

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549
FORM 10-K

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

For the fiscal year ended December 31, 2025

or

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

For the transition period from _____ to _____

Commission file number: 1-5794

Masco Corporation

(Exact name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

38-1794485

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

17450 College Parkway, Livonia, Michigan

(Address of Principal Executive Offices)

48152

(Zip Code)

Registrant's telephone number, including area code: **(313) 274-7400**

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange On Which Registered
Common Stock, \$1.00 par value	MAS	New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act: None

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

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

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

The aggregate market value of the Registrant's Common Stock held by non-affiliates of the Registrant on June 30, 2025 (based on the closing sale price of \$64.36 of the Registrant's Common Stock, as reported by the New York Stock Exchange on such date) was approximately \$13,438,348,177.

Number of shares outstanding of the Registrant's Common Stock at January 31, 2026:

203,607,085 shares of Common Stock, par value \$1.00 per share

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive Proxy Statement to be filed for its 2026 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K.

Masco Corporation
2025 Annual Report on Form 10-K

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Cautionary Statement Concerning Forward-Looking Statements

This Report contains statements that reflect our views about our future performance and constitute "forward-looking statements" under the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as "outlook," "believe," "anticipate," "appear," "may," "will," "should," "intend," "plan," "estimate," "expect," "assume," "seek," "forecast," and similar references to future periods. Our views about future performance involve risks and uncertainties that are difficult to predict and, accordingly, our actual results may differ materially from the results discussed in our forward-looking statements. We caution you against relying on any of these forward-looking statements.

Our future performance may be affected by the levels of residential repair and remodel activity, and to a lesser extent, new home construction, our ability to maintain our strong brands, to develop innovative products and respond to changing consumer purchasing practices and preferences, our ability to maintain our public image and reputation, our ability to maintain our competitive position in our industries, our reliance on key customers, the cost and availability of materials, our dependence on suppliers and service providers, extreme weather events and changes in climate, risks associated with our international operations and global strategies, the impact on demand, pricing and product costs resulting from tariffs, our ability to achieve the anticipated benefits of our strategic initiatives, our ability to successfully execute our acquisition strategy and integrate businesses that we have acquired and may in the future acquire, our ability to attract, develop and retain a talented workforce, risks associated with cybersecurity vulnerabilities, threats and attacks and risks associated with our reliance on information systems and technology.

These and other factors are discussed in detail in Item 1A. "Risk Factors" of this Report. Any forward-looking statement made by us speaks only as of the date on which it was made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. Unless required by law, we undertake no obligation to update publicly any forward-looking statements as a result of new information, future events or otherwise.

PART I

Item 1. Business.

Masco Corporation and its subsidiaries (the "Company") is a global leader in the design, manufacture and distribution of branded home improvement and building products. Our portfolio of industry-leading brands includes BEHR® paint; DELTA® and HANSGROHE® faucets, bath and shower fixtures; LIBERTY® branded decorative and functional hardware; and HOT SPRING® spas. We leverage our powerful brands across product categories, sales channels and geographies to create value for our customers and shareholders.

We believe that our solid results of operations and financial position for 2025 resulted from our continued focus on our strategy to drive the full potential of our core businesses, leverage opportunities across our enterprise, and actively manage our portfolio.

In 2025, we continued to return value to our shareholders by repurchasing approximately 8.5 million shares of our common stock and increasing our quarterly dividend by approximately seven percent compared to 2024.

Our Business Segments

We report our financial results in two segments, our Plumbing Products segment and our Decorative Architectural Products segment, which are aggregated by product similarity. Our Decorative Architectural Products segment is impacted by seasonality and normally experiences stronger sales during the second and third calendar quarters, corresponding with the peak season for repair and remodel activity.

Plumbing Products

The businesses in our Plumbing Products segment sell a wide variety of products that are manufactured or sourced by us.

- Our plumbing products include faucets, showerheads, handheld showers, valves, bath hardware and accessories, bathing units, shower bases and enclosures, shower drains, steam shower systems, water filtration systems, sinks and kitchen accessories. We primarily sell these products to home center retailers, online retailers, mass merchandisers, wholesalers and distributors that, in turn, sell them to plumbers, building contractors, remodelers, smaller retailers, consumers and homebuilders. The majority of our faucet, bathing and showering products are sold primarily in North America, Europe and China under the brand names DELTA[®], BRIZO[®], PEERLESS[®], HANSGROHE[®], AXOR[®], KRAUS[®], NEWPORT BRASS[®] and WALTEC[®]. Our BRISTAN[™] and HERITAGE[™] products are sold primarily in the United Kingdom.
- We manufacture acrylic tubs, bath and shower enclosure units, and shower bases and trays. Our DELTA and MIROLIN[®] products are sold primarily to home center retailers in North America. Our MIROLIN products are also sold to wholesalers and distributors in Canada.
- Our spas, exercise pools, aquatic fitness systems and saunas are manufactured and sold under our HOT SPRING[®], CALDERA[®], FREEFLOW SPAS[®], FANTASY SPAS[®], AQUATERRA[®], LIFESMART[®], ENDLESS POOLS[®], TYLÖ[®], FINNLEO[®] and HELO[®] brands, as well as under other trademarks. Our spas, exercise pools and saunas are sold worldwide to independent specialty retailers and distributors and our spas and saunas are also sold to online mass merchandisers. Certain exercise pools are also available on a consumer-direct basis in North America and Europe, while our aquatic fitness systems are sold through independent specialty retailers as well as on a consumer-direct basis in some areas.
- Included in our Plumbing Products segment are brass, copper and composite plumbing system components and other non-decorative plumbing products that are sold to plumbing, heating and hardware wholesalers, home center and online retailers, hardware stores, building supply outlets and other mass merchandisers. These products are marketed primarily in North America under our BRASSCRAFT[®], PLUMBSHOP[®] and MASTER PLUMBER[®] brands and are also sold under private label.
- Within our Plumbing Products segment we develop connected water products that enhance the experience with water in homes and businesses. These systems include touchless activation, voice activation, controlled volume dispensing and provide for monitoring and controlling the temperature and flow of water and are compatible with a range of faucets, showerheads and other showering components.
- We also perform electron beam irradiation services and supply high-quality, custom thermoplastic solutions, extruded plastic profiles, specialized fabrications and PEX tubing to manufacturers, distributors and wholesalers for use in diverse applications that include faucets and plumbing supplies, appliances and building products.

We believe that our plumbing products are among the leaders in sales in North America and Europe. Competitors of the majority of our products in this segment include Dornbracht GmbH & Co. KG, Fortune Brands Innovations, Inc.'s Moen, Rohl and Riobel brands, Kohler Co., Lixil Group Corporation's American Standard and Grohe brands, Spectrum Brands Holdings, Inc.'s Pfister faucets, Villeroy & Boch's Ideal Standard brand, Zurn Elkay Water Solutions Corporation, as well as private label and digitally native brands. Competitors of our spas, exercise pools, aquatic fitness systems and saunas include Artesian Spas, Harvia, Jacuzzi and Master Spas brands, among others. Foreign manufacturers competing with us are located primarily in Europe, China and Canada. Additionally, we face significant competition from private label products and digitally native brands. The businesses in our Plumbing Products segment manufacture products primarily in North America and Europe as well as in Asia and source products from Asia and other regions. Competition for our plumbing products is based largely on brand reputation, product features and innovation, product quality, customer service, breadth of product offering and price. Many of the faucet and showering products with which our products compete are manufactured by low-cost foreign manufacturers that contribute to price competition.

Many of our plumbing products contain brass, the major components of which are copper and zinc. We have multiple sources, both domestic and foreign, for our raw materials used in this segment. We have encountered price volatility for brass, brass components and any components containing copper and zinc. To help reduce the impact of this volatility, from time to time we may enter into long-term agreements with certain significant suppliers. In addition, we have experienced and may continue to experience significantly higher costs for some of the material inputs and products in this segment that we import as a result of increased duties and tariffs.

Decorative Architectural Products

Our Decorative Architectural Products segment primarily includes architectural coatings, including paints, primers, specialty coatings, stains and waterproofing products, as well as paint applicators and accessories. These products are sold primarily in North America as well as in South America under the brand names BEHR®, KILZ®, WHIZZ® and other trademarks to “do-it-yourself” and professional customers through home center retailers and other retailers. Net sales of architectural coatings comprised approximately 31 percent of our consolidated net sales in 2025 and 32 percent of our consolidated net sales in 2024 and 2023. Our BEHR products are sold through The Home Depot, our largest customer overall, as well as this segment’s largest customer. Our Behr business grants to The Home Depot Behr brand exclusivity in the retail sales channel in North America and exclusivity with respect to Kilz branded primer products in the home improvement big box retail sales channel and across online only mass market retail marketplaces in the United States and in the retail sales channel in Canada. The granting of exclusivity affects our ability to sell those products and brands to other customers, and the loss of this segment’s sales to The Home Depot would have a material adverse effect on this segment’s business and on our consolidated business as a whole.

Our competitors in this segment include large national and international brands such as Benjamin Moore & Co., Pittsburgh Paints Co.’s Glidden, Olympic, Pittsburgh Paints and Stains and PPG Paints brands, RPM International Inc.’s Rust-Oleum and Zinsser brands, The Sherwin-Williams Company’s Minwax, Sherwin-Williams, Thompson’s Water Seal, Valspar and Purdy brands and the Wooster Brush Company, as well as many regional and other national brands. We believe that brand reputation is an important factor in consumer selection, and that competition in this industry is also based largely on product features and innovation, product quality, customer service, breadth of product offering and price.

Acrylic resins and titanium dioxide are principal raw materials in the manufacture of architectural coatings. The price of acrylic resins fluctuates based on the price of its components, which can have a material impact on our costs and results of operations in this segment. The price for titanium dioxide can fluctuate as a result of global supply and demand dynamics and production capacity limitations, which can have a material impact on our costs and results of operations in this segment. In addition, the prices of crude oil, natural gas, propylene and certain petroleum by-products can impact our costs and results of operations in this segment. We have multiple sources, both domestic and foreign, for the raw materials used in this segment and have encountered price volatility with respect to certain of these materials. To help reduce the impact of this price volatility, we have and may in the future enter into long-term agreements with certain significant suppliers. We import certain materials and products for this segment that have been and may in the future be subject to duties and tariffs. We also have agreements with certain significant suppliers for this segment that are intended to help assure continued supply.

Our Decorative Architectural Products segment includes branded cabinet and door hardware, functional hardware, hook and hook rail products, and outdoor living hardware, which are manufactured for us and sold to home center retailers, online retailers, other specialty retailers, original equipment manufacturers and wholesalers. These products are sold under the LIBERTY®, FRANKLIN BRASS® and other trademarks. Our key competitors in North America include Amerock Hardware, Richelieu Hardware Ltd., Top Knobs and private label brands. Decorative bath hardware, shower accessories and shower doors are sold under the brand names DELTA® and FRANKLIN BRASS® and other trademarks to home center retailers, mass retailers, online retailers, other specialty retailers and wholesalers. Competitors for these products include American Bath Group, LLC’s Dreamline brand, Fortune Brands Innovations, Inc.’s Moen brand, Gatco Inc., Kohler Co. and private label brands.

Additional Information

Intellectual Property

We hold numerous U.S. and foreign patents, patent applications, licenses, trademarks, trade names, trade secrets and proprietary manufacturing processes. We view our trademarks and other intellectual property rights as important, but do not believe that there is any reasonable likelihood of a loss of such rights that would have a material adverse effect on our present business as a whole.

Laws and Regulations Affecting Our Business

We are subject to federal, state, local and international government laws and regulations. For a more detailed description of the various laws and regulations that impact our business, see Item 1A. Risk Factors.

We monitor applicable laws and regulations, including environmental laws and regulations, and incur ongoing expense relating to compliance, however we do not expect that compliance with federal, state, local and international regulations will result in material capital expenditures or have a material adverse effect on our results of operations and financial position.

Human Capital Management

The performance of our Company is impacted by our human capital management, and as a result we are focused on attracting, developing and retaining highly qualified, engaged employees, who have a range of experiences and backgrounds. Our Chief Human Resources Officer is responsible for developing and executing our human capital strategy and provides periodic updates to our Board of Directors' Compensation and Talent Committee on our progress toward the achievement of our human capital initiatives. We are currently focused on:

- Building a pipeline of great leaders
- Enabling a high-performance and continuous development culture
- Supporting holistic well-being and celebrating our people
- Providing competitive benefits and compensation
- Engaging and retaining our employees by continuously listening and improving

We believe that these initiatives work together to help our employees grow and thrive, and cultivate a culture where our employees feel like they belong. We are also committed to keeping our employees healthy and safe in the workplace.

At December 31, 2025, we employed approximately 18,000 people.

Available Information

Our website is www.masco.com. Our periodic reports and all amendments to those reports required to be filed or furnished pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 are available free of charge through our website as soon as reasonably practicable after those reports are electronically filed with or furnished to the Securities and Exchange Commission ("SEC"). This Report is being posted on our website concurrently with its filing with the SEC. Information contained on our website is not incorporated by reference into this Report or any other report filed with the SEC. Our reports filed with the SEC also may be found on the SEC's website at www.sec.gov.

Item 1A. Risk Factors.

There are a number of business risks and uncertainties that could impact our business. These risks and uncertainties could cause our actual results to differ from past performance or expected results. We consider the following risks and uncertainties to be most relevant to our specific business activities. Additional risks and uncertainties not presently known to us, or that we currently believe to be immaterial, also may adversely impact our business, results of operations and financial position.

Strategic Risks

Our business strategy is focused on residential repair and remodeling activity and, to a lesser extent, on new home construction activity, both of which are impacted by a number of economic and other factors.

Our business performance relies on residential repair and remodeling activity and, to a lesser extent, on new home construction activity. A number of factors impact consumers' spending on home improvement projects as well as new home construction activity, including:

- consumer confidence levels;
- consumer income and debt levels;
- consumer affordability;
- unemployment and underemployment levels;
- the availability of home equity loans and mortgages and the interest rates for and tax deductibility of such loans;
- inflationary pressures, including from duties and tariffs;
- changing government policies and programs;
- existing home sales;
- age of the housing stock;
- fluctuations in home prices;
- household formation;
- trends in lifestyle and housing design;
- the availability of skilled tradespeople for repair and remodeling work; and
- natural disasters, terrorist acts, pandemics, social or civil unrest, wars or conflicts or other catastrophic events.

We have been and may in the future be negatively impacted by adverse changes or uncertainty involving one or more of the factors listed above. In addition, the fundamentals driving our business are impacted by economic cycles. Economic contractions or recessions have resulted in and could in the future result in a decline in residential repair and remodeling activity or in demand for new home construction, adversely impacting our results of operations and financial position.

We may not achieve all of the anticipated benefits of our strategic initiatives.

We continue to pursue our strategy of driving the full potential of our core businesses, leveraging opportunities across our enterprise, and actively managing our portfolio. Our strategy is designed to grow revenue, improve profitability and increase shareholder value over the mid- to long-term. We execute our strategy by investing in our brands, developing innovative products, making capital investments, and focusing on continuous productivity improvement and operational excellence, among other initiatives. Our business performance and results of operations could be adversely impacted if we are unable to timely and effectively execute our strategy. We could also be adversely impacted if we have not appropriately prioritized and balanced our strategic initiatives or if we are unable to effectively manage change throughout our organization.

We may not be able to successfully execute our acquisition strategy or integrate businesses that we acquire.

Pursuing the acquisition of businesses complementary to our portfolio is a component of our strategy for future growth. If we are not able to identify suitable acquisition candidates or consummate potential acquisitions within a desired time frame or at acceptable terms and prices, our long-term competitive positioning may be impacted. Even if we are successful in acquiring businesses, the businesses we acquire may not be able to achieve the revenue, profitability or growth we anticipate, or we may experience challenges and risks in integrating these businesses into our existing business, including our governance and compliance framework. Such risks include:

- diversion of management attention and our resources;
- issues or conflicts with our new or existing customers or suppliers;
- realizing expected synergies and economies of scale;
- retaining key employees of the acquired businesses; and
- unforeseen liabilities.

