, shall be returned to the Member no later than April 15 following the end of the calendar year in which the excess deferrals were made. The amount of excess deferrals to be returned for any calendar year shall be reduced by any Regular Before-Tax Savings and/or regular Roth Contributions previously returned to the Member under (d) below for that calendar year. In the event any Regular Before-Tax Savings and/or regular Roth Contributions returned under this paragraph were matched by Company Matching Contributions, those Company Matching Contributions, together with Earnings, shall be forfeited and used to reduce future Company contributions.

- (iii) *Treatment of Member-Allocated Excess Deferrals.* If a Member makes tax-deferred contributions under another qualified defined contribution plan and/or a Code Section 403(b) plan maintained by an employer other than the Company or an Associated Company for any calendar year and those contributions when added to his Regular Before-Tax Savings and regular Roth Contributions exceed the dollar limit on elective deferrals under Section 402(g) of the Code for that calendar year, the Member may allocate all or a portion of such excess deferrals to this Plan. In that event, a Member who is eligible to make Catch-Up Contributions to the Plan will be deemed to have such excess deferrals reclassified as Catch-Up Contributions (with regular Roth Contributions reclassified first), subject to the limitations of (b) above. To the extent that the reclassification described in the preceding sentence is not applicable, or is insufficient to fully resolve the issue of the excess deferrals, such excess deferrals (with the excess allocated first to Regular Before-Tax Savings), together with Earnings, shall be returned to the Member no later than the April 15 following the end of the calendar year in which such excess deferrals were made. However, the Plan shall not be required to return excess deferrals unless the Member notifies the Benefits Administration Committee or its designee, in writing, not later than March 1, of that following year, of the amount of the tax-deferred contributions made to the plan of the other employer. The amount of any excess deferrals to be returned for any calendar year shall be reduced by any Regular Before-Tax Savings and/or regular Roth Contributions previously returned to the Member under (d) below for that calendar year. In the event any Regular Before-Tax Savings and/or regular Roth Contributions returned under this paragraph were matched by Company Matching Contributions, those Company Matching Contributions, together with Earnings, shall be forfeited and used to reduce Company contributions.

Notwithstanding the foregoing and except as provided for in Appendix M, in lieu of a return of the excess deferrals, a Member may elect, to the extent permitted under applicable Treasury Regulations, to have the Plan treat all or a portion of the excess deferrals attributable to his Regular Before-Tax Savings and/or regular Roth Contributions as After-Tax Savings, subject to the limitations of Section 4.2; provided the Member notifies the Benefits Administration Committee or its designee, in writing, by the date determined by the Benefits Administration Committee. For this purpose, the excess deferrals, together with Earnings, shall be deemed distributed to the Member and then recontributed to the Plan by the Member as After-Tax Savings for the Plan Year in which the excess deferrals were made. Reclassified excess deferrals shall be considered After-Tax Savings made in the Plan Year to which the excess deferrals relate for purposes of Section 4.5 and shall be subject to the withdrawal provisions applicable to After-Tax Savings under Article 9. If the excess deferrals were matched by Company Matching Contributions, the corresponding Company Matching Contributions shall remain allocated to the



Member's Company Account to the extent such excess deferrals if made, as After-Tax Savings would have been matched under the provisions of Section 5.1. The Member's election to reclassify excess deferrals shall be made no later than April 1 following the close of the Plan Year in which the excess deferrals were made or within such shorter period as the Benefits Administration Committee may prescribe.

- (iv) Notwithstanding the foregoing, in the case of any Member who (A) ceases to be an Employee during a Plan Year; (B) is employed during such Plan Year by an employer which is not the Company or an Associated Company; and (C) exceeds the limitation on elective deferrals enumerated in Section 402(g) of the Code based on the Member's participation in the Plan and participation in a plan maintained by the subsequent employer; the Plan shall not distribute to the Member any Before-Tax Savings, Roth Contributions (or any income thereon) arising solely as a result of such Member's exceeding the limit under Section 402(g) of the Code for the Plan Year, unless the exceeding of such limit is based solely on the Member's participation in this Plan without considering any other plan.

(d) ADP Test on Before-Tax Savings and Roth Contributions

Effective for Plan Years beginning on and after January 1, 2012, and before January 1, 2016, except as provided in Appendix K for certain Union Employees described therein, the Plan is intended to satisfy the safe harbor alternative method of meeting the nondiscrimination requirements under Section 401(k)(12) of the Code by treating the first three percent of Company Core Contributions under Section 5.2 as nonelective contributions pursuant to Section 401(k)(12)(C) of the Code. Accordingly, the Plan is deemed to satisfy the ADP Test under Section 401(k) of the Code for such Plan Years with respect to Regular Before-Tax Savings and regular Roth Contributions.

Prior to January 1, 2012, and on and after January 1, 2016, the amount of Regular Before-Tax Savings and regular Roth Contributions made to the Plan for a Plan Year shall comply with the provisions of Section 401(k)(3) of the Code, including any regulations issued thereunder and any subsequent Internal Revenue Service guidance issued under Section 401(k) of the Code. The current year testing method shall be used.

Amounts that would cause the Plan to fail the ADP test shall constitute "excess contributions." If the Benefits Administration Committee determines that the limitation has been exceeded, the following provisions shall apply:

- (i) The excess contributions shall first be treated as Catch-Up Contributions to the extent possible under Section 4.1(b) (with regular Roth Contributions reclassified first).
- (ii) Any remaining excess contributions, together with Earnings thereon, will be allocated to the Highly Compensated Employees with the greatest dollar amount of such contributions in the following manner:
  - (A) The amount to be allocated shall be the lesser of (1) the total excess contributions or (2) such amount as will cause the dollar amount of such Highly Compensated Employee's Regular Before-Tax Savings and regular Roth Contributions to equal the dollar amount of the Regular Before-Tax Savings and regular Roth Contributions of the Highly Compensated Employee with the next highest dollar amount of Regular Before-Tax Savings and regular Roth Contributions. For this purpose, excess contributions will be allocated first to Regular Before-Tax Savings and then to regular Roth Contributions.
  - (B) The process described in (A) above shall be repeated, if necessary, until the total excess contributions shall have been allocated. At any stage in this allocation process, if two or more Highly Compensated Employees have the same dollar amount remaining of Regular Before-Tax Savings and regular Roth Contributions, the allocation shall be made to both of them in equal amounts.

- (iii) The excess contributions allocated to Highly Compensated Employees under (ii) above shall be distributed to such Members before the close of the Plan Year following the Plan Year in which the excess contributions were made, and to the extent practicable, within 2½ months of the close of the Plan Year in which the excess contributions were made. Alternatively, under rules adopted by the Benefits Administration Committee, such Members may elect to recharacterize such excess contributions as After-Tax Savings provided such election to recharacterize the excess contributions is made within 2½ months after the close of the Plan Year in which the excess contributions were made or within such shorter period as the Benefits Administration Committee may prescribe. When the total excess contributions shall have been allocated and distributed or recharacterized in the manner described above, the Plan shall be deemed to satisfy the tests set forth in this Section, regardless of whether the final Average Deferral Percentage of the Highly Compensated Employees in fact satisfy such tests. In the event any Regular Before-Tax Savings and/or regular Roth Contributions distributed under this Section were matched by Company Matching Contributions, those Company Matching Contributions, together with Earnings, shall be forfeited and used to reduce Company contributions.

#### 4.2 Member After-Tax Savings

- (a) Except as otherwise provided in Appendix M, by authorizing payroll deductions, each Member may elect, subject to (b) below, to contribute to the Trust Fund as After-Tax Savings any whole percentage from 1 percent to 50 percent of his Salary in such payroll period, subject to the following:
  - (i) The total amount of After-Tax Savings for any Plan Year may not exceed 50 percent of his Salary reduced by the rate of Before-Tax Savings being made pursuant to Section 4.1(a) and/or Roth Contributions being made pursuant to Section 4.7.
  - (ii) In order to comply with Section 415 of the Code, the Benefits Administration Committee may impose an additional limit on any Member's After-Tax Savings based on the Benefits Administration Committee's reasonable projection of the total "annual addition" (as defined in Section 5.4) that will be credited to a Member's Accounts for a Plan Year.

A Member's election shall be effective as soon as administratively possible following the date such election is received by the Savings Plan Administrator or its designee.

Notwithstanding the foregoing, the special provisions of (A) Section 4.1(a)(i)(A) shall apply with respect to an Employee who is employed as an Employee by the Company on October 31, 2011 and (B) Section 4.1(a)(i)(B) shall apply with respect to individuals who were active participants in a Merged Plan or the Merged Bargained Plan on December 31, 2013.

- (b) In order to comply with Section 401(m) and/or 415 of the Code, the Benefits Administration Committee may impose an additional limit on the extent to which a Member who is a Highly Compensated Employee may contribute to the Trust Fund as After-Tax Savings, based on the Benefits Administration Committee's reasonable projection of After-Tax Savings rates of Members who are not Highly Compensated Employees and the necessity of satisfying the test described in Section 4.5.

A Member may elect to change his After-Tax Savings rate on any business day by making an election in a form or manner approved by the Benefits Administration Committee for such purpose. The changed After-Tax Savings rate shall be effective as soon as administratively possible following the date notice is received by the Savings Plan Administrator or its designee.

#### 4.3 Suspension and Resumption of Member Savings

- (a) A Member may suspend his Savings under Section 4.1 and/or Section 4.2 or his Roth Contributions under Section 4.7 as of any business day by making an election in a form or manner approved by the Benefits

Administration Committee for such purpose. Such suspension will become effective as soon as administratively possible following the date the election is received by the Savings Plan Administrator or its designee. If a Member takes a withdrawal from his Before-Tax Account under Section 9.3(a) or (b), his Savings and Roth Contributions shall be suspended for a period of six months to the extent provided in the applicable Section. Such suspension will become effective as soon as administratively possible following the Withdrawal Valuation Date. No Company Matching Contributions shall be made under Section 5.1 during the period of a Member's suspension although he will continue to be considered a Member and he will be entitled to Company Core Contributions and any Special Company Contributions or Special Transition Contributions that may be payable during the period of suspension.

- (b) A Member who suspends his Savings and/or Roth Contributions in accordance with the first sentence of (a) above may resume his Savings under Section 4.1 and/or under Section 4.2 and/or his Roth Contributions under Section 4.7 as of any pay period after the date the suspension commenced by making an election in a form or manner approved by the Benefits Administration Committee for such purpose.
- (c) A Member whose Savings and or Roth Contributions are suspended in accordance with the third sentence of (a) above (or were suspended as of the merger date under any similar provision in any Merged Hartzell Plan, Merged Plan, the Merged Bargained Plan, or the Merged Industrial Process Plan) may resume his Savings under Section 4.1 and/or under Section 4.2 and/or his Roth Contributions under Section 4.7 as of the first day of any pay period following the six-month suspension by making an election in a form or manner approved by the Benefits Administration Committee for such purpose. A resumption elected pursuant to this Section 4.3 shall occur as soon as administratively possible after the election is received by the Savings Plan Administrator or its designee.

#### 4.4 Rollover Contributions

- (a) With the permission of the Benefits Administration Committee, and without regard to any limitation on contributions under this Article 4 or Section 5.4, the Plan may accept from or on behalf of a Member, but not a Deferred Member, a Rollover Contribution in cash, consisting of any amount, including after-tax amounts but, prior to February 1, 2015, excluding any amount attributable to Roth contributions, previously received (or deemed to be received) by him from an "eligible retirement plan." Such Rollover Contributions shall be subject to the following:
  - (i) For purposes of this Section, "eligible retirement plan" means:
    - (A) another employer's qualified plan described in Section 401(a) of the Code (or another qualified defined contribution plan sponsored by the Company or an Associated Company, provided that the Rollover Contribution represents the rollover of all or a portion of a full distribution of the individual's account balance in such plan due to the sale or closing of a business unit sponsoring such plan);
    - (B) an annuity plan described in Section 403(a) of the Code;
    - (C) an annuity contract described in Section 403(b) of the Code;
    - (D) an eligible Plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state; or
    - (E) an individual retirement account or individual retirement annuity of the Member described in Section 408(a) or 408(b) of the Code that contains only amounts that were originally distributed from a qualified plan described in Section 401(a) or 403(a) of the Code (i.e., a "conduit IRA").

(ii) Effective as of October 1, 2020, the Plan may accept from or on behalf of a Member or Deferred Member a Rollover Contribution from ITT Consolidated Hourly Pension Plan, which plan shall be considered to be an "eligible retirement plan".

(b) Such Rollover Contribution may be received in any of the following ways:

- (i) The Plan may accept such amount as a direct rollover of an eligible rollover distribution, including after-tax amounts (other than Roth contributions described in (ii), below) provided such after-tax amounts are received directly from a plan that is qualified under Section 401(a) of the Code or an annuity contract described in Section 403(b) of the Code.
- (ii) On or after February 1, 2015, the Plan may accept a rollover of Roth contributions to a Member's Roth Rollover Account, but only if it is a direct rollover from another Roth contribution account under an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- (iii) The Plan may accept such amount directly from the Member provided such amount:
  - (A) was distributed to the Member by an eligible retirement plan;
  - (B) is received by the Plan on or before the 60th day after the day it was received by the Member;
  - (C) would otherwise be includible in gross income; and
  - (D) is not attributable to Roth contributions.

Notwithstanding (B) above, the Benefits Administration Committee may accept a Rollover Contribution more than 60 days after the amount was received by the Member provided the Member has received from the Secretary of the Treasury a waiver of the 60-day requirement, pursuant to Section 402(c)(3)(B) of the Code.

#### 4.5 ACP Test on After-Tax Savings and Company Matching Contributions

Effective for Plan Years beginning on or after January 1, 2012, and before January 1, 2016, except as provided for certain Union Employees pursuant to Appendix K, the Plan is intended to satisfy the alternative method of meeting the nondiscrimination requirements with respect to Company Matching Contributions under Section 401(m)(11) of the Code by treating the first three percent of Company Core Contributions under Section 5.2 as nonelective contributions pursuant to Section 401(k)(12)(C) of the Code. Accordingly, with respect to such Plan Years, the Plan is deemed to satisfy the ACP Test under Section 401(m)(11) of the Code with respect to Company Matching Contributions.

Except as provided for certain Union Employees pursuant to Appendix K, the amount of After-Tax Savings and, for Plan Years beginning before January 1, 2012 and on or after January 1, 2016, Company Matching Contributions made to the Plan shall comply with the provisions of Section 401(m)(2) of the Code (the "ACP Test"), including any regulations issued thereunder and any subsequent Internal Revenue Service guidance issued under Section 401(m) of the Code. Notwithstanding the preceding sentence, for any Plan Year, the Benefits Administration Committee may elect to take Company Matching Contributions for the Plan Year into account for purposes of the ACP Test, to the extent permitted under applicable law.

Amounts that would cause the Plan to fail the ACP test constitute "excess aggregate contributions." If the Benefits Administration Committee determines that the limitation has been exceeded, the following provisions apply:

- (a) The payment or forfeiture of the excess aggregate contributions, together with Earnings thereon, shall be made before the close of the Plan Year following the Plan Year for which the excess aggregate contributions were made and, to the extent practicable, any payment or forfeiture will be made within 2½ months following the end of the Plan Year for which the contributions were made.

- (b) The total amount of excess aggregate contributions, together with Earnings thereon, shall be allocated to the Highly Compensated Employees with the greatest dollar amount of such contributions in the following manner:
- (i) The amount to be allocated shall be the lesser of (A) the total excess aggregate contributions, or (B) such amount as will cause the dollar amount of such Highly Compensated Employee's After Tax Savings, and, if applicable, Company Matching Contributions, to equal the dollar amount of the After Tax Savings, and, if applicable, Company Matching Contributions, of the Highly Compensated Employee with the next highest dollar amount of After Tax Savings, and, if applicable, Company Matching Contributions.
  - (ii) The process described in (i) above shall be repeated, if necessary, until the total excess aggregate contributions shall have been allocated. At any stage in the allocation process herein described, if two or more Highly Compensated Employees have the same dollar amount remaining of After Tax Savings, and, if applicable, Company Matching Contributions, the allocation shall be made to both of them in equal amounts.
- (c) The excess aggregate contributions allocated to Highly Compensated Employees under (b) above, together with Earnings thereon, shall be paid or returned to a Member from the following categories of contributions (adjusted to reflect earnings or losses attributable thereto):
- (i) first, unmatched After-Tax Savings;
  - (ii) second, matched After-Tax Savings; and
  - (iii) third, Company Matching Contributions, if applicable.

Once the excess aggregate contributions are paid or returned as described above, the Plan shall be deemed to satisfy the ACP test set forth in this Section, regardless of whether the final Average Contribution Percentage of the Highly Compensated Employees in fact satisfy such tests.

- (d) A Member's Actual Contribution Percentage shall be determined after a Member's excess Before-Tax Savings are either recontributed to the Plan as After-Tax Savings or paid to the Member.

#### *4.6 Transfer Contributions*

With the permission of the Benefits Administration Committee and under such conditions as it may require, but without regard to any limitations on contributions set forth in this Article 4 or Section 5.4, the Plan may accept an amount, if any, from another qualified plan that, in accordance with the provisions of Section 11.9, the Member elects under such plan to transfer to this Plan, or which the Trustee of such other qualified plan transfers directly to the Trustee of this Plan. Such transferred contributions shall be paid to the Trustee as soon as practicable and shall be held in the Accounts of the Member, as determined by the Benefits Administration Committee. The Member shall be required to establish that such prior employer's plan meets the qualification requirements under Section 401(a) of the Code; and no such trust-to-trust transfer shall be permitted unless the amount transferred is free of all defined benefit or money purchase characteristics and does not make the Plan a transferee plan under Section 401(a)(11)(B)(iii)(III) of the Code.

#### *4.7 Member Roth Contributions.*

- (a) On or after February 1, 2015, a Member may elect to:
- (i) reduce his future Salary and to have the amount of such reduction contributed to the Plan by the Company; and
  - (ii) designate the contribution irrevocably, at the time of the election, as a Roth Contribution that is being made in lieu of all or a portion of the Regular Before-Tax Savings or Catch-

Up Contributions the Member is otherwise eligible to make under Section 4.1(a) or (b), respectively, of the Plan.

(b) Roth Contributions shall:

- (i) be subject to the provisions of Sections 4.1(a) and (b) and Section 4.3 as if they were Before-Tax Savings;
- (ii) be includible in the Member's income pursuant to section 402A of the Code;
- (iii) be accounted for separately in accordance with Section 8.2; and
- (iv) together with any Regular Before-Tax Savings made on behalf of the Member, be subject to the limits imposed by Sections 4.1(c) and (d).

#### 4.8 *Repayment of Coronavirus-Related Distributions*

Effective April 6, 2020, a Member who received a Coronavirus-Related Distribution from the Plan may, at any time within the three-year period beginning on the date of such Coronavirus-Related Distribution, make one or more contributions to the Plan that, in the aggregate, do not exceed the amount of such Coronavirus-Related Distribution. Such contribution shall be treated as a Rollover Contribution made pursuant Section 4.4, subject to applicable law and IRS guidance.

### ARTICLE 5

#### COMPANY CONTRIBUTIONS

##### 5.1 *Company Matching Contributions*

Except as otherwise provided in Appendix M, or Section 5.2(e), the Company, with respect to each eligible Member employed by it, shall contribute to the Trust a Company Matching Contribution in an amount equal to 50 percent of the Member's Savings and Roth Contributions for each pay period; provided, however, that only the first 6 percent of the Member's Salary will be eligible for such a Company Matching Contribution during each pay period so that the maximum Company Matching Contribution shall be 3 percent of the Member's Salary. Company Matching Contributions will be applied first to a Member's Before-Tax Savings. Any remaining Company Matching Contributions will be applied to the Member's Roth Contributions and then to the Member's After-Tax Savings.

Notwithstanding anything contained herein to the contrary, and except as otherwise provided in Section 5.2(e), with respect to Plan Years beginning on and after January 1, 2012, if as of the last day of the Plan Year, the amount of Matching Contributions allocated to a Member for such Plan Year is less than 50 percent of the Member's Savings and Roth Contributions up to 6 percent of the Member's Salary for the Plan Year, the Company shall make a "true-up" Company Matching Contribution on behalf of such Member in an amount equal to the difference. The true-up Company Matching Contribution described in the preceding sentence shall also be made with respect to a Member who terminates employment during the Plan Year and such true-up Company Matching Contribution shall be made as soon as administratively practicable following the end of the calendar year in which the Member terminates employment.

Company Matching Contributions shall be credited to the Member's Company Matching Account.

##### 5.2 *Company Non-Matching Contributions*

(a) **Company Core Contributions**

Except as otherwise described in Appendix M, or Section 5.2(e), the Company shall contribute to the Trust Fund, with respect to each eligible Member employed by it, Company Core Contributions in the following amounts:

- (i) With respect to a Member whose age plus Service as of the first day of the Plan Year total less than 50, the Company shall make Company Core Contributions each pay period equal to 3 percent of the Member's Salary for such pay period.
- (ii) With respect to a Member whose age plus Service as of the first day of the Plan Year total 50 or more, the Company shall make Company Core Contributions each pay period equal to 4 percent of the Member's Salary for such pay period.

For purposes of the preceding provisions, a Member's age and Service shall be calculated on a basis uniformly applicable to all Members similarly situated as established by the Benefits Administration Committee. Certain Members described in Appendices K and M are not eligible for Company Core Contributions.

Company Core Contributions shall be credited to the Member's Company Core Account.

(b) Special Company Contributions

The Company shall contribute to the Trust Fund, with respect to each eligible Member employed by it, Special DC Credit Contributions and Transition Credit Contributions pursuant to Appendix A.

Special DC Credit Contributions and Transition Credit Contributions shall be credited to the Member's Special Company Contribution Account.

(c) Special Transition Contributions

The Company shall contribute to the Trust Fund, with respect to each eligible Member employed by it, Special Transition Contributions pursuant to Appendix K.

Special Transition Contributions shall be credited to the Member's Special Transition Contributions Account.

(d) Qualified Nonelective Contributions

The Company may make "qualified nonelective contribution" to the Plan pursuant to the provisions of the Employee Plans Compliance Resolution System. Any such contributions shall be held in a separate account, which shall be considered an "Account" as defined in Section 2.1 (hereinafter, a "Qualified Nonelective Account"). Notwithstanding any Plan provision to the contrary, a Member may direct the investment of the amounts held in such Qualified Nonelective Account in the same manner as Special Company Contributions and all or a portion of such separate account shall be available for withdrawal under the provisions of Section 9.2 (as the last available source), provided the Member has attained age 59½ as of the proposed Withdrawal Valuation Date. Amounts held in the Qualified Nonelective Account (including any earnings thereon) shall also be available for hardship withdrawal under the provisions of Section 9.3. If any account holding qualified nonelective contributions and associated investment gains or losses was transferred to the Plan from a Merged Frozen Plan, a Merged Hartzell Plan, a Merged Plan, the Merged Bargained Plan, or the Merged Industrial Process Plan, the funds in such account shall be held for the Member or Deferred Member in the Qualified Nonelective Account.

(e) Certain Freezes, Discretionary Contributions. This Section 5.2(e) is effective May 2, 2020.

- (i) With respect to any Member who is not a "Bargained Employee" (as defined below):
  - (A) The Company shall not make a Company Matching Contribution in respect of the Member's Savings and Roth Contributions for any pay period ending on or after May 2, 2020 and on or before December 31, 2020;
  - (B) If as of the last day of the 2020 Plan Year, the amount of Matching Contributions allocated to a Member for such Plan Year is less than 50 percent

of the Member's Savings and Roth Contributions made prior to May 2, 2020, up to 6 percent of the Member's Salary for the Plan Year paid prior to May 2, 2020, the Company shall make a 'true-up' Company Matching Contribution on behalf of such Member in an amount equal to the difference (regardless of whether such Member terminates employment during the Plan Year), and such contribution shall be made as soon as practicable following the end of the 2020 Plan Year; and

(C) The Company shall not make a Company Core Contribution in respect of the Member's Salary for any pay period ending on or after May 2, 2020 and on or before December 31, 2020.

(ii) For the Plan Year beginning on January 1, 2020, the Company may make a contribution (the "Discretionary Contribution") to the Plan in such amount as the Company may, in its sole discretion, deem appropriate, and such amount may be zero.

Any Discretionary Contribution for the Plan Year shall be allocated, as of the last day of the Plan Year, to the Company Core Account of each eligible Member who (x) is an Employee as of the last day of the Plan Year, or whose employment was terminated by the Company on or after June 1, 2020 due to a lay-off, reduction in force or job elimination (and, for the avoidance of doubt, not due to the Employee's voluntary resignation, death, disability, poor performance or cause, as determined by the Savings Plan Administrator) and (y) is not a Bargained Employee, in the same ratio that each such Member's Salary for the period from May 2, 2020 to December 31, 2020 bears to the total Salary of all such Members for such period. Any Discretionary Contribution shall be treated as a Company Core Contribution.

(iii) For purposes of this Section 5.2(e), a "Bargained Employee" means each eligible Employee (a) who is an Industrial Process Employee or Union Employee, or (b) whose membership in the Plan is subject to a collective bargaining agreement with Local 3151 of the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) at the Blacksburg, Virginia locations.

### 5.3 *Mode of Payment of Company Contributions*

Company contributions under Sections 5.1 and 5.2 shall be made in cash.

### 5.4 *Maximum Annual Additions.*

- (a) The annual addition to a Member's Accounts for any Plan Year, which shall be considered the "limitation year" for purposes of Section 415 of the Code, when added to the Member's annual addition for that Plan Year under any other qualified defined contribution plan of the Company or any Associated Company, shall not exceed an amount which is equal to the lesser of (i) 100% of his Statutory Compensation for that Plan Year, or (ii) \$40,000, as adjusted in accordance with Section 415(d) of the Code.
- (b) For purposes of this Section, the "annual addition" to a Member's Accounts under this Plan or any other qualified defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) maintained by the Company or an Associated Company shall be determined in accordance with (i) and (ii) below.
  - (i) The annual addition shall include all of the following amounts that have been allocated to the Member's Accounts under this Plan or any other qualified defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) maintained by the Company or an Associated Company:



- (A) the total Company contributions made on the Member's behalf by the Company and all Associated Companies, including any Company Matching Contributions distributed or forfeited under the provisions of Section 4.1 or 4.5;
  - (B) all Before-Tax Savings, Roth Contributions, and After-Tax Savings, including Before-Tax Savings and/or Roth Contributions distributed as excess contributions under Section 4.1(d) and After-Tax Savings distributed as excess aggregate contributions under the provisions of Section 4.5;
  - (C) forfeitures, if applicable; and
  - (D) solely for purposes of the dollar limit under clause (ii) of paragraph (a) above, amounts described in Sections 415(1)(1) and 419A(d)(2) of the Code allocated to the Member.
- (ii) The annual addition shall not include:
- (A) Rollover Contributions;
  - (B) loan repayments made under Article 10;
  - (C) Before Tax Savings and/or Roth Contributions distributed as excess deferrals under Section 4.1(c); and
  - (D) Catch-Up Contributions.
- (c) To the extent that the annual additions to a Member's Accounts exceed the limitation set forth in Section 415(c)(2) of the Code, corrections shall be made in a manner consistent with the provisions of the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2008-50 or any subsequent guidance. In the event that a Member of the Plan is a participant in any other defined contribution plan (whether or not terminated), maintained by the Company or any Associated Company, the total amount of annual additions to such Member's accounts under all such defined contribution plans shall not exceed the limitations set forth in this Section 5.4. The Benefits Administration Committee, under uniform rules equally applicable to similarly situated Members, shall determine how to apply the provisions of this Section in order to satisfy the limitation. In making its decision, the Benefits Administration Committee shall take into account the applicable provisions of the other qualified defined contribution plans.

*5.5 Contributions for a Period in Uniformed Services*

- (a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified uniformed service duty will be provided in accordance with Section 414(u) of the Code. A Member who is reemployed and is credited with Service for the purpose of vesting because of a period of service in the uniformed services of the United States may elect to contribute to the Plan the Before-Tax Savings and Roth Contributions (including Catch-Up Contributions) and/or After-Tax Savings that could have been contributed to the Plan in accordance with the provisions of the Plan had he remained continuously employed by the Company throughout such period of absence ("make-up contributions"). For purposes of determining the amount of make-up contributions a Member may make, his Salary for the period of absence shall be deemed to be the rate of Salary he would have received had he remained employed as an Employee for that period or, if such rate is not reasonably certain, on the basis of the Member's Salary during the 12-month period immediately preceding such period of absence (or if shorter, the period of employment immediately preceding such period). Any Before-Tax Savings, Roth Contributions, Catch-Up Contributions, and/or After-Tax Savings so determined shall be limited as provided in Sections 4.1(c), 4.1(d) and 4.5 with respect to the Plan Year or Years to which such contributions relate rather than the Plan Year in which payment is made. The make-up contributions may be made over a period not to exceed three times the period of military leave or five years, if less, but in no

event later than the Member's Termination of Employment (unless he is subsequently rehired). The make-up period shall start on the later of (i) the Member's date of reemployment, or (ii) the date the Benefits Administration Committee notifies the Employee of his rights under this Section. Earnings (or losses) on make-up contributions shall be credited commencing with the date the make-up contribution is made.