International acquisitions that we have made, and those that we may make in the future, may continue to increase our exposure to foreign currency risks, and risks associated with interpretation, compliance with and enforcement of international regulations and the policies of other governments. Our failure to address these risks could cause us to incur additional costs and fail to realize the anticipated benefits of our acquisitions and could adversely impact our results of operations and financial position.

Business and Operational Risks

Variability in the cost and availability of our raw materials, components and finished products could impact our results of operations and financial position.

We purchase substantial amounts of raw materials, components and finished products from outside sources, including international sources, and we manufacture certain of our products outside of the United States. Increases in the cost of the materials we purchase, including as a result of diminished availability, increased duties, tariffs and inflation or unfavorable fluctuations in currency exchange rates have increased and may in the future increase the prices for our products and negatively impact our results of operations and financial position. In particular, we have experienced and may continue to experience significantly higher costs as a result of increased duties and tariffs, mainly in our Plumbing Products segment, due to duties and tariffs related to China and other international jurisdictions as well as related to materials.

Further, our production has been and may in the future be impacted if we or our suppliers are unable to procure our requirements for various raw materials, including, among others, brass, copper, resins, titanium dioxide and zinc. Elevated energy prices have increased and may in the future increase our production and transportation costs. In addition, water is a significant component of our architectural coatings products and may be subject to shortages and restrictions on supply in certain regions, due to climate-related and other influences. These factors could adversely impact our results of operations and financial position.

It can be difficult for us to pass our cost increases on to our customers. Our existing arrangements with customers, competitive considerations and customer resistance to price increases may delay or make us unable to adjust selling prices. If we are not able to sufficiently increase the prices of our products or achieve cost savings to offset increased material, production, transportation and labor costs, our results of operations and financial position could be adversely impacted. Increased selling prices for our products have led and may in the future lead to sales declines, a shift in the mix of products we sell and loss of market share, particularly if those prices are not competitive. When our material costs decline, we have received and may in the future receive pressure from our customers to reduce our prices. Such reductions have had and could in the future have an adverse impact on our results of operations and financial position.

From time to time we enter into long-term agreements with certain significant suppliers to help ensure continued availability of the raw materials, components and finished products we require and to establish firm pricing, but these contractual commitments may result in our paying above market prices during the term of the contract and may limit our ability to adjust our sourcing partners in the future. In addition, we may use derivative instruments, including commodity hedges. This strategy increases the possibility that we may forego the benefits that might result from favorable fluctuations in prices, which has had and may in the future have an adverse impact on our results of operations and financial position.

We are dependent on suppliers and service providers.

We are dependent on third parties for our raw materials, many of our components and finished products and for certain services. Our ability to offer a wide variety of products and provide high levels of service to our customers depends on whether we can obtain an adequate and timely supply of these goods and services. Failure of our suppliers to timely provide us goods and services on commercially reasonable terms or to comply with applicable contractual, legal and regulatory requirements or our supplier business practices policy could have an adverse impact on our results of operations and financial position or could damage our reputation.

The operations of the third parties on which we depend have been and could in the future be impacted by: changing laws, regulations and government policies, including those related to climate change; cybersecurity breaches; labor availability; raw material shortages; trade policies; energy availability; supply disruptions; and adverse weather conditions, pandemics, social or civil unrest, wars or conflicts and other force majeure events. Any of these factors could disrupt our third parties' operations and result in shortages of supply, assertion of force majeure and increases in the prices charged to us for the raw materials, components and finished products they produce or services they provide. Sourcing these goods and services from alternate suppliers, including suppliers from new geographic regions, or re-engineering our products as a result of supplier disruptions, is time-consuming and costly and could result in inefficiencies or delays in our business operations or could negatively impact the quality of our products. In addition, the loss of critical suppliers, or a substantial decrease in the availability of supply, has disrupted and could in the future disrupt our business and has had and may in the future have an adverse impact on our results of operations and financial position.

Many of the suppliers we rely upon are located in countries outside of the United States. The differences in business practices, shipping and delivery requirements and costs, changes in economic conditions and trade policies and laws and regulations, together with the limited number of suppliers available to us, have increased the complexity of our supply chain logistics and the potential for interruptions in our production scheduling. We have experienced and may in the future experience constraints on and disruptions to transporting our raw materials, components and finished products from our international and domestic suppliers as well as higher transportation costs. If we are unable to effectively manage our supply chain our results of operations and financial position could be adversely impacted.

There are risks associated with our international operations and global strategies.

In 2025, 21 percent of our sales were made outside of North America (particularly in Europe) and transacted in currencies other than the U.S. dollar. In addition to our European operations, we manufacture products in other locations, including Asia and Mexico and source products and components from third parties globally. Risks associated with our international operations include:

- differences in culture, economic and labor conditions and practices;
- differences in enforcement of contract and intellectual property rights;
- differences in the policies of the U.S. and foreign governments;
- disruptions in trade relations and economic instability;
- natural disasters, terrorist attacks, pandemics, wars or conflicts or other catastrophic events;
- social or civil unrest; and
- timeliness of transportation and port congestion or disruption.

We have been and may in the future be negatively impacted by adverse changes or uncertainty involving one or more of the factors listed above.

We are also affected by domestic and international laws, regulations and government policies applicable to companies doing business outside of the U.S., or importing and exporting goods and materials. These include laws and regulations related to anti-bribery/anti-corruption, competition, data privacy, environmental, sustainability matters, sanctions, tax, trade, including duties and tariffs, and other business practices. Compliance with these laws, regulations and government policies is costly and has required significant management attention, and future changes to these laws may continue to require significant management attention and disrupt our operations. Additionally, while it is difficult to assess what changes may occur and the relative effect on our international tax structure, significant changes in how U.S. and international jurisdictions tax cross-border transactions could adversely impact our results of operations and financial position.

Our results of operations and financial position are also impacted by changes in currency exchange rates. Unfavorable currency exchange rates, particularly the euro, the Chinese renminbi, the Canadian dollar, the British pound sterling and the Mexican peso, have in the past adversely impacted us, and could adversely impact us in the future. Fluctuations in currency exchange rates may also present challenges in comparing our operating performance from period to period.

The long-term performance of our businesses relies on our ability to attract, develop and retain a talented and workforce.

For our businesses to be successful, we must invest significant resources to attract, develop and retain highly qualified and talented employees, who have the experience, knowledge and expertise to implement our strategic and business initiatives. We compete for employees with a broad range of employers in many different industries, including large multinational firms. We have faced and may in the future face challenges in recruiting, developing, engaging and retaining employees, particularly when the labor market is experiencing low unemployment levels, increasing compensation and increasing competition.

If we are unable to successfully implement our talent strategies, including attracting, developing, engaging and retaining key employees, building strong leadership teams, developing effective succession planning and successfully executing organizational change and leadership transition, our results of operations and financial position could be adversely impacted.

Extreme weather events and changes in climate could adversely impact our results of operations and financial position.

Extreme weather events, such as severe winter and other storms, hurricanes, fires, floods, tornados and droughts, as a result of climate change or other factors, have negatively impacted and may in the future negatively impact our business. These types of events can be disruptive to our operations and may impact consumer spending. In addition, some of our suppliers are located in areas that have experienced extreme weather events which have impacted and may in the future impact the availability and cost of some of our raw materials, components and finished products. If the frequency or severity of extreme weather increases, we may experience interruptions to our operations, further impact on our supply chain, increased operating costs or loss or damage to our property or inventory, which could adversely impact our results of operations and financial position.

Restrictive covenants in our credit agreement could limit our financial flexibility.

We must comply with both financial and nonfinancial covenants in our credit agreement, and in order to borrow under it, we cannot be in default with any of those provisions. Our ability to borrow under the credit agreement could be affected if our earnings significantly decline to a level where we are not in compliance with the financial covenants or if we default on any nonfinancial covenants. In the past, we have been able to amend the covenants in our credit agreement, but there can be no assurance that in the future we would be able to further amend them. If we were unable to borrow under our credit agreement, our financial flexibility could be restricted.

Competitive Risks

We could lose market share if we do not maintain our strong brands, develop innovative products or respond to changing consumer purchasing practices and preferences.

Our competitive advantage is due, in part, to our ability to maintain our strong brands and to develop and introduce innovative new and improved products. Our initiatives to invest in brand building, brand awareness and product innovation may not be successful. The uncertainties associated with developing and introducing innovative new and improved products, such as gauging changing consumer demands and preferences and successfully developing, manufacturing, marketing, selling and servicing these products, may impact the success of our product introductions. If the products we introduce do not gain widespread acceptance or if our competitors improve their products more rapidly or effectively than we do, we could lose market share or be required to reduce our prices, which could adversely impact our results of operations and financial position.

Our customers' business models and strategies continue to change. As our customers execute their strategies to reach end consumers through multiple channels, they rely on us to support their efforts, including by maintaining our own robust and user-friendly websites with sufficient content for consumer research, providing sufficient product data to support their websites and providing comprehensive supply chain solutions and differentiated product development and service offerings. If we are unable to successfully provide this support to our customers or if our customers are unable to successfully execute their strategies, our brands may lose market share, which could adversely impact our results of operations and financial position.

Consumer preferences have also changed, including a shift in consumer purchasing practices toward e-commerce and a potential increase in consumer demand for products with certain attributes, such as connected products and sustainable products. If we do not timely and effectively implement our strategic and business initiatives related to these practices and preferences or identify and adequately respond to new changes, our relationships with our customers and with consumers could be harmed, our ability to retain our customers and consumers may be negatively impacted, the demand for our brands and products could be reduced and our results of operations and financial position could be adversely impacted.

Damage to our public image and reputation could adversely impact our results of operations and financial position.

Our public image and reputation are important to maintaining our strong brands. Our results of operations and financial position could be adversely impacted by a negative perception regarding our products or company practices, positions or public statements, even if unfounded, negative claims and comments in social media or the press or a data breach.

Furthermore, stakeholders' expectations regarding company practices, positions or public statements are diverse and continually changing. We may not be able to align with such evolving expectations within the timeframes expected by stakeholders or without incurring significant costs. In particular, we may not be able to achieve our aspirational goals related to our sustainability initiatives, which are and may continue to be impacted by many complexities and variables, such as renewable energy infrastructure and availability, a challenging economic environment, changes to our operations and changes to our portfolio of businesses via acquisitions or divestitures. A failure or perceived failure by us in this regard may damage our reputation and adversely impact our results of operations and financial position.

We face significant competition and operate in an evolving competitive landscape.

Our products face significant competition. We believe that brand reputation is an important factor affecting product selection and that we compete on the basis of product features, innovation, quality, customer service, warranty and price. We sell our products through home center retailers, online retailers, distributors, wholesalers and independent dealers and rely on these customers to market and promote our products to consumers. Our success with our customers is dependent on, among other things, our ability to provide quality products with desired features at acceptable prices with timely delivery and a high level of customer service. Home center retailers, which have historically concentrated their sales efforts on retail consumers and remodelers, are increasingly selling directly to professional contractors and installers, which may adversely impact our margins on our products that contractors and installers would otherwise buy through our dealers and wholesalers. In addition, as home center retailers develop customer experience programs to attract and retain contractors and installers, they are relying on us to support their efforts. Such support has been and could continue to be time-consuming and costly and these efforts may not be successful, which may impact our growth, results of operations and financial position.

Certain of our customers sell products sourced from low-cost foreign manufacturers under their own private label brands, which directly compete with our brands. As a result of this trend, we have experienced and may in the future experience lower demand for our products or a shift in the mix of some products we sell toward more value-priced or opening price point products, which has impacted and may in the future impact our results of operations and financial position.

In addition, we face competitive pricing pressure in the marketplace, including sales promotion programs, that could impact our market share or result in price reductions, which could adversely impact our results of operations and financial position.

The growing e-commerce channel brings an increased number of competitors and greater pricing transparency for consumers and customers, as well as conflicts between our existing distribution channels and a need for different distribution methods. These factors have impacted and could in the future impact our results of operations and financial position. In addition, our relationships with our customers, including home center retailers, may be impacted if we increase the amount of business we transact in the e-commerce channel.

If we are unable to maintain our competitive position in our industries, our results of operations and financial position could be adversely impacted.

Our sales are concentrated with three significant customers and this concentration may continue to increase. In 2025, our net sales to The Home Depot were \$2.9 billion (approximately 38 percent of our consolidated net sales), and our net sales to Ferguson and Lowe's were each less than 10 percent of our consolidated net sales. These customers can significantly impact the prices we receive for our products and the terms and conditions on which we do business with them. Further, these customers have reduced in the past and may in the future reduce the number of vendors from which they purchase and could make significant changes in their volume of purchases from us. Although other retailers, dealers, distributors, wholesalers and homebuilders represent other channels of distribution for our products and services, we might not be able to quickly replace, or replace at all, the loss of a substantial portion of our sales to The Home Depot or the loss of all of our sales to either Ferguson or Lowe's. Any such loss would have a material adverse impact on our business, results of operations and financial position.

In addition, our Behr business grants to The Home Depot Behr brand exclusivity in the retail sales channel in North America and exclusivity with respect to Kilz branded primer products in the home improvement big box retail sales channel and across online only mass market retail marketplaces in the United States and in the retail sales channel in Canada. From time to time, certain of our other businesses grant product and/or brand exclusivity to our customers. The granting of exclusivity impacts our ability to sell those products and brands to other customers and can increase the complexity of our product offerings and our costs.

Technology and Intellectual Property Risks

We are subject to cybersecurity attacks, which could adversely impact our results of operations and financial position.

Global cybersecurity vulnerabilities, threats and more frequent, sophisticated and targeted attacks, which may be increasingly exacerbated by the proliferation of and advance in artificial intelligence, pose a risk to our information technology systems and to critical third-party information technology platforms we utilize. We have implemented security policies, processes and layers of defense designed to help identify and protect against misappropriation or corruption of our systems and information and disruption of our operations. Despite these efforts, systems we utilize have been and may in the future be damaged, disrupted, ransomed or shut down due to cybersecurity attacks by unauthorized access, malware, ransomware, undetected intrusion, hardware failures, or other events, and in these circumstances our disaster recovery plans may be ineffective or inadequate.

These attacks could have the following impacts on our business, some of which we have experienced:

- business interruption;
- damage to our relationships with our employees, suppliers, customers and consumers;
- damage to the reputation of our brands;
- data corruption;
- exposure or loss of proprietary confidential or financial information or the personal information of our employees, suppliers, customers or consumers;
- exposure to litigation;
- inability to report our financial results in a timely manner;
- increased costs associated with the remediation and mitigation of such attacks;
- product shipment delays;
- production or operational downtime; and
- theft of our assets.

In addition, we could be adversely impacted if any of our significant customers, suppliers or service providers experience any similar events that disrupt their business operations or damage their reputation. Such events could adversely impact our results of operations and financial position.

We rely on information systems and technology, and a breakdown or interruption of these systems could adversely impact our results of operations and financial position.

We rely on many on-site and cloud-based information systems and technology to process, transmit, store and manage information to support our business activities. We have been and may in the future be adversely impacted if these information systems breakdown, fail, or if delays in system upgrades or replacements stretch those systems beyond support by third-party service providers, including cloud platform providers.

In addition to the consequences that may occur from interruptions in the current systems we utilize, we continue to invest in new technology systems throughout our company, including implementations and integrations of and upgrades to critical systems at our business units. These system changes are complex and require significant management oversight, and we have experienced, and in the future may experience, unanticipated expenses and interruptions to our operations during these changes. Our results of operations and financial position, as well as the effectiveness of our internal controls over financial reporting, could be adversely impacted if we do not appropriately select, implement, maintain or upgrade our critical systems in a timely manner or if we experience significant unanticipated expenses or disruptions in connection with the implementation, integration, upgrade or update of such systems.

We may not be able to adequately protect or prevent the unauthorized use of our intellectual property.

Protecting our intellectual property is important to our growth and innovation efforts. We own a number of patents, trademarks and other forms of intellectual property in our products and manufacturing processes throughout the world. There can be no assurance that our efforts to protect our intellectual property rights will prevent violations. Our intellectual property has been and may again be challenged or infringed upon by third parties, including in countries where property rights are not highly developed or protected. In addition, the global nature of our business increases the risk that we may be unable to obtain or maintain our intellectual property rights on reasonable terms. Furthermore, others have asserted and may in the future assert intellectual property infringement claims against us. Current and former employees, contractors, customers or suppliers have or may have had access to proprietary or confidential information regarding our business operations that could harm us if used by them, or disclosed to others, including our competitors. In addition, we may be harmed if our proprietary or confidential information regarding our business is exposed through the unauthorized use of artificial intelligence technologies. Protecting and preventing the unauthorized use of our intellectual property is costly, time-consuming and requires significant resources. If we are not able to protect our existing intellectual property rights, or prevent unauthorized use of our intellectual property, sales of our products may be impacted and we may experience reputational damage to our brands, increased litigation costs and adverse impact to our competitive position, which could adversely impact our results of operations and financial position.

Litigation and Regulatory Risks

Claims and litigation could be costly.

We are involved in various claims and litigation, including class actions, mass torts and regulatory proceedings, that arise in the ordinary course of our business and that could have an adverse impact on us. The types of matters may include, among others: advertising, competition, contract, data privacy, employment, environmental, insurance coverage, intellectual property, personal injury, product compliance, product liability, securities and warranty. The outcome and effect of these matters are inherently unpredictable, and defending and resolving them can be costly and can divert management's attention. We have and may in the future incur significant costs as a result of claims and litigation.

We are also subject to product safety regulations, product recalls and direct claims for product liability that can result in significant costs and, regardless of the ultimate outcome, create adverse publicity and damage the reputation of our brands and business. Also, we rely on suppliers to provide finished products and components for products that we sell. Due to the difficulty of controlling the quality of finished products and components we source from these suppliers, we are exposed to risks relating to the quality of such finished products and components and to limitations on our recourse against such suppliers.

We maintain insurance against some, but not all, of the risks of loss resulting from claims and litigation. The levels of insurance we maintain may not be adequate to fully cover our losses or liabilities. If any significant accident, judgment, claim or other event is not fully insured or indemnified against, it could adversely impact our results of operations and financial position.

Refer to Note R to the consolidated financial statements included in Item 8 of this Report for additional information about litigation involving our businesses.

Our failure to comply with laws, government regulations and other requirements could adversely impact our results of operations and financial position.

We are subject to a wide variety of federal, state, local and international laws and regulations, including those relating to:

- advertising and marketing;
- anti-bribery/anti-corruption;
- climate change and protection of the environment;
- competition;
- data privacy;
- employment and labor matters, including wage and hour matters;
- environment, health and safety matters;
- product safety and performance;
- protection of employees and consumers;
- securities matters;
- sanctions;
- taxation; and
- trade, including duties and tariffs.

In addition to complying with current requirements and known future requirements, we will be subject to new or more stringent requirements in the future.

As we sell new types of products or existing products in new geographies or channels or for new applications, we are subject to the requirements applicable to those sales. Additionally, some of our products must be certified by industry organizations. Compliance with new or changed laws, regulations and other requirements, including as a part of government or industry response to climate change, may require us to alter our product designs, our manufacturing processes, our packaging or our sourcing or may result in restrictions on our operations. These compliance activities are costly and require significant management attention and resources. If we do not effectively and timely comply with such regulations and other requirements, our results of operations and financial position could be adversely impacted.

Item 1B. Unresolved Staff Comments.

None.

Item 1C. Cybersecurity.

Cybersecurity risk is a part of our overall enterprise risk management assessment. Our cybersecurity program is modeled on the National Institute of Standards and Technology's Cybersecurity Framework (NIST CSF) which provides the structure for the governance of, identification of, protection against, detection of, response to and recovery from cybersecurity threats and incidents, including those associated with our use of third-party applications and service providers.

Key components of our cybersecurity program include:

- an enterprise organizational framework that consists of enterprise leaders that oversee our cybersecurity governance, including policies and standards, and functional business unit leaders that implement our cybersecurity policies;
- the identification of our cybersecurity risks and vulnerabilities and the implementation of protections against cybersecurity threats and incidents, including regularly training and testing our employees;
- continual global threat monitoring and detection, in partnership with third-party service providers;
- a process for assessing the severity of cybersecurity threats, identifying whether the cybersecurity threats are associated with a third-party service provider, and implementing an appropriate response and resolution to cybersecurity incidents, as necessary; and
- risk-based cybersecurity audits led by our internal audit function, which include cybersecurity control maturity assessments (based on NIST CSF), as well as attack simulations and penetration testing performed by third-party service providers.

Our Board of Directors has overall oversight responsibility for our enterprise risk management and compliance programs, including cybersecurity. Our Board is responsible for ensuring that management has processes in place designed to identify and assess cybersecurity risks to which we are exposed, implement the appropriate protections to address such risks, identify cybersecurity threats and respond to and resolve cybersecurity incidents.

Management is responsible for identifying and assessing material cybersecurity risks on an ongoing basis and for developing, managing and implementing our cybersecurity program to assure that our potential cybersecurity risk exposures are monitored and appropriate mitigation measures are implemented. Our cybersecurity program is overseen by our Vice President, Information Technology and our Director, Cybersecurity. Our Vice President, Information Technology has significant professional experience in leading the information technology function and our Director, Cybersecurity has held various roles in cybersecurity and is an ISC2 Certified Information Security Professional. Each periodically participates in various industry cyber forums and communicates industry best practices to the appropriate internal information security professionals.

Our cybersecurity program is managed and implemented by a team of enterprise level and business unit level information security professionals, partnering with third party advisory services, as needed. The team's focus is on our operational response to cybersecurity threats, exposure analysis, security governance and the design and implementation of our security controls. Our Incident Response Plan and attendant processes, developed by management, governs our process to respond to, remediate and resolve material cybersecurity incidents, including providing appropriate internal and external communication of such incidents.

At least annually, our Vice President, Information Technology discusses with our Board a report on cybersecurity, including an update regarding our cybersecurity risks, mitigation activities and industry developments. In addition, our internal audit function provides regular updates to our Audit Committee on the results of our cybersecurity audits and related mitigation activities. In 2025, as part of our enterprise risk management update to our Board, our Vice President, Information Technology discussed risks and trends associated with information technology, including cyber-attacks, and current and future planned actions to mitigate such risks.

In 2025, we did not identify any cybersecurity threats that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. However, despite our efforts, we cannot eliminate all risks from cybersecurity threats, or provide assurances that we have not experienced an undetected cybersecurity incident. For more information about these risks, please see "Risk Factors – We are subject to cybersecurity attacks, which could adversely impact our results of operations and financial position" in this annual report on Form 10-K.

Item 2. Properties.

The table below lists the number of principal North American properties as of December 31, 2025.

Business Segment	Manufacturing	Warehouse and Distribution
Plumbing Products	23	9
Decorative Architectural Products	9	14
Totals	32	23

Most of our North American facilities range from single warehouse buildings to complex manufacturing facilities. We own most of our North American manufacturing facilities, none of which is subject to significant encumbrances. A substantial number of our warehouse and distribution facilities are leased.

The table below lists the number of principal properties outside of North America as of December 31, 2025.

Business Segment	Manufacturing	Warehouse and Distribution
Plumbing Products	12	16
Decorative Architectural Products	—	—
Totals	12	16

Most of our international facilities are in Europe and China. We own most of our international manufacturing facilities, none of which is subject to significant encumbrances. A substantial number of our international warehouse and distribution facilities are leased.

We lease our corporate headquarters in Livonia, Michigan, and we own a building in Taylor, Michigan, that is used by our Masco Technical Services (research and development) department. We also lease an office facility in Luxembourg, which serves as a headquarters for most of our foreign operations.

Each of our operating divisions assesses the manufacturing, distribution and other facilities needed to meet its operating requirements. We regularly review our anticipated requirements for facilities and, on the basis of that review, have and may in the future, build, acquire or lease additional facilities, or expand existing facilities.

Item 3. Legal Proceedings.

Information regarding legal proceedings involving us is set forth in Note R to the consolidated financial statements included in Item 8 of this Report and is incorporated herein by reference.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

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

The New York Stock Exchange is the principal market on which our common stock is traded, under the ticker symbol MAS. On January 31, 2026, there were approximately 2,200 holders of record of our common stock.

We expect that our practice of paying quarterly dividends on our common stock will continue, although the payment of future dividends is at the discretion of our Board of Directors and will depend upon our earnings, capital requirements, financial condition and other factors. The Board of Directors declared a quarterly dividend of \$0.32 per share in the first quarter of 2026 with the intention to increase the annual dividend three percent to \$1.28 per share.

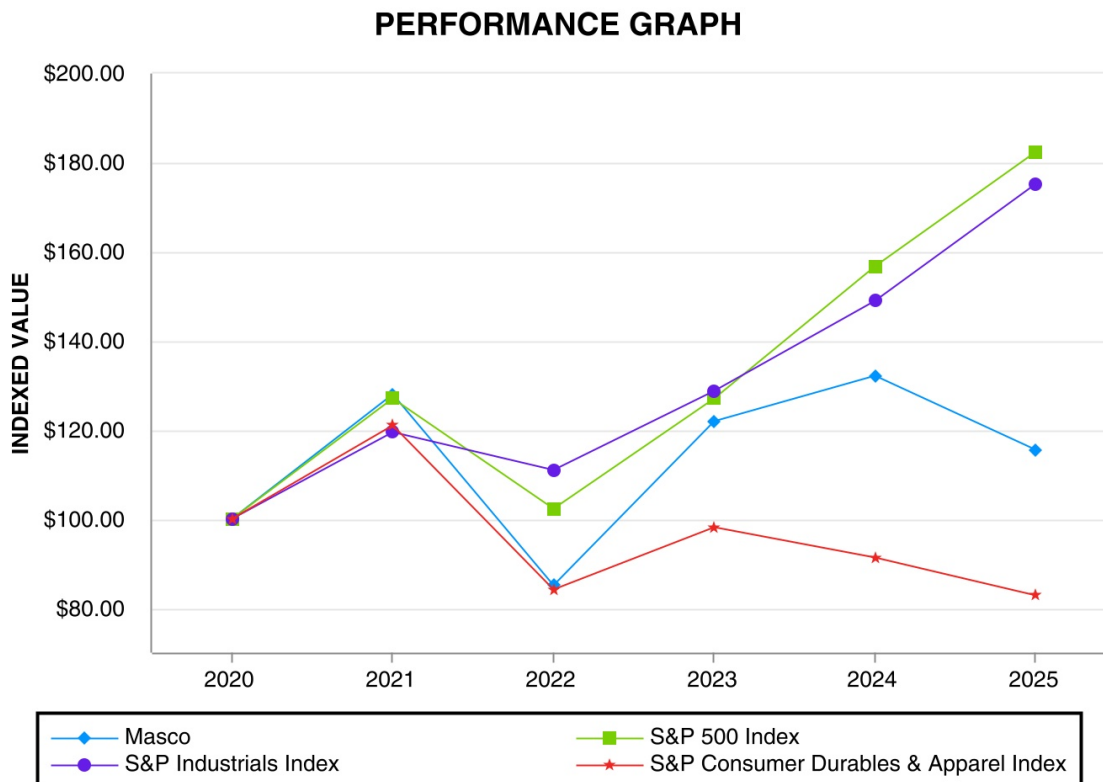
Effective October 20, 2022, our Board of Directors authorized the repurchase, for retirement, of up to \$2.0 billion of shares of our common stock, exclusive of excise tax, in open-market transactions or otherwise. We repurchased and retired 8.5 million shares of our common stock for the year ended December 31, 2025 for approximately \$576 million, inclusive of excise tax of \$5 million. This included 0.3 million shares to offset the dilutive impact of restricted stock units granted in 2025. At December 31, 2025, we had \$325 million remaining under the 2022 authorization. Effective February 10, 2026, our Board of Directors authorized the repurchase, for retirement, of up to \$2.0 billion of shares of our common stock, exclusive of excise tax, in open-market transactions or otherwise, replacing the previous Board of Directors authorization established in 2022.

The following table provides information regarding the repurchase of our common stock for the three-month period ended December 31, 2025.

Period	Total Number Of Shares Purchased	Average Price Paid Per Common Share	Total Number Of Shares Purchased As Part Of Publicly Announced Plans or Programs	Maximum Value Of Shares That May Yet Be Purchased Under The Plans Or Programs
10/1/25 - 10/31/25	736,647	\$ 67.88	736,647	\$ 492,313,057
11/1/25 - 11/30/25	1,482,705	\$ 61.97	1,482,705	\$ 400,427,327
12/1/25 - 12/31/25	1,170,694	\$ 64.07	1,170,694	\$ 325,415,751
Total for the quarter	3,390,046	\$ 63.98	3,390,046	\$ 325,415,751

Performance Graph

The table below compares the cumulative total shareholder return on our common stock with the cumulative total return of (i) the Standard & Poor's 500 Composite Stock Index ("S&P 500 Index"), (ii) The Standard & Poor's Industrials Index ("S&P Industrials Index") and (iii) the Standard & Poor's Consumer Durables & Apparel Index ("S&P Consumer Durables & Apparel Index"), from December 31, 2020 through December 31, 2025, when the closing price of our common stock was \$63.46. The graph assumes investments of \$100 on December 31, 2020 in our common stock and in each of the three indices and the reinvestment of dividends.



The table below sets forth the value, as of December 31 for each of the years indicated, of a \$100 investment made on December 31, 2020 in each of our common stock, the S&P 500 Index, the S&P Industrials Index and the S&P Consumer Durables & Apparel Index and includes the reinvestment of dividends.

	2021	2022	2023	2024	2025
Masco	\$ 127.84	\$ 84.96	\$ 121.94	\$ 132.11	\$ 115.53
S&P 500 Index	\$ 126.89	\$ 102.22	\$ 126.99	\$ 156.59	\$ 182.25
S&P Industrials Index	\$ 119.40	\$ 110.92	\$ 128.71	\$ 148.84	\$ 175.19
S&P Consumer Durables & Apparel Index	\$ 120.94	\$ 84.01	\$ 98.15	\$ 91.28	\$ 82.73

Item 6. [Reserved]

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

The following discussion and analysis should be read in conjunction with, and is qualified in its entirety by, our consolidated financial statements (and notes related thereto) and other more detailed financial information appearing elsewhere in this Report. Further, you should read the following discussion and analysis of our financial condition and results of operations together with the "Risk Factors" included elsewhere in this Report for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. See also "Cautionary Statement Concerning Forward-Looking Statements" at the beginning of this Report. Amounts may not add due to rounding.

Overview

We design, manufacture and distribute branded home improvement and building products. These products are sold primarily for repair and remodeling activity and, to a lesser extent, new home construction. We sell our products through home center retailers, online retailers, wholesalers and distributors, mass merchandisers, hardware stores, direct to the consumer, professional contractors and homebuilders.

We continue to pursue our strategy of driving the full potential of our core businesses, leveraging opportunities across our enterprise, and actively managing our portfolio. We remain confident in the fundamentals of our business and long-term strategy. We execute our strategy by investing in our brands, developing innovative products, making capital investments, and focusing on continuous productivity improvement and operational excellence, among other initiatives. We believe that our strong financial position and cash flow generation, together with our investments in our industry-leading branded building products, our continued focus on innovation and customer service and disciplined capital allocation, will allow us to drive long-term growth and create value for our shareholders.