- (b) With respect to a Member who makes the election described in paragraph (a) above, the Company shall make Company Matching Contributions on the make-up contributions in the amount described in Section 5.1, as in effect for the Plan Year to which such make-up contributions relate. Company Matching Contributions under this paragraph shall be made to the Plan at the same time as Company Matching Contributions are required to be made for Before-Tax Savings, Roth Contributions, and/or After-Tax Savings made during the same period as the make-up contributions are actually made. Earnings (or losses) on Company Matching Contributions shall be credited commencing with the date the contributions are made. Any limitations on Company Matching Contributions described in Section 4.5 shall be applied with respect to the Plan Year or Years to which such contributions relate rather than the Plan Year or Years in which payment is made.
- (c) The Company shall make Company Core Contributions, Special Company Contributions, and Special Transition Contributions (and any other non-matching employer contributions that may have been required under a predecessor plan) ("make-up Company contributions") in the amounts described in Section 5.2 (or the provisions of a predecessor plan) as in effect for the Plan Year to which such make-up Company contributions relate. For purposes of determining the amount of such make-up Company contributions, a Member's Salary for the period of absence shall be deemed to be the rate of Salary he would have received had he remained employed as an Employee for that period or, if such rate is not reasonably certain, on the basis of the Member's Salary during the 12-month period immediately preceding such period of absence (or if shorter, the period of employment immediately preceding such period). Make-up Company contributions under this paragraph shall be made as soon as practicable after the Member's reemployment and shall be deemed to have been made to the Plan at the same time as such contributions would have been made but for the Member's absence. Earnings (or losses) on make-up Company contributions shall be credited commencing with the date the make-up Company contributions are made.
- (d) All contributions under this Section, other than make-up Catch-Up Contributions, are considered "annual additions," as defined in Section 415(c)(2) of the Code, and shall be limited in accordance with the provisions of Section 5.4 with respect to the Plan Year or Years to which such contributions relate rather than the Plan Year in which payment is made.
- (e) Notwithstanding any other provisions of this Section, the maximum amount of make-up contributions made by or on behalf of a Member shall be reduced by the actual amount of Company Core Contributions, Special Company Contributions, Special Transition Contributions, Before-Tax Savings and Roth Contributions (including Catch-Up Contributions), After-Tax Savings, and Company Matching Contributions, as applicable, made by or on behalf of the Member during his period of service in the uniformed services as a result of differential wage payments (as defined in Section 3401(h) of the Code) that were made to the Member or for any other reason.

#### 5.6 *Return of Contributions*

- (a) If the Commissioner of Internal Revenue, on timely application made after the initial establishment of the Plan, determines that the Plan is not qualified under Section 401(a) of the Code or refuses, in writing, to issue a determination as to whether the Plan is so qualified, the Company's contributions made on or after the date on which that determination or refusal is applicable shall be returned to the Company. The return shall be made within one year after the denial of qualification. The provisions of this paragraph shall apply only if the application for the determination is made by the date prescribed by the Secretary of the Treasury.
- (b) If all or part of the Company's deductions for contributions to the Plan are disallowed by the Internal Revenue Service, the portion of the contributions to which that disallowance applies shall be returned to the Company without interest but reduced by any investment loss attributable to those contributions, provided that the contribution is returned within one year after the disallowance of deduction. For this purpose, all

contributions made by the Company are expressly declared to be conditioned upon their deductibility under Section 404 of the Code.

- (c) The Company may recover, without interest, the amount of its contributions to the Plan made on account of a mistake of fact, reduced by any investment loss attributable to those contributions, if recovery is made within one year after the date of those contributions.
- (d) In the event that Before-Tax Savings made under Section 4.1(a) and/or Roth Contributions made under Section 4.7 are returned to the Company in accordance with the provisions of this Section, the elections to reduce Salary that were made by Members on whose behalf those contributions were made shall be void retroactively to the beginning of the period for which those contributions were made. The Before-Tax Savings and/or Roth Contributions so returned shall be distributed in cash to those Members for whom those contributions were made, provided, however, that if the contributions are returned under the provisions of paragraph (a) above, the amount of Before-Tax Savings and/or Roth Contributions to be distributed to Members shall be adjusted to reflect any investment gains or losses attributable to those contributions.

#### *5.7 Contributions Not Contingent Upon Profits*

The Company may make contributions to the Plan without regard to the existence or the amount of current and accumulated Company earnings and profits. Notwithstanding the foregoing, however, this Plan is designed to qualify as a “profit-sharing plan” for all purposes of the Code.

### ARTICLE 6

#### VESTED SHARE OF ACCOUNTS

##### *6.1 Full Vesting of all Accounts in Plan*

Except as provided otherwise in Appendix I, J, K, or L, a Member shall at all times be 100 percent vested in, and have a nonforfeitable right to, his Accounts in the Plan.

### ARTICLE 7

#### INVESTMENT OF CONTRIBUTIONS

##### *7.1 Investment Funds*

- (a) Accounts in the Plan shall be invested by the Trustee in one or more Investment Funds as authorized by the PFTIC. Such Investment Funds shall include:
  - (i) the ITT Stock Fund;
  - (ii) such Target Retirement Funds as the PFTIC shall select; and
  - (iii) for such period after October 31, 2011 as shall be determined by the PFTIC, the Exelis Stock Fund and the Xylem Stock Fund.

Such Investment Funds may also include equity funds, international equity funds, fixed income funds, money market funds, and other funds as the PFTIC elects to offer.

- (b) In addition to the Investment Funds selected by the PFTIC, a Member may establish a self-directed brokerage account (“SDA”), subject to the following terms and conditions:
  - (i) Common stock of ITT is not a permitted investment in the SDA.

- (ii) Account fees associated with a Member's SDA, as well as commissions, special handling fees, and any other transaction charges associated with transactions in the Member's SDA will be charged to the Member's SDA.
- (c) In any Investment Fund, the Trustee temporarily may hold cash or make short-term investments in obligations of the United States Government, commercial paper, an interim investment fund for tax-qualified employee benefit plans established by the Trustee, unless otherwise provided in the applicable trust agreement or by applicable law, or other investments of a short-term nature. Notwithstanding the foregoing, the Trustee in its discretion may hold such amounts in cash, consistent with its obligations as Trustee, as it deems advisable in accordance with the provisions of the trust agreement.
- (d) For the purpose of determining the value of ITT Stock, Exelis Stock, or Xylem Stock hereunder, in the event such stock is traded on a national securities exchange, such stock shall be valued as of the closing quoted selling price of such stock on the New York Stock Exchange composite tape on the business day such stock is delivered to the Trustee. In the event such ITT Stock, ITT Exelis Stock, or Xylem Stock is not traded on a national securities exchange, such shares shall be valued in good faith by an independent appraiser selected by the Trustee and meeting requirements similar to those in the regulations prescribed under Section 170(a)(1) of the Code.
- (e) The Plan is intended to constitute a plan described in Section 404(c) of ERISA. Consequently, each Member is solely responsible for the selection of his investment options. The Trustees, the Benefits Administration Committee, the Company, the PFTIC, and the officers, supervisors, and other employees of the Company are not empowered to advise a Member as to the manner in which his Accounts shall be invested. The fact that an Investment Fund is available to Members for investment under the Plan shall not be construed as a recommendation for investment in the Investment Fund.
- (f) The Trustee, or such other custodian as the PFTIC may designate, shall maintain the ITT Stock Fund. It is specifically contemplated that the ITT Stock Fund will operate as an employee stock ownership plan ("ESOP") that is designed to invest primarily in ITT Stock, within the meaning of Section 4975(e)(7) of the Code. Consistent with the ITT Stock Fund's status as an ESOP, the Trustee may keep such amounts of cash, securities or other property as it, in its sole discretion, shall deem necessary or advisable as part of the Trust Fund, all within the limitations specified in the trust agreement.
- (g) Dividends, interest, and other distributions received on the assets held by the Trustee in respect to the Investment Funds shall be reinvested in the respective Investment Fund, provided, however, with respect to the ITT Stock Fund, dividends, interest, and other distributions received on the assets held by the Trustee in respect to the ITT Stock Fund shall be reinvested in the ITT Stock Fund, except as otherwise may be provided in Section 8.8 with respect to dividends on ITT Stock.

## 7.2 *Investment of Contributions*

Subject to special provisions described in Appendices J, K, and L for certain prior participants in the Merged Plans, the Merged Bargained Plan, and the Merged Hartzell Plans, respectively, contributions under the Plan shall be invested by the Trustee as follows:

- (a) Subject to the following provisions of this Section 7.2, a Member shall make one investment election, in multiples of 1%, covering his Savings, Roth Contributions, Company Matching Contributions, Company Core Contributions, Special Company Contributions, and Special Transition Contributions made to his Accounts, to have such amounts invested in any one or more of the Investment Funds. If no investment election is made, such contribution shall be invested in the Target Retirement Fund that is appropriate based on the Member's year of birth (or such other Investment Fund as may be designated by the PFTIC), unless and until the Member elects to have all or part of his contributions invested in or transferred to other funds pursuant to Sections 7.3 and 7.4.
- (b) A Member cannot elect to direct the investment of any contributions into the Exelis Stock Fund or the Xylem Stock Fund prospectively. Amounts invested in the Exelis Stock Fund or the Xylem Stock Fund as a result of the restructuring of ITT coincident with the establishment of the Plan are the only amounts that

may be invested in such funds. A Member may elect at any time to direct the amounts invested in the Exelis Stock Fund or the Xylem Stock Fund into any other Investment Fund in the Plan, subject to the provisions of this Section 7.2 and Section 7.4.

- (c) Except as provided in Section 7.4(d), no more than 20% of a Member's Accounts may be invested in the ITT Stock Fund. A Member's investment election with respect to future contributions cannot direct more than 20% to be invested in the ITT Stock Fund.
- (d) Contributions may not be initially invested in a Member's SDA. Any amounts to be invested in a Member's SDA must be transferred into the SDA pursuant to Section 7.4.
- (e) A Member making a Rollover Contribution pursuant to Section 4.4 or a transfer contribution pursuant to Section 4.6 may make a separate initial investment election under this Section 7.2. Such Rollover Contribution or transfer contribution shall be invested, in multiples of 1%, in any one or more of the Investment Funds as elected by the Member. Notwithstanding the preceding sentence, Rollover Contributions or transfer contributions may not be initially invested in the ITT Stock Fund, the Exelis Stock Fund, Xylem Stock Fund, or a Member's SDA. A Member may subsequently transfer or reallocate his Rollover Contributions or transfer contributions to the ITT Stock Fund or the Member's SDA pursuant to Section 7.4. If a Member has not made an election with respect to the initial investment of his Rollover Contributions or transfer contributions under Section 4.6, such Rollover Contributions or transfer contributions shall be invested in the Target Retirement Fund that is appropriate based on the Member's year of birth (or such other Investment Fund as may be designated by the PFTIC).
- (f) A Member may enroll in a managed account program under which investment professionals will monitor the Member's Plan Accounts and manage all investment elections and transactions. The terms of the program shall supersede any contrary provisions of this Plan with respect to Members enrolled therein and any fees charged to the Member will be determined under the terms of the program.
- (g) A Member's Prior ESOP Account shall be invested entirely in the ITT Stock Fund, Exelis Stock Fund, and Xylem Stock Fund, as applicable, except when a Member elects to have all or part of his Prior ESOP Account transferred to or invested in another Investment Fund pursuant to this Article 7.

### *7.3 Changes in Investment Election for Future Contributions*

On any business day, by making an election in a form or manner approved by the Benefits Administration Committee for such purpose, a Member may change his investment election within the limitations set forth in Section 7.2 with respect to future Savings, Roth Contributions, Company Matching, Company Core, Special Company Contributions, and Special Transition Contributions to be made for any payroll deposited with the Trustee on or after the effective date of such notice. The effective date of such election shall be the business day following the date of the election. A Member shall be permitted to make only one investment election, covering his Savings, Roth Contributions, Company Matching, Company Core, Special Company Contributions, and Special Transition Contributions. A separate election may be made for future Rollover Contributions or transferred contributions made under Section 4.6.

### *7.4 Redistribution of Investments*

Members and Deferred Members may redistribute their investments as follows:

- (a) On any business day, by making an advance election in a form or manner approved by the Benefits Administration Committee for such purpose, a Member or Deferred Member may elect to reallocate (or transfer, as the case may be) on any Valuation Date all or part, in multiples of 1%, all of his Accounts among the Investment Funds, provided however no more than 20% of a Member's Accounts may be invested in the SDA or the ITT Stock Fund after such reallocation or transfer and no amounts may be reallocated or transferred into the Exelis Stock Fund or the Xylem Stock Fund, except as provided in Section 7.4(d). The reallocation or transfer shall be effective as soon as administratively practicable after the Valuation Date.

- (b) The PFTIC may establish such rules and restrictions regarding the redistribution of investments as it deems appropriate, including restrictions on the maximum number of transfers in a calendar month.
- (c) Any amounts invested in a fund of guaranteed investment contracts or an investment fund covered by a prospectus or other document of similar import or effect shall be subject to any and all terms of such contracts, prospectus or other documents of similar import or effect, including any limitations therein placed on the exercise of any rights otherwise granted to a Member or Deferred Member under any other provisions of this Plan with respect to such amounts.
- (d) No more than 20% of a Member's Accounts may be invested in the ITT Stock Fund. Notwithstanding the preceding sentence:
  - (i) a Member with more than 20% of his Accounts invested in the ITT Stock Fund under the ISP on October 31, 2011 (or such other date as may be designated by the PFTIC) may elect to direct that amounts invested in the Exelis Stock Fund and/or the Xylem Stock Fund be transferred to the ITT Stock Fund without regard to the 20% limit, provided however that such Member may not make any further investments in, or transfers into, the ITT Stock Fund until the 20% limitation described in the preceding sentence has been complied with.
  - (ii) a Member with more than 20% of his accounts invested in a Merged Plan as of January 1, 2009, in the Merged Bargained Plan as of February 1, 2010, or in a Merged Frozen Plan as of October 31, 2011, shall not be required to transfer such pre-January 1, 2009, pre-February 1, 2010, or pre-October 31, 2011 (as applicable) account balance in excess of 20% out of the ITT Stock Fund. If any such Member has 20% or more of his Accounts invested in the ITT Stock Fund, (A) no amounts can be transferred or reallocated from another Investment Fund under the Plan to the ITT Stock Fund, and (B) no future Company contributions can be invested in the ITT Stock Fund.

#### 7.5 Valuation Date

The Valuation Date applicable with respect to reallocations made in accordance with Section 7.4 shall be the business day such election is received and processed by the Savings Plan Administrator or its designee and shall not be later than the next business day following the day on which the Member's completed request is received and processed by the Savings Plan Administrator or its designee.

#### 7.6 Voting of ITT Stock

Each Member, Deferred Member, or Beneficiary (in the event of the death of the Member or Deferred Member) is, for the purposes of this Section 7.6, hereby designated a named fiduciary within the meaning of Section 402(a)(2) of ERISA with respect to the shares of ITT Stock allocated to his Accounts, determined as herein described. Each Member and Deferred Member (or Beneficiary in the event of the death of the Member or Deferred Member) may direct the Trustee as to the manner in which the ITT Stock allocated to his Accounts, determined as herein described, is to be voted. An individual's proportionate share of the ITT Stock Fund as to which he holds fiduciary status for voting purposes shall be determined at the time such voting rights are exercisable by multiplying the number of shares credited at that time to such portion by a fraction, the numerator of which is the value (as of the Valuation Date designated by the Benefits Administration Committee for this purpose) of that part of the individual's Accounts invested in the ITT Stock Fund with respect to which the individual provides instructions to the Trustee and the denominator of which is the aggregate value of all amounts allocated to that part of all Member Accounts which is invested in the ITT Stock Fund for which instructions are provided to the Trustee. Before each annual or special meeting of shareholders of ITT, each Member, Deferred Member, and Beneficiary shall be furnished with information regarding how to obtain a copy of the proxy solicitation material for such meeting and the form requesting instructions to the Trustee on how to vote the ITT Stock allocated to such Member's, Deferred Member's and Beneficiary's Accounts. Upon receipt of such instructions, the Trustee shall vote such shares as instructed. In lieu of voting fractional shares as instructed by Members, Deferred Members, or Beneficiaries, the Trustee may vote the combined fractional shares of ITT Stock to the extent possible to reflect the directions of Members, Deferred Members, or Beneficiaries with allocated fractional shares of each class of stock. The Trustee shall vote shares of ITT Stock allocated to Accounts under the Plan but for which the Trustee received no valid voting instructions in the same manner and in the same proportion as the shares of

ITT Stock in the Accounts in the respective funds with respect to which the Trustee received valid voting instructions are voted. Instructions to the Trustee shall be in such form and pursuant to such regulations as the Benefits Administration Committee may prescribe.

Any instructions received by the Trustee from Members, Deferred Members, and Beneficiaries regarding the voting of ITT Stock shall be confidential and shall not be divulged by the Trustee to the Company, or to any director, officer, employee or agent of the Company, it being the intent of this provision of this Section 7.6 to ensure that the Company (and its directors, officers, employees and agents) cannot determine the voting instructions given by any Member, Deferred Member, or Beneficiary.

In the event of a tender or exchange offer, the provisions of Article 15 shall control, rather than this Section.

#### *7.7 Blackout Periods*

Notwithstanding any provision of the Plan to the contrary, when required for administrative reasons, the Benefits Administration Committee may temporarily suspend, limit, or restrict the rights of Members, Deferred Members, Beneficiaries or alternate payees (as applicable) to direct or diversify the investment of some or all of their Accounts, to obtain loans from the Plan, and to obtain distributions (including in-service withdrawals) from the Plan. The number and length of such suspensions and the imposition of such limitations or restrictions shall be limited to the greatest extent practicable. Any suspension, limitation or restriction of rights under this Section shall comply with all applicable law and any guidance issued thereunder and may be imposed only if the Benefits Administration Committee timely provides notice of the suspension, limitation or restriction of such rights, as required by Section 101 of ERISA, any guidance issued thereunder, and any other applicable law.

#### *7.8 Diversification Requirements*

The Plan shall comply with the diversification requirements of Section 401(a)(35) of the Code and regulations thereunder with respect to amounts invested in the ITT Stock Fund. In this respect, available investment options other than the ITT Stock Fund into which amounts invested in the ITT Stock Fund may be reallocated at the election of the Member, Deferred Member, or Beneficiary shall include no fewer than three investment options, each of which shall be diversified and have materially different risk and return characteristics (within the meaning of applicable regulations). In addition, the opportunity to make such reallocation from the ITT Stock Fund to such other investment options shall be reasonable and periodic, occurring not less frequently than quarterly, and no direct or indirect restrictions or conditions that are prohibited under Section 401(a)(35)(D)(ii)(II) of the Code and regulations thereunder shall be imposed.

## ARTICLE 8

### CREDITS TO MEMBERS' ACCOUNTS, VALUATION AND ALLOCATION OF ASSETS

#### *8.1 Before-Tax Savings, After-Tax Savings and Rollover Contributions*

Before-Tax Savings, After-Tax Savings and Rollover Contributions (other than Roth Rollover Contributions) made on behalf of or by a Member shall be allocated to the Before-Tax Account, After-Tax Account or Rollover Account of such Member, as appropriate, as soon as practicable after such contributions are transferred to the Trust Fund.

#### *8.2 Roth Contributions and Roth Rollover Contributions*

Roth Contributions and Roth Rollover Contributions made on behalf of or by a Member shall be allocated to the Roth Account and Roth Rollover Account, respectively, of such Member, as soon as practicable after such contributions are transferred to the Trust Fund.

#### *8.3 Company Matching Contributions*

Company Matching Contributions made for a Member shall be allocated to the Company Matching Account of such Member, as soon as practicable after such contributions are made to the Trust Fund.

#### *8.4 Company Core Contributions, Special Company Contributions, and Special Transition Contributions*

Company Core Contributions made for a Member shall be allocated to the Company Core Account of such Member, as soon as practicable after such contributions are made to the Trust Fund. Special Company Contributions made for a Member shall be allocated to the Special Company Contribution Account of such Member, as soon as practicable after such contributions are made to the Trust Fund. Special Transition Contributions made for a Member shall be allocated to the Special Transition Contributions Account of such Member, as soon as practicable after such contributions are made to the Trust Fund.

#### *8.5 Credits to Members' Accounts*

At the end of each business day in which the Plan is in effect and operation, the amount of each Member's credit in each of the Investment Funds shall be expressed and credited in dollars of contributions by the Member and Company allocated to a Member's Accounts for such day. For purposes of this Article 8, "business day" means each day on which the New York Stock Exchange or any successor to its business is open for trading or such other day(s) as may be designated by the PFTIC.

#### *8.6 Valuation of Assets*

At the end of each business day, the Trustee shall determine the total fair market value of all assets then held by it in each Investment Fund. The Benefits Administration Committee reserves the right to change from time to time the procedures used in valuing the Accounts or crediting (or debiting) the Accounts if it determines, after due deliberation and upon the advice of counsel and/or the current recordkeeper, that such an action is justified in that it results in a more accurate reflection of the fair market value of assets. In the event of a conflict between the provisions of this Article and such new administrative procedures, those new administrative procedures shall prevail.

#### *8.7 Allocation of Assets*

At the end of each business day when the value of all assets in each Investment Fund has been determined pursuant to Section 8.6, the Trustee shall determine the gain or loss in the value of such assets in each of the Investment Funds. Such gain or loss shall be allocated pro rata by Investment Fund to the balances credited to the Accounts of all Members and Deferred Members as of such business day.

#### *8.8 Dividends Paid with respect to Stock in the ESOP*

Dividends with respect to Exelis Stock and Xylem Stock shall be reinvested in the Exelis Stock Fund and Xylem Stock Fund, respectively. Dividends with respect to ITT Stock shall be subject to the following provisions:

(a) Dividend Election

A Member or Deferred Member may elect, with respect to a dividend paid on ITT Stock in the ESOP as of the record date of such dividend, to have the dividend either distributed in cash to the Member or Deferred Member or reinvested in shares of ITT Stock. The Savings Plan Administrator shall prescribe rules regarding the timing and manner of a dividend election.

(b) Default Election

In the absence of an affirmative dividend election, the Member or Deferred Member shall be deemed to have elected to have the dividend reinvested in ITT Stock.

(c) Effect and Duration of Election

An election made in accordance with (a) or (b) above shall remain in effect until changed by the Member or Deferred Member in accordance with the rules established by the Savings Plan Administrator. The election shall apply to all dividends with a record date on or after the election date.

A Member or Deferred Member may change his dividend election at any time in the manner prescribed by the Savings Plan Administrator.



Notwithstanding any provision of this Section to the contrary, in the event that two or more dividend checks payable to a Member or Deferred Member remain uncashed at one time, that action shall be deemed as an election by the Member or Deferred Member to have his dividends reinvested in ITT Stock in the Plan and the Savings Plan Administrator shall reinvest any further dividends payable to the Member or Deferred Member until the Member or Deferred Member cashes the outstanding checks and makes another affirmative election to receive his dividends in cash.

(d) Cash Payment

Dividends elected to be paid in cash shall be distributed to the Member or Deferred Member as soon as administratively practicable after the dividend is received by the Trustee in the Trust Fund. The amount of cash dividends distributed shall be reduced by the amount of any losses attributable to such dividends while held in the Trust Fund. No earnings attributable to such dividends shall be distributed.

ARTICLE 9

WITHDRAWALS PRIOR TO TERMINATION OF EMPLOYMENT

*9.1 General Conditions for Withdrawals*

At any time before Termination of Employment, a Member may request a withdrawal from his Vested Share of his Accounts by submitting to the Savings Plan Administrator or its designee an election in a form or manner approved by the Benefits Administration Committee, and shall conform to the standards set by the Benefits Administration Committee, if any, regarding minimum and maximum amounts of withdrawals. Any such withdrawal shall be in accordance with the conditions of Section 9.2, Section 9.3, or Section 9.4. For purposes of this Article 9, a Member's Accounts shall be valued as of the applicable Withdrawal Valuation Date. Amounts to be distributed to Members will not participate in the investment experience of the Plan after the Withdrawal Valuation Date. Such amounts generally will be paid as soon as administratively possible following the Withdrawal Valuation Date. Except where specifically provided otherwise, Savings and Roth Contributions by the Member under the Plan may be continued without interruption.

*9.2 Withdrawals from Certain Accounts*

Subject to the provisions of Section 9.1, a Member (but not a Deferred Member) can withdraw amounts in any whole dollar amount or percentage less than or equal to the described value of his Vested Share of the following Accounts; provided, however, that the full withdrawable amount from each source from (a) through (h) below must be withdrawn before any amount can be withdrawn from the source next following on the list of sources from (a) through (h) below:

- (a) all or a portion of his After-Tax Account;
- (b) all or a portion of his Rollover Account attributable to After-tax Rollover Contributions;
- (c) all or a portion of his Prior Plan Account;
- (d) all or a portion of his Roth Rollover Account and Rollover Account not attributable to After-tax Rollover Contributions;
- (e) all or a portion of his Prior ESOP Account;
- (f) all or a portion of his Company Floor Account, Merged Employer Contributions Account, Merged Bargained Plan Matching Employer Contributions Account, Merged Matching Employer Contributions Account, and Prior Company Matching Account;
- (g) all or a portion of his Company Matching Account provided the Member has attained age 59½ as of the proposed Withdrawal Valuation Date and all or portion of the amounts specified in Section G of Appendix M;

- (h) all or a portion of his Company Core Account or Industrial Process Transfer Contributions Account provided in each case that the Member has attained age 59½ as of the proposed Withdrawal Valuation Date;
- (i) all or a portion of his Special Company Contribution Account, Special Transition Contributions Account or Industrial Process Transition Credit Account provided in each case that the Member has attained age 59½ as of the proposed Withdrawal Valuation Date.

Effective September 4, 2018, subject to the provisions of Section 9.1, a Member who, as of a Withdrawal Valuation Date, (i) has established a Total and Permanent Disability, (ii) has become eligible for a qualified reservist distribution as provided in Section 401(k)(2)(B)(i)(V) of the Code, or (iii) is deployed in the uniformed services as provided in Section 414(u)(12) of the Code may withdraw all or any portion of his Accounts. If a Member takes a withdrawal pursuant to (iii) above, the Member may not make Before-Tax Savings, Roth Contributions, or After-Tax Savings under the Plan during the six-month period beginning on the date of the withdrawal.

Withdrawals will be deemed to be deducted from each of the Investment Funds described in Article 7 on a pro rata basis, provided, however, that amounts invested in a Member's SDA are not available as a source of any withdrawals described herein. Notwithstanding the foregoing, however, a Member may reallocate his balance in the SDA to the other Investment Funds in the Plan as provided in Article 7 and such Investment Funds may then be available as a source for withdrawals in accordance with the provisions of this Article 9.