We continue to leverage the Masco Operating System, our methodology to drive growth and productivity, and continuous improvement initiatives across our enterprise to identify additional opportunities to improve our business operations. From time to time, we take actions to drive efficiency in the business focused on the strategic rationalization of our businesses, including business consolidations, plant closures, headcount reductions and other cost savings initiatives. In the fourth quarter of 2025, we began implementing various restructuring actions to further streamline our business, reduce headcount, and optimize operations. In connection with these actions, we incurred charges of approximately \$18 million in the fourth quarter of 2025, and we expect to incur approximately \$50 million in additional charges in 2026. Additionally, subsequent to December 31, 2025, we announced that we will implement an internal reorganization resulting in the integration of our Liberty Hardware ("Liberty") business, a distributor of cabinet and other hardware and shower doors, into our Delta Faucet business. As a result of the integration, beginning with our Quarterly Report on Form 10-Q for the period ending March 31, 2026, Liberty will be included in our Plumbing Products segment rather than our Decorative Architectural Products segment.

Recent Trends

Due to changing market conditions, we are experiencing, and may continue to experience, lower market demand for our products. We have been experiencing, and may continue to experience, elevated commodity and other input costs, as well as employee-related cost inflation. Additionally, we have been experiencing, and may continue to experience, significantly higher costs to us, principally in our Plumbing Products segment, due to the recently enacted tariffs, particularly those related to China. We seek to mitigate the impact of higher tariffs and other unfavorable impact to our costs over time with pricing, cost savings initiatives, sourcing changes, and other activities. Consumer demand for our products, however, could further diminish if consumer confidence erodes and the price of our products and other consumer goods increases.

Consolidated Results of Operations

We report our financial results in accordance with accounting principles generally accepted in the United States of America ("GAAP"). However, we believe that certain non-GAAP performance measures and ratios, used in managing the business, may provide users of this financial information with additional meaningful comparisons between current results and results in prior periods. These include the disclosure of net sales, operating profit and operating profit margins adjusted for certain items. Non-GAAP performance measures and ratios should be viewed in addition to, and not as an alternative for, our reported results under GAAP.

We discuss our consolidated results as well as our Business Segment results of operations for the year ended December 31, 2025 versus December 31, 2024. A detailed discussion of our consolidated and Business Segment results of operations for the year ended December 31, 2024 compared to the year ended December 31, 2023 can be found under "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II of our Annual Report on Form 10-K for the year ended December 31, 2024, which was filed with the SEC on February 11, 2025.

NET SALES

Below is a summary of our net sales, in millions, for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		
	2025	2024	Change
Net sales, as reported	\$ 7,562	\$ 7,828	(3)%
Divestitures	—	(178)	
Net sales, excluding divestitures	7,562	7,650	(1)%
Currency translation	(45)	—	
Net sales, excluding divestitures and the effect of currency translation	\$ 7,517	\$ 7,650	(2)%

Our net sales for 2025 were \$7,562 million, which decreased three percent compared to 2024. Excluding divestitures and the effect of currency translation, net sales decreased two percent. Our net sales for 2025 decreased primarily due to lower sales volume across the entire company which decreased sales by four percent, partially offset by higher net selling prices of plumbing products which increased sales by two percent.

RESULTS OF OPERATIONS

Below is a summary of our results of operations, dollars in millions, for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		
	2025	2024	Change
Net sales	\$ 7,562	\$ 7,828	(3)%
Cost of sales	(4,883)	(4,997)	(2)%
Gross profit	\$ 2,679	\$ 2,831	(5)%
<i>Gross margin</i>	35.4 %	36.2 %	(80) bps
Selling, general and administrative expenses	\$ (1,426)	\$ (1,468)	(3)%
<i>Selling, general and administrative expenses of a percent of net sales</i>	(18.9)%	(18.8)%	(10) bps
Impairment charge for other intangible assets	\$ (5)	\$ —	100 %
Operating profit, as reported	\$ 1,248	\$ 1,363	(8)%
Rationalization charges	19	9	111 %
Impairment charge for other intangible assets	5	—	100 %
Operating profit, excluding rationalization charges and impairment charge	\$ 1,272	\$ 1,372	(7)%
<i>Operating profit margin, as reported</i>	16.5 %	17.4 %	(90) bps
<i>Operating profit margin, excluding rationalization charges and impairment charge</i>	16.8 %	17.5 %	(70) bps

Our gross profit for 2025 was \$2,679 million, which decreased five percent, and was negatively impacted by higher commodity and tariff costs, four percent due to lower sales volume, two percent due to the divestiture of our Kichler Lighting ("Kichler") business, as well as an increase in other expenses (including inventory-related reserves). These amounts were partially offset by five percent due to higher net selling prices of plumbing products, as well as cost savings initiatives.

Our selling, general and administrative expenses for 2025 were \$1,426 million, which decreased three percent, and were positively impacted by three percent due to the divestiture of Kichler and one percent due to lower employee-related costs, partially offset by one percent due to unfavorable foreign currency translation.

Our operating profit for 2025 was \$1,248 million, which decreased eight percent, and was negatively impacted by decreased gross profit and an impairment charge for other intangible assets, partially offset by lower selling, general and administrative expenses.

OTHER INCOME (EXPENSE), NET

Below is a summary of our other income (expense), net, in millions, for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		
	2025	2024	Favorable / (Unfavorable)
Interest expense	\$ (101)	\$ (99)	(2) %
Other, net	(12)	(103)	88 %
Other income (expense), net	\$ (114)	\$ (202)	44 %

Other, net included a loss on the sale of Kichler of \$88 million, inclusive of costs to sell, for the year ended December 31, 2024.

INCOME TAXES

Below is a summary of our income tax expense, in millions, and our effective tax rate for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		
	2025	2024	Favorable / (Unfavorable)
Income tax expense	\$ (277)	\$ (287)	3 %
Effective tax rate	(24.4)%	(24.7)%	30 bps

Refer to Note P to the consolidated financial statements for additional information.

NET INCOME AND INCOME PER COMMON SHARE - ATTRIBUTABLE TO MASCO CORPORATION

Below is a summary of our net income, in millions, and diluted income per common share for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		
	2025	2024	Favorable / (Unfavorable)
Net income	\$ 810	\$ 822	(1) %
Diluted income per common share	\$ 3.86	\$ 3.76	3 %

Business Segment Results

The following tables set forth our net sales and operating profit information by Business Segment, dollars in millions.

	Year Ended December 31,		Percent Change
	2025	2024	2025 vs. 2024
Net Sales:			
Plumbing Products	\$ 4,992	\$ 4,853	3 %
Decorative Architectural Products	2,570	2,975	(14)%
Total	\$ 7,562	\$ 7,828	(3)%
	Year Ended December 31,		Percent Change
	2025	2024	2025 vs. 2024
Operating Profit:			
Plumbing Products	\$ 895	\$ 911	(2)%
Decorative Architectural Products	443	549	(19)%
Total	\$ 1,338	\$ 1,460	(8)%
General corporate expense, net	(89)	(97)	(8)%
Total operating profit	\$ 1,248	\$ 1,363	(8)%

BUSINESS SEGMENT RESULTS DISCUSSION

Changes in operating profit in the following Business Segment Results discussion exclude general corporate expense, net, and compares each respective period to the same period of the immediately preceding year.

Plumbing Products

Sales

Net sales in the Plumbing Products segment increased three percent in 2025. In local currencies (including sales in currencies outside their respective functional currencies), net sales increased two percent in 2025. Net sales increased three percent due to higher net selling prices, partially offset by one percent due to lower sales volume.

Operating Results

Operating profit in the Plumbing Products segment in 2025 was negatively impacted by higher commodity and tariff costs, an increase in other expenses (including inventory-related reserves), lower sales volume, unfavorable sales mix, an increase in strategic growth investments, and higher marketing costs, partially offset by higher net selling prices, cost savings initiatives, and the gain on the sale of a building.

Decorative Architectural Products

Sales

Net sales in the Decorative Architectural Products segment decreased 14 percent in 2025, primarily due to lower sales volume which decreased net sales by eight percent and the divestiture of Kichler which decreased net sales by six percent.

Operating Results

Operating profit in the Decorative Architectural Products segment in 2025 was negatively impacted by lower sales volume and higher commodity and tariff costs, partially offset by cost savings initiatives and lower marketing costs.

Liquidity and Capital Resources

Overview of Capital Structure

Historically, we have largely funded our growth through cash provided by our operations, the issuance of notes in the financial markets, bank borrowings and, to a lesser extent, the issuance of our common stock, including issuances for certain mergers and acquisitions. Maintaining high levels of liquidity and focusing on cash generation are among our financial strategies. Our capital allocation strategy includes reinvesting in our business, maintaining an investment grade credit rating, maintaining a relevant dividend and deploying excess free cash flow to share repurchases or acquisitions.

We had cash and cash investments of approximately \$647 million and \$634 million at December 31, 2025 and 2024, respectively. Our cash and cash investments consist of overnight interest bearing money market demand accounts, time deposit accounts, and money market mutual funds containing government securities and treasury obligations. While we attempt to diversify these investments in a prudent manner to minimize risk, it is possible that future changes in the financial markets could affect the security or availability of these investments. Of the cash and cash investments we held at December 31, 2025 and 2024, \$306 million and \$321 million, respectively, was held in our foreign subsidiaries. If these funds were needed for our operations in the U.S., their repatriation into the U.S. would not result in significant additional U.S. income tax or foreign withholding tax, as we have recorded such taxes on substantially all undistributed foreign earnings, except for those that are legally restricted.

Our total debt as a percent of total capitalization was 97 percent and 102 percent at December 31, 2025 and 2024, respectively. Refer to Note K to the consolidated financial statements for additional information.

We believe that our present cash balance and cash flows from operations, and borrowing availability under our revolving credit agreement, are sufficient to fund our near-term working capital and other investment needs. We believe that our longer-term working capital and other general corporate requirements will be satisfied through cash flows from operations and, to the extent necessary, from bank borrowings and future financial market activities. However, due to the changing market conditions and its impact on our customers and suppliers, we are unable to fully estimate the extent of the impact that the changing market conditions may have on our future financial condition.

Capital Expenditures

We continue to invest in our manufacturing and distribution operations to increase our productivity, improve customer service and support product innovation. Capital expenditures for 2025 were \$156 million, compared with \$168 million for 2024. The decrease in capital expenditures in 2025 was primarily due to a capacity expansion investment in our Decorative Architectural Products segment in 2024. For 2026, capital expenditures, excluding any potential future acquisitions, are expected to be approximately \$190 million. Depreciation and amortization expense for 2025 totaled \$148 million, compared with \$150 million for 2024. For 2026, depreciation and amortization expense, excluding any potential future acquisitions, is expected to be approximately \$160 million. Amortization expense totaled \$23 million in 2025, compared with \$32 million in 2024.

Credit Agreement

On April 26, 2022, we entered into a revolving credit agreement (the "2022 Credit Agreement") with an aggregate commitment of \$1.0 billion and a maturity date of April 26, 2027.

Under the 2022 Credit Agreement, at our request and subject to certain conditions, we can increase the aggregate commitment up to an additional \$500 million with the current lenders or new lenders. See Note K to the consolidated financial statements for additional information.

The 2022 Credit Agreement contains financial covenants requiring us to maintain (A) a net leverage ratio, as adjusted for certain items, not exceeding 4.0 to 1.0, and (B) an interest coverage ratio, as adjusted for certain items, not less than 2.5 to 1.0. We were in compliance with all covenants and no borrowings were outstanding under our 2022 Credit Agreement as of December 31, 2025.

Corporate Development Strategy

We expect to maintain a balanced growth strategy pursuing organic growth by maximizing the full potential of our existing businesses and, as appropriate, complementing our existing business with strategic acquisitions.

In addition, we actively manage our portfolio of companies by divesting those businesses that do not align with our long-term growth strategy. We will continue to review all of our businesses to determine which businesses, if any, may not align with our long-term growth strategy.

Divestitures

In the third quarter of 2024, we sold our Kichler business, a provider of decorative residential and light commercial lighting products, ceiling fans, and LED lighting systems, for consideration of \$125 million, net of cash disposed, and subject to final closing adjustments. Post-closing adjustments were finalized in the fourth quarter of 2024.

Share Repurchases

Effective October 20, 2022, our Board of Directors authorized the repurchase, for retirement, of up to \$2.0 billion of shares of our common stock, exclusive of excise tax, in open-market transactions or otherwise. We repurchased and retired 8.5 million shares of our common stock in 2025 for approximately \$576 million, inclusive of excise tax of \$5 million. This included 0.3 million shares to offset the dilutive impact of restricted stock units granted in 2025. At December 31, 2025, we had \$325 million remaining under the 2022 authorization. Effective February 10, 2026, our Board of Directors authorized the repurchase, for retirement, of up to \$2.0 billion of shares of our common stock, exclusive of excise tax, in open-market transactions or otherwise, replacing the previous Board of Directors authorization established in 2022. Consistent with past practice and as part of our long-term capital allocation strategy, outside of any potential acquisitions, we anticipate using approximately \$600 million of cash for share repurchases (including shares which will be purchased to offset any dilution from restricted stock units granted as part of our compensation programs) in 2026. Refer to Note N to the consolidated financial statements for additional information.

During 2024, we repurchased and retired 10.0 million shares of our common stock (including 0.5 million shares to offset the dilutive impact of restricted stock units granted during the year), for approximately \$757 million, inclusive of excise tax of \$6 million.

Dividend to Holders of our Common Shares

In 2025, we paid a quarterly dividend of \$0.31 per common share for an annual dividend of \$1.24 per share. Total cash dividends paid was \$261 million in 2025.

As part of our capital allocation strategy, the Board of Directors declared a quarterly dividend of \$0.32 per share in the first quarter of 2026 with the intention to increase the annual dividend three percent to \$1.28 per share.

Other Liquidity and Capital Resource Activities

As part of our ongoing efforts to improve our cash flow and related liquidity, we work with suppliers to optimize our terms and conditions, including extending payment terms. We also facilitate a voluntary supply chain finance program (the "program") to provide certain of our suppliers with the opportunity to sell receivables due from us to participating financial institutions at the sole discretion of both the suppliers and the financial institutions. The amounts confirmed as valid under the program and included in accounts payable were \$26 million and \$36 million at December 31, 2025 and 2024, respectively. Of the amounts confirmed as valid under the program, the amounts owed to participating financial institutions were \$17 million and \$23 million at December 31, 2025 and 2024, respectively. All payments made under the program are recorded as a decrease in accounts payable and accrued liabilities, net, in our consolidated statements of cash flows. A downgrade in our credit rating or changes in the financial markets could limit the financial institutions' willingness to commit funds to, and participate in, the program. We do not believe such risk would have a material impact on our working capital or cash flows, as substantially all of our payments are made outside of the program.

We utilize derivative and hedging instruments to manage our exposure to currency fluctuations, primarily related to the European euro, British pound sterling, Chinese renminbi, Mexican peso and the U.S. dollar. We review our hedging program, derivative positions and overall risk management on a regular basis. We currently do not have any derivative instruments for which we have designated hedge accounting.

Cash Flows

Significant sources and (uses) of cash for the years ended December 31, 2025 and 2024 are summarized as follows, in millions:

	2025	2024
Net cash from operating activities	\$ 1,022	\$ 1,075
Purchase of Company common stock	(571)	(751)
Excise tax paid on the purchase of Company common stock	(6)	(3)
Cash dividends paid	(261)	(254)
Purchase of redeemable noncontrolling interest	—	(15)
Dividends paid to noncontrolling interest	(45)	(37)
Proceeds from the exercise of stock options	6	79
Employee withholding taxes paid on stock-based compensation	(10)	(35)
Payment of debt	(2)	(3)
Capital expenditures	(156)	(168)
Acquisition of business, net of cash acquired	—	(4)
Proceeds from disposition of:		
Business, net of cash disposed	—	126
Property and equipment	14	1
Effect of exchange rate changes on cash and cash investments	25	(9)
Other, net	(3)	(5)
Cash increase (decrease)	<u>\$ 14</u>	<u>\$ (1)</u>

Our working capital days were as follows:

	At December 31,	
	2025	2024
Receivable days	51	51
Inventory days	83	72
Accounts payable days	70	70
Working capital (receivables plus inventories, less accounts payable) as a percentage of net sales	<u>16.7 %</u>	<u>15.1 %</u>

Operating Activities

Net cash provided by operations was \$1,022 million, primarily driven by operating profit and the change in deferred taxes as a result of the cash tax benefit associated with immediate expensing of qualified fixed assets and research and development expenditures from the enactment of the One Big Beautiful Bill Act, partially offset by changes in working capital.