### 9.3 *Withdrawal from Before-Tax Account, Roth Account, or Roth Rollover Account*

- (a) Subject to the provisions of Section 9.1, a Member who, as of a Withdrawal Valuation Date, has attained age 59½ may withdraw all or any portion of his Before-Tax Account or Roth Account; provided, however, that the full withdrawable amount from each source listed in (a) through (i) of Section 9.2 must be withdrawn before any amount can be withdrawn pursuant to this Section 9.3(a).
- (b) Subject to the provisions of Section 9.1, a Member who has not qualified for a withdrawal under Section 9.3(a) as of a Withdrawal Valuation Date and who has withdrawn all amounts available under Section 9.2 may withdraw all or a portion of his Before-Tax Account, Roth Account, Roth Rollover Account, and/or Qualified Nonelective provided he has an immediate and heavy financial need and the withdrawal is necessary to satisfy such need, as provided below. If a Member has not withdrawn all amounts available under Section 9.2, he must take a separate withdrawal of the amounts available under Section 9.2 and that withdrawal shall not be treated as a withdrawal due to hardship.
  - (i) The amount of a hardship distribution shall not exceed the value of a Member's Before-Tax Account, Roth Account, Roth Rollover Account, and/or Qualified Nonelective Account. For hardship distributions made on or before December 31, 2019, earnings on a Member's Before-Tax Account, Roth Account and Roth Rollover Account, shall be excluded for purposes of determining the amount of the hardship distribution. For hardship distributions made on or after January 1, 2020, earnings on a Member's Before-Tax Account, Roth Account, Roth Rollover Account, and/or Qualified Nonelective Account shall be included for purposes of determining the amount of the hardship distribution, regardless of when earned.
  - (ii) As a condition for receiving a withdrawal pursuant to the provisions of this Section 9.3(b), there must exist with respect to the Member an immediate and heavy financial need to draw upon his Accounts. For purposes of this subparagraph (b), the Benefits Administration Committee shall presume the existence of an immediate and heavy financial need if the requested withdrawal is on account of any of the following:
    - (A) expenses for (or necessary to obtain) medical care for the Member, the Member's spouse, dependent, or, effective January 17, 2019, the Member's Primary Beneficiary, which would be deductible under Section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5 percent of adjusted gross income);

- (B) costs directly related to the purchase of a principal residence of the Member (excluding mortgage payments);
- (C) payment of tuition and related educational fees, and room and board expenses, for the next 12 months of post-secondary education of the Member, his spouse, children or dependents (as defined in Section 152 of the Code and determined without regard to Sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code), or, effective January 17, 2019, Primary Beneficiary;
- (D) payment of amounts necessary to prevent eviction of the Member from his principal residence or to avoid foreclosure on the mortgage of his principal residence;
- (E) payments for burial or funeral expenses for the Member's deceased parent, spouse, children or dependents (as defined in Section 152 of the Code and without regard to Section 152(d)(1)(B) of the Code), or, effective January 17, 2019, Primary Beneficiary;
- (F) expenses for the repair of damages to the Member's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10 percent of the Member's adjusted gross income and, effective January 17, 2019, Section 165(h)(5) of the Code); or
- (G) effective January 17, 2019, expenses and losses (including loss of income) incurred by the Member on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Member's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or
- (H) the inability of the Member to meet such other expenses, debts, or other obligations recognized by the Internal Revenue Service as giving rise to immediate and heavy financial need for purposes of Section 401(k) of the Code.

The amount of the withdrawal may not be in excess of the amount of the financial need of the Member, including an additional amount equal to 20 percent of the amount otherwise needed to satisfy such financial need to pay any federal, state, or local taxes and any amounts necessary to pay any penalties reasonably anticipated to result from the hardship distribution.

For purposes of this Section 9.3(b), "Primary Beneficiary" means an individual who is both named as a Beneficiary of the Member and has an unconditional right, upon the death of such Member, to all or a portion of the balance of such Member's Accounts.

- (iii) As a condition for receiving a withdrawal pursuant to the provisions of this Section 9.3(b), the Member must demonstrate that the requested withdrawal is necessary to satisfy the financial need described in (ii) above. For purposes of this subparagraph, the Benefits Administration Committee shall presume that the withdrawal is necessary to satisfy the immediate and heavy financial need if the following requirements are met:
  - (A) The distribution does not exceed the amount of the immediate and heavy financial need of the Member (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);
  - (B) The Member has obtained all distributions (other than hardship distributions) available under all other retirement plans maintained by the Company and all Associated Companies, including this Plan and including distribution of all cash dividends currently available to the Member under Section 8.8 of the Plan and, prior to January 1, 2020, all non-taxable loans available under all retirement plans maintained by the Company and all

Associated Companies, including this Plan, provided that the loan repayments do not result in an additional financial hardship for the Member.

- (C) Effective for hardship distributions made on or after January 1, 2020, the Member has provided to the Benefits Administration Committee a representation in writing (including by using an electronic medium or in such other form as may be prescribed by the Commissioner of Internal Revenue) that he has insufficient cash or other liquid assets reasonably available to satisfy the need, and the Benefits Administration Committee does not have actual knowledge to the contrary; and
- (D) For all hardship distributions made on or before December 31, 2019, the Member agrees to cease all Before-Tax Savings, Roth Contributions, and After-Tax Savings under this Plan and under any other plans of the Company or of any Associated Company for a period of not less than six months following the hardship withdrawal; provided, however, that the suspension period for a participant who receives a hardship distribution in the 2019 Plan Year shall end at the earlier of (1) the expiration of six months following receipt of the distribution or (2) January 1, 2020.

The Benefits Administration Committee or its designee shall make determinations of financial hardship in a uniform and nondiscriminatory manner, with reference to all the relevant facts and circumstances and in accordance with applicable tax law under Section 401(k) of the Code.

#### *9.4 Coronavirus-Related Distributions*

Effective April 6, 2020, during the period beginning April 6, 2020 and ending before December 31, 2020, and subject to the provisions of section 2202(a)(2)(B) of the CARES Act, a Coronavirus Qualified Individual who is a Member may withdraw, from his or her Accounts, Coronavirus-Related Distributions that in the aggregate equal no more than \$100,000. A Member may repay the Coronavirus-Related Distribution to the Plan pursuant to Section 4.8 and applicable IRS guidance.

#### *9.5 Form of Payment*

Withdrawal payments shall be made in the form of cash, except that the Member may request to receive the portion of his Accounts invested in the ITT Stock Fund to be paid in shares of ITT Stock, with any fractional shares being paid in cash.

#### *9.6 Death after Withdrawal Election*

If a Member elects a withdrawal and dies after the issuance of the check(s) or shares of ITT Stock comprising such withdrawal but prior to negotiation of such check(s) comprising all or a portion of such distribution, then any unpaid cash portion of the withdrawal as represented by the non-negotiated check(s) shall be paid to his estate. If more than one check comprises such withdrawal and the Member negotiates the first check but dies prior to the issuance of any subsequent check, then any subsequent check shall be paid to his estate. If a Member elects a withdrawal and dies prior to the issuance of any check(s) or shares of ITT Stock comprising such withdrawal, then the withdrawal election shall be voided.

#### *9.7 Direct Rollover*

Certain withdrawals or portions thereof paid pursuant to this Article 9 may be “eligible rollover distributions” as defined and discussed in Section 11.7 and are governed with respect thereto by such Section.

## ARTICLE 10

### LOANS

#### *10.1 General Conditions for Loans*

Subject to the restrictions in this Article 10, at any time before Termination of Employment, a Member may file an application in a form or manner approved by the Benefits Administration Committee requesting a loan from his Accounts. By filing the loan forms, the Member:

- (a) specifies the amount and the term of the loan;
- (b) agrees to the annual percentage rate of interest;
- (c) agrees to the finance charge;
- (d) promises to repay the loan; and
- (e) authorizes the Company to make regular payroll deductions to repay the loan, with the loan repayments computed based on the frequency of the Member's payroll payments.

The Member shall certify in such application as to the existence and amount of any outstanding loans (including any loans deemed distributed) from any qualified plans maintained by the Company and all Associated Companies.

If at the time a loan is to be issued to a Member a prior loan has been deemed distributed to the Member and not repaid, a new loan may only be issued to a Member if the Member repays the unpaid loan balance, including accrued interest to the date of repayment.

To the extent required by law and under such rules as the Benefits Administration Committee shall adopt, loans shall also be made available on a reasonably equivalent basis to any Beneficiary or former Employee who maintains an account balance under the Plan and who is still a party-in-interest (within the meaning of Section 3(14) of ERISA).

### *10.2 Amounts Available for Loans*

A Member may request a loan in any specified whole dollar amount which must be at least \$1,000 but which, when added to the outstanding balance of any other loans to the Member from this Plan or any other qualified plan of the Company or any Associated Company, including the amount of any unpaid deemed loan distribution and accrued interest thereon, does not exceed the lesser of:

- (a) 50% of his Vested Share of his Accounts; or
- (b) \$50,000, reduced by the excess of (i) the Member's highest outstanding loan balance(s) from this Plan or any other plan sponsored by the Company or any Associated Company, if any, during the one-year period ending on the day before the day the loan is made, over (ii) the outstanding balance of loans to the Member from such plans on the date on which the loan is made.

Effective April 6, 2020, solely with respect to a Coronavirus Qualified Individual who is a Member, the reference in the reference in Section 10.2(a) to 50% is replaced with "100%" and the reference in Section 10.2(b) to \$50,000 is replaced with "\$100,000", in each case for the period beginning on April 6, 2020 and ending on September 22, 2020.

For purposes of determining amounts actually available for loans, a Member's Accounts shall be determined based on the Loan Valuation Date at the time he files his loan request with the Savings Plan Administrator or its designee.

### *10.3 Account Ordering for Loans*

For purposes of processing a loan, the amount of such loan will be deducted from the Member's Accounts in the order set by the Benefits Administration Committee under loan rules.

A loan is deducted from a Member's Accounts as of the Loan Valuation Date. Amounts so deducted and distributed to a Member as a Plan loan will not participate in the investment experience of the Plan except as such amounts are repaid to the Member's Accounts. Loans will be deemed to be deducted from each of the Investment Funds on a pro rata basis, provided,

however, that no amount shall be deemed to be deducted from the ITT Stock Fund until all amounts have been withdrawn from all of the other Investment Funds, and provided further that amounts invested in a Member's SDA are not available as a source of any loans described herein. Notwithstanding the foregoing, however, a Member may reallocate his balance in the SDA to the other Investment Funds and such Investment Funds may then be available as a source for loans.

#### *10.4 Interest Rate for Loans*

The Benefits Administration Committee shall establish and communicate to Members a reasonable rate of interest for loans commensurate with the interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances, as determined by the Benefits Administration Committee, which interest rate shall remain in effect for the term of the loan, except that with respect to a Member who enters the uniformed services of the United States, the Member may elect to have the interest rate applicable to the unpaid loan balance during the period of leave reduced to 6%.

#### *10.5 Term and Repayment of Loan*

- (a) The term of any loan shall be for a period of from 1 to 60 whole months, at the election of the Member, provided that a Member who is using a loan to acquire his own principal residence may elect to repay a loan over a period of whole months between 1 and 180. Except as provided in (b) or (c) below, payments of principal and interest will be made by after-tax payroll deductions or in a manner agreed to by the Member and the Benefits Administration Committee in substantially level amounts, but no less frequently than quarterly, in an amount sufficient to amortize the loan over the repayment period. A Member who is actively employed by the Company cannot elect to cease payroll deductions for repayment of a loan. Except as set forth below with respect to Members who enter the uniformed services of the United States, no extension of the loan term shall be permitted after the loan is made. Repayment of the loan is made to the Member's Accounts from which the loan amount was deducted in the inverse order to the Account Ordering for Loans described in Section 10.3; provided, however, that if a Member's loan is funded in part by an amount attributable to his Roth Account and/or Roth Rollover Account, a proportionate share of each of the Member's loan payments shall be allocated to the Member's Roth Account and/or Roth Rollover Account, as applicable. Repayments are invested in the Member's Accounts in accordance with his current investment election. Loan repayments are not credited with investment experience under the Plan until the first business day following the day on which such repayments are received by the Trust Fund.
- (b) If a Member with an outstanding loan takes a leave of absence to enter the uniformed services of the United States, and such Member will receive military differential wage payments (as defined in Section 3401(h) of the Code) in an amount equal to or greater than his loan repayment, his after-tax payroll deduction loan repayments shall continue during such leave of absence. If a Member with an outstanding loan takes a leave of absence to enter the uniformed services of the United States and such Member will not receive military differential wage payments sufficient to cover his loan repayments, his after-tax payroll deduction loan repayments shall be suspended during the period of leave unless the Member elects to make payments directly by certified check or money order. If payments are suspended, upon the Member's reemployment from the uniformed services, the period of repayment shall be extended by the number of months of the period of service in the uniformed services or, if greater, the number of months that would remain if the original loan term were five years plus the number of months in the period of absence; provided, however, if the Member incurs a Termination of Employment and requests a distribution pursuant to Article 11, the loan shall be canceled, and the outstanding loan balance shall be distributed pursuant to Article 11. The Member shall resume payments in the same amount as before the leave with the balance of the loan (including any interest that accrued during the period of uniformed service) due upon the expiration of the repayment period. Alternatively, the Member may elect to have the remaining balance (including any interest that accrued during the period of uniformed service) reamortized in substantially level installments over the extended term of the loan.
- (c) If a Member with an outstanding loan takes an authorized leave of absence without pay or reduced pay that is less than the required loan payments, for reasons other than to enter the uniformed services of the United States, the Member shall pay any loan payments that become due during such leave directly to the Plan, in the form and manner and at such time as may be prescribed by the Benefit Administration Committee.

(d) Effective April 6, 2020, with respect to any loan that is outstanding on or after April 6, 2020 and that is or was made to a Coronavirus Qualified Individual who is a Member, the due date of any repayment scheduled to occur between April 6, 2020 and December 31, 2020 will be suspended for one year. Such loan will continue to accrue interest during this suspension. This suspension will not count towards the term of the loan (other than a loan for the purpose of purchasing the Participant's principal residence). Such loan will be reamortized, and the term of the loan extended by one year, in accordance with the safe harbor in IRS Notice 2020-50 and repayments will resume after December 31, 2020. The Benefits Administration Committee may establish procedures to administer this Section 10.5(d) in accordance with applicable law and IRS guidance.

#### *10.6 Frequency of Loan Requests*

A Member may have no more than two loans outstanding at any time. Each loan shall be evidenced by a promissory note payable to the Plan.

#### *10.7 Prepayment of Loans*

A Member may prepay the entire outstanding balance of a loan, with interest to date of prepayment except as provided under Section 10.8, at any time. Partial prepayments are not permitted.

#### *10.8 Outstanding Loan Balance at Termination of Employment*

Upon a Member's Termination of Employment, the Deferred Member may continue to make periodic repayments of his outstanding loans provided that his Accounts plus his loan balance at the time of his Termination of Employment is greater than \$5,000, and provided further that if the Deferred Member requests a distribution of his remaining Accounts pursuant to Article 11, the unpaid loan balance shall be treated as an offset distribution. Effective with loans approved on or after January 1, 2014, a Member will no longer be permitted to continue to make loan repayments after the Member's Termination of Employment.

If a Deferred Member fails to pay the loan balance in full or make loan repayments in accordance with Section 10.5, the Benefits Administration Committee may execute upon its security interest in the Member's Accounts under the Plan to satisfy the debt; provided, however, the Plan shall not levy against amounts held in the Member's Accounts until such time as a distribution of such Accounts could otherwise be made under the Plan.

#### *10.9 Loan Default*

Under certain circumstances, including, but not limited to, a Member's failure to make timely loan repayments, the Benefits Administration Committee may declare the Member's loan to be in default. If a Member's loan is not repaid in accordance with the terms contained in the promissory note and a default occurs, the Plan may execute upon its security interest in the Member's Accounts under the Plan to satisfy the debt; provided, however, the Plan shall not levy against amounts held in the Member's Accounts until such time as a distribution of such Accounts could otherwise be made under the Plan.

#### *10.10 Incorporation by Reference*

Any additional rules or restrictions as may be necessary to implement and administer Plan loans shall be in writing and communicated to Members. Such further documentation is hereby incorporated into the Plan by reference, and, pursuant to Section 13.3, the Benefits Administration Committee is hereby authorized to make such revisions to these rules, as it deems necessary or appropriate on the advice of counsel.

#### *10.11 Death after Loan Application*

If a Member applies for a loan and dies after a check for the loan amount has been issued but prior to negotiation of the check, then the loan shall be paid to his estate or voided, at the option of the Benefits Administration Committee. If a Member applies for a loan and dies before the check for the loan amount is issued, then the loan application shall be voided.

#### *10.12 Transfer of Loans*

The Benefits Administration Committee may designate that the Plan will accept the transfer of a loan from another qualified retirement plan on behalf of a Member who becomes an Employee as a result of an acquisition by ITT or the Company. Loans were transferred for prior participants in the Merged Frozen Plans, the Merged Plans, the Merged Bargained Plan, the Merged Hartzell Plans, and the Merged Industrial Process Plan as set forth in Appendices I, J, K, L, and M, respectively.

## ARTICLE 11

### DISTRIBUTIONS

#### 11.1 General

- (a) Upon Termination of Employment, a Member may apply for distribution of the value of his Vested Share of his Accounts. Alternatively, upon Termination of Employment, a Member whose Vested Share of his Accounts exceeds \$5,000 may elect to defer distribution of his Vested Share of his Accounts until December 31 of the year in which he attains age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72). If a Member terminates employment with no Vested Share in his Accounts, he shall be deemed to have received a full distribution of his benefit at the time of his Termination of Employment. If a Member whose Vested Share of his Accounts exceeds \$5,000 does not apply for a distribution of his Vested Share of his Accounts within 90 days of his Termination of Employment, he shall be deemed to be a Deferred Member. A Deferred Member may elect a partial distribution of any portion of his Vested Share of his Accounts in a lump sum amount at any time, and from time to time, after his Termination of Employment, provided said Deferred Member is not receiving installment payments pursuant to an election under Section 11.3. All distributions under this Section 11.1(a) will be deemed to be deducted from each of the Deferred Member's Investment Funds on a pro rata basis, provided, however, that amounts invested in an SDA are not available as a source of any partial distributions described herein. Notwithstanding the foregoing, however, a Deferred Member may reallocate the balance in his SDA to other Investment Funds in the Plan as provided in Article 7 and such Investment Funds may then be available as a source for partial distributions under this Section.
- (b) Upon the death of a Member or Deferred Member, the value of the Vested Share of such Member's or Deferred Member's Accounts shall be distributed to his Beneficiary, subject to the following:
- (i) If the Member's or Deferred Member's Beneficiary is not the spouse of such Member or Deferred Member, the Vested Share of the Member's or Deferred Member's Accounts shall be distributed to the Beneficiary in accordance with said Beneficiary's election under Section 11.3; provided the entire value of the Vested Share of the Member's Accounts is distributed no later than five years from the Member's or Deferred Member's date of death. Such nonspouse Beneficiary may also elect partial distributions of the Member's benefit in lump sums from time to time during this five-year period, provided that the entire value of the Vested Share of the Member's Accounts is distributed no later than five years from the Member's or Deferred Member's date of death.
- (ii) If the Member's or Deferred Member's Beneficiary is his spouse and the value of the Accounts to be distributed to the spouse Beneficiary exceeds \$5,000, such spouse Beneficiary may elect to defer receipt of the Member's or Deferred Member's Accounts until the December 31 Valuation Date of the year in which the Member or Deferred Member would have reached age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72). If a spouse Beneficiary's Accounts exceed \$5,000 and the spouse Beneficiary does not apply for a distribution of his Accounts within 90 days of the Member's or Deferred Member's death, such spouse Beneficiary will be deemed to be a Deferred Member. Such spouse Beneficiary will receive distribution of the Accounts as of the date the Member or Deferred Member would have attained age 65, provided such spouse Beneficiary files application for such distribution. A spouse Beneficiary may, however, file application for distribution of such Accounts at any time prior to the December 31 Valuation Date of the year in which the Member or Deferred Member would have reached age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72). In addition to the methods of distribution in Section 11.3, a spouse Beneficiary of a deceased Member or Deferred Member may elect a partial distribution of any portion of his



Accounts in a lump-sum amount at any time, and from time to time and subject to the provisions of (a) above.

- (c) Notwithstanding any provision of the Plan to the contrary, distributions shall commence as follows:
- (i) A Member or Deferred Member who is a “5-percent owner” as defined in Section 416(i) of the Code must commence distribution of his Accounts no later than December 31 of the year in which he attains age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72).
  - (ii) A Member or Deferred Member who is not a “5-percent owner” as defined in Section 416(i) of the Code must commence distribution of his Accounts after his Termination of Employment by December 31 of the later of the calendar year in which the Member attains age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72) or the calendar year in which the Member’s Termination of Employment occurs.
  - (iii) The Accounts of a Member or a Deferred Member who has attained age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72) and is required to commence distribution under this paragraph shall be paid under the payment method described in Section 11.3(c)(ii) below if the Member or Deferred Member does not apply for distribution and elect a form of payment before payments are required to commence.
- (d) Notwithstanding the provisions of (a), (b), or (c), above, or Section 11.3 below, a Member or Deferred Member (or Beneficiary) may elect to commence distribution of the value of the Vested Share of the Member’s Accounts held in the ESOP portion of the Plan not later than one year after the end of the Plan Year:
- (i) in which the Member separates from service on or after attaining age 65 or by reason of Disability or death; or
  - (ii) which is the fifth Plan Year following the Plan Year in which the Member otherwise separates from service, unless the Member is reemployed by the Company or any Associated Company before such year.
- (e) Notwithstanding the foregoing, in the event a Member or Deferred Member fails to file a claim for benefits in accordance with the preceding sentence, the Member or Deferred Member shall be deemed to have elected to defer distribution of his Accounts to as soon as administratively practicable following the date the Member terminated employment or attained age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72), if later; provided that in no event shall payment commence later than the April 1 following the calendar year in which the Member terminated employment or attained age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72), if later.

#### *11.2 Valuation Date and Conditions of Distribution*

- (a) The value of any distribution will be determined as of the Valuation Date on which a completed application for the distribution by the Member, Deferred Member or Beneficiary is received and processed by the Savings Plan Administrator (or its designee) or the next business day.
- (b) Application by the Member, Deferred Member or Beneficiary must be in a form or manner approved by the Benefits Administration Committee or its designee.
- (c) Generally, all funds distributed will be paid as soon as practicable following the applicable Valuation Date. If part of the distribution is to be paid in stock, the stock certificate will be distributed after the check representing the cash distribution has been distributed.

### 11.3 *Methods of Distribution*

After Termination of Employment occurs, and as soon as practicable following application by the Member, Deferred Member or Beneficiary, distributions under the Plan shall be made in the following manner:

- (a) All distributions from other than the ITT Stock Fund shall be made in cash.
- (b) Unless the Member, Deferred Member or Beneficiary elects to take ITT Stock for distributions from the ITT Stock Fund, a distribution from such fund shall be in cash. In all cases, fractional shares shall be paid in cash.
- (c) All distributions shall be made in the form of a lump sum payment, unless the Member, Deferred Member or Beneficiary elects otherwise, as provided below. All distributions shall be made as soon as practicable after receipt of the application by the Member, Deferred Member or Beneficiary in accordance with Section 11.2(b). However, with prior notice in a form or manner approved by the Benefits Administration Committee, distribution may be made in one of the installment methods of payment described in (i) or (ii) below, subject to the restrictions provided below or in Section 11.1(b).
  - (i) Provided the value of the Vested Share of the Member's, Deferred Member's or Beneficiary's Accounts is at least \$5,000, and the first payment is at least \$1,000, by payment in annual installments over a period elected by the Member, Deferred Member or Beneficiary. The period over which annual installments may be paid may not exceed the life expectancy of the Member, Deferred Member or Beneficiary, or if the Member or Deferred Member (for this purpose Deferred Member does not include a spouse Beneficiary) is married, and so elects, the joint life expectancy of the Member or Deferred Member and the Member's or Deferred Member's spouse. All such installments shall be determined as follows:
    - (A) The amount of the annual installments to be paid to each Member or Deferred Member (or Beneficiary in the event of the Member's or Deferred Member's death) making such an election shall be based upon the value of the Vested Share of his Accounts as of the Valuation Date coinciding with or next following the date of receipt by the Savings Plan Administrator or its designee of his completed application and each anniversary thereof, and shall be determined by multiplying such value by a fraction, the numerator of which shall be one and the denominator of which shall be the number of unpaid annual installments.
    - (B) Any Member or Deferred Member who is no more than 70 years old and who elects annual installment payments may, at any time thereafter, elect, by filing a request with the Savings Plan Administrator or its designee, to cancel annual installment payments. The Valuation Date applicable to such election shall be the business day coinciding with or next following the date on which his completed request is received and processed by the Savings Plan Administrator or its designee. Such Member or Deferred Member may at any time thereafter, make another payment election under the Plan, provided that he may elect only a lump sum payment or partial distributions.
    - (C) If a Member or Deferred Member's Beneficiary is not his spouse, and the Member is deceased, annual installment payments to such Beneficiary may not extend beyond the end of the calendar year which contains the fifth anniversary of the death of the Member or Deferred Member.
  - (ii) Provided the value of the Vested Share of the Member's, Deferred Member's or Beneficiary's Accounts is at least \$5,000, and the first payment is at least \$1,000, by payment in annual installments over the Member's or Deferred Member's life expectancy or, if the Member or Deferred Member is married, and so elects, over the joint life

expectancies of the Member or Deferred Member and the Member's or Deferred Member's spouse, as actuarially determined at the time of commencement of the initial installment and as redetermined annually thereafter. The amount of such installments will be based on the value of the Vested Share of his Accounts as of the Valuation Date coinciding with or next following the date of receipt by the Savings Plan Administrator or its designee of his application and each anniversary thereof, and shall be determined by multiplying such value by a fraction, the numerator of which shall be one and the denominator of which shall be the number of years and fraction thereof of his life expectancy based on his age and the mortality table adopted by the Benefits Administration Committee for such purpose at the time the installment is payable. Any Member or Deferred Member who is no more than 70 years old and who elects annual installment payments over his life expectancy may at any time thereafter elect to cancel such payments by filing a request with the Savings Plan Administrator or its designee. Such Member or Deferred Member may, at any time thereafter, make another payment election under the Plan. Life expectancy installments described in this paragraph are not available to a Beneficiary who is not the spouse of a Member or Deferred Member.

Installment payments under (i) or (ii) above shall be made in the form of ITT Stock or cash, or both, as provided in (a) and (b), above.

- (d) If a Member or Deferred Member elects a distribution other than installments as provided in (c)(i) or (c)(ii) above and the Member or Deferred Member dies after the Valuation Date applicable to such distribution but prior to negotiation of any check(s) comprising any portion of such distribution, then the distribution otherwise payable in cash shall be paid to his estate. If more than one check comprises the cash portion of such distribution and the Member or Deferred Member negotiates the first check but dies prior to the negotiation of any subsequent check, then any subsequent check shall be paid to his estate. If a Member or Deferred Member elects a distribution and the Member or Deferred Member dies prior to the Valuation Date applicable to such distribution, then the distribution shall be paid to his Beneficiary.
- (e) If a Member or Deferred Member elects installment distributions as provided in (c)(i) or (c)(ii) above and the Member or Deferred Member dies before all the installments are paid, then the following provisions shall apply:
  - (i) If the Member's or Deferred Member's Beneficiary is not his spouse, and if an installment is paid with a Valuation Date that occurred prior to the date of death of the Member or Deferred Member and prior to the Member's or Deferred Member's negotiation of the check comprising all or a portion of such installment, then such installment (or portion thereof) shall be paid to his estate; the remaining value of the Member's or Deferred Member's Accounts shall be paid to his Beneficiary at one time.
  - (ii) If the Member's or Deferred Member's Beneficiary is not his spouse, such Beneficiary may request annual installment payments, provided that the number of installments does not extend beyond the end of the calendar year which contains the fifth anniversary of the death of the Member or Deferred Member.
  - (iii) If the Member's or Deferred Member's Beneficiary is his spouse, then such spouse Beneficiary may continue receiving payment of the deceased Member's or Deferred Member's Accounts pursuant to the same method of distribution elected by the Member or Deferred Member, except that the spouse's life expectancy shall be substituted for the life expectancy of the Member. The spouse Beneficiary may, at any time while receiving payment of such Accounts, elect, by filing a request with the Savings Plan Administrator or its designee, to cancel installment payments. Such spouse Beneficiary may at any time thereafter, elect a lump sum payment or partial distributions, subject to the provisions of Section 401(a)(9) of the Code.
- (f) The Vested Share of the Accounts of a Member who, following Termination of Employment, fails to apply for distribution of such Accounts, shall be paid in cash (or, if the Member so elects shares of ITT Stock) in

the form of a lump sum payment, provided that the value of the Vested Share of such Accounts is \$5,000 or less on a Valuation Date no earlier than the next business day following his Termination of Employment, without regard to the value of the Member's Accounts at the time of an earlier distribution.

In the event a Member who is subject to the provisions of the immediately preceding paragraph and whose Vested Share of his Accounts is in excess of \$1,000 fails to make an affirmative election to either receive the lump sum payment in cash or have it directly rolled over to an eligible retirement plan pursuant to the provisions of Section 11.7 within such election period as shall be prescribed by the Benefits Administration Committee, the Benefits Administration Committee shall direct the Trustee to transfer such lump sum payment to an individual retirement plan (within the meaning of Section 7701(c)(37) of the Code) ("IRA") selected by the PFTIC; provided, however, that, for purposes of applying the \$1,000-threshold, a Member's Roth Account and Roth Rollover Account and the remainder of the Member's Accounts shall be treated as held under two separate plans. The IRA shall be maintained for the exclusive benefit of the Member on whose behalf such transfer is made. The transfer shall occur as soon as practicable following the end of the election period. The funds in the IRA shall be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity, as determined from time to time by the PFTIC. In implementing the provisions of this paragraph, the Benefits Administration Committee and/or the PFTIC as appropriate pursuant to the terms of this paragraph, shall:

- (i) enter into a written agreement with each IRA provider setting forth the terms and conditions applicable to the establishment and maintenance of the IRA in conformity with applicable law;
- (ii) furnish Members with notice of the Plan's automatic rollover provisions, including, but not limited to, a description of the nature of the investment product in which the assets of the IRA will be invested and how the fees and expenses attendant to the IRA will be allocated, and a statement that a Member may roll over the assets of the IRA to another eligible retirement plan. Such notice shall be provided to Members in such time and form as shall be prescribed by the Benefits Administration Committee in accordance with applicable law;
- (iii) keep records, when appropriate, of a Member's after-tax basis in the amount transferred to the IRA; and
- (iv) fulfill such other requirements of the safe harbor contained in Department of Labor Regulation §2550.404a-2 and, if applicable, the conditions of Department of Labor Prohibited Transaction Class Exemption 2004-16.