Financing Activities

Net cash used for financing activities was \$888 million, primarily due to \$571 million for the repurchase and retirement of our common stock, \$261 million for the payment of cash dividends, and \$45 million for dividends paid to noncontrolling interest.

Investing Activities

Net cash used for investing activities was \$144 million, primarily driven by \$156 million of capital expenditures.

Commitments and Contingencies

Litigation

Information regarding our legal proceedings is set forth in Note R to the consolidated financial statements, which is incorporated herein by reference.

Other Commitments

We enter into contracts, which include reasonable and customary indemnifications that are standard for the industries in which we operate. Such indemnifications include claims made against builders by homeowners for issues relating to our products and workmanship. In conjunction with divestitures and other transactions, we occasionally provide reasonable and customary indemnifications. We have not paid a material amount related to these indemnifications, and we evaluate the probability that amounts may be incurred and record an estimated liability when probable and reasonably estimable.

Contractual Obligations

The following table provides payment obligations related to current contracts at December 31, 2025, in millions:

	Payments Due by Period					Other	Total
	2026	2027-2028	2029-2030	Beyond 2030			
Debt (A)	\$ 2	\$ 904	\$ 539	\$ 1,503	\$ —	\$ 2,949	
Interest (A)	98	178	135	521	—	932	
Operating leases	60	90	62	124	—	336	
Currently payable income taxes	17	—	—	—	—	17	
Purchase commitments (B)	369	125	79	85	—	658	
Uncertain tax positions, including interest and penalties (C)	—	—	—	—	84	84	
Total	<u>\$ 545</u>	<u>\$ 1,298</u>	<u>\$ 815</u>	<u>\$ 2,233</u>	<u>\$ 84</u>	<u>\$ 4,975</u>	

(A) We assume that all debt would be held to maturity. Amounts include finance lease obligations.

(B) Includes purchase commitments for vendor contracts and contracts for the purchase of renewable energy certificates and transferable tax credits. Excludes contracts that do not require volume commitments and open or pending purchase orders.

(C) Due to the high degree of uncertainty regarding the timing of future cash outflows associated with uncertain tax positions, we are unable to make a reasonable estimate for the year in which cash settlements may occur with applicable tax authorities.

Refer to Note M to the consolidated financial statements for defined-benefit pension plan obligations.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make certain estimates and assumptions that affect or could have affected the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. We regularly review our estimates and assumptions, which are based upon historical experience, as well as current economic conditions and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of certain assets and liabilities and related disclosures, and future revenues and expenses, that are not readily apparent from other sources. Actual results may differ from these estimates and assumptions.

Note A to the consolidated financial statements includes our accounting policies, estimates and methods used in the preparation of our consolidated financial statements.

We believe that the following critical accounting policies are affected by significant judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

We recognize revenue as control of our products is transferred to our customers, which is generally at the time of shipment or upon delivery based on the contractual terms with our customers. We provide customer programs and incentive offerings, including special pricing and co-operative advertising arrangements, promotions and other volume-based incentives. These customer programs and incentives are considered variable consideration. We include in revenue variable consideration only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the variable consideration is resolved. This determination is made based upon known customer program and incentive offerings at the time of sale, and expected sales volume forecasts as it relates to our volume-based incentives. This determination is updated each reporting period.

Goodwill and Other Intangible Assets

We record the excess of purchase price over the fair value of net tangible assets of acquired companies as goodwill or other identifiable intangible assets. In the fourth quarter of each year, or as events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount, we complete the impairment testing of goodwill utilizing a discounted cash flow method. We selected the discounted cash flow methodology because we believe that it is comparable to what would be used by market participants. We have defined our reporting units and completed the impairment testing of goodwill at the operating segment level.

Determining market values using a discounted cash flow method requires us to make significant estimates and assumptions, including long-term projections of cash flows, market conditions and appropriate discount rates. Our judgments are based upon historical experience, current market trends, consultations with external valuation specialists and other information. While we believe that the estimates and assumptions underlying the valuation methodology are reasonable, different estimates and assumptions could result in different outcomes. In estimating future cash flows, we rely on internally generated five-year forecasts for sales and operating profits, and, currently, a two percent long-term assumed annual growth rate of cash flows for periods after the five-year forecast. We generally develop these forecasts based upon, among other things, recent sales data for existing products, planned timing of new product launches, estimated repair and remodel activity and, to a lesser extent, estimated housing starts. Our assumptions included U.S. and Eurozone Gross Domestic Product growing at approximately 1.5 percent and 1.2 percent, respectively, in 2026, and 1.8 percent and 1.2 percent, respectively, per annum over the remainder of the five-year forecast.

We utilize our weighted average cost of capital of approximately 7.75 percent as the basis to determine the discount rate to apply to the estimated future cash flows. In 2025, based upon our assessment of the risks impacting each of our businesses, we applied a risk premium to increase the discount rate to a range of 9.75 percent to 11.75 percent for our reporting units.

If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized to the extent that a reporting unit's recorded carrying value exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit.

In the fourth quarter of 2025, we estimated that future discounted cash flows projected for all of our reporting units were greater than the carrying values. Accordingly, we did not recognize any impairment charges for goodwill. A 10 percent decrease in the estimated fair value of our reporting units would not have resulted in any goodwill impairment.

We review our other indefinite-lived intangible assets for impairment annually in the fourth quarter, or as events occur or circumstances change that indicate the assets may be impaired without regard to the business unit. Potential impairment is identified by comparing the fair value of an other indefinite-lived intangible asset to its carrying value. We utilize a relief-from-royalty model to estimate the fair value of other indefinite-lived intangible assets. We consider the implications of both external (e.g., market growth, competition and local economic conditions) and internal (e.g., product sales and expected product growth) factors and their potential impact on cash flows related to the intangible asset in both the near- and long-term. We also consider the profitability of the business, among other factors, to determine the royalty rate for use in the impairment assessment.

We utilize our weighted average cost of capital of approximately 7.75 percent as the basis to determine the discount rate to apply to the estimated future cash flows. In 2025, based upon our assessment of the risks impacting each of our businesses and the nature of the other indefinite-lived intangible assets (i.e., trade name), we applied a risk premium to increase the discount rate to a range of 10.75 percent to 12.00 percent for our other indefinite-lived intangible assets.

If the carrying amount of an other indefinite-lived intangible asset exceeds its fair value, an impairment loss is recognized to the extent that an other indefinite-lived intangible asset's recorded carrying value exceeds its fair value, not to exceed the carrying amount of the other indefinite-lived intangible asset.

In the fourth quarter of 2025, we recognized a \$5 million non-cash impairment charge related to a registered trademark within our Decorative Architectural Products segment due to the loss of a customer in our paint applicator business. As of December 31, 2025, the impaired other indefinite-lived intangible asset had a remaining net carrying value of \$2 million. A 10 percent decrease in the estimated fair value of our other indefinite-lived intangible assets would not have resulted in an additional impairment, except for the previously mentioned registered trademark.

Refer to Note H for additional information.

Income Taxes

We record deferred taxes on the future tax consequences of differences between the financial statement carrying value of our assets and liabilities and their respective tax basis. The realization of deferred tax assets depends on sufficient sources of taxable income in future periods. Possible sources of taxable income include taxable income in carryback periods, the future reversal of existing taxable temporary differences recorded as a deferred tax liability, tax-planning strategies that generate future income or gains and projected future taxable income.

If, based upon all available evidence, both positive and negative, it is more likely than not such deferred tax assets will not be realized, a valuation allowance is recorded. Significant weight is given to evidence that is objectively verifiable such as cumulative losses in recent years, however, some evidence may be based on estimates and assumptions regarding potential sources of future taxable income. Changes in these estimates and assumptions may result in a change in judgment regarding the realizability of deferred tax assets.

Refer to Note P for additional information.

Recently Adopted and Issued Accounting Pronouncements

Refer to Note A to the consolidated financial statements for discussion of recently adopted and issued accounting pronouncements, which is incorporated herein by reference.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

We have considered the provisions of accounting guidance regarding disclosure of accounting policies for derivative financial instruments and disclosure of quantitative and qualitative information about market risk inherent in derivative financial instruments and other financial instruments.

We are exposed to the impact of changes in foreign currency exchange rates, market price fluctuations related to our financial investments, and changes in interest rates. We have insignificant involvement with derivative financial instruments and use such instruments to the extent necessary to manage exposure to foreign currency fluctuations.

At December 31, 2025, we performed sensitivity analyses to assess the potential loss in the fair values of market risk sensitive instruments resulting from a hypothetical change of 10 percent in foreign currency exchange rates, a 10 percent decline in the market value of our long-term investments, or a 100 basis point change in interest rates. Based upon the analyses performed, such changes would not be expected to materially affect our consolidated financial position, results of operations or cash flows.

Item 8. Financial Statements and Supplementary Data.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our 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.

We assessed the effectiveness of our internal control over financial reporting as of December 31, 2025 using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in *Internal Control – Integrated Framework* (2013). Based on this assessment, we have determined that our internal control over financial reporting was effective as of December 31, 2025.

PricewaterhouseCoopers LLP (PCAOB ID 238), an independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of December 31, 2025, as stated in their report, which is presented herein. Their report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2025 and expressed an unqualified opinion on our 2025 consolidated financial statements. This report is included herein under the heading "Report of Independent Registered Public Accounting Firm."

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Masco Corporation

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Masco Corporation and its subsidiaries (the "Company") as of December 31, 2025 and 2024, and the related consolidated statements of operations, of comprehensive income (loss), of shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2025, including the related notes and financial statement schedule listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, 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 opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

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

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

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements

in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition - Plumbing Products

As described in Notes A and D to the consolidated financial statements, the Company's plumbing products revenue was \$4,992 million for the year ended December 31, 2025. The Company recognizes revenue as control of its products is transferred to its customers, which is generally at the time of shipment or upon delivery based on the contractual terms with its customers. The Company provides customer programs and incentive offerings, which are considered variable consideration. The Company includes in revenue variable consideration only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the variable consideration is resolved. This determination is made based upon known customer program and incentive offerings at the time of sale and expected sales volume forecasts as it relates to the volume-based incentives.

The principal considerations for our determination that performing procedures relating to revenue recognition for plumbing products is a critical audit matter are a high degree of auditor effort in performing procedures and evaluating audit evidence related to the Company's revenue recognition.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the recording of plumbing products revenue as control is transferred to the customer. These procedures also included, among others (i) evaluating certain revenue transactions by either (a) testing a sample of revenue transactions by obtaining and inspecting source documents, such as purchase orders, invoices, proof of shipment, and cash receipts or (b) testing the issuance and settlement of invoices and credit memos, tracing transactions not settled to a detailed listing of accounts receivable, and testing the completeness and accuracy of data provided by management; (ii) testing a sample of customer program and incentive transactions by obtaining and inspecting source documents, such as support for the nature of the customer program or incentive, amount, and agreement with the customer; and (iii) confirming, on a sample basis, outstanding customer invoice balances as of December 31, 2025 and, for confirmations not returned, obtaining and inspecting source documents, such as invoices, proof of shipment, and subsequent cash receipts.

/s/ PricewaterhouseCoopers LLP
Detroit, Michigan
February 10, 2026

We have served as the Company's auditor since 1959.

Financial Statements and Supplementary Data
MASCO CORPORATION and Consolidated Subsidiaries
CONSOLIDATED BALANCE SHEETS

December 31, 2025 and 2024
(In Millions, Except Share Data)

	2025	2024
ASSETS		
Current assets:		
Cash and cash investments	\$ 647	\$ 634
Receivables	1,028	1,035
Inventories	1,046	938
Prepaid expenses and other	119	123
Total current assets	2,840	2,730
Property and equipment, net	1,195	1,116
Goodwill	623	597
Other intangible assets, net	205	220
Operating lease right-of-use assets	233	231
Other assets	105	123
Total assets	<u>\$ 5,201</u>	<u>\$ 5,016</u>
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 810	\$ 789
Notes payable	2	3
Accrued liabilities	761	767
Total current liabilities	1,573	1,560
Long-term debt	2,945	2,945
Noncurrent operating lease liabilities	221	223
Other liabilities	387	342
Total liabilities	<u>\$ 5,125</u>	<u>\$ 5,069</u>
Commitments and contingencies (Note R)		
EQUITY		
Masco Corporation's shareholders' equity:		
Common shares, par value \$1 per share		
Authorized shares: 1,400,000,000;		
Issued and outstanding: 2025 – 204,300,000; 2024 – 212,500,000	204	212
Preferred shares authorized: 1,000,000;		
Issued and outstanding: 2025 and 2024 – None	—	—
Paid-in capital	—	—
Retained deficit	(688)	(693)
Accumulated other comprehensive income	298	201
Total Masco Corporation's shareholders' deficit	(185)	(279)
Noncontrolling interest	261	227
Total equity	76	(53)
Total liabilities and equity	<u>\$ 5,201</u>	<u>\$ 5,016</u>

See notes to consolidated financial statements.
Amounts may not add due to rounding.

MASCO CORPORATION and Consolidated Subsidiaries
CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31, 2025, 2024 and 2023
(In Millions, Except Per Common Share Data)

	2025	2024	2023
Net sales	\$ 7,562	\$ 7,828	\$ 7,967
Cost of sales	4,883	4,997	5,131
Gross profit	2,679	2,831	2,836
Selling, general and administrative expenses	1,426	1,468	1,473
Impairment charges for other intangible assets	5	—	15
Operating profit	1,248	1,363	1,348
Other income (expense), net:			
Interest expense	(101)	(99)	(106)
Other, net	(12)	(103)	(4)
	(114)	(202)	(110)
Income before income taxes	1,135	1,161	1,238
Income tax expense	277	287	278
Net income	858	874	960
Less: Net income attributable to noncontrolling interest	48	52	52
Net income attributable to Masco Corporation	\$ 810	\$ 822	\$ 908
Income per common share attributable to Masco Corporation:			
Basic:			
Net income	\$ 3.87	\$ 3.77	\$ 4.03
Diluted:			
Net income	\$ 3.86	\$ 3.76	\$ 4.02

See notes to consolidated financial statements.
Amounts may not add due to rounding.

MASCO CORPORATION and Consolidated Subsidiaries
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

For the Years Ended December 31, 2025, 2024 and 2023
(In Millions)

	2025	2024	2023
Net income	\$ 858	\$ 874	\$ 960
Less: Net income attributable to noncontrolling interest	48	52	52
Net income attributable to Masco Corporation	<u>\$ 810</u>	<u>\$ 822</u>	<u>\$ 908</u>
Other comprehensive income (loss), net of tax			
Currency translation adjustment	\$ 122	\$ (68)	\$ 35
Pension and other post-retirement benefits	4	8	(8)
Other comprehensive income (loss), net of tax	<u>126</u>	<u>(60)</u>	<u>27</u>
Less: Other comprehensive income (loss) attributable to noncontrolling interest:			
Currency translation adjustment	\$ 27	\$ (14)	\$ 5
Pension and other post-retirement benefits	2	2	(2)
	<u>29</u>	<u>(12)</u>	<u>3</u>
Other comprehensive income (loss) attributable to Masco Corporation	<u>\$ 97</u>	<u>\$ (48)</u>	<u>\$ 24</u>
Total comprehensive income	<u>\$ 984</u>	<u>\$ 814</u>	<u>\$ 987</u>
Less: Total comprehensive income attributable to noncontrolling interest	76	40	55
Total comprehensive income attributable to Masco Corporation	<u>\$ 908</u>	<u>\$ 774</u>	<u>\$ 932</u>

See notes to consolidated financial statements.
Amounts may not add due to rounding.

MASCO CORPORATION and Consolidated Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2025, 2024 and 2023
(In Millions)

	2025	2024	2023
CASH FLOWS FROM (FOR) OPERATING ACTIVITIES:			
Net income	\$ 858	\$ 874	\$ 960
Depreciation and amortization	148	150	149
Deferred income taxes	64	28	(32)
Employee withholding taxes paid on stock-based compensation	10	35	29
Loss on disposition of business, net	—	80	—
(Gain) loss on disposition of property and equipment	(5)	3	6
Pension and other post-retirement benefits	(8)	(7)	(6)
Impairment charges for other intangible assets	5	—	15
Stock-based compensation	30	39	31
Decrease (increase) in receivables	19	(39)	42
(Increase) decrease in inventories	(81)	4	233
Decrease in accounts payable and accrued liabilities, net	(14)	(95)	(34)
Other, net	(4)	3	21
Net cash from operating activities	<u>1,022</u>	<u>1,075</u>	<u>1,413</u>
CASH FLOWS FROM (FOR) FINANCING ACTIVITIES:			
Purchase of Company common stock	(571)	(751)	(353)
Excise tax paid on the purchase of Company common stock	(6)	(3)	—
Cash dividends paid	(261)	(254)	(257)
Purchase of redeemable noncontrolling interest	—	(15)	—
Dividends paid to noncontrolling interest	(45)	(37)	(49)
Proceeds from short-term borrowings	—	—	77
Payment of short-term borrowings	—	—	(77)
Payment of term loan	—	—	(200)
Proceeds from the exercise of stock options	6	79	38
Employee withholding taxes paid on stock-based compensation	(10)	(35)	(29)
Payment of debt	(2)	(3)	(5)
Net cash for financing activities	<u>(888)</u>	<u>(1,017)</u>	<u>(854)</u>
CASH FLOWS FROM (FOR) INVESTING ACTIVITIES:			
Capital expenditures	(156)	(168)	(243)
Acquisition of businesses, net of cash acquired	—	(4)	(136)
Proceeds from disposition of:			
Business, net of cash disposed	—	126	—
Property and equipment	14	1	3
Other, net	(3)	(5)	(7)
Net cash for investing activities	<u>(144)</u>	<u>(50)</u>	<u>(383)</u>
Effect of exchange rate changes on cash and cash investments	<u>25</u>	<u>(9)</u>	<u>6</u>
CASH AND CASH INVESTMENTS:			
Increase (decrease) for the year	14	(1)	182
At January 1	634	634	452
At December 31	<u>\$ 647</u>	<u>\$ 634</u>	<u>\$ 634</u>

See notes to consolidated financial statements.
Amounts may not add due to rounding.

MASCO CORPORATION and Consolidated Subsidiaries
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

For the Years Ended December 31, 2025, 2024 and 2023
(In Millions, Except Per Common Share Data)

	Total	Common Shares (\$1 par value)	Paid-In Capital	Retained (Deficit) Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest
Balance, January 1, 2023	\$ (262)	\$ 225	\$ 16	\$ (947)	\$ 226	\$ 218
Total comprehensive income	987	—	—	908	24	55
Shares issued	27	2	25	—	—	—
Shares retired:						
Repurchased	(356)	(6)	(67)	(282)	—	—
Surrendered (non-cash)	(17)	—	—	(17)	—	—
Cash dividends declared	(257)	—	—	(257)	—	—
Dividends declared to noncontrolling interest	(49)	—	—	—	—	(49)
Stock-based compensation	26	—	26	—	—	—
Balance, December 31, 2023	<u>\$ 98</u>	<u>\$ 221</u>	<u>\$ —</u>	<u>\$ (596)</u>	<u>\$ 249</u>	<u>\$ 224</u>
Total comprehensive income (loss)	814	—	—	822	(48)	40
Shares issued	58	2	56	—	—	—
Shares retired:						
Repurchased	(757)	(10)	(95)	(652)	—	—
Surrendered (non-cash)	(14)	—	—	(13)	—	—
Cash dividends declared	(253)	—	—	(253)	—	—
Dividends declared to noncontrolling interest	(37)	—	—	—	—	(37)
Redemption of redeemable noncontrolling interest	4	—	4	—	—	—
Stock-based compensation	35	—	35	—	—	—
Balance, December 31, 2024	<u>\$ (53)</u>	<u>\$ 212</u>	<u>\$ —</u>	<u>\$ (693)</u>	<u>\$ 201</u>	<u>\$ 227</u>
Total comprehensive income	984	—	—	810	97	76
Shares issued	5	—	4	—	—	—
Shares retired:						
Repurchased	(576)	(9)	(32)	(536)	—	—
Surrendered (non-cash)	(8)	—	—	(8)	—	—
Cash dividends declared	(260)	—	—	(260)	—	—
Dividends declared to noncontrolling interest	(42)	—	—	—	—	(42)
Stock-based compensation	27	—	27	—	—	—
Balance, December 31, 2025	<u>\$ 76</u>	<u>\$ 204</u>	<u>\$ —</u>	<u>\$ (688)</u>	<u>\$ 298</u>	<u>\$ 261</u>

See notes to consolidated financial statements.
Amounts may not add due to rounding.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

A. ACCOUNTING POLICIES

Basis of Presentation. The accompanying consolidated financial statements and footnotes have been prepared in accordance with accounting principles generally accepted ("GAAP") in the United States of America. Within the financial statements and tables presented, certain columns and rows may not add due to the use of rounded numbers for disclosure purposes.

Principles of Consolidation. The consolidated financial statements include the accounts of Masco Corporation and all majority-owned subsidiaries. All significant intercompany transactions have been eliminated. We consolidate the assets, liabilities and results of operations of variable interest entities for which we are the primary beneficiary.

Use of Estimates and Assumptions in the Preparation of Financial Statements. The preparation of financial statements in conformity with GAAP requires us to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates and assumptions.

Revenue Recognition. We recognize revenue as control of our products is transferred to our customers, which is generally at the time of shipment or upon delivery based on the contractual terms with our customers. Our customers' payment terms generally range from 30 to 65 days.

We provide customer programs and incentive offerings, including special pricing and co-operative advertising arrangements, promotions and other volume-based incentives. These customer programs and incentives are considered variable consideration. We include in revenue variable consideration only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the variable consideration is resolved. This determination is made based upon known customer program and incentive offerings at the time of sale and expected sales volume forecasts as it relates to our volume-based incentives. This determination is updated each reporting period.

Certain product sales include a right of return. We estimate future product returns at the time of sale based on historical experience and record a corresponding refund liability. We additionally record an asset, based on historical experience, for the amount of product we expect to return to inventory as a result of the return, which is recorded in prepaid expenses and other in the consolidated balance sheets.

We consider shipping and handling activities performed by us as activities to fulfill the sales of our products. Amounts billed for shipping and handling are included in net sales, while costs incurred for shipping and handling are included in cost of sales. We capitalize incremental costs of obtaining a contract and expense the costs on a straight-line basis over the contractual period if the cost is recoverable, the cost would not have been incurred without the contract and the term of the contract is greater than one year; otherwise, we expense the amounts as incurred. We do not adjust the promised amount of consideration for the effects of a financing component if the period between when we transfer our products or services and when our customers pay for our products or services is expected to be one year or less.

Customer Displays. In-store displays that are owned by us and used to market our products are included in other assets in the consolidated balance sheets and are amortized using the straight-line method over the expected useful life of three to five years; related amortization expense is classified as a selling expense in the consolidated statements of operations.

Foreign Currency. The financial statements of our foreign subsidiaries are measured using the local currency as the functional currency. Assets and liabilities of these subsidiaries are translated at exchange rates as of the balance sheet dates. Revenues and expenses are translated at average exchange rates in effect during the year. The resulting cumulative translation adjustments have been recorded in accumulated other comprehensive income in the consolidated balance sheets. Realized foreign currency transaction gains and losses are included in other income (expense), net in the consolidated statements of operations.

Cash and Cash Investments. We consider all highly liquid investments with an initial maturity of three months or less to be cash and cash investments.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

A. ACCOUNTING POLICIES (Continued)

Receivables. We do business with home center retailers, wholesalers and a number of other customers. We monitor our exposure for credit losses on customer receivable balances and other financial investments measured at amortized cost and the credit worthiness of customers on an on-going basis, including requiring the completion of credit applications and performing periodic reviews of our open accounts receivable. We record allowances for credit losses for estimated losses resulting from the inability of our customers to fulfill their required payment obligation to us. Allowances are estimated based upon specific customer balances where a risk of loss has been identified, and also include a provision for losses based upon historical collection experience and write-off activity as well as reasonable and supportable forecast information that considers macro-economic factors and industry-specific trends associated with our businesses, among other factors. A separate allowance is recorded for customer incentive rebates and is generally based upon sales activity. Receivables are presented net of certain allowances (including allowances for credit losses) of \$53 million and \$51 million at December 31, 2025 and 2024, respectively. Our receivables balances are generally due in less than one year.

Property and Equipment. Property and equipment, including significant improvements to existing facilities, are recorded at cost. Upon retirement or disposal, the cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the consolidated statements of operations. Maintenance and repair costs are charged against earnings as incurred.

At the asset group level, we review our property and equipment as events occur or circumstances change that would more likely than not reduce the fair value of the property and equipment below its carrying amount. If the carrying amount of property and equipment is not recoverable from its undiscounted cash flows, then we would recognize an impairment loss for the difference between the carrying amount and the current fair value. Further, we evaluate the remaining useful lives of property and equipment at each reporting period to determine whether events and circumstances warrant a revision to the remaining depreciation periods.

Depreciation. Depreciation expense is computed principally using the straight-line method over the estimated useful lives of the assets. The estimated useful lives of depreciable assets are as follows: buildings and land improvements, 20 to 40 years, computer hardware and software, three to six years, and machinery and equipment, three to 25 years. Depreciation expense was \$126 million in 2025, \$118 million in 2024 and \$115 million in 2023.

Leases. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use assets ("ROU assets"), accrued liabilities and noncurrent operating lease liabilities on our consolidated balance sheets. Finance lease ROU assets are included in property and equipment, net, notes payable, and long-term debt on our consolidated balance sheets.

ROU assets represent our right to use an underlying asset for the duration of the lease term while lease liabilities represent our obligation to make lease payments in exchange for the right to use an underlying asset. ROU assets and lease liabilities are measured based on the present value of fixed lease payments over the lease term at the commencement date. The ROU asset also includes any lease payments made prior to the commencement date and initial direct costs incurred, and is reduced by any lease incentives received. We review our ROU assets at the asset group level as events occur or circumstances change that would indicate the carrying amount of the ROU assets are not recoverable and exceed their fair values. If the carrying amount of the ROU asset is not recoverable from its undiscounted cash flows, then we would recognize an impairment loss for the difference between the carrying amount and the current fair value.

As most of our leases do not provide an implicit discount rate, we generally use our incremental borrowing rate on the commencement date of the lease as the discount rate in determining the present value of future lease payments. We determine the incremental borrowing rate for each lease by using the current yields of our uncollateralized, publicly traded debts with maturity periods similar to the respective lease term or a comparable market alternative, adjusted to a collateralized basis based on third-party data. Our lease terms may include options to extend or terminate the lease when there are relevant economic incentives present that make it reasonably certain that we will exercise that option. We account for any non-lease components separately from lease components.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

A. ACCOUNTING POLICIES (Continued)

For operating leases, lease expense for future fixed lease payments is recognized on a straight-line basis over the lease term. For finance leases, lease expense for future fixed lease payments is recognized using the effective interest rate method over the lease term. Variable lease payments are recognized as lease expense in the period incurred. Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheets; we recognize lease expense for these leases on a straight-line basis over the lease term.

Goodwill and Other Intangible Assets. We perform our annual impairment testing of goodwill in the fourth quarter of each year, or as events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. We have defined our reporting units and completed the impairment testing of goodwill at the operating segment level. Our operating segments are reporting units that engage in business activities, for which discrete financial information, including five-year forecasts, is available. We compare the fair value of the reporting units to the carrying value of the reporting units for goodwill impairment testing. Fair value is determined using a discounted cash flow method, which includes significant unobservable inputs (Level 3 inputs), and requires us to make significant estimates and assumptions, including long-term projections of cash flows, market conditions and appropriate discount rates. Our judgments are based upon historical experience, current market trends, consultations with external valuation specialists and other information. In estimating future cash flows, we rely on internally generated five-year forecasts for sales and operating profits, and, currently, a two percent long-term assumed annual growth rate of cash flows for periods after the five-year forecast. For 2025, we utilized a weighted average cost of capital of approximately 7.75 percent as the basis to determine the discount rate to apply to the estimated future cash flows. Based upon our assessment of the risks impacting each of our businesses, we applied a risk premium to increase the discount rate to a range of 9.75 percent to 11.75 percent for our reporting units. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized to the extent that a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit.

We review our other indefinite-lived intangible assets for impairment annually in the fourth quarter, or as events occur or circumstances change that indicate the assets may be impaired without regard to the business unit. Potential impairment is identified by comparing the fair value of an other indefinite-lived intangible asset to its carrying value. We utilize a relief-from-royalty model to estimate the fair value of other indefinite-lived intangible assets. We consider the implications of both external (e.g., market growth, competition and local economic conditions) and internal (e.g., product sales and expected product growth) factors and their potential impact on cash flows related to the intangible asset in both the near- and long-term. We also consider the profitability of the business, among other factors, to determine the royalty rate for use in the impairment assessment. We utilize our weighted average cost of capital of approximately 7.75 percent as the basis to determine the discount rate to apply to the estimated future cash flows. In 2025, based upon our assessment of the risks impacting each of our businesses and the nature of the other indefinite-lived intangible asset (i.e., trade name), we applied a risk premium to increase the discount rate to a range of 10.75 percent to 12.00 percent for our other indefinite-lived intangible assets.

While we believe that the estimates and assumptions underlying the valuation methodologies are reasonable, different estimates and assumptions could result in different outcomes.

Intangible assets with finite useful lives are amortized using the straight-line method over their estimated useful lives. We review our intangible assets with finite useful lives at the asset group level as events occur or circumstances change that would more likely than not reduce the fair value of the amortizable intangible assets below its carrying amount. If the carrying amount of the amortizable intangible asset is not recoverable from the undiscounted cash flows, then we would recognize an impairment loss for the difference between the carrying amount and the current fair value. We evaluate the remaining useful lives of amortizable intangible assets at each reporting period to determine whether events or circumstances warrant a revision to the remaining periods of amortization.

Refer to Note H for additional information regarding goodwill and other intangible assets.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

A. ACCOUNTING POLICIES (Continued)

Acquisitions. We allocate the purchase price of an acquired business to its identifiable assets and liabilities based on estimated fair values. The excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill. In addition, any contingent consideration is fair valued as of the date of the acquisition and is recorded as part of the purchase price. This estimate is updated in future periods and any changes in the estimate, which are not considered an adjustment to the purchase price, are recorded in our consolidated statements of operations.

We use all available information to estimate fair values. We typically engage external valuation specialists to assist in the fair value determination of identifiable intangible assets and any other significant assets or liabilities. We adjust the preliminary purchase price allocation, as necessary, up to one year after the acquisition closing date as we obtain more information regarding assets acquired and liabilities assumed based on facts and circumstances that existed as of the acquisition date.

Our purchase price allocation methodology contains uncertainties because it requires us to make assumptions and to apply judgment to estimate the fair value of acquired assets and assumed liabilities. We estimate the fair value of assets and liabilities based upon the carrying value of the acquired assets and assumed liabilities and widely accepted valuation techniques, including discounted cash flows. Unanticipated events or circumstances may occur which could affect the accuracy of our fair value estimates, including assumptions regarding industry economic factors and business strategies.