Alternative methods of distribution may apply to that portion of a Member's or a Deferred Member's Accounts attributable to a Prior Plan Account, as specified in the applicable appendices to the Plan.

#### *11.4 Death of Beneficiary*

Notwithstanding any provision of the Plan to the contrary, upon the death of a Beneficiary with Accounts remaining in the Plan, the remaining value of all such Accounts shall be paid in a lump sum distribution within one year of the Beneficiary's death to the Beneficiary selected by the Beneficiary, if any, or if no such Beneficiary has been named by the Beneficiary, the remaining value of all such Accounts shall be paid in a lump sum distribution within one year of the Beneficiary's death to the estate of the Beneficiary.

#### *11.5 Proof of Death and Right of Beneficiary or Other Person*

The Benefits Administration Committee may require and rely on such proof of death and such evidence of the right of any Beneficiary or other person to receive the undistributed value of the Accounts of a deceased Member, Deferred Member or Beneficiary as the Benefits Administration Committee may deem proper, and its determination of death and of the right of such Beneficiary or other person to receive payment shall be conclusive. Payment to any Beneficiary shall be final and fully

satisfy and discharge the obligation of the Plan with respect to any and all Accounts of a deceased Member or Deferred Member.

In the event of a dispute regarding the account of a deceased Member or Deferred Member, the Benefits Administration Committee may make a final determination, or initiate or participate in any action or proceeding as may be necessary or appropriate to determine any Beneficiary under the Plan.

During the pendency of any action or proceeding, the Benefits Administration Committee may deposit an amount equal to the disputed payment with the court and such deposit shall relieve the Plan of all of its obligations with respect to any such disputed Accounts. Alternatively the Benefits Administration Committee, at its discretion, may direct any disputed accounts be invested in the Stable Value Fund or such other as designated by the PFTIC pending the resolution of any dispute regarding a deceased Member's or Deferred Member's Accounts.

#### *11.6 Completion of Appropriate Notice*

Except as provided in this Section, if the value the Vested Share of a Member's Accounts exceeds \$5,000, an election by the Member or Deferred Member (for this purpose Deferred Member does not include a spouse Beneficiary) to receive a distribution prior to age 65 shall not be valid unless the written election is made after the Member or Deferred Member has received the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations and within a reasonable time before the effective date of the commencement of the distribution as prescribed by said regulations. Such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that:

- (a) the Benefits Administration Committee clearly informs the Member that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and
- (b) the Member, after receiving the notice under Sections 411 and 417 of the Code, affirmatively elects a distribution.

The Benefits Administration Committee may permit any notices to be given electronically, in accordance with procedures to be established in the Benefits Administration Committee's sole discretion.

#### *11.7 Direct Rollover of Certain Distributions*

Notwithstanding any other provision of this Plan, with respect to any withdrawal or distribution from this Plan pursuant to Article 9 or this Article 11 which is determined by the Savings Plan Administrator or its designee to be an "eligible rollover distribution," the distributee may elect, at the time and in a manner prescribed by the Benefits Administration Committee for such purpose, to have the Plan make a "direct rollover" of all or part of such withdrawal or distribution to a maximum of two "eligible retirement plans" which accept such rollover. The following definitions apply to the terms used in this Section 11.7:

- (a) "Distributee" means:
  - (i) a Member or Deferred Member;
  - (ii) a Member's or Deferred Member's spouse Beneficiary;
  - (iii) a Member's or Deferred Member's spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code with regard to the interest of the spouse or former spouse; and
  - (iv) a nonspouse Beneficiary.
- (b) "Eligible rollover distribution" is any withdrawal or distribution of all or any portion of an individual's vested account balance owing to the credit of a distributee, except that the following distributions shall not be eligible rollover distributions:

- (i) any distribution that is one of a series of substantially equal periodic payments made for the life or life expectancy of the distributee, or for a specified period of ten years or more;
  - (ii) any distribution required under Section 401(a)(9) of the Code;
  - (iii) after-tax amounts (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) unless such amount is rolled over or transferred (i.e., directly rolled) to an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or a Roth individual retirement account described in Section 408A(b) of the Code; or transferred (i.e., directly rolled) to a qualified plan described in Section 401(a) of the Code or to an annuity plan described in Section 403(b) of the Code provided such plan agrees to separately account for such after-tax amount and earnings thereon;
  - (iv) any in-service withdrawal that is made on account of hardship;
  - (v) any distribution of Roth contributions unless such amount is rolled over to (A) a Roth IRA described in section 408A(b) of the Code or (B) a designated Roth account in an applicable retirement plan described in section 402A(e)(1) of the Code that separately accounts for amounts transferred (and earnings thereon) and, in either case, the rollover is permitted under section 402(c) of the Code; and
  - (vi) any other distribution that is not an eligible rollover distribution under the Code or regulations thereunder.
- (c) “Eligible retirement plan” means any of the following types of plans that accept the distributee’s eligible rollover distribution:
- (i) a qualified plan described in Section 401(a) of the Code;
  - (ii) an annuity plan described in Section 403(a) of the Code;
  - (iii) an individual retirement account or individual retirement annuity described in Section 408(a) or 408(b) of the Code, respectively;
  - (iv) an annuity contract described in Section 403(b) of the Code;
  - (v) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; and
  - (vi) a Roth IRA described in Section 408A of the Code

Notwithstanding the foregoing, with respect to a non-spouse Beneficiary, as defined in (a)(iv) above, an eligible retirement plan will only be an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or a Roth individual retirement account described in Section 408A(b) of the Code (collectively, “IRA”) that is established on behalf of the non-spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Sections 402(c)(11) and 408(d)(3)(C)(ii) of the Code.

- (d) “Direct rollover” means a payment by the Plan directly to the eligible retirement plan specified by the distributee in cash and/or shares.

In the event that the provisions of this Section 11.7 or any part thereof cease to be required by law as a result of subsequent legislation or otherwise, this Section 11.7 or applicable part thereof shall be of no further force or effect without necessity of further amendment of the Plan.

## 11.8 Elective Transfers from Plan

The Accounts of a Member or Deferred Member shall be eligible for an elective transfer to a like transferee employee plan in connection with an asset or stock acquisition, merger, or other similar transaction involving a change in employer of the Member or Deferred Member (i.e., an acquisition or disposition within the meaning of Treasury Regulation Section 1.410(b)-2(f)) or, with the permission of the Benefits Administration Committee, in connection with the Member or Deferred Member's transfer of employment to a different job for which service does not result in additional allocations under the Plan as set forth herein.

- (a) *Elective Transfer.* An elective transfer of a Member's or Deferred Member's Accounts between this Plan and another qualified plan maintained by a transferee shall be available only if the transfer meets the requirements of Section 414(l) of the Code and each of the following requirements have been met:

(i) *Voluntary Election*

(A) *Member Election*

The transfer must have been conditioned upon a voluntary, fully informed election by the Member or Deferred Member to transfer such Accounts to such transferee plan.

(B) *Benefit Retention Alternative*

In making the voluntary election provided for in this section, the Member or Deferred Member shall have had the option of retaining such Member's or Deferred Member's Accounts (including all optional forms of benefit) under this Plan. Restrictions may apply to the Member's or Deferred Member's Accounts as set forth in the applicable Appendices.

(C) *Spousal Election*

If Sections 401(a)(11) and 417 of the Code otherwise apply to the Accounts, the spousal consent requirements of such section must have been met with respect to the transfer of benefits.

(D) *Notice Requirement*

The notice requirement under Section 417 of the Code, if applicable, must have been met with respect to the Member or Deferred Member and spousal transfer election.

(ii) *Amount of Benefit Transferred*

The amount of the Accounts transferred, including the amount of any contemporaneous Section 401(a)(31) of the Code transfer to the transferee plan, must have equaled the entire balance of Accounts under the Plan of the Member or Deferred Member whose Accounts are being transferred.

(iii) *Benefit Under the Transferee Plan*

An elective transfer may be permitted even if the Member's or Deferred Member's Accounts are not fully vested, provided that the requirements of Section 411(a)(10) of the Code are satisfied by the transferee employee plan.

- (b) *Status of Elective Transfer as Distribution*

The transfer of Accounts pursuant to the elective transfer rules of this Section generally is not treated as a distribution for purposes of Section 401(a) of the Code (except to the extent the Member is eligible to receive a full distribution of his Accounts under this Plan on the date of the transfer). In all cases, however,

the transfer is not treated as a distribution for purposes of the minimum distribution requirements of Section 401(a)(9) of the Code.

#### 11.9 Elective Transfer to Plan

The Plan shall accept elective transfers from plans qualified under Section 401(a) of the Code that result from an asset or stock acquisition, merger, or other similar transaction involving a change in employer of an individual who is eligible to become a Member (i.e., an acquisition or disposition within the meaning of Treasury Regulation Section 1.410(b)-2(f)) or, with the permission of the Benefits Administration Committee, in connection with the individual's transfer of employment to a different job for which service does not result in additional allocations under the Plan, provided that the elective transfer meets the requirements of Section 414(1) of the Code and Treasury Regulation Section 1.411(d)-(4), Q&A-3.

#### 11.10 Minimum Required Distributions

Notwithstanding any other provision of this Article 11, all distributions from the Plan shall conform to the requirements of Section 401(a)(9) of the Code, including the incidental death benefit provisions of Section 401(a)(9)(G) of the Code. Distributions under this Article 11 shall meet the requirements of Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9. Such requirements shall be administered in accordance with the regulations issued under Section 401(a)(9) of the Code, as follows:

- (a) The portion of any distribution that constitutes a required minimum distribution under Section 401(a)(9) of the Code shall be the lesser of:
  - (i) the quotient obtained by dividing the Member's Accounts by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Member's age as of the Member's birthday in the distribution calendar year; or
  - (ii) if the Member's sole designated beneficiary for the distribution calendar year is the Member's spouse, and the spouse is more than ten years younger than the Member, the quotient obtained by dividing the Member's Accounts by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Member's and spouse's attained ages as of the Member's and the spouse's birthdays in the distribution calendar year.

The provisions of Section 401(a)(9) of the Code and the regulations thereunder shall override any Plan provision that is inconsistent with Section 401(a)(9) of the Code.

- (b) For purposes of paragraph (a) above, the following definitions apply:
  - (i) "Designated beneficiary" means the individual who is designated as the Beneficiary and is the designated beneficiary under Section 401(a)(9) of the Code and applicable Treasury Regulations. In the event a trust is designated as the beneficiary of the Member, the beneficiaries of the trust shall be deemed designated beneficiaries provided the applicable requirements set forth in Treasury Regulation Section 1.401(a)(9)-4 are met.
  - (ii) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For a Member who is a 5-percent owner in active service, the first distribution calendar year is the calendar year in which the Member attains age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72). For a Member who is not a 5-percent owner, the first distribution calendar year is the later of the calendar year in which the Member attains age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72) or the year in which the Member terminates employment.
  - (iii) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q & A-1.



- (iv) “Member’s Accounts” means the balance of the Member’s Accounts as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (“valuation calendar year”) increased by the amount of contributions made and allocated or forfeitures allocated to the Member’s Accounts as of dates in the valuation calendar year after such last Valuation Date and decreased by distributions made in the valuation calendar year after such last Valuation Date. The Member’s Accounts for the valuation calendar year include any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

11.11 Suspension of 2020 Required Minimum Distributions.

- (a) Notwithstanding any other provision of this Article 11, minimum distributions under this Article and Code section 401(a)(9) that would otherwise have been required to be paid to a Member or beneficiary during calendar year 2020 but for the enactment of Code section 401(a)(9)(1) shall be suspended unless the Member or beneficiary elects, in the manner determined by the Benefits Administration Committee, to receive the minimum distributions for calendar year 2020 (provided that for the period from January 1, 2020 to March 31, 2020, a Member or beneficiary is deemed to elect to receive such minimum distribution unless such Member or beneficiary elects to rollover such distribution into an eligible retirement plan).
- (b) For minimum distributions under this Article and Code section 401(a)(9) that would otherwise have been required to be paid to a Member or beneficiary during calendar year 2020 but for the enactment of Code section 401(a)(9)(I) that were made between January 1, 2020 and March 31, 2020, such distributions shall be treated as “eligible rollover distributions” as defined in Section 11.7 of the Plan.

ARTICLE 12

MANAGEMENT OF FUNDS

12.1 *Appointment of PFTIC*

As of January 1, 2016, the PFTIC shall consist of the individuals holding the following corporate titles with the Plan Sponsor as of such date:

- (a) Vice President and Treasurer;
- (b) Vice President and Chief Accounting Officer;
- (c) Vice President, Total Rewards;
- (d) Vice President and Chief Tax Officer;
- (e) Executive Director, Global Benefits & Wellness Programs; and
- (f) Accounting Manager.

Any member of the PFTIC may resign by delivering his written resignation to the Board of Directors and Secretary of the PFTIC and shall be deemed to resign when the member ceases to be employed by the Company and all Associated Companies. In the event that a member of the PFTIC resigns or is deemed to resign after January 1, 2016, his or her successor, if any, shall be an individual employed by the Plan Sponsor who is elected by a majority of the then current members of the PFTIC, provided that such elected individual agrees to serve as a member of the PFTIC.

12.2 *Duties of PFTIC*

The PFTIC shall be responsible for the management of the assets of the Plan, except as otherwise expressly provided herein. The members of the PFTIC shall elect a Chairman from their number and a Secretary who may be, but need not be, one of the members of the PFTIC; may appoint from their number such committees with such powers as they shall determine; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel and employ agents and such clerical and accounting services as they may require in carrying out the provisions of the Plan; and may allocate among themselves or delegate to other persons all or such portion of their duties hereunder as they in their sole discretion decide.

The PFTIC shall have the authority to appoint and provide for use of investment managers, and to establish one or more Trusts for the Plan pursuant to trust instruments approved or authorized by the PFTIC. In discharging its responsibility, the PFTIC shall evaluate and monitor the investment performance of the investment managers and the Trustee.

The PFTIC is designated a named fiduciary of the Plan within the meaning of Section 402(a) of ERISA.

### *12.3 Meetings*

The PFTIC shall hold meetings upon such notice, at such place or places, and at such time or times as it may determine. The action of at least a majority of the members of the PFTIC expressed from time to time by a vote at a meeting or in writing without a meeting shall constitute the action of the PFTIC and shall have the same effect for all purposes as if assented to by all members of the PFTIC at the time in office. No member of the PFTIC shall receive any compensation for his service as such.

### *12.4 Compensation and Bonding*

The members of the PFTIC shall serve without compensation for their services as such. Except as may otherwise be required by law, no bond or other security need be required of any member in that capacity in any jurisdiction.

### *12.5 Trust Fund*

All the funds of the Plan shall be held by a Trustee appointed from time to time by the PFTIC in one or more trusts under a trust instrument or instruments approved or authorized by the PFTIC for use in providing the benefits of the Plan; provided that no part of the corpus or income of the Trust Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Members, Deferred Members and Beneficiaries.

### *12.6 Benefit Statements*

A Member and a Deferred Member (or, in the event of the death of the Member or Deferred Member, a Beneficiary) shall be furnished with a statement setting forth the value of his Accounts, the Vested Share of his Accounts and such other information as required under Section 105(a) of ERISA. Such statement shall be furnished in the time and manner prescribed by Section 105(a) of ERISA and related guidance thereto.

### *12.7 Fiscal Year*

The fiscal year of the Plan and the Trust shall end on the 31st day of December of each year or at such other date as may be designated by the PFTIC.

## ARTICLE 13

### ADMINISTRATION OF PLAN

#### *13.1 Plan Administrator*

The responsibility for carrying out all phases of the administration of the Plan, except those connected with management of assets, shall be placed in a Benefits Administration Committee. The Benefits Administration Committee shall be the

administrator of the Plan within the meaning of Section 3(16)(A) of ERISA and shall have authority and responsibility for general supervision of the administration of the Plan.

### *13.2 Appointment of Benefits Administration Committee*

Effective January 1, 2016, the Benefits Administration Committee shall consist of the individuals holding the following corporate titles with the Plan Sponsor as of January 1, 2016:

- (a) Vice President and Treasurer;
- (b) Vice President and Chief Accounting Officer;
- (c) Vice President, Total Rewards;
- (d) Executive Director, Global Benefits & Wellness Programs; and
- (e) Accounting Manager.

Any member of the Benefits Administration Committee may resign by delivering his written resignation to the Board of Directors and Secretary of the Benefits Administration Committee and shall be deemed to resign when the member ceases to be employed by the Company and all Associated Companies. In the event that a member of the Benefits Administration Committee resigns or is deemed to resign after January 1, 2016, his or her successor, if any, shall be an individual employed by the Plan Sponsor who is elected by a majority of the then current members of the Benefits Administration Committee, provided that such elected individual agrees to serve as a member of the Benefits Administration Committee.

### *13.3 Powers of Benefits Administration Committee.*

- (a) The Benefits Administration Committee is designated a named fiduciary within the meaning of Section 402(a) of ERISA and shall have authority and responsibility for general supervision of the administration of the Plan. For purposes of the regulations under Section 404(c) of ERISA, the Benefits Administration Committee shall be the designated fiduciary responsible for safeguarding the confidentiality of all information relating to the purchase, sale and holding of employer securities and the exercise of shareholder rights appurtenant thereto. The Benefits Administration Committee shall safeguard such information pursuant to written procedures providing for such confidentiality. In addition, for purposes of avoiding any situation for undue employer influence in the exercise of any shareholder rights, the Benefits Administration Committee shall appoint an independent fiduciary, who shall not be affiliated with any sponsor of the Plan, to ensure the maintenance of confidentiality pursuant to the regulations under Section 404(c) of ERISA.
- (b) The Benefits Administration Committee shall have total and complete discretion to interpret the Plan, including, but not limited to, the discretion to (i) decide all questions arising in the administration, interpretation and application of the Plan including the power to construe and interpret the Plan; (ii) decide all questions relating to an individual's eligibility to participate in the Plan and/or eligibility for benefits and the amounts thereof; (iii) decide all facts relevant to the determination of eligibility for benefits or participation; and (iv) determine the amount, form and timing of any distribution to be made hereunder. In making its decisions, the Benefits Administration Committee shall be entitled to, but need not rely upon, information supplied by a Member, Deferred Member, Beneficiary, or representative thereof.
- (c) The members of the Benefits Administration Committee shall elect a Chairman from their number and a Secretary who may be, but need not be, one of the members of the Benefits Administration Committee; may appoint from their number such committees with such powers as they shall determine; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel and employ agents and such clerical and accounting services as they may require in carrying out the provisions of the Plan; and may allocate among themselves or delegate to other persons all or such portion of their duties hereunder as they in their sole discretion decide. The Benefits Administration Committee may also delegate to any other person or persons the authority and responsibility of administering the Plan including, but not limited to, telephone access by voice response or

representatives, and completing Plan transactions using forms or by other means, in accordance with the provisions of the Plan and any policies which, from time to time, may be established by the Benefits Administration Committee.

- (d) Subject to the limitations of the Plan, the Benefits Administration Committee from time to time shall establish rules or regulations for the administration of the Plan and the transaction of its business. The Benefits Administration Committee shall have full discretionary authority, except as to matters which the Board of Directors from time to time may reserve to itself, to interpret the Plan and to make factual determinations regarding any and all matters arising hereunder, including but not limited to, the right to determine eligibility for benefits, the right to construe the terms of the Plan and the right to remedy possible ambiguities, inequities, inconsistencies or omissions. The Benefits Administration Committee shall also have the right to exercise powers otherwise exercisable by the Board of Directors hereunder to the extent that the exercise of such powers does not involve the management of Plan assets nor, in the judgment of the Benefits Administration Committee, a substantial number of persons. In addition, where the number of persons is deemed to be substantial, the Benefits Administration Committee shall have the further right to exercise such powers as may be delegated to the Benefits Administration Committee by the Board of Directors.
- (e) Subject to applicable federal and state Law, all interpretations, determinations and decisions of the Benefits Administration Committee or the Board of Directors in respect of any matter hereunder shall be final, conclusive and binding on all parties affected thereby.

#### *13.4 Meetings*

The Benefits Administration Committee shall hold meetings upon such notice, at such place or places, and at such time or times as it may from time to time determine.

#### *13.5 Action by Benefits Administration Committee*

The action of at least a majority of the members of the Benefits Administration Committee expressed from time to time, by a vote at a meeting or in writing without a meeting, shall constitute the action of the Benefits Administration Committee and shall have the same effect for all purposes as if assented to by all members of the Benefits Administration Committee at that time in office.

#### *13.6 Compensation*

No member of the Benefits Administration Committee shall receive any compensation from the Plan for his services as such and, except as required by law, no bond or other security shall be required of him in such capacity in any jurisdiction.

#### *13.7 Plan Assets*

The Trustee shall be appointed by the PFTIC and shall enter into an agreement with the PFTIC for the purpose of investing and reinvesting contributions designated for the ITT Stock Fund or other assets of the Plan as provided in Article 12. The PFTIC shall provide for the investing and reinvesting of contributions in designated investment funds as required herein. All benefits to which a Member, Deferred Member, or Beneficiary may be entitled from the Plan will be paid at the direction of the Benefits Administration Committee.

#### *13.8 Powers and Duties*

The powers and duties of the Benefits Administration Committee, PFTIC and the Trustee with respect to each group's responsibilities under the Plan shall be specified herein or in a separate trust agreement.

### 13.9 Records

The Benefits Administration Committee shall see that books of account are kept which show all receipts and disbursements and a complete record of the operation of the Plan, including records of each Member's and Deferred Member's Accounts.

### 13.10 Claims

When any individual makes a claim for benefits under the Plan, such claim shall be handled under the claims and appeals procedures established by the Benefits Administration Committee.

## ARTICLE 14

### AMENDMENT AND TERMINATION

#### 14.1 Amendment of Plan

The Board of Directors or its delegate reserves the right at any time and from time to time, and retroactively if deemed necessary or appropriate to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan; provided that no such modification or amendment (a) shall make it possible for any part of the funds of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of Members, Deferred Members and Beneficiaries; or (b) shall increase the duties of the Trustee without its consent thereto in writing, other than to comport with changes in the Code, ERISA or the rules thereunder. Except as may be required to conform with governmental regulations, no such amendment shall adversely affect the rights of any Member or Deferred Member with respect to contributions made on his behalf prior to the date of such amendment.

However, no amendment shall make it possible for any part of the funds of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the Plan. Except to the extent permitted under Section 411(d)(6) of the Code and regulations issued thereunder, no amendment shall be made which has the effect of decreasing the balance of the Accounts of any Member or Deferred Member or of reducing the nonforfeitable percentage of the balance of the Accounts of a Member or Deferred Member below the nonforfeitable percentage computed under the Plan as in effect on the date on which the amendment is adopted, or if later, the date on which the amendment becomes effective. In addition, no amendment shall be made that has the effect of eliminating or restricting an optional form of benefit to the extent it is protected under Section 411(d)(6) of the Code.

#### 14.2 Termination of Plan

- (a) The Plan is entirely voluntary. The Board of Directors reserves the right at any time to terminate the Plan or to suspend, reduce or partially or completely discontinue contributions thereto. In the event of such termination or partial termination of the Plan or complete discontinuance of contributions, the interests of Members and Deferred Members shall automatically become nonforfeitable.
- (b) Upon termination of the Plan, Before-Tax Savings and/or Roth Contributions, with earnings thereon, shall only be distributed to Members if (i) neither the Company nor an Associated Company establishes or maintains a successor defined contribution plan, and (ii) payment is made to the Members in the form of a lump sum distribution (as defined in Section 402(e)(4)(D) of the Code, without regard to subclauses (I) through (IV) of clause (i) thereof). For purposes of this paragraph, a "successor defined contribution plan" is a defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code ("ESOP") or a simplified employee pension as defined in Section 408(k) of the Code ("SEP")) which exists at the time the Plan is terminated or within the 12-month period beginning on the date all assets are distributed. However, in no event shall a defined contribution plan be deemed a successor plan if fewer than 2 percent of the employees who are eligible to participate in the Plan at the time of its termination are or were eligible to participate under another defined contribution plan of the

Company or an Associated Company (other than an ESOP or a SEP, as herein defined) at any time during the period beginning 12 months before and ending 12 months after the date of the Plan's termination.

#### *14.3 Merger or Consolidation of Plan*

The Board of Directors or its delegate may, in its sole discretion, merge this Plan with another qualified plan or transfer a portion of the Plan's assets or liabilities to another qualified plan, subject to any applicable legal requirement. The Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Member, Deferred Member, or Beneficiary under the Plan would, if the resulting plan were then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

### ARTICLE 15

#### TENDER OFFER

##### *15.1 Applicability*

The provisions of this Article 15 shall apply in the event any person, either alone or in conjunction with others, makes a tender offer, or exchange offer, or otherwise offers to purchase or solicits an offer to sell to such person one percent or more of the outstanding shares of a class of ITT Stock held by the Trustee hereunder (herein jointly and severally referred to as a "tender offer"). As to any tender offer, each Member and Deferred Member (or Beneficiary in the event of the death of the Member or Deferred Member) shall have the right to determine confidentially whether shares held subject to the Plan will be tendered.

##### *15.2 Instructions to Trustee*

In the event a tender offer for ITT Stock is commenced, the Benefits Administration Committee, promptly after receiving notice of the commencement of such tender offer, shall transfer certain of its recordkeeping functions to an independent recordkeeper. The functions so transferred shall be those necessary to preserve the confidentiality of any directions given by the Members and Deferred Members (or Beneficiary in the event of the death of the Member or Deferred Member) in connection with the tender offer. The Trustee may not take any action in response to a tender offer except as otherwise provided in this Article 15. Each Member, Deferred Member, and Beneficiary is, for all purposes of this Article 15, hereby designated a named fiduciary within the meaning of Section 402(a)(2) of ERISA with respect to the shares of ITT Stock allocated to his Accounts, determined as herein described. An individual's proportionate share of the ITT Stock Fund as to which he holds fiduciary status for purposes of responding to a tender or exchange offer shall be determined at the time such fiduciary rights are exercisable by multiplying the number of shares credited at that time to the ITT Stock Fund by a fraction, the numerator of which is the value (as of the Valuation Date designated by the Benefits Administration Committee for this purpose) of that part of the individual's Accounts invested in the ITT Stock Fund and the denominator of which is the aggregate value of all amounts allocated to the ITT Stock Fund. Each Member and Deferred Member (or Beneficiary in the event of the death of the Member or Deferred Member) may direct the Trustee to sell, offer to sell, exchange or otherwise dispose of the ITT Stock allocated to any such individual's Accounts in accordance with the provisions, conditions and terms of such tender offer and the provisions of this Article 15, provided, however, that such directions shall be confidential and shall not be divulged by the Trustee or independent recordkeeper to the Company or to any director, officer, employee or agent of the Company, it being the intent of this provision of Section 15.2 to ensure that the Company (and its directors, officers, employees and agents) cannot determine the direction given by any Member, Deferred Member or Beneficiary. Such instructions shall be in such form and shall be filed in such manner and at such time as the Trustee may prescribe. The confidentiality provision of this Section shall likewise apply to the directions given to, and actions taken by, the Trustee pursuant to Section 15.5.

##### *15.3 Trustee Action on Member Instructions*

The Trustee shall sell, offer to sell, exchange or otherwise dispose of the ITT Stock allocated to the Member's, Deferred Member's or Beneficiary's Accounts with respect to which it has received directions to do so under this Article 15 or as provided in Section 15.5. The proceeds of a disposition directed by a Member, Deferred Member or Beneficiary from his

Accounts under this Article 15 shall be allocated to such individual's Accounts and be governed by the provisions of Section 15.5 or other applicable provisions of the Plan and the trust agreements established under the Plan.

#### *15.4 Action With Respect to Members Not Instructing the Trustee or Not Issuing Valid Instructions*

To the extent to which Members, Deferred Members and Beneficiaries do not issue valid directions to the Trustee to sell, offer to sell, exchange or otherwise dispose of the ITT Stock allocated to their Accounts, such individuals shall be deemed to have directed the Trustee that such shares remain invested in ITT Stock subject to all provisions of the Plan, including Section 15.5 and the trust agreements established under the Plan.