Other estimates used in determining fair value include, but are not limited to, future cash flows or income related to intangibles, market rate assumptions and appropriate discount rates. Our estimates of fair value are based upon assumptions believed to be reasonable, but that are inherently uncertain, and therefore, may not be realized. Accordingly, there can be no assurance that the estimates, assumptions, and values reflected in the valuations will be realized, and actual results could vary materially.

Refer to Note B for additional information regarding acquisitions.

Fair Value Measurements. For our qualified defined-benefit pension plans, we have adopted accounting guidance that defines fair value, establishes a framework for measuring fair value and prescribes disclosures about fair value measurements.

We use derivative financial instruments to manage certain exposure to fluctuations in earnings and cash flows resulting from changes in foreign currency exchange rates, and occasionally from interest rate exposures. Derivative financial instruments are recorded in the consolidated balance sheets as either an asset or liability measured at fair value, netted by counterparty, where the right of offset exists. The gain or loss is recognized in determining current earnings during the period of the change in fair value. We currently do not have any derivative instruments for which we have designated hedge accounting.

Warranty. We offer limited warranties on certain products with warranty periods that can last up to the lifetime of the product to the original purchaser. At the time of sale, we accrue a warranty liability for the estimated future cost to provide products, parts or services to repair or replace products, or refunds to satisfy our warranty obligations. Our estimate of future costs to service our warranty obligations is based upon the information available and includes a number of factors, such as the warranty coverage, the warranty period, historical experience specific to the nature, frequency and average cost to service the claim, along with industry and demographic trends.

Certain factors and related assumptions in determining our warranty liability involve judgments and estimates and are sensitive to changes in the factors described above. We believe that the warranty accrual is appropriate; however, actual claims incurred could differ from our original estimates which would require us to adjust our previously established accruals. Refer to Note R for additional information on our warranty accrual.

A significant portion of our business is at the consumer retail level through home center retailers and other major retailers. A consumer may return a product to a retailer that is a warranty return. However, certain retailers do not distinguish between warranty and other types of returns when they claim a return deduction from us. Our revenue recognition policy takes into account this type of return when recognizing revenue, and an estimate of these amounts is recorded as a deduction to net sales at the time of sale.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

A. ACCOUNTING POLICIES (Continued)

Insurance Reserves. We provide for expenses associated with workers' compensation and product liability obligations when such amounts are probable and can be reasonably estimated. The accruals are adjusted as new information develops or circumstances change that would affect the estimated liability. Any obligations expected to be settled within 12 months are recorded in accrued liabilities; all other obligations are recorded in other liabilities.

Litigation. We are involved in claims and litigation, including class actions, mass torts and regulatory proceedings, which arise in the ordinary course of our business. Liabilities and costs associated with these matters require estimates and judgments based upon our professional knowledge and experience and that of our legal counsel. When a liability is probable of being incurred and our exposure in these matters is reasonably estimable, amounts are recorded as charges to earnings. The ultimate resolution of these exposures may differ due to subsequent developments.

Stock-Based Compensation. We may issue stock-based incentives in various forms to our employees and non-employee Directors, including restricted stock units ("RSUs"), performance restricted stock units ("PRSUs"), stock options, long-term stock awards, phantom stock awards, and stock appreciation rights ("SARs").

We measure compensation expense for RSUs and long-term stock awards at the market price of our common stock at the grant date. We measure compensation expense for PRSUs at the expected payout of the awards. We measure compensation expense for stock options using a Black-Scholes option pricing model. We recognize forfeitures related to RSUs, PRSUs, stock options and long-term stock awards as they occur.

We initially measure compensation expense for phantom stock awards at the market price of our common stock at the grant date. Phantom stock awards are linked to the value of our common stock on the date of grant and are settled in cash upon vesting. We account for phantom stock awards as liability-based awards; the liability is remeasured and adjusted at the end of each reporting period until the awards are fully-vested and paid to the employees. We measure compensation expense for SARs using a Black-Scholes option pricing model; such expense is recognized ratably over the vesting period. SARs are linked to the value of our common stock on the date of grant and are settled in cash upon exercise. We account for SARs using the fair value method, which requires outstanding SARs to be classified as liability-based awards. The liability is remeasured and adjusted at the end of each reporting period until the SARs are exercised and payment is made to the employees or the SARs expire.

Under our 2024 Long Term Stock Incentive Plan, retirement-eligibility is defined as age 65 or age 55 with at least 10 years of continuous service for RSUs, stock options, phantom stock awards and SARs. Compensation expense for equity awards is recognized ratably over the shorter of the vesting period, typically three years, or the length of time until the grantee becomes retirement eligible. Expense for PRSUs is recognized ratably over the three-year vesting period of the units.

Refer to Note L for additional information on stock-based compensation.

Noncontrolling Interest. We owned 68 percent of Hansgrohe SE at both December 31, 2025 and 2024. The aggregate noncontrolling interest, net of dividends, at December 31, 2025 and 2024 has been recorded as a component of equity on our consolidated balance sheets.

Discontinued Operations. We report financial results for discontinued operations separately from continuing operations to distinguish the financial impact of disposal transactions from ongoing operations. Discontinued operations reporting occurs only when the disposal of a component or a group of components represents a strategic shift that will have a major effect on our operations and financial results. In our consolidated statements of cash flows, the cash flow from discontinued operations are not separately classified.

Income Taxes. We record deferred taxes on the future tax consequences of differences between the financial statement carrying value of our assets and liabilities and their respective tax basis. The realization of deferred tax assets depends on sufficient sources of taxable income in future periods. If, based upon all available evidence, both positive and negative, it is more likely than not our deferred tax assets will not be realized, a valuation allowance is recorded.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

A. ACCOUNTING POLICIES (Concluded)

We only recognize the tax benefits from income tax positions that have a greater than 50 percent likelihood of being sustained upon examination by the taxing authorities. A liability is recorded for uncertain tax positions where it is more likely than not the position may not be sustained based on its technical merits. We record interest and penalties on our uncertain tax positions in income tax expense.

We record the tax effects of Net Controlled Foreign Corporation Tested Income related to our foreign operations, if applicable, as a component of income tax expense in the period the tax arises.

We allocate our provision for income taxes between continuing operations and other categories of earnings. Adjustments to deferred taxes originally recorded to other comprehensive income (loss) may reverse in a different category of earnings, such as continuing operations, resulting in a disproportionate tax effect within accumulated other comprehensive income. Generally, a disproportionate tax effect will be eliminated and recognized in income tax expense when the circumstances upon which it is premised cease to exist.

We include payments for the purchase of transferable tax credits in our income tax expense and in our income taxes paid disclosure in the jurisdiction in which the credits are claimed.

Recently Adopted Accounting Pronouncements. In December 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which requires additional income tax disclosures, particularly regarding the effective tax rate reconciliation and income taxes paid. We adopted this standard for annual periods beginning January 1, 2025. The adoption of this guidance modified our annual disclosures, but did not have an impact on our financial position and results of operations.

Recently Issued Accounting Pronouncements. In December 2025, the FASB issued ASU 2025-10, "Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities," which establishes guidance on the recognition, measurement, and presentation of government grants received by business entities. ASU 2025-10 is effective on a modified prospective, modified retrospective, or retrospective basis for interim and annual reporting periods beginning January 1, 2029. Early adoption is permitted. We are currently reviewing the provisions of this standard and the impact, if any, the adoption of this guidance will have on our financial position and results of operations.

In September 2025, the FASB issued ASU 2025-06, "Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software," which requires that an entity capitalize internal-use software development costs once management has authorized and committed to funding the software project and it is probable that the project will be completed and the software will be used to perform the function intended. ASU 2025-06 is effective on a prospective, modified transition, or retrospective basis for interim and annual reporting periods beginning January 1, 2028. Early adoption is permitted. We are currently reviewing the provisions of this standard and the impact, if any, the adoption of this guidance will have on our financial position and results of operations.

In July 2025, the FASB issued ASU 2025-05, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets," which provides a practical expedient that allows entities to assume the current conditions as of the balance sheet date do not change for the remaining life of the asset when estimating expected credit losses for current accounts receivable and current contract assets. ASU 2025-05 is effective on a prospective basis for interim and annual reporting periods beginning January 1, 2026. The adoption of this guidance is not expected to materially impact our financial position and results of operations.

In November 2024, the FASB issued ASU 2024-03, "Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses," which requires additional disclosure of the nature of expenses included in the income statement. ASU 2024-03 is effective on a prospective or retrospective basis for annual periods beginning January 1, 2027, and interim periods within those annual periods beginning January 1, 2028. Early adoption is permitted. The adoption of this guidance will modify our disclosures, but will not have an impact on our financial position and results of operations.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

B. ACQUISITIONS

In the third quarter of 2023, we acquired all of the share capital of Sauna360 Group Oy ("Sauna360") for approximately €124 million (\$136 million), net of cash acquired. Sauna360 has a portfolio of products that includes traditional, infrared, and wood-burning saunas as well as steam showers. The business is included within the Plumbing Products segment. In connection with this acquisition, we recognized \$22 million of indefinite-lived intangible assets, which is related to trademarks, and \$45 million of definite-lived intangible assets, primarily related to customer relationships. The definite-lived intangible assets are being amortized on a straight-line basis over a weighted average amortization period of 16 years. We also recognized \$60 million of goodwill, which is not tax deductible, and is related primarily to the expected synergies from combining the operations into our business. During the fourth quarter of 2023 and third quarter of 2024, we updated the allocation of the purchase price to certain identifiable assets and liabilities based on analysis of information as of the acquisition date, which resulted in a \$1 million decrease and a \$2 million increase to goodwill, respectively.

In the first quarter of 2021, our Hansgrohe SE subsidiary acquired a 75.1 percent equity interest in Easy Sanitary Solutions B.V. ("ESS"). The remaining 24.9 percent equity interest in ESS was subject to a call and put option that was exercisable by Hansgrohe SE or the sellers, respectively, any time after December 31, 2023. In the first quarter of 2024, the sellers exercised their put option to sell the remaining 24.9 percent equity interest in ESS for €13 million (\$15 million). The transaction was accounted for as an equity purchase transaction.

C. DIVESTITURES

In the third quarter of 2024, we sold our Kichler Lighting ("Kichler") business, a provider of decorative residential and light commercial lighting products, ceiling fans, and LED lighting systems, for consideration of \$125 million, net of cash disposed, and subject to final closing adjustments. Post-closing adjustments were finalized with the buyer in the fourth quarter of 2024. In connection with the divestiture, we recognized a loss of \$88 million, inclusive of costs to sell, for the year ended December 31, 2024, which is included in other, net in our consolidated statement of operations. The sale of Kichler did not represent a strategic shift that will have a major effect on our operations and financial results and therefore was not presented as discontinued operations. Prior to the divestiture, the results of the business were included in our Decorative Architectural Products segment.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

D. REVENUE

Our revenues are derived from sales to customers in the following geographic areas: North America and International, which are particularly in Europe. Net sales from these geographic areas, by segment, were as follows, in millions:

	Year Ended December 31, 2025		
	Plumbing Products	Decorative Architectural Products	Total
Primary geographic areas:			
North America	\$ 3,380	\$ 2,570	\$ 5,950
International	1,612	—	1,612
Total	<u>\$ 4,992</u>	<u>\$ 2,570</u>	<u>\$ 7,562</u>
	Year Ended December 31, 2024		
	Plumbing Products	Decorative Architectural Products	Total
Primary geographic areas:			
North America	\$ 3,289	\$ 2,975	\$ 6,264
International	1,564	—	1,564
Total	<u>\$ 4,853</u>	<u>\$ 2,975</u>	<u>\$ 7,828</u>
	Year Ended December 31, 2023		
	Plumbing Products	Decorative Architectural Products	Total
Primary geographic areas:			
North America	\$ 3,259	\$ 3,125	\$ 6,384
International	1,583	—	1,583
Total	<u>\$ 4,842</u>	<u>\$ 3,125</u>	<u>\$ 7,967</u>

We recognized increases to revenue of \$3 million, \$10 million, and \$12 million in 2025, 2024, and 2023, respectively, for variable consideration related to performance obligations settled in previous periods.

We record contract assets for items for which we have satisfied our performance obligation but our receipt of payment is contingent upon delivery or other circumstances other than the passage of time. Our contract assets are recorded in prepaid expenses and other in our consolidated balance sheets. Our contract assets generally become unconditional and are reclassified to receivables in the quarter subsequent to each balance sheet date. Our contract asset balance was \$2 million at both December 31, 2025 and 2024.

We record contract liabilities primarily for deferred revenue. Our contract liabilities are recorded in accrued liabilities in our consolidated balance sheets. Our contract liabilities are generally recognized to net sales in the immediately subsequent reporting period. Our contract liability balance was \$57 million and \$45 million at December 31, 2025 and 2024, respectively.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

D. REVENUE (Concluded)

Changes in the allowance for credit losses deducted from accounts receivable were as follows, in millions:

	Year Ended December 31,	
	2025	2024
Balance at January 1	\$ 10	\$ 11
Provision for expected credit losses during the period	5	4
Write-offs charged against the allowance	(7)	(6)
Recoveries of amounts previously written off	4	2
Balance at December 31	<u>\$ 12</u>	<u>\$ 10</u>

E. INVENTORIES

The components of inventory were as follows, in millions:

	At December 31,	
	2025	2024
Finished goods	\$ 620	\$ 541
Raw materials	322	300
Work in process	104	97
Total	<u>\$ 1,046</u>	<u>\$ 938</u>

Inventories, which include purchased parts, materials, direct labor and applied overhead, are stated at the lower of cost or net realizable value, with cost determined primarily by use of the first-in, first-out method, and to a lesser extent the average cost method.

F. LEASES

We have operating and finance leases primarily for corporate offices, manufacturing facilities, warehouses, vehicles, and equipment. Our leases have remaining lease terms up to 17 years, some of which may include one or more renewal options with terms to extend the lease for up to an additional 15 years, and some of which may include options to terminate the leases prior to their expiration.

The components of lease cost included in income before income taxes were as follows, in millions:

	Year Ended December 31,		
	2025	2024	2023
Operating lease cost	\$ 63	\$ 64	\$ 61
Short-term lease cost	8	9	10
Variable lease cost	6	5	7
Finance lease cost:			
Amortization of ROU assets	2	3	3
Interest on lease liabilities	—	1	1

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

F. LEASES (Continued)

Supplemental cash flow information related to leases was as follows, in millions:

	Year Ended December 31,		
	2025	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	\$ 60	\$ 54	\$ 50
Operating cash flows for finance leases	—	1	1
Financing cash flows for finance leases	2	3	3
ROU assets obtained in exchange for new lease obligations:			
Operating leases (A)	42	34	41

(A) Includes \$6 million of ROU assets obtained in exchange for new lease obligations related to the acquisition of Sauna360 in 2023.