#### *15.5 Investment of Plan Assets after Tender Offer*

To the extent possible, the proceeds of a disposition of ITT Stock in an individual's Accounts shall be reinvested in ITT Stock by the Trustee as expeditiously as possible in the exercise of the Trustee's fiduciary responsibility and shall otherwise be held by the Trustee subject to the provisions of the trust agreement, the Plan and any applicable note or loan agreement. In the event that ITT Stock is no longer available to be acquired following a tender offer, the Company may direct the substitution of new employer securities for the ITT Stock or for the proceeds of any disposition of ITT Stock. Pending the substitution of new employer securities or the termination of the Plan and trust, the Trust Fund shall be invested in such securities as the Trustee shall determine; provided, however, that, pending such investment, the Trustee shall invest the cash proceeds in short-term securities issued by the United States of America or any agency or instrumentality thereof or any other investments of a short-term nature, including corporate obligations or participations therein and interim collective or common investment funds.

## ARTICLE 16

### GENERAL AND ADMINISTRATIVE PROVISIONS

#### *16.1 Relief from Liability*

The Plan is intended to constitute a Plan as described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. The Plan fiduciaries are relieved of any liability for any losses that are the direct and necessary result of investment instructions given by any Member, Deferred Member or Beneficiary.

#### *16.2 Payment of Expenses*

- (a) Direct charges and expenses arising out of the purchase or sale of securities and taxes levied on or measured by such transactions, and any investment management fees, with respect to any Investment Fund, may be paid in part by the Company. Any such charges, expenses, taxes and fees not paid by the Company shall be paid from the Investment Fund with respect to which they are incurred.
- (b) An annual charge to the Trust Fund of up to 0.25% of the market value of the assets held by such Trust Fund may be charged and applied to satisfy expenses incurred in conjunction with Plan administration, including, but not limited to, Trustee, recordkeeping, and audit fees; the Company shall pay all other expenses reasonably incurred in administering the Plan, including expenses of the Benefits Administration Committee, the PFTIC and the Trustee, such compensation to the Trustee as from time to time may be agreed between the PFTIC and Trustee, fees for legal services, any investment management fees not paid pursuant to Section 16.2(a), and all taxes, if any.

#### *16.3 Source of Payment*

Benefits under the Plan shall be payable only out of the Trust Fund, and the Company shall not have any legal obligation, responsibility or liability to make any direct payment of benefits under the Plan. Neither the Company nor the Trustee guarantees the Trust Fund against any loss or depreciation or guarantees the payment of any benefit hereunder. No person shall have any rights under the Plan with respect to the Trust Fund, or against the Company, except as specifically provided for herein.

#### *16.4 Inalienability of Benefits*

Except as specifically provided in the Plan or as Section 401(a)(13) of the Code or other applicable law may otherwise require or as may be required under the terms of a qualified domestic relations order, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempts so to do shall be void, nor shall any such benefit be in any manner liable for or subject to debts, contracts, liabilities, engagements or torts of the person entitled to such benefit; and in the event that the Benefits Administration Committee shall find that any attempt has been made to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any of the benefits under the Plan of any Member, Deferred Member or Beneficiary who is or may become entitled to benefits hereunder, except as specifically provided in the Plan or as applicable law may otherwise require, then such benefit shall cease and terminate, and in that event the Benefits Administration Committee shall hold or apply the same to or for the benefit of such Member, Deferred Member or Beneficiary who is or may become entitled to benefits hereunder, his spouse, children, parents or other blood relatives, or any of them.

A Member's benefit under the Plan shall be offset or reduced by the amount the Member is required to pay to the Plan under the circumstances set forth in Section 401(a)(13)(C) of the Code.

A Member's benefit under the Plan shall be distributed as required because of the enforcement of a federal tax levy made pursuant to Section 6331 of the Code or the collection by the United States on a judgment resulting from an unpaid tax assessment.

#### *16.5 No Right to Employment*

Nothing herein contained nor any action taken under the provisions hereof shall be construed as giving any Employee the right to be retained in the employ of the Company.

#### *16.6 Prevention of Escheat*

Notwithstanding the foregoing, if the Benefits Administration Committee is unable to locate any person to whom a payment is due under the Plan or any person fails to present a check for payment in a timely manner, the amount due such person shall be forfeited at such time as the Benefits Administration Committee shall determine in its sole discretion and pursuant to nondiscriminatory rules established for that purpose (but in all events prior to the time such payment would otherwise escheat under any applicable State law). If, however, such a person later files a claim for such payment before the Plan is terminated, the benefit will be reinstated and payment made without any interest earned thereon.

All forfeitures under the Plan that are not expressly provided for herein shall be used to reduce future Company contributions or pay Plan expenses.

#### *16.7 Uniform Action*

Action by the Benefits Administration Committee shall be uniform in nature as applied to all persons similarly situated, and no such action shall be taken which will discriminate in favor of any Members who are Highly Compensated Employees.

#### *16.8 Headings*

The headings of the sections in this Plan are placed herein for convenience of reference and in the case of any conflict, the text of the Plan, rather than such headings, shall control.

#### *16.9 Use of Pronouns*

The masculine pronouns as used herein shall be equally applicable to both men and women, and words used in the singular are intended to include the plural, whenever appropriate.

#### *16.10 Construction*

The Plan shall be construed, regulated and administered in accordance with the laws of the State of New York, subject to the provisions of applicable federal laws.



*16.11 Restrictions on Certain Directors and Executive Officers*

Members who are directors or executive officers (or the equivalent thereof) of ITT or an Associated Company may be subject to certain additional restrictions in connection with this Plan. The Benefits Administration Committee shall have procedures to address these restrictions, which shall be determined in consultation with ITT's securities lawyers.

ARTICLE 17

TOP-HEAVY PROVISIONS

*17.1 Definitions*

The following definitions apply to the terms used in this Section:

- (a) "applicable determination date" means for the first Plan Year of the Plan, the last day of the Plan Year, and for any subsequent Plan Year, the last day of the preceding Plan Year;
- (b) "top-heavy ratio" means the ratio of (i) the value of the aggregate of the Accounts under the Plan for key employees to (ii) the value of the aggregate of the Accounts under the Plan for all key employees and non-key employees;
- (c) "key employee" means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the applicable determination date was an officer of the Company or Associated Company having Statutory Compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner (as defined in Section 416(i)(1)(B)(i) of the Code) of the Company or Associated Company, or a 1-percent owner (as defined in Section 416(i)(1)(B)(ii) of the Code) of the Company or Associated Company having Statutory Compensation of more than \$150,000. The determination of who is a key employee will be made in accordance with Section 416(i) of the Code and the applicable regulations and other guidance of general applicability issued thereunder;
- (d) "non-key employee" means any Employee who is not a key employee;
- (e) "applicable Valuation Date" means the Valuation Date coincident with or immediately preceding the applicable determination date;
- (f) "required aggregation group" means any qualified plan(s) of the Company or an Associated Company (including plans that terminated within the five-year period ending on the applicable determination date) in which there are members who are key employees or which enable(s) any such plan to meet the requirements of Section 401(a)(4) or 410(b) of the Code; and
- (g) "permissive aggregation group" means each plan in the required aggregation group and any other qualified plan(s) of the Company or an Associated Company in which all members are non-key employees, if the resulting aggregation group continues to meet the requirements of Sections 401(a)(4) and 410 of the Code.

*17.2 Determination of Top Heavy Status*

For purposes of this Section, the Plan shall be "top-heavy" with respect to any Plan Year if as of the applicable determination date the top-heavy ratio exceeds 60 percent. The top-heavy ratio shall be determined as of the applicable Valuation Date in accordance with Sections 416(g)(3) and (4) of the Code and Article 5 of this Plan, and shall take into account any contributions made after the applicable Valuation Date but before the last day of the Plan Year in which the applicable Valuation Date occurs. The determination of whether the Plan is top-heavy is subject to the following:

- (a) the Accounts under the Plan will be combined with the account balances or the present value of accrued benefits under each other plan in the required aggregation group and, in the Company's discretion, may be

combined with the account balances or the present value of accrued benefits under any other qualified plan in the permissive aggregation group;

- (b) the Accounts and accrued benefits for an employee as of the applicable determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one-year period (five-year period in the case of a distribution made for a reason other than severance from employment, death, or disability) ending on the applicable determination date;
- (c) distributions under any plan that terminated within the five-year period ending on the applicable determination date shall be taken into account if such plan contained key employees and, therefore, would have been part of the required aggregation group; and
- (d) if an individual has not performed services for the Company or an Associated Company at any time during the one-year period ending on the applicable determination date, such individual's accounts and the present value of his or her accrued benefits shall not be taken into account.

### *17.3 Minimum Requirements*

For any Plan Year with respect to which the Plan is top-heavy, an additional Company contribution shall be allocated on behalf of each Member (or each Employee eligible to become a Member) who is not a "key employee," and who has not separated from service as of the last day of the Plan Year, to the extent that the amounts allocated to his Accounts as a result of contributions made on his behalf under Sections 5.1 and 5.2 for the Plan Year would otherwise be less than 3% of his Statutory Compensation. However, if the greatest percentage of Statutory Compensation contributed on behalf of a key employee under Sections 4.1, 4.7, 5.1, and 5.2 for the Plan Year (disregarding any contributions made under Section 5.5 for the Plan Year) would be less than 3%, such lesser percentage shall be substituted for "3%" in the preceding sentence. Notwithstanding the foregoing provisions of this Section 17.3, no minimum contribution shall be made with respect to a Member, or an Employee who is eligible to become a Member, if the required minimum benefit under Section 416(c)(1) of the Code is provided by any qualified defined benefit plan of the Company or an Associated Company.

## ARTICLE 18

### QUALIFIED DOMESTIC RELATIONS ORDERS

#### *18.1 Applicability of Article*

The Benefits Administration Committee shall apply the provisions of this Article with regard to a Domestic Relations Order (as defined below) to the extent not inconsistent with Section 414(p) of the Code.

#### *18.2 Establishment of Procedures*

The Benefits Administration Committee shall establish procedures, consistent with Section 414(p) of the Code, to determine the qualified status of any Domestic Relations Order (as defined below), to administer distributions under any Qualified Domestic Relations Order (as defined below), and to provide to the Member and the Alternate Payee(s) (as defined below) all notices required under Section 414(p) of the Code with respect to any Domestic Relations Order. Such procedures shall be binding on all Members and Alternate Payees.

#### *18.3 Determination of Qualified Domestic Relations Order Status*

Within a reasonable period of time after the receipt of a certified copy of a Domestic Relations Order (or any modification thereof), the Benefits Administration Committee or its designee shall determine whether such order is a Qualified Domestic Relations Order. The Benefits Administration Committee shall have full and complete discretion to determine whether a domestic relations order constitutes a qualified domestic relations order and whether the Alternate Payee otherwise qualifies for benefits hereunder.

#### *18.4 Establishment of Segregated Accounts and Payment Procedures*

(a) *Separate Account for Deferred Amounts*

If a Domestic Relations Order has been determined to be a Qualified Domestic Relations Order in accordance with Section 18.3, a separate account for the benefits of the Alternate Payee named in such order shall be established.

(b) *Temporary Holding Account*

If, during any period in which the issue of (i) whether a Domestic Relations Order is a Qualified Domestic Relations Order, or (ii) whether a proposed Domestic Relations Order would, if it were perfected as a Domestic Relations Order, be a Qualified Domestic Relations Order is being determined (by the Benefits Administration Committee, by a court of competent jurisdiction, or otherwise), the Alternate Payee would be entitled to any payment if the order has been determined to be a Qualified Domestic Relations Order, the Benefits Administration Committee shall separately account for, and may cause to be segregated in a separate account, all amounts which would have been payable to any Alternate Payee during such period if such order had been determined to be a Qualified Domestic Relations Order.

(c) *Payment from Temporary Holding Account in Certain Cases*

If, by the expiration of the 18-month period beginning on the date the first payment would be required to be made to an Alternate Payee under a Domestic Relations Order, either it has been determined that a Domestic Relations Order is not a Qualified Domestic Relations Order or the issue as to whether such order is a Qualified Domestic Relations Order has not been resolved, the Benefits Administration Committee shall cause to be paid all amounts which have been segregated (or separately accounted for) by reason of such order pursuant to paragraph (b) above, including any earnings having accrued thereon, to the person or persons who would have been entitled to such amounts if there had been no order. Notwithstanding the preceding sentence, if the Member or his or her Beneficiaries are not yet entitled, or have not elected, to receive benefit payments under the Plan, such amounts, including all earnings having accrued thereon, shall be restored to the Member's Accounts and invested in accordance with the investment election most recently submitted by the Member pursuant to Section 7.4.

(d) *Payment from Separate Account and Temporary Holding Account to Alternate Payee of Order if Determined to be a Qualified Domestic Relations Order*

If a Domestic Relations Order (or any modification thereof) is determined to be a Qualified Domestic Relations Order, the Benefits Administration Committee shall instruct the Trustee to apply, on a prospective basis, the terms and provisions of such Qualified Domestic Relations Order, and, in the event any amounts were segregated (or separately accounted for) by reason of such order pursuant to paragraph (b) above, the Benefits Administration Committee shall cause to be paid in accordance with the provisions of the Plan all amounts which have been so segregated (and have not been released pursuant to paragraph (c)) (or separately accounted for), including any earnings having accrued thereon, to the Alternate Payee(s) entitled thereto.

*18.5 Subsequent Determination or Order to be Applied Prospectively*

If a determination is made after the expiration of the 18-month period beginning on the date the first payment would be required to be made to an Alternate Payee under a Domestic Relations Order that such order (or any modification thereof) is a Qualified Domestic Relations Order, such order shall be applied prospectively only.

*18.6 Withdrawals, Distributions and Loans by or to Members.*

(a) *Withdrawals and Distributions*

A Member or Deferred Member shall not be permitted to withdraw from the Plan, nor shall there be distributed to a Member or Deferred Member, any amounts being held in a segregated account by reason of a Domestic Relations Order.

(b) *Loans*

In determining the maximum amount of any loan to a Member pursuant to Article 10, the Benefits Administration Committee shall not include any portion of the Member's Accounts being held in a segregated account (or being separately accounted for) by reason of a Domestic Relations Order.

#### 18.7 *Earliest Commencement Date*

A Domestic Relations Order shall not fail to be a Qualified Domestic Relations Order merely because it provides for distribution to the Alternate Payee prior to the Member's Termination of Employment. Notwithstanding anything herein to the contrary, if the amount payable to the Alternate Payee under the Qualified Domestic Relations Order is less than \$5,000, such amount shall be paid in one lump sum as soon as practicable following the qualification of the order. If the amount exceeds \$5,000, it may be paid as soon as practicable following the qualification of the order if the Qualified Domestic Relations Order so provides and the Alternate Payee consents thereto; otherwise, it may not be payable before the earliest of the Member's Termination of Employment, the time such amount could otherwise be withdrawn under the terms of this Plan, or the Member's attainment of age 50.

#### 18.8 *Definitions*

For purposes of this Article:

- (a) *Alternate Payee* shall mean any spouse, former spouse, child or other dependent of a Member (or a Deferred Member who actively participated in the Plan, a Merged Frozen Plan, a Merged Hartzell Plan, a Merged Plan, the Merged Bargained Plan, or the Merged Industrial Process Plan) who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Member.
- (b) *Domestic Relations Order* shall mean any judgment, decree or order (including approval of a property settlement agreement) which:
  - (i) relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child, or other dependent of a Member (or a Deferred Member who actively participated in the Plan, a Merged Frozen Plan, a Merged Hartzell Plan, a Merged Plan, the Merged Bargained Plan, or the Merged Industrial Process Plan); and
  - (ii) is made pursuant to a state domestic relations law (including a community property law).
- (c) *Qualified Domestic Relations Order* shall mean a Domestic Relations Order which meets the requirements of Section 414(p)(1) of the Code.

## APPENDIX A

Notwithstanding anything contained herein to the contrary, Special Company Contributions shall be made under Section 5.2(b) as follows:

### A. Special DC Credit Contribution

With respect to an Employee who:

- (i) was an "Employee" (as defined under the provisions of the ITT Salaried Retirement Plan as in effect immediately prior to October 31, 2011) on October 30, 2011 and becomes a Member of the Plan on October 31, 2011; and
- (ii) was not a participant in the ITT Salaried Retirement Plan in 2011 as a result of the restructuring of the ITT Corporation

the Company shall make a Special DC Credit Contribution to the Plan for the 2011 Plan Year.

Such Special DC Credit Contribution shall be equal to the amount that would have been contributed as a Core Contribution to the Plan if the Plan had been in effect prior to the October 31, 2011, based on the Salary such Employee received during the period beginning on the date he was most recently hired or rehired by ITT Corporation or one of its subsidiaries prior to October 31, 2011 and ending on October 31, 2011 and while he was an "Employee" (as defined in the ITT Salaried Retirement Plan as in effective immediately prior to October 31, 2011).

### B. Transition Credit Contributions

The Company shall make Transition Credit Contributions subject to the following:

#### 1. Eligibility

The following Employees shall be eligible for Transition Credit Contributions:

- (i) each Employee who was an employee of ITT Corporation or one of its subsidiaries on October 30, 2011 and who becomes a Member of the Plan on October 31, 2011;
- (ii) each individual who was an employee of ITT Corporation or one of its subsidiaries on October 30, 2011, who became an employee of Exelis Inc. on October 31, 2011, and who becomes an Employee immediately following termination of employment with Exelis Inc. and prior to March 1, 2012; and
- (iii) each individual who was an employee of ITT Corporation or one of its subsidiaries on October 30, 2011, who became an employee of Xylem Inc. on October 31, 2011, and who becomes an Employee immediately following termination of employment with Xylem Inc. and prior to March 1, 2012.

#### 2. Amount

- (i) With respect to a Member whose age and Service as of the first day of the applicable Plan Year, as defined below, total 60 to 69 points, the Company shall make a Transition Credit Contribution equal to three percent of the Member's Salary for the Plan Year.
- (ii) With respect to a Member whose age and Service as of the first day of the applicable Plan Year, as defined below, total 70 or more points, the Company shall make a Transition Credit Contribution equal to five percent of the Member's Salary for the Plan Year.

For purposes of the preceding provisions, a Member's age and Service shall be calculated on a basis uniformly applicable to all Members similarly situated as established by the Benefits Administration Committee.

### **3. Timing and Frequency**

Subject to paragraph 4 below, Transition Credit Contributions shall be made for each Plan Year and shall be made no later than the due for the corporate tax return for the Plan Year for which the Transition Credit Contributions are made. Notwithstanding the foregoing, if an eligible Member terminates employment during the Plan Year for which a Transition Credit Contribution is payable, such Member's Transition Credit Contribution for such Plan Year shall be made as soon as practicable following the end of the calendar year in which the Member terminates employment.

### **4. Duration**

Transition Credit Contributions shall be made beginning as of October 31, 2011 and until the earliest of:

- (i) October 31, 2016;
- (ii) a Member's commencement of his traditional pension plan (TPP) benefit from the ITT Salaried Retirement Plan;
- (iii) a change in control of ITT;
- (iv) a Member's termination of employment (regardless of whether the Member is subsequently reemployed); or
- (v) a Member's death.

The following Appendices B through H apply to certain Members or Deferred Members who had benefits transferred to the Plan from the ISP attributable to accounts that were transferred into the ISP from another qualified plan, as specified in the applicable Appendix.

## APPENDIX B

This Appendix B shall apply solely to Members and Deferred Members who formerly participated in the Allis-Chalmers Savings Plan (the “Allis-Chalmers Plan”) and with respect to whom assets were transferred to the ISP from the Allis-Chalmers Plan. All service recognized under the Allis-Chalmers Plan for purposes of eligibility to participate and vesting shall be recognized hereunder as Service.

A. Subject to Section 11.3 with respect to Accounts that are less than \$5,000 and in addition to the distribution forms enumerated in Section 11.3 of the Plan, upon incurring a Termination of Employment a Member or Deferred Member described above may elect to receive those amounts transferred from the Allis-Chalmers Plan to the ISP in the distribution forms described herein:

1. In installments at intervals not more frequently than once per calendar quarter over a period of years not exceeding the joint life expectancy of the Member or Deferred Member and his spouse, as determined under Section 72 of the Code and the regulations thereunder.
2. In installments at intervals not more frequently than once per calendar quarter over a period of years which does not extend beyond the Member’s or Deferred Member’s life expectancy, calculated as follows:
  - (i) the fixed payment shall be determined annually at the time payments are to commence, and as of the first day of each succeeding Plan Year, by multiplying the amount transferred to the ISP from the Allis-Chalmers Plan by a fraction, the numerator of which is one, and the denominator is the Member’s or Deferred Member’s life expectancy as of the date of such determination, as determined under Section 72 of the Code and the regulations thereunder; and
  - (ii) then dividing the amount determined under (i) above, by the number of payments to be paid to the Member or Deferred Member during that Plan Year.
3. By purchasing an annuity contract for the benefit of the Member or Deferred Member from a legal reserve life insurance company selected by the Company. If the Member or Deferred Member is married, such annuity contract shall be in the form of a qualified joint and survivor annuity unless the Member or Deferred Member, with his spouse’s consent unless it is established to the satisfaction of the Benefits Administration Committee that the spouse cannot be located, elects another form of annuity contract and does not revoke such election within the 90-day period ending on the first day of the first period for which an amount is received as an annuity. Any election by a Member or Deferred Member to waive a qualified joint and survivor annuity must be in writing. The spouse’s consent must be in writing, must acknowledge the effect of such election and be witnessed by a notary public. A qualified joint and survivor annuity means an annuity for the life of the Member or Deferred Member with a survivor annuity for the life of the spouse which is not less than 50 percent and not more than 100 percent of the annuity which is payable during the joint lives of the Member or Deferred Member and the spouse, and which is the actuarial equivalent of a single life annuity for the life of the Member or Deferred Member.

The Member or Deferred Member shall, no less than 30 days and no more than 90 days prior to the first day of the first period for which an amount is received as an annuity, be provided a written explanation of (i) the terms and conditions of the qualified joint and survivor annuity; (ii) the Member’s or Deferred Member’s right to make and the effect of an election to waive the qualified joint and survivor annuity form of benefit; (iii) the rights of the Member’s or Deferred Member’s spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity. If an annuity form other than a qualified joint and survivor annuity is elected hereunder, such annuity may not be in a form that will provide for payments over a period extending beyond either the life of the Member or Deferred Member (or the lives of the Member or Deferred Member and his designated Beneficiary) or the life expectancy of the Member or Deferred Member (or the life expectancy of the Member or Deferred Member and his designated Beneficiary), and such other forms available under the annuity contract shall be so designed as to provide that at least 50 percent of the reserve that would be required to provide payments to the Member or Deferred Member in the normal form under the Plan will be applied to him over his normal life expectancy.

The Company shall cause the contract to be assigned or delivered to the person or persons then entitled to payment under it. Before the assignment or delivery of an annuity contract, such contract shall be rendered nontransferable except by surrender to the issuing insurance company.

4. A Member or Deferred Member may elect to receive the benefits to which this Appendix B applies in any combination of the forms enumerated herein.

**B.** Subject to Section 11.3 with respect to Accounts that are less than \$5,000 and in addition to the distribution forms enumerated in Section 11.3 of the Plan, in the event a Member or Deferred Member dies before his benefit attributable to amounts transferred from the Allis-Chalmers Plan to the ISP, or any portion thereof, has been paid to him, the unpaid balance of such amount shall be paid to his designated Beneficiary as follows:

1. If the beneficiary is an individual or individuals, the amount described in paragraph (B) above shall be paid to such Beneficiary in one of the methods described in paragraph (A) above, as elected by such Beneficiary. In the case of a Beneficiary who elects to receive installments or an annuity, payments thereunder shall not extend beyond the life expectancy of the Beneficiary.

2. If the Beneficiary is other than an individual or individuals, the Member's or Deferred Member's benefit subject to this Appendix B shall be paid in a lump sum payment.

**C.** Subject to Section 11.3 with respect to Accounts that are less than \$5,000 and in addition to the distribution forms enumerated in Section 11.3 of the Plan, in the event a Member or Deferred Member dies after installments have commenced, the remainder of his distributable benefit will be paid to his Beneficiary in a single lump sum except that such Beneficiary may elect to receive such benefit in the installment forms described in paragraph (A) above. If the Beneficiary so elects, installments shall be over a period of years not exceeding the number of years that installments would have continued to be paid to the Member or Deferred Member had he lived, provided the Member or Deferred Member had been receiving installments under subsection (A)(1) and over a period of years which does not extend beyond the Member's or Deferred Member's life expectancy on the day before the date of his death, provided the Member or Deferred Member has been receiving installments under subsection (A)(2).

**D.** Notwithstanding anything in this Appendix B to the contrary, single sum payments shall be made, installments shall commence, and annuity contracts shall be purchased not later than one year after the date of the Member's or Deferred Member's death. In the event a Beneficiary dies before he has received the entire amount payable to him under this Appendix B, the Beneficiary's beneficiary shall be paid the balance of the amount payable hereunder in a single lump sum payment within one year of the Beneficiary's death.



## APPENDIX C

This Appendix C shall apply solely to Members and Deferred Members who formerly participated in the ITT Higbie Manufacturing Company Retirement Profit-Sharing Plan (the "Higbie Plan") and with respect to whom assets and liabilities were transferred to the ISP from the Higbie Plan. All service recognized under the Higbie Plan for purposes of eligibility to participate and vesting were recognized under the ISP as Service.

**A.** Subject to Section 11.3 with respect to Accounts that are less than \$5,000 and in addition to the distribution forms enumerated in Section 11.3 of the Plan, upon incurring a Termination of Employment after attaining age 50 and 10 years of Service or attaining age 65, a Member described above may elect to receive those amounts transferred from the Higbie Plan to the ISP in the distribution forms described herein. Such amounts shall commence, as selected by the Member, as of the earlier of the Valuation Date next following a Member's Termination of Employment on or after his age 65 or any Valuation Date selected by the Member following the Member's attainment of age 50 and 10 years of Service but prior to the Valuation Date next following his age 65:

1. In approximately equal monthly or annual installments over a period not to exceed 10 years.
2. By purchasing an annuity contract for the benefit of the Member or Deferred Member from a legal reserve life insurance company selected by the Company. If the Member elects to receive his benefits hereunder in the form of an annuity and if the Member is married on the date benefits commence, such annuity contract shall be in the form of a 50 percent qualified joint and survivor annuity unless the Member, with his spouse's consent unless it is established to the satisfaction of the Benefits Administration Committee that the spouse cannot be located, elects another form of annuity contract and does not revoke such election within the 90-day period ending on the first day of the first period for which an amount is received as an annuity. Any election by a Member or Deferred Member to waive a qualified joint and survivor annuity must be in writing. The spouse's consent must be in writing, must acknowledge the effect of such election and be witnessed by a notary public. A qualified joint and survivor annuity means an annuity for the life of the Member with a survivor annuity for the life of the spouse which is not less than 50 percent and not more than 100 percent of the annuity which is payable during the joint lives of the Member and the spouse, and which is the actuarial equivalent of a single life annuity for the life of the Member. In the event the Member elects to receive his benefit hereunder in the form of an annuity other than a joint and survivor annuity with his spouse as Beneficiary, the value of the benefit payable to the Member under the annuity shall never be less than 51 percent of the total value of the benefits payable under the annuity to the Member and his Beneficiary.

The Member shall, no less than 30 days and no more than 90 days prior to the first day of the first period for which an amount is received as an annuity, be provided a written explanation of (i) the terms and conditions of the qualified joint and survivor annuity; (ii) the Member's or Deferred Member's right to make and the effect of an election to waive the qualified joint and survivor annuity form of benefit; (iii) the rights of the Member's or Deferred Member's spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity. If an annuity form other than a qualified joint and survivor annuity is elected hereunder, such annuity may not be in a form that will provide for payments over a period extending beyond either the life of the Member (or the lives of the Member and his designated Beneficiary) or the life expectancy of the Member (or the life expectancy of the Member and his designated Beneficiary), and such other forms available under the annuity contract shall be so designed as to provide that at least 50 percent of the reserve that would be required to provide payments to the Member in the normal form under the Plan will be applied to him over his normal life expectancy.

**B.** In the event of the death of a Member or Deferred Member prior to commencing benefits hereunder, such benefit shall be paid to his Beneficiary as of the Valuation Date coincident with or next following the Member's or Deferred Member's date of death in a single sum payment or in installment payments, if the Member or Deferred Member has named one Beneficiary and has so elected, such amount shall be payable in 120 equal, as near as may be, monthly installments, with any funds remaining at the death of the Beneficiary to go to the Beneficiary's estate in one lump sum, or if no Beneficiary survives the Member or Deferred Member, such amounts shall be payable to the Member's or Deferred Member's estate in a single lump sum. In either case, the Member or Deferred Member may name one or more contingent Beneficiaries to take in full at such Member's or Deferred Member's death in the event the primary Beneficiary or Beneficiaries have not survived the Member or Deferred Member.

C. In the event of the death of a Member who is receiving installments pursuant to paragraph (A)(1) hereof and who has designated a Beneficiary to receive installment payments pursuant to paragraph (B) hereof, such Member's installment payments shall continue until the July 31 next following the Member's death and thereafter shall be payable pursuant to paragraph (B) above in 120 equal, as near as may be, monthly installments, with any amounts remaining at the death of the Beneficiary to go to the Beneficiary's estate in a single lump sum.

## APPENDIX D

This Appendix D shall apply solely to Members and Deferred Members who formerly participated in the General Motors Savings-Stock Purchase Program for Salaried Employees in the United States (the "GM Plan") and with respect to whom assets and liabilities were transferred to the ISP from the GM Plan. All service recognized under the GM Plan for purposes of eligibility to participate and vesting was recognized as Service under the ISP.

**A.** Subject to Section 11.3 with respect to a Accounts that are less than \$5,000 and in addition to the distribution forms enumerated in Section 11.3 of the Plan, upon incurring a Termination of Employment, a Member or Deferred Member described above may elect to receive those amounts transferred from the GM Plan to the ISP in the distribution forms described herein:

1. In installment payments on a monthly, quarterly, semi-annual, or annual basis. Installments are to be paid in whole dollar amounts, with \$1,200 as the minimum annual installment. A Member or Deferred Member may change the timing, amount, or discontinue installment payments. Installment payments will commence:

- (i) for monthly payments, the first of the month next following the month in which the Member's or Deferred Member's election is received by the Plan; and
- (ii) for quarterly, semi-annual, and annual payments, not sooner than the month next following the month in which the Plan receives the Member's or Deferred Member's election.

2. A Member or Deferred Member who has incurred a Termination of Employment may elect to withdraw a portion of the amounts hereunder at any time, but no more frequently than once per calendar year. In addition to any partial withdrawal, a Member or Deferred Member may elect, at any time, to receive a complete distribution of the amounts with respect to which this Appendix D applies.

**B.** A Member or Deferred Member shall be permitted to defer commencement of benefits hereunder until the April 1 next following the date such Member or Deferred Member attains age 70½ (or, with respect to a Member or Deferred Member who was born after June 30, 1949, age 72).

## APPENDIX E

This Appendix E shall apply solely to Members and Deferred Members who formerly participated in the Goulds Pumps, Inc. Retirement Savings and Investment Plan (the "Goulds Plan") and with respect to whom assets and liabilities were transferred to the ISP from the Goulds Plan. All service recognized under the Goulds Plan for purposes of eligibility to participate and vesting was recognized as Service under the TSP.

**A.** Subject to Section 11.3 with respect to a Accounts that are less than \$5,000 and in addition to the distribution forms enumerated in Section 11.3 of the Plan, upon incurring a Termination of Employment a Member or Deferred Member described above may elect to receive those amounts transferred from the Goulds Plan to the Plan in installment payments on a monthly or quarterly basis, as the Member elects, over a term certain. The maximum length of the term certain shall be the joint life expectancy of the Member and his designated beneficiary. If the installments are to be distributed over the life expectancy of the Member or the joint life of the Member and his Beneficiary, the life expectancy or joint life expectancies, as applicable of such persons shall be calculated at the time distributions commence and shall not thereafter be recalculated. The initial value of the obligation for the installment payments shall be equal to the amount of the Member's Account balance. Distributions must satisfy the requirements of Section 401(a)(9)(G) of the Code.

## APPENDIX F

This Appendix F shall apply solely to Members who are Deferred Members who were employed at ITT Automotive Brake Systems ("Brakes") or at ill Automotive Electrical Systems, Inc. ("ESP).

**A.** Each Member who was employed at Brakes as of September 25, 1998, the closing date of the sale of Brakes, was 100% vested in his Accounts as of such date.

**B.** Each Member who was employed at ESI as of September 28, 1998, the closing date of the sale of ESI, was 100% vested in his Accounts as of such date.

**C.** Effective September 25, 1998, a Member employed at Brakes was permitted, between September 25, 1998 and the date of the trust to trust transfer of his Accounts to the qualified retirement plan sponsored by Continental AG, to reallocate the investment of amounts in his Company Contribution Account into any other fund offered by the ISP, regardless of the age of the Member.

**D.** Effective September 28, 1998, a Member employed at ESI was permitted, between September 28, 1998 and the date of the trust to trust transfer of his Accounts to the qualified retirement plan sponsored by Valeo, to reallocate the investment of amounts in his Company Contribution Account into any other fund offered by the ISP, regardless of the age of the Member. Amounts that were invested in the ITT Stock Fund on the date of the trust to trust transfer to the qualified retirement plan sponsored by Valeo were transferred in kind.

#### APPENDIX G

This Appendix G shall apply solely to individuals who were salaried employees of Water Pollution Control Corporation (“WPCC”).

- A.** Each individual who was a salaried employee of WPCC on February 28, 1999 was an Employee for purposes of the ISP as of March 1, 1999.
- B.** In accordance with the terms and conditions of the Stock Purchase Agreement for WPCC dated January 3, 1999, an individual who became an Employee of ITT Corporation on March 1, 1999 as a result of ITT Corporation’s acquisition of WPCC was credited with all uninterrupted service rendered by such salaried employee while employed by WPCC prior to March 1, 1999. Such service was credited solely for the purposes of determining eligibility and vesting under the ISP and only to the extent such service was credited by WPCC under a qualified retirement plan for these purposes.

#### APPENDIX H

This Appendix H shall apply solely to Members who are Deferred Members who were employed at Precision Die Casting (“PDC”), Pomona, or Palm Coast Utility (“PCUC”).

- A.** Each Member who was employed at PDC as of March 13, 1998, was permitted to request an elective transfer to the ISP or a complete distribution through March 12, 2000. On or after March 13, 2000, such a Member was not be permitted to elect a transfer or distribution of his Accounts until the Member terminates employment with the buyer of PDC, dies or becomes Disabled. Effective March 13, 1998, such a Member also was not permitted to request a loan or a withdrawal (other than a full distribution prior to March 13, 2000) from his Accounts.
- B.** Each Member who was employed at Pomona as of September 25, 1998, was permitted to request an elective transfer to the ISP or a complete distribution through September 24, 2000. On or after September 25, 2000, such a Member was not be permitted to elect a transfer or distribution of his Accounts until the Member terminates employment with the buyer of Pomona, dies or becomes Disabled. Effective September 25, 1998, such a Member also was not permitted to request a loan or a withdrawal (other than a full distribution prior to September 25, 2000) from his Accounts.
- C.** Each Member who was employed at PCUC as of January 22, 1999, was permitted to request an elective transfer to the ISP or a complete distribution pursuant to Article 11 of his Accounts through January 21, 2001. On or after January 22, 2001, such a Member was not be permitted to elect a transfer or distribution of his Accounts until the Member terminates employment with the buyer of PCUC, dies or becomes Disabled. Effective January 22, 1999, such a Member also was not permitted to request a loan or a withdrawal (other than a full distribution prior to January 22, 2001) from his Accounts.

## APPENDIX I

This Appendix I shall apply solely to individuals whose accounts under a Merged Frozen Plan (listed below) were transferred to the Plan effective as of the close of business on December 31, 2012 (a “Prior Merged Frozen Plan Participant”):

ITT Koni Friction Products Savings Plan for Hourly Employees

ITT Engineered Valves CA Pure Flo Solutions Group Savings Plan for Hourly Employees

ITT Pure Flo Precision Savings Plan for Hourly Employees

**A. Account Transfers.** Notes receivable for participant loans, qualified domestic relations orders, beneficiary designations, and investment allocations associated with accounts transferred from the Merged Frozen Plans for Prior Merged Frozen Plan Participants also were transferred to the Plan.

**B. Vesting.** Notwithstanding the provisions of Article 6 of the Plan, and except as provided in Section 14.2(a) of the Plan, each Prior Merged Frozen Plan Participant shall have the Vested Share of his accounts transferred from the applicable Merged Frozen Plan determined as if the vesting provisions of the applicable Merged Frozen Plan as in effect on December 31, 2012 had continued in effect. For purposes of the preceding sentence, accounts transferred from the ITT Koni Friction Products Savings Plan for Hourly Employees shall be considered to be fully vested. The non-vested portion, if any, of the accounts transferred to the Plan from a Merged Frozen Plan for a Prior Merged Frozen Plan Participant shall be permanently forfeited and applied as described in Section 16.6 of the Plan on the date such Prior Merged Frozen Plan Participant incurs a Permanent Break in Service, if not forfeited earlier under the vesting provisions of the applicable Merged Frozen Plan. For this purpose, “Permanent Break in Service” shall have the meaning assigned to such term under the applicable Merged Frozen Plan as in effect on December 31, 2012.

## APPENDIX J

This Appendix J shall apply solely to individuals whose accounts under a Merged Plan listed below were transferred to the Plan effective as of the close of business on December 31, 2013 (a "Prior Merged Plan Participant") :

ITT Aerospace Controls Savings Plan for Hourly Employees  
ITT Control Technologies Savings Plan for Hourly Employees  
ITT Cannon Savings Plan for Hourly Employees  
ITT BIW Connector Systems Employees' Savings Plan  
ITT Engineered Valves -- Fabri Savings Plan for Hourly Employees

and to individuals whose accounts under the Pro Cast and Goulds Pumps Service Center Employees' Savings Plan (the "Pro Cast Plan", which is also a Merged Plan) were transferred to the Plan effective January 1, 2014 (a "Prior Pro Cast Plan Participant").

**A. Account Transfers.** Notes receivable for participant loans, qualified domestic relations orders, beneficiary designations, and investment allocations associated with accounts transferred from the Merged Plans for Prior Merged Plan Participants and Prior Pro Cast Plan Participants also were transferred to the Plan.

**B. Vesting.** Each Prior Merged Plan Participant who is an employee of the Company or an Associated Company on January 1, 2014 and each Prior Pro Cast Plan Participant (whether or not an employee) shall be fully vested in his accounts transferred from the applicable Merged Plan as of January 1, 2014. Each Prior Merged Plan Participant who is not an employee of the Company or an Associated Company on January 1, 2014, but later resumes employment as an employee of the Company or an Associated Company before incurring a Permanent Break in Service, shall become fully vested in his accounts transferred from the applicable Merged Plan as of the date he so resumes employment. The non-vested portion of the accounts transferred to the Plan from a Merged Plan for a Prior Merged Plan Participant who has not become fully vested as described in the prior provisions of this Section B shall be permanently forfeited and applied as described in Section 16.6 of the Plan on the date such Prior Merged Plan Participant incurs a Permanent Break in Service, or on such earlier date as of which forfeiture would have occurred if the vesting provisions of the applicable Merged Plan as in effect on December 31, 2013 had continued in effect. For this purpose, "Permanent Break in Service" shall have the meaning assigned to such term under the applicable Merged Plan as in effect on December 31, 2013.

**C. Participation.** A Prior Merged Plan Participant who is an active participant in a Merged Plan on December 31, 2013, and is an Employee on January 1, 2014, shall become a Contributing Member of the Plan on January 1, 2014, whose initial rate of Savings shall be determined pursuant to Section 4.1(a)(i)(B) of the Plan and whose initial investment election under Section 7.2 of the Plan shall be his investment election in effect under the Merged Plan on December 31, 2013.

**D. Company Contributions.** Prior Merged Plan Participants who become Members of the Plan shall be eligible for Company Matching Contributions and Company Core Contributions under the terms of the Plan.

**E. Repayment of Certain Withdrawals.** If a Prior Merged Plan Participant made a withdrawal from his matching employer contributions account under a Merged Plan that resulted in the forfeiture of a portion of such account, he shall be permitted to repay in full the amount received from his Merged Plan matching employer contributions account. Such repayment may be made at any time while the Prior Merged Plan Participant is a Member and before the date the Prior Merged Plan Participant incurs a Permanent Break in Service (as defined in Section B, above). Upon such repayment, the forfeited portion of the Prior Merged Plan Participant's matching employer contributions account under the Merged Plan shall be restored at the value of such forfeited amount as of the date the withdrawal was distributed. Any repaid amounts shall be invested in accordance with Section 7.2.

## APPENDIX K

This Appendix K shall apply solely to (1) individuals whose accounts under the ITT Engineered Valves -- Lancaster Savings Plan for Hourly Employees (the "Merged Bargained Plan") were transferred to the Plan effective as of the close of business on December 31, 2013 ("Prior Merged Bargained Plan Participants"), and (2) eligible Employees whose membership in this Plan is subject to the collective bargaining agreement with Local 36 of the Glass, Molders, Pottery, Plastics and Allied Workers International Union, AFL-CIO-CLC at the Lancaster, Pennsylvania location ("Union Employees").

**A. Account Transfers.** Notes receivable for participant loans, qualified domestic relations orders, beneficiary designations, and investment allocations associated with accounts transferred from the Merged Bargained Plan for Prior Merged Bargained Plan Participants also were transferred to the Plan.

**B. Participation.** A Prior Merged Bargained Plan Participant who is an active participant in the Merged Bargained Plan on December 31, 2013, and is an Employee on January 1, 2014, shall become a Contributing Member of the Plan on January 1, 2014, whose initial rate of Savings shall be determined pursuant to Section 4.1(a)(i)(B) of the Plan and whose initial investment election under Section 7.2 of the Plan shall be his investment election in effect under the Merged Bargained Plan on December 31, 2013. All other Union Employees shall be eligible to join the Plan in accordance with the provisions of Article 3 of the Plan.

**C. Company Contributions.** Subject to the provisions of this Appendix K, a Member who is a Union Employee is eligible for Company Matching Contributions and Company Core Contributions under the terms of the Plan. Notwithstanding the foregoing:

(i) a Union Employee who is a "Grandfathered Participant" (as defined below) shall not be eligible for Company Core Contributions under this Plan before January 1, 2020.

(ii) a Member who is a Union Employee not described in (i), above, and who is permanently and totally disabled (with the meaning of Section 22(e)(3) of the Code) shall continue to be eligible for allocations of Company Core Contributions while the Member is absent from employment due to long term disability, worker's compensation, or sickness and accident leave authorized by the Company, for up to two years if the Member is credited with less than 10 Years of Vesting Service under Section E, below, when the absence began and up to three years if the Member is credited with 10 or more Years of Vesting Service under Section E, below, when the absence began. For purposes of the allocations described in this paragraph, the Member shall be deemed to receive Salary during the absence at the base pay rate in effect for the Member when the absence began if that is larger than the Salary the Member actually receives during such absence.

Solely with respect to a Member who (1) is not a "Grandfathered Participant" (as defined below), (2) is a Union Employee who was eligible to participate in the Merged Bargained Plan on December 31, 2013, and (3) on January 1, 2014 is an eligible Union Employee, the Company shall contribute to the Trust Fund a "Special Transition Contribution" equal to 2 percent of the Member's Salary for the Plan Year. Special Transition Contributions shall be made for each Plan Year and shall be made no later than the due date for the corporate tax return for the Plan Year for which the Special Transition Contribution is made. Notwithstanding the foregoing, if an eligible Member terminates employment during the Plan Year for which a Special Transition Contribution is payable, such Member's Special Transition Contribution for such Plan Year shall be made as soon as practicable following the end of the calendar year in which the Member terminates employment. Special Transition Contributions shall be made beginning as of December 31, 2014 until the earliest to occur of: (a) May 19, 2018; (b) the Member's termination of employment regardless of whether the Member is subsequently reemployed; (c) the date the Member ceases to be a Union Employee by reason of transfer to other employment with the Company or an Associated Company, or (d) the Member's death.

For purposes of this provision, "Grandfathered Participant" shall mean a Union Employee who, on May 17, 2013, has age and continuous service under the ITT Engineered Valves Pension Plan for Local 36 Hourly Employees at Lancaster, Pennsylvania equal to seventy (70) points or more.

**D. Definition of Salary.** "Salary" used to determine the amount of contributions to the Plan with respect to Members who are Union Employees shall be Salary (as defined in Section 2.73 of this Plan), except that incentive and bonus payments shall also be excluded.



**E. Vesting in Company Contributions.** Notwithstanding the provisions of Article 6 of the Plan, and except as provided in Section 14.2(a) of the Plan, the vesting schedule below shall apply (1) to the Merged Bargained Plan Matching Contributions Account of a Prior Merged Bargained Plan Participant whose account in the Merged Bargained Plan was transferred to this Plan on December 31, 2013, and who either (I) is an employee of the Company or an Associated Company on January 1, 2014 or (II) resumes employment as an employee of the Company or an Associated Company after January 1, 2014 and before incurring a Permanent Break in Service as defined in Section F below; and (2) to the Company Matching Account of a Member who is a Union Employee on or after January 1, 2014:

Years of Vesting Service    Portion of affected Account in which the Member is Vested

Less than 1	0%
1 but less than 2	33-1/3%
2 but less than 3	66-2/3%
3 or more	100%

In addition, a Member described in this Section E shall become fully vested in his Merged Bargained Plan Matching Employer Contributions Account and Company Matching Account upon the occurrence of the earliest of the following events while employed with the Company or an Associated Company:

- (i) the Member's death;
- (ii) the Member's attainment of age 65 (normal retirement age);
- (iii) the establishment of the Member's Permanent and Total Disability; or
- (iv) transfer to employment in which he is an Employee other than a Union Employee.

For purposes of this Section E, "Years of Vesting Service" equal the sum of (I) Years of Service earned under the Plan after December 31, 2013, plus (II) "Years of Service" credited under the Merged Bargained Plan for vesting purposes as of December 31, 2013.

The non-vested portion of the accounts transferred to the Plan from the Merged Bargained Plan for a Prior Merged Bargained Plan Participant who is not credited with an Hour Worked after December 31, 2013 shall be permanently forfeited on the date such Prior Merged Bargained Plan Participant incurs a Permanent Break in Service as defined in Section F, below.

**F. Effect of Termination or Rehire on Vesting.** If a Member described in (1) or (2) of Section E, above, terminates employment with the Company and all Associated Companies before becoming fully vested in all of his Accounts under the Plan, the following rules shall apply:

1. That portion of any Account in which the Member is not fully vested shall be accounted for separately from the Vested Share and shall be disposed of as provided in 2 and 3, below. If prior to termination of employment the Member receives a distribution (including a withdrawal) from any Account in which he is not fully vested at the time, his Vested Share of such Account shall be an amount ("X") determined by the following formula:

$$X = P (AB + D) - D$$

For purposes of the formula,:

P = The Member's vested percentage of such Account on the date distribution is to be made.

AB = The balance of such Account as of the Valuation Date immediately preceding the date distribution is to be made.

D = The amount of all prior distributions from such Account.

2. That portion of any Account that is not vested upon a Member's termination of employment with the Company and all Associated Companies shall be disposed of as follows:

I. If the Member has no Vested Share in any Account upon his termination, the Member's Accounts shall be deemed to have been distributed to him upon termination.

II. If the Member receives payment of his Vested Share of his Accounts because of his termination of participation, the non-vested balance remaining in the Member's Accounts shall be forfeited and his Accounts closed as of the date the actual distribution is made to the Member. A distribution is deemed made because of a Member's termination of participation in the Plan if it occurs prior to the end of the second Plan Year beginning on or after the Member's termination of employment with the Company and all Associated Companies.

III. If neither I nor II above applies, the non-vested portion of the Member's Accounts shall continue to be held in such Accounts and shall not be forfeited until the date the Member incurs a Permanent Break in Service. A "Permanent Break in Service" is a five-consecutive-year period beginning on a Member's Severance Date during which the Member is not credited with an Hour Worked.

3. Whenever the non-vested portion of a Member's Accounts is forfeited in accordance with 2, above, the amount of such forfeiture shall be applied as described in Section 16.6 of the Plan.

4. If a Member described in this Section F returns to employment with the Company or an Associated Company, his Years of Service for vesting purposes shall be determined as described in Section E; provided, however, that previously non-vested amounts shall be restored and become eligible to vest in the future only to the extent provided in 5, below.

5. If a Member who forfeited the non-vested portion of his Accounts under subparagraph I or II of 2, above, is reemployed by the Company or an Associated Company, such forfeited amounts shall be recredited to the Member's Accounts, without adjustment for interim gains and losses experienced by the Plan:

I. If the Member returns to employment with the Company or an Associated Company before he incurs a Permanent Break in Service as defined in subparagraph III of 2, above, commencing after the date he received, or is deemed to have received, distribution of his Vested Share of his Accounts; and

II. If he received a distribution from the Plan subsequent to his termination of employment, he repays the full amount of the distribution attributable to his Accounts that were not fully vested.

Funds needed in any Plan Year to recredit the Accounts of a Member with prior forfeitures shall come first from forfeitures that arise during such Plan Year or shall be provided by the Company by way of a separate contribution. Repayments of forfeitures shall be invested in accordance with the Member's investment election for new contributions under Section 7.2 of this Plan.

**G. ADP and ACP Tests.** For any Plan Year in which at least one Union Employee is a Highly Compensated Employee, the ADP Test described in Section 4.1(d) of the Plan shall apply separately to Before-Tax Savings and Roth Contributions (other than Catch-Up Contributions) contributed for Union Employees for the Plan Year. For After-Tax Savings and Company Matching Contributions made for or on behalf of Union Employees, the ACP test is deemed to be satisfied for all Plan Years pursuant to Treasury Regulation Section 1.401(m)-1(b)(2).

**H. Repayment of Certain Withdrawals.** If a Prior Merged Bargained Plan Participant made a withdrawal from his matching employer contributions account under the Merged Bargained Plan that resulted in the forfeiture of a portion of such account, he shall be permitted to repay in full the amount received from his Merged Plan matching employer contributions account. Such repayment may be made at any time while the Prior Merged Bargained Plan Participant is a Member and before the date the Prior Merged Bargained Plan Participant incurs a Permanent Break in Service (as defined in Section F, above). Upon such repayment, the forfeited portion of the Prior Merged Bargained Plan Participant's matching employer contributions account under the Merged Bargained Plan shall be restored at the value of such forfeited amount as of the date the withdrawal was distributed. Any repaid amounts shall be invested in accordance with Section 7.2.

## APPENDIX L

This Appendix L shall apply solely to individuals whose accounts under a Merged Hartzell Plan (listed below) were transferred to the Plan effective as of the close of business on December 31, 2015 (a “Prior Merged Hartzell Plan Participant”):

AcousticFab, LLC 401(k) Plan  
Electrofilm Manufacturing Company, LLC 401(k) Plan  
Industrial Tube Company, LLC 401(k) Plan

**A. Account Transfers.** Notes receivable for participant loans and qualified domestic relations orders also were transferred from the Merged Hartzell Plans to the Plan for Prior Merged Hartzell Plan Participants.

**B. Investment of Transferred Accounts.** Accounts transferred from a Merged Hartzell Plan to the Plan for a Prior Merged Hartzell Plan Participant initially shall be invested in accordance with the Prior Merged Hartzell Plan Participant’s investment election in effect under Section 7.2 of the Plan as of December 31, 2015, or, if there is no such election in effect, in the Target Retirement Fund that is appropriate based on the Prior Merged Hartzell Plan Participant’s year of birth. This initial investment election shall remain in effect unless and until the Prior Merged Hartzell Plan Participant elects to have all or part of his Accounts invested in or transferred to other Investment Funds pursuant to Section 7.4 of the Plan.

**C. Vesting.** Each Prior Merged Hartzell Plan Participant who is an employee of the Company or an Associated Company on January 1, 2016 shall be fully vested in his accounts transferred from the applicable Merged Hartzell Plan as of such date. Each Prior Merged Hartzell Plan Participant who is not an employee of the Company or an Associated Company on January 1, 2016, but later becomes an employee of the Company or an Associated Company before incurring five consecutive one-year Breaks in Service, shall become fully vested in his accounts transferred from the Prior Merged Hartzell Plan as of the date he so becomes an employee. The non-vested portion of the accounts transferred to the Plan from the Merged Hartzell Plan for a Prior Merged Hartzell Plan Participant who has not become fully vested as described in the prior provisions of this Section C shall be permanently forfeited and applied as described in Section 16.6 of the Plan on the date such Prior Merged Hartzell Plan Participant incurs five consecutive one-year Breaks in Service, or on such earlier date as of which forfeiture would have occurred if the vesting provisions of the applicable Merged Hartzell Plan as in effect on December 31, 2015 had continued in effect. For this purpose, “Break in Service” shall have the meaning assigned to such term under the applicable Merged Hartzell Plan as in effect on December 31, 2015.

## APPENDIX M

This Appendix M shall apply solely to (1) individuals whose accounts under the Merged Industrial Process Plan were transferred to the Plan effective as of the close of business on September 4, 2018 (“Prior Industrial Process Plan Participants”), and (2) any other eligible Industrial Process Employee.

**A. Account Transfers.** Notes receivable for participant loans, qualified domestic relations orders, beneficiary designations, and investment allocations associated with accounts transferred from the Merged Industrial Process Plan for Prior Industrial Process Plan Participants also were transferred to the Plan.

**B. Investment of Transferred Accounts.** Accounts transferred from the Merged Industrial Process Plan to the Plan for a Prior Industrial Process Plan Participant initially shall be invested in accordance with the Prior Industrial Process Plan Participant’s investment election (or deemed election) immediately prior to the merger of the Merged Industrial Process Plan into the Plan. This initial investment election shall remain in effect unless and until the Prior Industrial Process Plan Participant elects to have all or part of his Accounts invested in or transferred to other Investment Funds pursuant to Section 7.4 of the Plan.

**C. Before Tax Savings.** Section 4.1(a) of the Plan shall apply, except as follows:

1. If a Prior Industrial Process Plan Participant was making regular before-tax contributions and/or Roth contributions under the Prior Industrial Process Plan on September 3, 2018, such individual shall become a Member of the Plan on September 4, 2018 and such individual’s election (or deemed election) in effect under Prior Industrial Process Plan immediately prior to the merger of the Merged Industrial Process Plan into the Plan shall be deemed to have been an election of Regular Before-Tax Savings and/or Roth Contributions made under the Plan and shall continue in the same percentage until and unless the Member makes another Regular Before-Tax Savings and/or Roth Contributions election in accordance with procedures prescribed by the Benefits Administration Committee, or such election is increased pursuant to Section 4.1(a)(iv) of the Plan.

2. With respect to an Industrial Process Employee employed by the West Virginia Pro Shop division of Goulds Pumps (IPG) LLC or its successor who has become a Member pursuant to Article 3 after September 4, 2018, Section 4.1(a)(i) shall apply, except that the automatic reduction in Salary referred to in that section shall be 10 percent.

**D. After-Tax Savings.** Notwithstanding Section 4.2 or any other provision of the Plan, no Industrial Process Employee shall be eligible to contribute After-Tax Savings to the Trust Fund.

**E. Company Matching Contributions.** Notwithstanding Section 5.1 or any other provision of the Plan:

1. Prior to January 1, 2020, with respect to an Employee who (i) is an Industrial Process Employee employed by the Seneca Falls division of Goulds Pumps (IPG) LLC or its successor, (ii) was an active participant in the ITT Industrial Process Pension Plan for Bargaining Unit Employees as of July 29, 2017, and (iii) was at least age 60 as of December 31, 2017 (such Employee, a “Grandfathered Seneca Falls Participant”), the Company shall contribute to the Trust Fund a Company Matching Contribution in an amount equal to 100 percent of the Member’s Savings and Roth Contributions for each pay period, up to a maximum Company Matching Contribution of \$800 per Plan Year. Company Matching Contributions will be applied first to a Member’s Before-Tax Savings. Any remaining Company Matching Contributions will be applied to the Member’s Roth Contributions. Effective January 1, 2020, Grandfathered Seneca Falls Participants shall be eligible for Company Matching Contributions pursuant to Paragraph E.2 of this Appendix M.

2. With respect to an Employee who (i) is an Industrial Process Employee employed by the Seneca Falls division of Goulds Pumps (IPG) LLC or its successor and (ii) effective before January 1, 2020, is not a Grandfathered Seneca Falls Participant:

1. The Company shall contribute to the Trust Fund a Company Matching Contribution in an amount equal to 100 percent of the Member’s Savings and Roth Contributions for each pay period; provided, however, that only the first 3 percent of the Member’s Salary will be eligible for such a Company Matching Contribution during each pay period. Company Matching Contributions will be applied first to a Member’s Before-Tax Savings. Any remaining Company Matching Contributions will be applied to the Member’s Roth Contributions.

II. Notwithstanding anything contained herein to the contrary, if as of the last day of the Plan Year, the amount of Matching Contributions allocated to such Member for such Plan Year is less than 100 percent of the Member's Savings and Roth Contributions up to 3 percent of the Member's Salary for the Plan Year, the Company shall make a "true-up" Company Matching Contribution on behalf of such Member in an amount equal to the difference. The true-up Company Matching Contribution described in the preceding sentence shall also be made with respect to a Member who terminates employment during the Plan Year and such true-up Company Matching Contribution shall be made as soon as administratively practicable following the end of the calendar year in which the Member terminates employment.

**F. Company Core Contributions.** Section 5.2 of the Plan shall apply, except as follows:

1. With respect to an Employee who (i) is an Industrial Process employee employed by the Seneca Falls division of Goulds Pumps (IPG) LLC or its successor, (ii) is not a Grandfathered Seneca Falls Participant, and (iii) whose age plus Service as of December 31, 2017 total 70 or more, instead of the Company Core Contributions described in Section 5.2, the Company shall make Company Core Contributions each pay period equal to 6 percent of the Member's Salary for such pay period.

2. Prior to January 1, 2020, a Grandfathered Seneca Falls Participant shall not be eligible for a Company Core Contribution. Beginning January 1, 2020, a Grandfathered Seneca Falls Participants shall be eligible for a Company Core Contribution as described in Section 5.2.

**G. Certain Withdrawals.** A Prior Industrial Process Plan Participant who has not attained age 59-1/2 and remains in the employ of Goulds Pumps (IPG) LLC or its successor or an associated company may withdraw all or a portion of his account attributable to "Matching Employer Contributions" under the Merged Industrial Process Plan that were transferred to the Plan on September 4, 2018 that are allocated on or before December 31, 2017, subject to the limits specified in Revenue Ruling 71-295 and Revenue Ruling 68-24, and may not withdraw such "Matching Employer Contributions" allocated thereafter, except as otherwise provided under Article IX.

**ITT SUPPLEMENTAL RETIREMENT SAVINGS PLAN**

*As Amended and Restated as of May 2, 2020*

## **INTRODUCTION**

The ITT Supplemental Retirement Savings Plan (the “Plan”) was originally named the ITT Excess Savings Plan and was effective as of January 1, 1987. The purpose of the Plan was to provide a means of restoring the contributions lost under the ITT Investment and Savings Plan for Salaried Employees (the “Former Savings Plan”) due to the application of the limitations imposed on qualified plans by Section 415 of the Internal Revenue Code, as amended (the “Code”).

As of January 1, 1989, the Plan was amended to provide (i) a means for restoring, for an employee participating in the Former Savings Plan, the matching and other employer contributions lost under the Former Savings Plan due to the application of the limitations imposed on qualified plans by Section 401(a)(17) and Section 402(g)(1) of the Code and (ii) a means of providing such employees with an opportunity to defer a portion of their salary in accordance with the terms of the Former Savings Plan as hereinafter set forth.

As of January 1, 1995, the Plan was further amended to provide a means of restoring, for an employee participating in the Former Savings Plan, matching and other employer contributions lost due to the deferral of base compensation under another nonqualified deferred compensation program. As of December 19, 1995, the Plan was renamed and continued as the ITT Industries Excess Savings Plan.

As of January 1, 1996, the Plan was further amended to solely provide to individuals who were designated as Eligible Employees under the Plan on and after January 1, 1996, a means to restore the contributions lost under the Former Savings Plan due to the application of the limitations

imposed by Sections 415 and 401(a)(17) of the Code and providing such employees with an opportunity to defer a portion of their base salary and to transfer any liabilities not attributable to such benefits to the ITT Industries Deferred Compensation Plan. The Plan was further amended, effective as of (i) January 1, 1997, to provide additional optional forms of distributions and to revise the participation requirements, (ii) July 1, 1997, to revise the eligibility requirements to permit an Eligible Employee to participate in his first year of employment, and (iii) September 1, 1997, to further expand the distribution options available under the Plan.

In July, 2004, the Plan was amended and restated to make certain changes regarding the effect of an Acceleration Event and to unify the definition of Acceleration Event with other employee benefit plans of ITT Industries, and to make certain other technical amendments.

Effective as of July 1, 2006, the Plan was renamed the ITT Excess Savings Plan. Effective as of January 1, 2008, the Plan was amended to make certain administrative changes.

Effective as of December 31, 2008, the Plan was amended and restated to comply with the provisions of Section 409A of the Code and the regulations promulgated thereunder.

Effective as of October 31, 2011, ITT split into three separate companies, ITT Corporation, Exelis Inc. and Xylem Inc. Under the Employee Benefits and Compensation Matters Agreement, dated October 25, 2011, ITT Corporation agreed to continue the Plan for eligible employees of ITT Corporation and of its subsidiaries and to transfer the liabilities attributable to participants who become or were employees of Xylem Inc. or Exelis Inc., or one of their subsidiaries to Xylem Inc. or Exelis Inc., respectively.



Effective as of October 31, 2011 the Plan was amended and restated to reflect the enhanced employer contribution formula provided under the ITT Corporation Retirement Savings Plan for Salaried Employees, the successor plan to the Former Savings Plan, and to rename the Plan as the ITT Corporation Supplemental Retirement Savings Plan for Salaried Employees. The Plan was further amended to cease Salary Deferrals by eligible employees effective as of January 1, 2012.

Effective January 1, 2016, sponsorship of the Plan was transferred from ITT Corporation to its subsidiary, ITT Industries Holdings, Inc. and the Plan was renamed the ITT Supplemental Retirement Savings Plan for Salaried Employees. The Plan was amended and restated as of January 1, 2016 to reflect such transfer of sponsorship and plan name change. The Plan was further renamed the ITT Supplemental Retirement Savings Plan on April 28, 2016.

Effective as of close of business on May 1, 2020, for the period beginning as of close of business May 1, 2020 and ending as of close of business December 31, 2020, there shall be no Employer contributions other than the discretionary employer contribution described herein.

All benefits payable under this Plan, which is intended to constitute both an unfunded excess benefit plan under Section 3(36) of Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and a nonqualified, unfunded deferred compensation plan for a select group of management employees under Title I of ERISA, shall be paid out of the general assets of the Corporation. The Corporation may establish and fund a trust in order to aid it in providing benefits due under the Plan.

## ITT SUPPLEMENTAL RETIREMENT SAVINGS PLAN

### TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I - DEFINITIONS</b>	
1.01 “Acceleration Event”	8
1.02 “Accounts”	8
1.03 “Associated Company”	8
1.04 “Beneficiary”	8
1.05 “Change of Control”	8
1.06 “Code”	9
1.07 “Committee”	9
1.08 “Company”	9
1.09 “Corporation”	9
1.10 “Company Core Contribution Rate”	9
1.11 “Company Transition Credit Contribution Rate”	9
1.12 “Core Contribution Account”	9
1.13 “Deferral Account”	9
1.14 “Effective Date”	9
1.15 “Eligible Employee”	9
1.16 “Employee”	9
1.17 “ERISA”	9
1.18 “Excess Discretionary Contributions”	10
1.19 “Excess Matching Contributions”	9
1.20 “Excess Floor Contributions”	9
1.21 “Excess Core Contributions”	10
1.22 “Excess Transition Credit Contributions”	10
1.23 “Floor Contribution Account”	10
1.24 “ITT”	10
1.25 “Matching Company Contribution”	10

1.26	“Matching Contribution Account”	10
1.27	“Member”	10
1.28	“Plan”	10
1.29	“Plan Year”	10
1.30	“Reporting Date”	10
1.31	“Salary”	10
1.32	“Salary Deferrals”	11
1.33	“Salary Reduction Agreement”	11
1.34	“Savings”	11
1.35	“Savings Plan”	11
1.36	“Special DC Credit Contribution Rate”	11
1.37	“Statutory Compensation Limitation”	11
1.38	“Termination of Employment”	11
1.39	“Transition Credit Contribution Account”	12
<b>ARTICLE II - PARTICIPATION</b>		12
2.01	Eligibility	12
2.02	Participation and Filing Requirements	14
2.03	Termination of Participation	15
<b>ARTICLE III - EXCESS SAVINGS PLAN CONTRIBUTIONS</b>		16
3.01	Amount of Contributions	16
3.02	Investment of Accounts	19
3.03	Vesting of Accounts	20
3.04	Individual Accounts	20
3.05	Valuation of Accounts	20
<b>ARTICLE IV - PAYMENT OF CONTRIBUTIONS</b>		21
4.01	Commencement of Payment	21
4.02	Method of Payment	21
4.03	Payment upon the Occurrence of a Change in Control	21
<b>ARTICLE V - GENERAL PROVISIONS</b>		22

5.01	Funding	22
5.02	No Contract of Employment	22
5.03	Unsecured Interest	22
5.04	Facility of Payment	22
5.05	Withholding Taxes	23
5.06	Nonalienation	23
5.07	Transfers	23
5.08	Claims Procedure	23
5.09	Compliance	26
5.10	Acceleration of or Delay in Payments	26
5.11	Construction	26
<b>ARTICLE VI - AMENDMENT OR TERMINATION</b>		26
6.01	Right to Terminate	26
6.02	Right to Amend	27
<b>ARTICLE VII - ADMINISTRATION</b>		27
7.01	Administration	27

## ARTICLE I - DEFINITIONS

- 1.01** “**Acceleration Event**” shall mean “Acceleration Event” as that term is defined under the provisions of the Plan as in effect on October 3, 2004.
- 1.02** “**Accounts**” shall mean the Deferral Account, the Floor Contribution Account, Core Contribution Account, the Matching Contribution Account and the Transition Credit Contribution Account.
- 1.03** “**Associated Company**” shall mean any division, unit, subsidiary, or affiliate of the Corporation which is an Associated Company as such term is defined in the Savings Plan.
- 1.04** “**Beneficiary**” shall mean the person or persons designated pursuant to the provisions of the Savings Plan to receive benefits under the Savings Plan after a Member’s death.
- 1.05** “**Change of Control**” shall mean an event which shall occur if there is: (i) a change in the ownership of ITT; (ii) a change in the effective control of ITT; or (iii) a change in the ownership of a substantial portion of the assets of ITT.

For purposes of this Section, a change in the ownership occurs on the date on which any one person, or more than one person acting as a group (as defined in Treasury Regs. 1.409A-2(i)(5)(v)(B)), acquires ownership of stock that, together with stock held by such person or group constitutes more than 50% of the total fair market value or total voting power of the stock of ITT.

A change in the effective control occurs on the date on which either (i) a person, or more than one person acting as a group (as defined in Treasury Regs. 1.409A-2(i)(5)(v)(B)), of the Board of Directors of ITT (the “Board of Directors”) is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of such Board of Directors prior to the date of the appointment or election, but only if no other corporation is a majority shareholder.

A change in the ownership of a substantial portion of assets occurs on the date on which any one person, or more than one person acting as a group (as defined in Treasury Regs. 1.409A-2(i)(5)(v)(B)), other than a person or group of persons that is related to ITT, acquires assets that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of ITT immediately prior to such acquisition or acquisitions, taking into account all such assets acquired during the 12-month period ending on the date of the most recent acquisition.

The determination as to the occurrence of a Change in Control shall be based on objective facts and in accordance with the requirements of Section 409A of the Code and the regulations promulgated thereunder.

- 1.06** “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.07** “**Committee**” shall mean the Compensation and Personnel Committee of the Board of Directors.
- 1.08** “**Company**” shall mean the Corporation with respect to its employees or any participating company in the Savings Plan with respect to its employees.
- 1.09** “**Corporation**” shall mean ITT Industries Holdings, Inc., a Delaware corporation, or any successor by merger, purchase or otherwise.
- 1.10** “**Company Core Contribution Rate**” shall mean the rate of Company Core Contributions (as such term is defined under the provisions of the Savings Plan) for a particular Plan Year.
- 1.11** “**Company Transition Credit Contribution Rate**” shall mean the rate of Company Transition Credit Contributions (as such term is defined under the provisions of the Savings Plan) for a particular Plan Year.
- 1.12** “**Core Contribution Account**” shall mean the bookkeeping account (or subaccount(s)) maintained for each Member to record all amounts credited on his behalf under Section 3.01(d) and earnings on those amounts pursuant to Section 3.02.
- 1.13** “**Deferral Account**” shall mean the bookkeeping account (or subaccount(s)) maintained for each Member to record the amounts credited on his behalf under Section 3.01(a) and earnings on those amounts pursuant to Section 3.02.
- 1.14** “**Effective Date**” shall mean January 1, 1987.
- 1.15** “**Eligible Employee**” shall mean an Employee of the Company who is eligible to participate in the Plan as provided in Section 2.01.
- 1.16** “**Employee**” shall have the meaning set forth in the Savings Plan.
- 1.17** “**ERISA**” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.18** “**Excess Discretionary Contributions**” shall mean the amount of discretionary contributions credited on a Member’s behalf under Section 3.01(f).
- 1.19** “**Excess Matching Contributions**” shall mean the amount of matching contributions credited on a Member’s behalf under Section 3.01(b).
- 1.20** “**Excess Floor Contributions**” shall mean the amount of floor contributions credited on a Member’s behalf under Section 3.01(c).

- 1.21** “**Excess Core Contributions**” shall mean the amount of core contributions credited on a Member’s behalf under Section 3.01(d).
- 1.22** “**Excess Transition Credit Contributions**” shall mean the amount of transition credit contributions credited on a Member’s behalf under Section 3.01(e).
- 1.23** “**Floor Contribution Account**” shall mean the bookkeeping account (or subaccount(s)) maintained for each Member to record the amounts credited on his behalf under Section 3.01(c) and earnings on those amounts pursuant to Section 3.02.
- 1.24** “**ITT**” shall mean ITT Corporation, an Indiana corporation, or any successor by merger, purchase or otherwise.
- 1.25** “**Matching Company Contribution**” shall have the meaning set forth in the Savings Plan.
- 1.26** “**Matching Contribution Account**” shall mean the bookkeeping account (or subaccount(s)) maintained for each Member to record all amounts credited on his behalf under Section 3.01(b) and earnings on those amounts pursuant to Section 3.02.
- 1.27** “**Member**” shall mean each Eligible Employee who participates in the Plan pursuant to Article II.
- 1.28** “**Plan**” shall mean this ITT Supplemental Retirement Savings Plan.
- 1.29** “**Plan Year**” shall mean the calendar year.
- 1.30** “**Reporting Date**” shall mean each business day on which the New York Stock Exchange is open for business, or such other day as the Committee may determine.
- 1.31** “**Salary**” shall mean (i) with respect to Plan Years beginning prior to January 1, 2012, an Eligible Employee’s “Salary” as such term is defined in the Savings Plan as in effect prior to October 31, 2011 disregarding any reduction required due to the application of the Statutory Compensation Limitation and (ii) with respect to Plan Years beginning on and after January 1, 2012, an Eligible Employee’s “Salary” as such term is defined in the Savings Plan as in effect on and after October 31, 2011 disregarding any reduction required due to the application of the Statutory Compensation Limitation. Notwithstanding the foregoing, solely for purposes of calculating the Employer contribution amount pursuant to the provisions of Sections 3.01(b), (d), (e) and (f) on and after October 31, 2011 the term “Salary” shall mean “Salary” as such term is defined in the Savings Plan as in effect on and after October 31, 2011 disregarding any reduction required due to the application of the Statutory Compensation Limitation. Salary shall be determined before any reduction pursuant to an Eligible Employee’s election to make

Salary Deferrals under this Plan, but after reduction for deferrals under any other nonqualified deferred compensation program maintained by the Company.

- 1.32** “**Salary Deferrals**” shall mean the amount of Salary a Member has elected to defer for a Plan Year beginning prior to January 1, 2012 pursuant to a Salary Reduction Agreement in accordance with the provisions of Section 3.01(a).
- 1.33** “**Salary Reduction Agreement**” shall mean the completed agreement including any amendments, attachments and appendices thereto, in such form as approved by the Committee, entered into by the Member pursuant to Section 2.02 under which he elects (i) to defer a portion of his Salary under this Plan in accordance with the provisions of Section 3.01(a).
- 1.34** “**Savings**” shall have the meaning set forth in the Savings Plan.
- 1.35** “**Savings Plan**” shall mean the ITT Retirement Savings Plan, as amended from time to time.
- 1.36** “**Special DC Credit Contribution Rate**” shall mean the rate of Special DC Credit Contributions (as such term is defined under the provisions of the Savings Plan) for a particular Plan Year.
- 1.37** “**Statutory Compensation Limitation**” shall mean the limitations set forth in Section 401(a)(17) of the Code as in effect each calendar year for the Savings Plan.
- 1.38** “**Termination of Employment**” shall mean a “Separation from Service” as such term is defined in the Treasury Regs. under Section 409A of the Code, as modified by the rules described below:
- (a) An Employee who is absent from work due to military leave, sick leave, or other bona fide leave of absence pursuant to Company policies shall incur a Termination of Employment on the first date immediately following the later of (i) the six-month anniversary of the commencement of the leave (eighteen month anniversary for a disability leave of absence) or (ii) the expiration of the Employee’s right, if any, to reemployment under statute or contract or pursuant to Company policies. For this purpose, a “disability leave of absence” is an absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 6 months, where such impairment causes the employee to be unable to perform the duties of his job or a substantially similar job;



- (b) For purposes of determining whether another organization is an Associated Company of the Corporation, common ownership of at least 50% shall be determinative;
- (c) ITT specifically reserves the right to determine whether a sale or other disposition of substantial assets to an unrelated party constitutes a Termination of Employment with respect to the executive providing services to the seller immediately prior to the transaction and providing services to the buyer after the transaction. Such determination shall be made in accordance with the requirements of Section 409A of the Code.

Whether Termination of Employment has occurred shall be determined by the Committee in accordance with Section 409A of the Code, the regulations promulgated thereunder, and other applicable guidance, as modified by rules described above. The terms or phrases “terminates employment,” “termination of employment,” “employment is terminated,” or any other similar terminology shall have the same meaning as a “Termination of Employment.”

**1.39** “**Transition Credit Contribution Account**” shall mean the bookkeeping account (or subaccount(s)) maintained for each Member to record all amounts credited on his behalf under Section 3.01(e) and earnings on those amounts pursuant to Section 3.02.

## **ARTICLE II - PARTICIPATION**

### **2.01 Eligibility**

- (a) (i) An Employee shall be an Eligible Employee for any particular Plan Year if (A) the Employee is eligible to participate in the Savings Plan during that particular Plan Year and (B) the Employee’s Salary as of the last day of the immediately preceding calendar year exceeds the Statutory Compensation Limitation in effect for that particular Plan Year.

Effective as of January 1, 2012, an Employee shall be an Eligible Employee for the portion of a particular Plan Year during which (A) the Employee is eligible to participate in the Savings Plan during that particular Plan Year and (B) the Eligible Employee’s Salary in that Plan Year exceeds the Statutory Compensation Limitation in effect for that particular Plan Year.

Notwithstanding the foregoing with respect to Plan Years beginning prior to January 1, 2012, an Employee whose Salary as of the last day of the calendar year preceding a particular Plan Year does not exceed the Statutory Compensation Limitation in effect for that prior Plan Year shall be an Eligible Employee with

respect to that particular Plan Year, provided the Employee (A) was an Eligible Employee in the prior Plan Year and had salary reduction contributions credited to his or her Deferral Account in that prior Plan Year, (B) is eligible to participate in the Savings Plan during the particular Plan Year, and (C) his Salary for that particular Plan Year exceeds the Statutory Compensation Limitation in effect for that particular Plan Year.

Notwithstanding the foregoing, effective as of October 31, 2011, an Employee whose Salary as of the last day of the calendar year preceding the Plan Year beginning January 1, 2011 (the "2011 Plan Year") did not exceed the Statutory Compensation Limitation in effect for that prior Plan Year shall be an Eligible Employee solely for the purposes of applying the provisions of Sections 3.01(b), (d) and (e) hereof with respect to that portion of the 2011 Plan Year beginning on October 31, 2011 and ending on December 31, 2011, provided the Employee (A) is eligible to participate in the Savings Plan during that portion of 2011 Plan Year and (B) has Salary during that portion of the 2011 Plan Year that causes his total Salary for the 2011 Plan Year to exceed the Statutory Compensation Limitation in effect for that particular Plan Year.

- (ii) With respect to Plan Years beginning prior to January 1, 2012, in the case of an Employee who is employed or reemployed by the Company after the first day of a Plan Year and whose Salary in effect on his employment (or reemployment) date exceeds the Statutory Compensation Limitation in effect for that year, subject to the provisions of clause (iii) below, such Employee shall be an Eligible Employee with respect to that Plan Year, provided (A) such Plan Year is his initial year of eligibility in the Plan or any other similar Plan maintained by the Corporation or an Associated Company which is required to be aggregated with this Plan pursuant to the provisions of Treasury Regs. Section 1.409A-1(c)(2), (B) such Eligible Employee is eligible to participate in the Savings Plan and (C) such Eligible Employee's Salary for the portion of that Plan Year during which he is eligible to participate in the Savings Plan will exceed the Statutory Compensation Limitation.
- (iii) Notwithstanding the foregoing, with respect to Plan Years beginning prior to January 1, 2012, an Eligible Employee shall be eligible to have Salary Deferrals credited on his behalf pursuant to Section 3.01(a) with respect to a particular Plan Year if, and only if, the Eligible Employee's Savings under the Savings Plan for that Plan Year have been suspended due to the Statutory Compensation Limitations. An Eligible Employee shall be notified of his eligibility for participation in the Plan prior to the date the Eligible Employee may first

commence participation in the Plan. Effective as of January 1, 2012, Salary Deferrals are no longer permitted under the provisions of this Plan.

- (b) With respect to Plan Years beginning prior to January 1, 2012, upon reemployment by the Company, an Employee shall become an Eligible Employee again only upon completing the eligibility requirement described in Section 2.01(a) in a calendar year ending after his reemployment date. Effective on or after January 1, 2012, upon reemployment by the Company, an Employee shall become an Eligible Employee upon completing the eligibility requirements in Section 2.01(a)(i).

## **2.02 Participation and Filing Requirements**

- (a) (i) Subject to the following provisions of this Section, with respect to Plan Years beginning prior to January 1, 2012, any Eligible Employee who has met the eligibility requirements of Section 2.01(a)(i) in a Plan Year and who wishes to have Salary Deferrals credited to his Deferral Account in that Plan Year must, prior to the beginning of that Plan Year and before the close of the annual enrollment period established by the Committee, execute a Salary Reduction Agreement with respect to such Plan Year authorizing Salary Deferrals under this Plan in accordance with the provisions of Section 3.01(a). Such Eligible Employee's Salary Reduction Agreement shall become irrevocable on the date established by the Committee, but not later than the last day of the calendar year preceding the Plan Year in which such Salary is earned. Such Salary Reduction Agreement shall become effective as of the first day of the Plan Year in which the Salary is earned. An Eligible Employee may revoke or change the election on his Salary Reduction Agreement with respect to a particular Plan Year beginning prior to January 1, 2012 at any time prior to the date the Salary Reduction Agreement applicable to that Plan Year becomes irrevocable.
- (ii) Notwithstanding the foregoing, with respect to Plan Years beginning prior to January 1, 2012, any Employee who becomes an Eligible Employee with respect to his first year of employment (or reemployment) pursuant to the provisions of Section 2.01(a)(ii), and who wishes to have Salary Deferrals credited to his Deferral Account in that Plan Year must, prior to the close of the 30-day period following (i) the date of his employment or reemployment, whichever is applicable, or (ii), if later, the date he first becomes eligible to participate in the Savings Plan (or such earlier date as determined by the Committee), execute a Salary Reduction Agreement with respect to such Plan Year authorizing Salary Deferrals under this Plan in accordance with the provisions of Section 3.01(a). Such Eligible Executive's Salary Reduction Agreement shall become irrevocable

as of the close of said 30-day period. The determination of whether an Eligible Employee may file the Salary Reduction Agreement under this clause (ii) with respect to the Plan Year in which he is employed (or reemployed) shall be determined in accordance with the rules of Section 409A of the Code, including the provisions of Treasury Regs. Section 1.409A-2(a)(7). The Salary Reduction Agreement applicable to that Plan Year shall be effective only with respect to Salary earned and payable after the date of the Committee's receipt of said Salary Reduction Agreement.

- (b) The election made by an Eligible Employee pursuant to his Salary Reduction Agreement shall remain in effect for subsequent Plan Years beginning prior to January 1, 2012, provided the Member is an Eligible Employee during such subsequent Plan Year and, with respect to Salary Deferrals made pursuant to Section 3.01(a), the Eligible Employee's Savings under the Savings Plan for such Plan Year have been suspended due to the Statutory Compensation Limitations. A Salary Reduction Agreement may be modified or revoked prospectively by an Eligible Employee in accordance with the provisions of Section 2.01(a)(i) prior to the date established by the Committee, but not later than the last day of the calendar year preceding the Plan Year for which such modification or revocation is to be effective. Notwithstanding the foregoing, if a Member's Salary Reduction Agreement is cancelled in accordance with Section 2.02(c), the Member will be required to file a new Salary Reduction Agreement under this Section 2.02 in order to commence making Salary Deferrals for any subsequent Plan Year. Effective as of January 1, 2012, all Eligible Employees' Salary Reduction Agreements will be cancelled.
- (c) Notwithstanding the foregoing, if a Member receives a hardship withdrawal of elective deferrals from the Savings Plan or any other plan which is maintained by the Company or an Associated Company and which meets the requirements of Section 401(k) of the Code (or any successor thereof), the Member's Salary Reduction Agreement in effect at that time shall be cancelled. Any subsequent Salary payment which would have been deferred pursuant to that Salary Reduction Agreement, but for the application of this Section 2.02(c), shall be paid to the Member as if he had not entered into the Salary Reduction Agreement.
- (d) An Eligible Employee shall become a Member when contributions are credited on his behalf pursuant to Article 3.

### **2.03 Termination of Participation**

- (a) A Member's participation in the Plan shall terminate when the vested values of the Member's Accounts under the Plan are totally distributed to, or on behalf of, the Member.
- (b) Subject to the provisions of Sections 3.01(a) and (h), a Member shall only be eligible to have Salary Deferrals credited on his behalf in accordance with Section 3.01(a) for as long as he remains an Eligible Employee.
- (c) Upon reemployment by the Company, a former Member shall become a Member again only upon completing, subsequent to his reemployment, the eligibility and participation requirements of Sections 2.01 and 2.02, respectively.

### **ARTICLE III - EXCESS SAVINGS PLAN CONTRIBUTIONS**

#### **3.01 Amount of Contributions**

For any Plan Year, the amount of contributions credited under the Plan on behalf of a Member pursuant to this Article 3 shall be equal to the sum of the Salary Deferrals, Excess Matching Contributions, Excess Floor Contributions, Excess Core Contributions, Excess Transition Credit Contributions and Excess Discretionary Contributions determined under (a), (b), (c), (d), (e) and (f) below:

(a) Salary Deferrals

The amount of Salary Deferrals for each Plan Year beginning prior to January 1, 2012 shall be equal to the designated percentage of Salary elected by the Member in his Salary Reduction Agreement, provided that the allocation under the Plan and the reduction in the Eligible Employee's Salary corresponding to such election shall be made only with respect to Salary that is otherwise earned and payable to such Member during the Plan Year in excess of the Statutory Compensation Limitation.

Unless otherwise permitted by the Committee, the designated percentage elected by the Member in his Salary Reduction Agreement for a Plan Year must be a uniform percentage, equal to either zero (0%) percent or six (6%) percent, of his Salary. The total Salary Deferral amount elected for a Plan Year shall reduce the Member's Salary earned and otherwise payable in that Plan Year, and shall not be applied against any amount deferred under any other nonqualified plan maintained by the Company.

Notwithstanding any Plan provision to the contrary, effective with respect to Plan Years beginning on and after January 1, 2012, Salary Deferrals are no longer

permitted under the provisions of the Plan and a Member shall not be eligible to defer any Salary earned on and after January 1, 2012.

(b) Excess Matching Contributions

The amount of Excess Matching Contributions for (i) each Plan Year commencing prior to January 1, 2011 and (ii) the portion of the Plan Year beginning January 1, 2011 and ending on October 30, 2011 shall be equal to fifty (50%) percent of the Salary Deferrals by the Member for such Plan Year (or portion thereof), and shall be credited to the Member's Matching Contribution Account at the same time as the Salary Deferrals to which they relate.

Notwithstanding the forgoing, effective as of October 31, 2011, the Excess Matching Contributions credited to a Member's Company Contribution Account for the portion of the 2011 Plan Year beginning on October 31, 2011 and ending on December 31, 2011 shall be equal to three percent (3%) of an Eligible Employee's Salary paid during that portion of the Plan Year which causes his Salary under the terms of the Savings Plan for the total 2011 Plan Year to exceed the Statutory Compensation Limitation for that Plan Year.

With respect to Plan Years commencing on and after January 1, 2012, the amount of Excess Matching Contributions credited to a Member's Matching Contribution Account for each particular Plan Year shall be equal to three percent (3%) of the portion of an Eligible Employee's Salary in that particular Plan Year that exceeds the Statutory Compensation Limitation for that Plan Year.

Notwithstanding the foregoing, effective as of May 2, 2020, Excess Matching Contributions shall not be credited under the Plan with respect to a Member's Salary paid on and after May 2, 2020 and prior to January 1, 2021.

(c) Excess Floor Contributions

With respect to each Plan Year commencing prior to January 1, 2012 in which Salary Deferrals are made on a Member's behalf pursuant to paragraph (a) above, Excess Floor Contributions shall be credited on behalf of the Member equal to the result of (i) minus (ii) as follows:

- (i) an amount equal to one half of one percent of the Member's Salary for the Plan Year, minus
- (ii) the amount of Floor Company Contribution (as that term is defined under the Savings Plan) made by the Company on behalf of the Member under the Savings

Plan for such Plan Year and allocated to the Member's account under the Savings Plan in such Plan Year.

Notwithstanding the foregoing, effective as of October 31, 2011, Excess Floor Contributions shall not be made to the Plan with respect to a Member's Salary paid on and after October 31, 2011.

(d) Excess Core Contributions

With respect to Plan Years commencing on and after January 1, 2012, the amount of Excess Core Contributions credited to a Member's Core Contribution Account for each particular Plan shall be equal to Company Core Contribution Rate applicable to the Eligible Employee for that particular Plan Year applied to the portion of such Eligible Employee's Salary in that particular Plan Year that exceeds the Statutory Compensation Limitation for that Plan Year.

Notwithstanding the foregoing, effective as of October 31, 2011, the Excess Core Contributions for the portion of the 2011 Plan Year beginning on October 31, 2011 and ending on December 31, 2011 shall be equal to the Company Core Contribution Rate applicable to the Eligible Employee's Salary for that portion of the 2011 Plan Year which causes his Salary for the total 2011 Plan Year to exceed the Statutory Compensation Limitation for that Plan Year.

Notwithstanding the foregoing, effective as of May 2, 2020, Excess Core Contributions shall not be credited under the Plan with respect to a Member's Salary paid on and after May 2, 2020 and prior to January 1, 2021.

(e) Excess Transition Credit Contributions

With respect to Plan Years commencing on and after January 1, 2012, the amount of Excess Transition Credit Contributions credited to a Member's Company Transition Credit Contribution Account for each particular Plan Year shall be equal to Company Transition Credit Contribution Rate applicable to the Eligible Employee for that particular Plan Year applied to the portion of an Eligible Employee's Salary in that particular Plan Year that exceeds the Statutory Compensation Limitation for that Plan Year.

Notwithstanding the foregoing, effective as of October 31, 2011, the Excess Transition Credit Contributions for the portion of the 2011 Plan Year beginning on October 31, 2011 and ending on December 31, 2011 shall be equal to the Company Transition Credit Contribution Rate applicable to the Eligible Employee's Salary for that portion of the Plan Year which causes his Salary for

the total 2011 Plan Year to exceed the Statutory Compensation Limitation for that Plan Year.

Notwithstanding the forgoing, there shall be credited to a Member's Transition Credit Contribution Account an amount equal to the Special DC Credit Contribution Rate, if any, applicable to the Eligible Employee for a particular Plan Year, applied to the portion of such Eligible Employee's Salary in that particular Plan Year that exceeds the Statutory Compensation Limitation for that Plan Year.

(f) **Excess Discretionary Contributions**

With respect to a Member who is eligible for a Discretionary Contribution (as defined in the Savings Plan) under the Savings Plan, with respect to the Plan Year beginning on January 1, 2020, Excess Discretionary Contributions shall be credited to such Member's Core Contribution Account in an amount equal to 2.5% applied to the portion of such Eligible Employee's Salary in such Plan Year for the period May 2, 2020 to December 31, 2020 that exceeds the Statutory Compensation Limitation for such portion of that Plan Year.

(g) The contributions credited on a Member's behalf pursuant to paragraphs (a), (b), (c), (d), (e) and (f) above shall be credited to a Member's Accounts at the same time as they would have been credited to his accounts under the Savings Plan if not for the application of the Statutory Compensation Limitations.

(h) Notwithstanding any provisions of the Plan to the contrary, if a Member ceases to be an Eligible Employee after the date a Salary Reduction Agreement for a Plan Year commencing prior to January 1, 2012 becomes effective but continues to be employed by the Company or an Associated Company, he shall continue to be a Member and his Salary Reduction Agreement for such Plan Year shall remain in effect for the remainder of such Plan Year, and if he is eligible to participate in the Savings Plan for the remainder of such Plan Year, Excess Floor and Excess Matching Contributions, if applicable, shall be made for that Plan Year. However, such Member shall not be eligible to defer any Salary earned in a subsequent year beginning prior to January 1, 2012 until such time as he once again becomes an Eligible Employee.

**3.02 Investment of Accounts**

A Member shall have no choice or election with respect to the investments of his Accounts. As of each Reporting Date, there shall be credited or debited an amount of earnings or losses on the balance of the Member's Accounts as of such Reporting Date



which would have been credited had the Member's Accounts been invested in the Stable Value Fund maintained under the Savings Plan or such other fund as determined by the "PFTIC", as such term is defined in the Savings Plan.

### **3.03 Vesting of Accounts**

- (a) The Member shall be fully vested in the Salary Deferrals, Excess Floor Contributions, Excess Core Contributions, Excess Transition Credit Contributions and Excess Discretionary Contributions (and earnings thereon) made on his behalf under Section 3.01(a), (c), (d), (e) and (f) respectively. The Member shall vest in the Excess Matching Contributions made on his behalf under Section 3.01(b) (and earnings thereon) at the same rate and under the same conditions at which such contributions would have vested under the Savings Plan had they been contributed thereunder. Effective as of October 31, 2011, a Member who is employed by the Company on or after October 31, 2011 shall be fully vested in his Excess Matching Contributions.

In the event a Member incurs a Termination of Employment prior to vesting in all or any part of the Excess Matching Contributions credited on his behalf, such unvested contributions and earnings thereon shall be forfeited and shall not be restored in the event the Member is subsequently reemployed by the Company or an Associated Company.

- (b) Notwithstanding any provision of this Plan to the contrary, in the event of an Acceleration Event, each Member who is employed by the Company or an Associated Company as of the consummation of the Acceleration Event shall become fully vested in the Excess Matching Contributions made on his behalf under Section 3.01(b) (and earnings thereon).

### **3.04 Individual Accounts**

- (a) The Committee shall maintain, or cause to be maintained, on the books of the Corporation records showing the individual balances of each Member's Accounts (or subaccounts). At least once a year, each Member shall be furnished with a statement setting forth the value of his Accounts.
- (b) Accounts established under this Plan shall be hypothetical in nature and shall be maintained for bookkeeping purposes only so that hypothetical earnings or losses on the amounts credited on a Member's behalf under this Plan can be credited or debited, as the case may be.

### **3.05 Valuation of Accounts**

- (a) The Committee shall value or cause to be valued each Member's Accounts at least quarterly. On each Reporting Date there shall be allocated to the Accounts of each Member the appropriate amount determined in accordance with Section 3.02.
- (b) Whenever an event requires a determination of the value of a Member's Accounts, the value shall be computed as of the Reporting Date immediately preceding the date of the event, except as otherwise specified in this Plan.

#### **ARTICLE IV - PAYMENT OF CONTRIBUTIONS**

##### **4.01 Commencement of Payment**

- (a) Except as otherwise provided below, a Member shall be entitled to receive payment of his Deferral Account, his Floor Contribution Account, his Core Contribution Account and his Transition Credit Contribution Account and the vested portion of his Matching Contribution Account (as determined under Section 3.03) upon his Termination of Employment with the Company and all Associated Companies for any reason, other than death. The distribution of such Accounts shall be made in the seventh month following the date the Member's Termination of Employment occurs.
- (b) In the event of the death of a Member prior to the full payment of his Accounts, the unpaid portion of his Accounts shall be paid to his Beneficiary in the month following the month in which the Member's date of death occurs.

##### **4.02 Method of Payment**

With respect to a Member who incurs a Termination of Employment on or after January 1, 2008, payment of such Member's Deferral Account, his Floor Contribution Account, his Core Contribution Account and his Transition Credit Contribution Account and the vested portion of his Matching Contribution Account shall be made in a single lump sum payment.

##### **4.03 Payment upon the Occurrence of a Change in Control**

Upon the occurrence of a Change in Control, all Members shall automatically receive the balance of their Deferral Account, Floor Contribution Account, Core Contribution Account and Transition Credit Contribution Account and the vested portion of their Matching Contribution Account in a single lump sum payment. Such lump sum payment shall be made within 90 days of the date the Change in Control occurs. If the Member dies after such Change in Control, but before receiving such payment, it shall be made to his Beneficiary.

## ARTICLE V - GENERAL PROVISIONS

### **5.01 Funding**

All amounts payable in accordance with this Plan shall constitute a general unsecured obligation of the Corporation. Such amounts, as well as any administrative costs relating to the Plan, shall be paid out of the general assets of the Corporation.

### **5.02 No Contract of Employment**

The Plan is not a contract of employment and the terms of employment of any Member shall not be affected in any way by this Plan or related instruments, except as specifically provided therein. The establishment of the Plan shall not be construed as conferring any legal rights upon any person for a continuation of employment, nor shall it interfere with the rights of the Company or an Associated Company to discharge any person and to treat him without regard to the effect which such treatment might have upon him under this Plan. Each Member and all persons who may have or claim any right by reason of his participation shall be bound by the terms of this Plan and all agreements entered into pursuant thereto.

### **5.03 Unsecured Interest**

Neither the Corporation, the Company, their respective boards of directors nor the Committee in any way guarantees the performance of the investment fund designated under Section 3.02. No special or separate fund shall be established, and no segregation of assets shall be made, to assure the payments thereunder. No Member hereunder shall have any right, title, or interest whatsoever in any specific assets of the Corporation or ITT. Nothing contained in this Plan and no action taken pursuant to its provisions shall create or be construed to create a trust of any kind or a fiduciary relationship between the Corporation and a Member or any other person. To the extent that any person acquires a right to receive payments under this Plan, such right shall be no greater than the right of any unsecured creditor of the Corporation.

### **5.04 Facility of Payment**

In the event that the Committee shall find that a Member or Beneficiary is unable to care for his affairs because of illness or accident or has died, or if a Beneficiary is a minor, the Committee may direct that any benefit payment due him, unless claim shall have been made therefore by a duly appointed legal representative, be paid on his behalf to his spouse, a child, a parent or other blood relative, or to a person with whom he resides, and any such payment so made shall thereby be a complete discharge of the liabilities of the Corporation and the Plan for that payment.

### **5.05 Withholding Taxes**

The Company or an Associated Company shall have the right to deduct from each payment to be made under the Plan any required withholding taxes.

### **5.06 Nonalienation**

Subject to any applicable law, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void, nor shall any such benefit be in any manner liable for or subject to garnishment, attachment, execution or levy, or liable for or subject to the debts, contracts, liabilities, engagements or torts of a person entitled to such benefits.

### **5.07 Transfers**

- (a) In the event ITT (i) sells, causes the sale of, or sold the stock or assets of any employing company in the controlled group of ITT to a third party or (ii) distributes or distributed to the holders of shares of the ITT's common stock all of the outstanding shares of common stock of a subsidiary or subsidiaries of ITT, and, as a result of such sale or distribution, such company or its employees are no longer eligible to participate hereunder, the liabilities with respect to the benefits accrued under this Plan for a Member who, as a result of such sale or distribution, is no longer eligible to participate in this Plan, shall, at the discretion and direction of ITT (and approval by the new employer), be transferred to a similar plan of such new employer and become a liability thereunder. Upon such transfer (and acceptance thereof) the liabilities for such transferred benefits shall become the obligation of the new employer and the liability under this Plan for such benefits shall cease.
- (b) Notwithstanding any Plan provision to the contrary, at the discretion and direction of ITT, liabilities with respect to benefits accrued by a Member under a plan maintained by such Member's former employer may be transferred to this Plan and upon such transfer become the obligation of the Corporation.

### **5.08 Claims Procedure**

#### *(a) Submission of Claims*

Claims for benefits under the Plan shall be submitted in writing to the Committee or to an individual designated by the Committee for this purpose.

#### *(b) Denial of Claim*

If any claim for benefits is wholly or partially denied, the claimant shall be given written notice within 90 days following the date on which the claim is filed, unless special circumstances require an extension of time for processing the claim. If it is determined that an extension of time is required, written notice of the extension shall be furnished prior to the termination of the initial 90-day period. The extension shall not exceed ninety (90) days from the end of the initial period and the extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the decision.

The written notice of a denial of a claim shall set forth the following:

- (i) the specific reason or reasons for the denial;
- (ii) specific reference to pertinent Plan provisions on which the denial is based;
- (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the Plan's claim review procedure, including information as to the steps to be taken if the claimant wishes to submit the claim for review and the time limits for requesting a review, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse determination on appeal.

If the claim has not been granted and written notice of the denial of the claim, or that an extension has been granted, is not furnished within 90 days following the date on which the claim is filed, the claim shall be deemed denied for the purpose of proceeding to the claim review procedure.

(c) *Claim Review Procedure*

The claimant or his authorized representative shall have 60 days after receipt of written notification of denial of a claim to request a review of the denial by making written request to the Committee. During such sixty (60) day period, the claimant or his authorized representative may:

- (i) Submit written comments, documents, records, and other information relating to the claim; and
- (ii) Examine the Plan and obtain, upon request and without charge, copies of all documents, records, and other information relevant to the claim.

Not later than 60 days after receipt of the request for review, the Committee (or the committee designated by the Company to hear such appeals, the "Appeals Committee") shall render and furnish to the claimant a written decision, unless special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time is required, written notice of the extension shall be furnished prior to the termination of the initial 60-day period. The extension shall not exceed sixty (60) days from the end of the initial period and the extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Appeals Committee expects to render the decision. The Appeals Committee review shall take into account all comments, documents, records, and other information submitted by the claimant or his authorized representative relating to the claim, without regard to whether such information was submitted or considered by the Committee in the initial benefit determination.

The written notice of a denial of an appeal shall set forth the following:

- (i) The specific reason or reasons for the denial;
- (ii) Specific reference to pertinent Plan provisions on which the denial is based;
- (iii) The claimant's right to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and
- (iv) A statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

Such decision by the Appeals Committee shall not be subject to further review. If a decision on review is not furnished to a claimant within the specified time period, the claim shall be deemed to have been denied on review.

(d) Disability Claims

If a claim for disability benefits is made under the Plan, the Committee and the Appeals Committee shall follow the procedures for disability claims under Section 503 of ERISA and regulations promulgated thereunder.

(e) Exhaustion of Remedy

No claimant shall institute any action or proceeding in any state or federal court of law or equity or before any administrative tribunal or arbitrator for a claim for benefits under the Plan until the claimant has first exhausted the procedures set forth in this section.

## **5.09 Compliance**

The Plan is intended to comply with the requirements of Section 409A of the Code and the provisions hereof shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code and the regulations thereunder, and the Plan shall be operated accordingly. If any provision of the Plan would otherwise frustrate or conflict with this intent, the provision will be interpreted and deemed amended so as to avoid this conflict. The Plan has been administered in good faith compliance with Section 409A of the Code and the guidance issued thereunder from January 1, 2005 through December 31, 2008.

## **5.10 Acceleration of or Delay in Payments**

The Committee, in its sole and absolute discretion, may elect to accelerate the time or form of payment of a benefit owed to the Member hereunder, provided such acceleration is permitted under Treas. Regs. Section 1.409A-3(j)(4). The Committee may also, in its sole and absolute discretion, delay the time for payment of a benefit owed to the Member hereunder, to the extent permitted under Treas. Regs. Section 1.409A-2(b)(7).

## **5.11 Construction**

- (a) The Plan is intended to constitute an unfunded deferred compensation arrangement maintained for a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA, and all rights under this Plan shall be governed by ERISA. Subject to the preceding sentence, the Plan shall be construed, regulated and administered in accordance with the laws of the State of New York, to the extent such laws are not superseded by applicable federal laws.
- (b) The masculine pronoun shall mean the feminine wherever appropriate.
- (c) The illegality of any particular provision of this document shall not affect the other provisions and the document shall be construed in all respects as if such invalid provision were omitted.
- (d) The headings and subheadings in the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions thereof.

## **ARTICLE VI - AMENDMENT OR TERMINATION**

### **6.01 Right to Terminate**

Notwithstanding any Plan provision to the contrary, the Corporation or ITT may, by action of its respective board of directors, terminate the Plan and the related Salary

Reduction Agreements at any time. To the extent consistent with the rules relating to plan terminations and liquidation in Treasury Regulations Section 1.409A-3(j)(4)(ix) or otherwise consistent with Section 409A of the Code, the Corporation or ITT may provide that each Member or Beneficiary shall receive a single sum payment in cash equal to the balance of the Member's Accounts. The single sum payment shall be made within 90 days following the date the Plan is terminated and shall be in lieu of any other benefit which may be payable to the Member or Beneficiary under the Plan. Unless so distributed, in the event of a Plan termination, the Corporation shall continue to maintain the Deferral Account, the Floor Contribution Account, the Matching Contribution Account, the Core Contribution Account and the Transition Credit Contribution Account until distributed pursuant to the terms of the Plan.

## **6.02 Right to Amend**

The Board of Directors, the Compensation and Personnel Committee of the Board of Directors, or the Board of Directors of the Corporation or their respective delegates may amend or modify the Plan and the related Salary Reduction Agreements in any way either retroactively or prospectively. However, no amendment or modification shall reduce or diminish a Member or Beneficiary's right to receive any benefit accrued hereunder prior to the date of such amendment or modification without such Member or Beneficiary's prior written consent, and after the occurrence of an Acceleration Event, no modification or amendment shall be made to Sections 3.03(b) and 4.03.

## **ARTICLE VII - ADMINISTRATION**

### **7.01 Administration**

- (a) The Committee shall have the exclusive responsibility and complete discretionary authority to control the operation, management and administration of the Plan, with all powers necessary to enable it properly to carry out such responsibilities, including, but not limited to, the power to interpret the Plan and any related documents, to establish procedures for making any elections called for under the Plan, to make factual determinations regarding any and all matters arising hereunder, including, but not limited to, the right to determine eligibility for benefits, the right to construe the terms of the Plan, the right to remedy possible ambiguities, inequities, inconsistencies or omissions, and the right to resolve all interpretive, equitable or other questions arising under the Plan. The decisions of the Committee on all matters shall be final, binding and conclusive on all persons to the extent permitted by law.
- (b) To the extent permitted by law, all agents and representatives of the Committee shall be indemnified by the Corporation and held harmless against any claims and



the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan, except claims arising from gross negligence, willful neglect or willful misconduct.

## SUBSIDIARIES OF THE REGISTRANT

Set forth below are the names of subsidiaries, divisions and related organizations of ITT Inc., the respective jurisdiction in which each was organized (in the case of subsidiaries), and the name under which each does business (if other than the name of the entity itself).

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
AcousticFab, LLC	Delaware	
AIMCO Industries LLC	New York	
Axtone Bahntechink GmbH	Germany	
Axtone GmbH	Germany	
Axtone HSW sp. z.o.o.	Poland	
Axtone S.A.	Poland	
Axtone s.r.o.	Czech Republic	
Bolton Insurance Co.	New York	
Bolton International RE S.C.A.	Luxembourg	
Bolton International S.C.A.	Luxembourg	
Bombas Goulds de Mexico S. de R.L. de C.V.	Mexico	Goulds Pumps
Bombas Goulds de Venezuela C.A.	Venezuela	Goulds Pumps
Bombas Goulds S.A.	Argentina	Goulds Pumps
Bornemann Inc. (Canada)	Canada	
Bornemann S.A. DE C.V.	Mexico	
C&I QSF LLC	Delaware	
Carbon Industries, Inc.	West Virginia	
Computer & Equipment Leasing Corporation	Wisconsin	
Distribuidora Arbos, C.A.	Venezuela	Goulds Pumps
DITTHA GmbH	Germany	
Electrofilm Manufacturing Company LLC	California	
Enidine Kabashiki Gaisha (Enidine Company Limited (Japan))	Japan	Enidine
EnviroTech LLC	Delaware	
EP Industries Europe B.V.	Netherlands	
Equipos Hidraulicos S.A.	Venezuela	
European Pump Services B.V.	Netherlands	
Goulds Mexico Holdings LLC	Delaware	
Goulds Pumps (IPG) LLC	Delaware	Goulds Pumps
Goulds Pumps (N.Y.), Inc.	New York	Goulds Pumps
Goulds Pumps (NY), Inc. (PERU BRANCH)	Peru	Goulds Pumps
Goulds Pumps (NY), Inc., (TAIWAN BRANCH)	Taiwan	
Goulds Pumps (PA) LLC	Delaware	Goulds Pumps
Goulds Pumps Administration, Inc.	New York	
Goulds Pumps Canada Inc.	Canada	Goulds Pumps
Goulds Pumps Co. Ltd.	Republic of Korea	Goulds Pumps
Goulds Pumps LLC	Delaware	
Goulds QSF LLC	Delaware	
Industrial Tube Company LLC	California	
Industries QSF LLC	Delaware	

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
InTelCo Management LLC	Delaware	
InTelCo Properties LLC	Delaware	
International Motion Control Inc.	Delaware	
International Standard Electric Corporation	Delaware	
International Telephone & Telegraph Corp.	Delaware	
ITT (China) Investment Co. Ltd.	China	
ITT (China) Investment Co. Ltd. (SHANGHAI BRANCH)	China	
ITT (Shanghai) Fluid Technology Co., Ltd.	China	
ITT Aerospace Controls LLC	Delaware	
ITT Australia Holdings Pty Ltd	Australia	
ITT Automotive Enterprises, Inc.	Delaware	
ITT Blakers PTY Ltd	Australia	Blakers
ITT Blakers Unit Trust	Australia	Blakers
ITT Bombas Goulds do Brasil Ltda.	Brazil	Goulds Pumps
ITT Bornemann GmbH	Germany	Bornemann
ITT Bornemann-Goulds Pumps S.R.L.	Argentina	
ITT Cannon (Hong Kong) LTD	Hong Kong	Cannon
ITT Cannon (Hong Kong) LTD (TAIWAN BRANCH)	Taiwan	
ITT Cannon de Mexico, S.A. de C.V.	Mexico	Cannon
ITT Cannon Electronics (Shenzhen) Co. Ltd	China	Cannon
ITT Cannon GmbH	Germany	Cannon
ITT Cannon GmbH (DENMARK BRANCH)	Denmark	
ITT Cannon Korea Ltd.	Korea	Cannon
ITT Cannon LLC	Delaware	Cannon
ITT Cannon LLC (DUBAI BRANCH)	United Arab Emirates	
ITT Cannon Mexico, Inc.	Delaware	Cannon
ITT Cannon Veam Italia s.r.l.	Italy	Cannon
ITT Cannon, Ltd.	Japan	
ITT Community Development Corporation	Delaware	
ITT Corporation India PVT. Ltd.	India	Goulds Pumps
ITT C'treat LLC	Delaware	C'treat Offshore
ITT Egypt LLC	Egypt	
ITT Engineered Valves, LLC	Delaware	
ITT Enidine GmbH	Germany	
ITT Enidine Inc.	Delaware	Enidine
ITT Finance Hong Kong Ltd.	Hong Kong	
ITT Fluid Technology Asia Pte Ltd.	Singapore	
ITT Fluid Technology International (Thailand) LTD.	Thailand	Goulds Pumps
ITT Fluid Technology International, Inc.	Delaware	Goulds Pumps
ITT Fluid Technology International, Inc. (DUBAI BRANCH)	United Arab Emirates	
ITT Fluid Technology International, Inc. (RUSSIAN BRANCH)	Russia	
ITT Fluid Technology S.A.	Chile	Goulds Pumps
ITT Germany Holdings GmbH	Germany	
ITT Goulds Pumps Colombia S.A.S.	Colombia	Goulds Pumps
ITT Goulds Pumps, Inc.	Delaware	Goulds Pumps

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
ITT Goulds Pumps Inc. (GREECE BRANCH)	Greece	Goulds Pumps
ITT High Precision Manufactured Products (Wuxi) Co., Ltd.	China	
ITT Holding LLC	Delaware	
ITT Holdings Czech Republic s.r.o.	Czech Republic	
ITT Industries France S.A.S.	France	
ITT Industries Global S.a.r.l.	Luxembourg	
ITT Industries Holdings Limited	United Kingdom	
ITT Industries Holdings, Inc.	Delaware	
ITT Industries Limited	United Kingdom	
ITT Industries Luxembourg S.a r.l.	Luxembourg	
ITT Industries Rus LLC	Russia	
ITT Industries Spain SL	Spain	
ITT International Holdings, Inc.	Delaware	
ITT International Luxembourg S.a r.l.	Luxembourg	
ITT Investments Luxembourg S.a.r.l.	Luxembourg	
ITT Iran S.K.	Iran	
ITT Italia s.r.l.	Italy	
ITT Italy Holding Srl	Italy	
ITT Japan B.V.	Netherlands	
ITT Korea Holding B.V.	Netherlands	
ITT LLC	Indiana	
ITT Luxembourg Europe Sarl	Luxembourg	
ITT Luxembourg Worldwide Sarl	Luxembourg	
ITT Manufacturing Enterprises LLC	Delaware	
ITT Motion Technologies America, LLC	Delaware	KONI
ITT Motion Technologies GmbH	Germany	
ITT Motion Technologies LLC	Delaware	
ITT Motion Technologies Luxembourg S.a.r.l.	Luxembourg	
ITT Motion Technologies Mexico, S. de R.L. de C.V	Mexico	
ITT Netherlands B.V.	Netherlands	
ITT Netherlands Europe B.V.	Netherlands	
ITT Netherlands Worldwide B.V.	Netherlands	
ITT Rheinhütte Pumps, LLC	Virginia	
ITT Rheinhütte Benelux B.V.	Netherlands	
ITT Rheinhütte Pumpen Austria GmbH	Austria	
ITT Rheinhütte Pumpen do Brasil Industria de Bombas Ltda.	Salto	
ITT Rheinhütte Pumpen Co., Ltd.	Shanghai	
ITT Rheinhütte Pumpen GmbH	Germany	
ITT Saudi Co.	Saudi Arabia	
ITT Technical Services S.K.	Iran	
ITT Torque Systems, Inc.	Ohio	
ITT Water & Wastewater U.S.A., Inc.	Delaware	
ITT Water Technology (TX) LLC	Delaware	
Kentucky Carbon Corporation	West Virginia	
Koni BV	Netherlands	KONI

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
Koni France SAS	France	KONI
Koni NA LLC	Delaware	KONI
Leland Properties, Inc.	Delaware	
LLMZ Kamax	Russia	
Matrix Composites, Inc.	Florida	
PT ITT Fluid Technology Indonesia	Indonesia	
Qingdao Kamax Buffer Equipment Company Ltd.	China	
Rheinhutte Pumps Nordic Filial	Sweden	
Rule Industries LLC	Massachusetts	
Shanghai Goulds Pumps Co. Ltd.	China	
Standard Electric	Algeria	
Standard Technik Services	Turkey	
TDS Corporate Services LLC	Delaware	
Venus Holdco LLC	Delaware	
WAM China Ltd.	Hong Kong	
WC Wolverine Holdings, Inc.	Delaware	
Wolverine Advanced Materials (Shanghai) Co., Ltd.	China	
Wolverine Advanced Materials Asia Limited	Hong Kong	
Wolverine Advanced Materials GmbH	Germany	
Wolverine Advanced Materials LLC (INDIA BRANCH)	India	
Wolverine Advanced Materials, LLC	Delaware	
Wolverine Automotive Holdings, Inc.	Delaware	
Wolverine Brasil Representacao Ltda.	Brazil	
Wolverine Japan KK	Japan	
Wolverine Press (Changshu) Co. Ltd.	China	
Wolverine/Tekno Laminates and Composites Ltda.	Brazil	

\* Dormant subsidiaries

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-227394 on Form S-3 and Registration Statement Nos. 333-177604, 333-150934, and 333-105203 on Form S-8 of our reports dated February 19, 2021 relating to the consolidated financial statements of ITT Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K of ITT Inc. for the year ended December 31, 2020.

/s/ Deloitte & Touche LLP  
Stamford, Connecticut

February 19, 2021

**CERTIFICATION OF LUCA SAVI PURSUANT TO SEC. 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Luca Savi, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2020 of ITT Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ LUCA SAVI

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Luca Savi  
Chief Executive Officer and President

Date: February 19, 2021

**CERTIFICATION OF EMMANUEL CAPRAIS PURSUANT TO SEC. 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Emmanuel Caprais, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2020 of ITT Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Emmanuel Caprais

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Emmanuel Caprais  
Senior Vice President and  
Chief Financial Officer

Date: February 19, 2021



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

In connection with the Annual Report of ITT Inc. (the "Company") on Form 10-K for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Luca Savi, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ LUCA SAVI

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Luca Savi

Chief Executive Officer and President

February 19, 2021

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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

In connection with the Annual Report of ITT Inc. (the Company) on Form 10-K for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Emmanuel Caprais, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ EMMANUEL CAPRAIS

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Emmanuel Caprais  
Senior Vice President and  
Chief Financial Officer

February 19, 2021

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.