Certain other information related to leases was as follows:

	At December 31,		
	2025	2024	2023
Weighted-average remaining lease term:			
Operating leases	9 years	9 years	10 years
Finance leases	6 years	7 years	8 years
Weighted-average discount rate:			
Operating leases	5.3 %	5.2 %	5.2 %
Finance leases	3.2 %	3.2 %	3.3 %

Supplemental balance sheet information related to leases was as follows, in millions:

	At December 31,			
	2025		2024	
	Operating Leases	Finance Leases	Operating Leases	Finance Leases
Property and equipment, net	\$ —	\$ 13	\$ —	\$ 16
Notes payable	—	2	—	3
Accrued liabilities	47	—	43	—
Long-term debt	—	12	—	14

Gross ROU assets under finance leases recorded within property and equipment, net was \$31 million and \$41 million at December 31, 2025 and 2024, respectively. Accumulated amortization associated with these leases was \$17 million and \$25 million at December 31, 2025 and 2024, respectively.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

F. LEASES (Concluded)

At December 31, 2025, future maturities of lease liabilities were as follows, in millions:

	Operating Leases	Finance Leases
Year ending December 31,		
2026	\$ 60	\$ 2
2027	50	2
2028	41	2
2029	34	2
2030	28	3
Thereafter	124	4
Total lease payments	336	16
Less: imputed interest	(68)	(2)
Total	\$ 268	\$ 14

G. PROPERTY AND EQUIPMENT

The components of property and equipment, net were as follows, in millions:

	At December 31,	
	2025	2024
Land and improvements	\$ 99	\$ 94
Buildings	667	626
Computer hardware and software	316	271
Machinery and equipment	1,546	1,435
	2,628	2,426
Less: Accumulated depreciation	(1,433)	(1,310)
Total	\$ 1,195	\$ 1,116

H. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill at December 31, 2025, by segment, was as follows, in millions:

	Gross Goodwill At December 31, 2025	Accumulated Impairment Losses	Net Goodwill At December 31, 2025
Plumbing Products	\$ 694	\$ (301)	\$ 393
Decorative Architectural Products	305	(75)	230
Total	\$ 999	\$ (376)	\$ 623

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

H. GOODWILL AND OTHER INTANGIBLE ASSETS (Concluded)

The changes in the carrying amount of goodwill for years ended December 31, 2025 and 2024, by segment, were as follows, in millions:

	Gross Goodwill At December 31, 2024	Accumulated Impairment Losses	Net Goodwill At December 31, 2024	Acquisitions	Foreign Currency Translation	Net Goodwill At December 31, 2025
Plumbing Products	\$ 667	\$ (301)	\$ 367	\$ —	\$ 26	\$ 393
Decorative Architectural Products (A)	305	(75)	230	—	—	230
Total	\$ 973	\$ (376)	\$ 597	\$ —	\$ 26	\$ 623

	Gross Goodwill At December 31, 2023	Accumulated Impairment Losses	Net Goodwill At December 31, 2023	Acquisitions (B)	Foreign Currency Translation	Net Goodwill At December 31, 2024
Plumbing Products	\$ 677	\$ (301)	\$ 377	\$ 2	\$ (12)	\$ 367
Decorative Architectural Products	366	(139)	227	4	—	230
Total	\$ 1,043	\$ (440)	\$ 604	\$ 6	\$ (12)	\$ 597

(A) As a result of the divestiture of Kichler in the third quarter of 2024, both gross goodwill and accumulated impairment losses for the Decorative Architectural Products segment were reduced by \$64 million as the goodwill had been fully impaired prior to the divestiture.

(B) In the third quarter of 2023, we acquired Sauna360 and during the third quarter of 2024, we recognized \$2 million of goodwill in our Plumbing Products segment related to this acquisition (refer to Note B for additional information). In the second quarter of 2024, we recognized \$4 million of goodwill in our Decorative Architectural Products segment related to an immaterial acquisition.

Other indefinite-lived intangible assets were \$77 million and \$79 million at December 31, 2025 and 2024, respectively, and principally included registered trademarks.

We completed our annual impairment testing of goodwill and other indefinite-lived intangible assets in the fourth quarters of 2025, 2024 and 2023. We recognized a \$5 million non-cash impairment charge within our Decorative Architectural Products segment to other indefinite-lived intangible assets in the fourth quarter of 2025 due to the loss of a customer in our paint applicator business. We recognized a \$15 million non-cash impairment charge within our Decorative Architectural Products segment to other indefinite-lived intangible assets in the fourth quarter of 2023 due to competitive market conditions and increased cost of capital in our lighting business. There was no impairment of goodwill for any of our reporting units or of our other indefinite-lived intangible assets in any of these years, other than as disclosed above.

The carrying value of our definite-lived intangible assets was \$128 million (net of accumulated amortization of \$92 million) at December 31, 2025 and \$140 million (net of accumulated amortization of \$102 million) at December 31, 2024 and principally included customer relationships with a weighted average amortization period of 13 years in both 2025 and 2024. Amortization expense related to the definite-lived intangible assets was \$20 million, \$29 million and \$31 million in 2025, 2024 and 2023, respectively.

At December 31, 2025, amortization expense related to the definite-lived intangible assets during each of the next five years will be as follows: 2026 – \$18 million; 2027 – \$18 million; 2028 – \$15 million; 2029 – \$15 million and 2030 – \$14 million.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

I. SUPPLIER FINANCE PROGRAM

We facilitate a voluntary supply chain finance program (the "program") to provide certain of our suppliers with the opportunity to sell receivables due from us to participating financial institutions at the sole discretion of both the suppliers and the financial institutions. A third party administers the program; our responsibility is limited to making payment on the terms originally negotiated with our supplier, regardless of whether the supplier sells its receivable to a financial institution. We do not enter into agreements with any of the participating financial institutions in connection with the program. Our current payment terms with a majority of our suppliers generally range from 45 to 90 days. The range of payment terms we negotiate with our suppliers is consistent, irrespective of whether a supplier participates in the program.

All outstanding payments owed under the program are recorded within accounts payable in our consolidated balance sheets. The amounts confirmed as valid under the program and included in accounts payable were \$26 million and \$36 million at December 31, 2025 and 2024, respectively. Of the amounts confirmed as valid under the program, the amounts owed to participating financial institutions were \$17 million and \$23 million at December 31, 2025 and 2024, respectively. All payments made under the program are recorded as a decrease in accounts payable and accrued liabilities, net, in our consolidated statements of cash flows.

Changes in the confirmed obligations outstanding were as follows, in millions:

	Year Ended December 31,	
	2025	2024
Confirmed obligations outstanding at January 1	\$ 36	\$ 53
Invoices confirmed	155	214
Confirmed invoices paid	(166)	(229)
Other (including currency translation and divestitures)	1	(2)
Confirmed obligations outstanding at December 31	<u>\$ 26</u>	<u>\$ 36</u>

J. ACCRUED LIABILITIES

The components of accrued liabilities were as follows, in millions:

	At December 31,	
	2025	2024
Advertising and sales promotion	\$ 234	\$ 235
Salaries, wages and commissions	154	165
Deferred revenue	57	45
Employee retirement plans	48	56
Operating lease liabilities (Note F)	47	43
Warranty (Note R)	41	41
Interest	29	29
Product returns	24	23
Insurance reserves	21	22
Property, payroll and other taxes	19	22
Income taxes payable	17	28
Other	70	58
Total	<u>\$ 761</u>	<u>\$ 767</u>

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

K. DEBT

The carrying value of outstanding debt was as follows, in millions:

	At December 31,	
	2025	2024
Notes and debentures:		
3.500%, due November 15, 2027	\$ 300	\$ 300
1.500%, due February 15, 2028	600	600
7.750%, due August 1, 2029	235	235
2.000%, due October 1, 2030	300	300
2.000%, due February 15, 2031	598	597
6.500%, due August 15, 2032	200	200
4.500%, due May 15, 2047	414	415
3.125%, due February 15, 2051	300	300
Other	14	17
Prepaid debt issuance costs	(13)	(15)
	<u>2,947</u>	<u>2,948</u>
Less: Current portion	2	3
Total long-term debt	<u>\$ 2,945</u>	<u>\$ 2,945</u>

All of the notes and debentures above are senior indebtedness and, other than the 7.750% Notes due 2029, are redeemable at our option.

At December 31, 2025, the debt maturities during each of the next five years were as follows: 2026 – \$2 million; 2027 – \$302 million; 2028 – \$602 million; 2029 – \$237 million and 2030 – \$302 million.

On April 26, 2022, we entered into a revolving credit agreement (the “2022 Credit Agreement”) with an aggregate commitment of \$1.0 billion and a maturity date of April 26, 2027. Under the 2022 Credit Agreement, at our request and subject to certain conditions, we can increase the aggregate commitment up to an additional \$500 million with the current lenders or new lenders.

The 2022 Credit Agreement provides for an unsecured revolving credit facility available to us and one of our foreign subsidiaries in U.S. dollars, European euros, British pounds sterling, and certain other currencies for revolving credit loans, swingline loans and letters of credit. Borrowings under the revolving credit loans denominated in any agreed upon currency other than U.S. dollars are limited to the equivalent of \$500 million. We can also borrow swingline loans up to \$108 million and obtain letters of credit of up to \$25 million. Outstanding letters of credit under the 2022 Credit Agreement reduce our borrowing capacity and we had no outstanding letters of credit under the 2022 Credit Agreement at December 31, 2025.

Revolving credit loans denominated in U.S. dollars bear interest under the 2022 Credit Agreement at our option, at (A) SOFR rate for the interest period in effect for the borrowing, plus 0.1%, plus an applicable margin based upon our then-applicable corporate credit ratings; or (B) a rate per annum equal to the greatest of (i) the U.S. prime rate, (ii) the Federal Reserve Bank of New York effective rate plus 0.50% and (iii) the adjusted term SOFR rate for a one month interest period, plus 1.0%; plus an applicable margin based upon our then-applicable corporate credit ratings. Foreign currency revolving credit loans denominated in British pounds sterling bear interest at a rate per annum equal to the Daily Simple SONIA, plus an applicable margin based upon our then-applicable corporate credit ratings. Foreign currency revolving credit loans denominated in European euros bear interest at the adjusted EURIBOR rate, plus an applicable margin based upon our then-applicable corporate credit ratings. The various benchmarks are subject to applicable floors.

The 2022 Credit Agreement contains financial covenants requiring us to maintain (A) a net leverage ratio, as adjusted for certain items, not exceeding 4.0 to 1.0, and (B) an interest coverage ratio, as adjusted for certain items, not less than 2.5 to 1.0.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

K. DEBT (Concluded)

In order for us to borrow under the 2022 Credit Agreement, there must not be any default in our covenants in the 2022 Credit Agreement (i.e., in addition to the two financial covenants described above, principally limitations on subsidiary debt, negative pledge restrictions, and requirements relating to legal compliance, maintenance of our properties and insurance) and our representations and warranties in the 2022 Credit Agreement must be true in all material respects on the date of borrowing (i.e., principally no material adverse change or litigation likely to result in a material adverse change, since December 31, 2021, no material ERISA or environmental non-compliance, and no material tax deficiency). We were in compliance with all covenants and no borrowings were outstanding at December 31, 2025.

On May 9, 2023, our Hansgrohe SE subsidiary entered into €70 million (\$77 million) of short-term borrowings to support working capital needs. The loans contained no financial covenants and the entire balance was repaid at December 31, 2023.

On April 26, 2022, we entered into a 364-day \$500 million senior unsecured delayed draw term loan (the "term loan") due April 26, 2023 with a syndicate of lenders. The term loan and commitments thereunder were subject to prepayment or termination at our option and the loans bore interest at SOFR plus a spread adjustment and 0.70%. The covenants, including the financial covenants, were substantially the same as those in the 2022 Credit Agreement. We repaid \$300 million during 2022 and the remaining \$200 million upon the maturity of the term loan on April 26, 2023.

Interest paid was \$100 million, \$99 million, \$107 million in 2025, 2024 and 2023, respectively.

Fair Value of Debt. The fair value of our short-term and long-term fixed-rate debt instruments is based principally upon modeled market prices for the same or similar issues, which are Level 1 inputs. The aggregate estimated market value of our short-term and long-term debt at December 31, 2025 was approximately \$2.7 billion, compared with the aggregate carrying value of \$3.0 billion. The aggregate estimated market value of our short-term and long-term debt at December 31, 2024 was approximately \$2.6 billion, compared with the aggregate carrying value of \$3.0 billion.

L. STOCK-BASED COMPENSATION

Our 2024 Long Term Stock Incentive Plan (the "2024 Plan") replaced the 2014 Long Term Stock Incentive Plan in May 2024 and provides for the issuance of stock-based incentives in various forms to our employees and non-employee Directors. At December 31, 2025, outstanding stock-based incentives were in the form of restricted stock units, performance restricted stock units, stock options, phantom stock awards and stock appreciation rights.

Pre-tax compensation expense included in income before income taxes for these stock-based incentives was as follows, in millions:

	Year Ended December 31,		
	2025	2024	2023
Restricted stock units	\$ 21	\$ 26	\$ 15
Performance restricted stock units	3	5	3
Stock options	3	4	5
Phantom stock awards and stock appreciation rights	3	4	5
Long-term stock awards	—	—	3
Total	<u>\$ 30</u>	<u>\$ 39</u>	<u>\$ 31</u>

At December 31, 2025, approximately 7.0 million shares of our common stock were available under the 2024 Plan for the granting of restricted stock units, performance restricted stock units, stock options and long-term stock awards.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

L. STOCK-BASED COMPENSATION (Continued)

Restricted Stock Units. Restricted stock units are granted to our key employees and non-employee Directors. These grants did not cause net share dilution due to our practice of repurchasing and retiring an equal number of shares in the open market.

Our restricted stock unit activity was as follows, units in thousands:

	Year Ended December 31,					
	2025		2024		2023	
	Number of Shares	Weighted Average Grant Date Fair Value	Number of Shares	Weighted Average Grant Date Fair Value	Number of Shares	Weighted Average Grant Date Fair Value
Unvested restricted stock units at January 1	738	\$ 66	796	\$ 57	1,154	\$ 57
Granted	347	75	466	73	205	56
Vested	(372)	63	(455)	57	(532)	55
Forfeited	(53)	74	(68)	68	(32)	58
Unvested restricted stock units at December 31	661	\$ 72	738	\$ 66	796	\$ 57

At December 31, 2025, 2024, and 2023, there was \$16 million, \$15 million, and \$11 million, respectively, of unrecognized compensation expense related to unvested restricted stock units; such units had a weighted average remaining vesting period of two years at December 31, 2025, 2024 and 2023.

The total market value (at the vesting date) of restricted stock units which vested was \$28 million, \$34 million, and \$28 million during 2025, 2024 and 2023, respectively.

Performance Restricted Stock Units. Under our Long Term Incentive Program ("LTIP"), we grant performance restricted stock units to certain executives. These performance restricted stock units will vest and share awards will be issued at no cost to the employees, subject to our achievement over a three-year period of specified return on invested capital performance goals, an earning per share metric, and a relative total shareholder return metric that have been established by our Compensation Committee for the performance period. To receive the award, the participant must be employed through the share award date. Except that, beginning with the 2025 grant, participants who conclude service and are retirement eligible or whose employment ends under certain qualifying conditions will receive an award, if the established performance goals for the respective LTIP are met, prorated to reflect the time the participant was employed during the applicable performance period. Performance restricted stock units are granted at a target number; based on our performance, the number of performance restricted stock units that vest can be adjusted downward to zero and upward to a maximum of 200 percent of the target number.

During 2025, we granted approximately 121,000 performance restricted stock units with a weighted average grant date fair value of approximately \$71 per share, no performance restricted stock units were issued and 83,000 performance restricted stock units were forfeited. At December 31, 2025, there were approximately 91,000 shares vested but unissued. During 2024, we granted approximately 70,000 performance restricted stock units with a grant date fair value of approximately \$75 per share, approximately 48,000 performance restricted stock units were issued and 6,000 performance restricted stock units were forfeited. During 2023, we granted approximately 99,000 performance restricted stock units with a grant date fair value of approximately \$52 per share, approximately 253,000 performance restricted stock units were issued and no performance restricted stock units were forfeited. At December 31, 2023, there were approximately 59,000 shares vested but unissued.

Stock Options. Stock options are granted to certain senior executives. The exercise price equals the market price of our common stock at the grant date and the stock options expire no later than 10 years after the grant date.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

L. STOCK-BASED COMPENSATION (Continued)

Our stock option activity was as follows, shares in thousands:

	Year Ended December 31,					
	2025		2024		2023	
	Number of Shares	Weighted Average Exercise Price	Number of Shares	Weighted Average Exercise Price	Number of Shares	Weighted Average Exercise Price
Outstanding stock options at January 1	1,048	\$ 56	2,254	\$ 45	2,988	\$ 39
Granted	256	75	201	73	228	57
Exercised	(115)	42	(1,397)	41	(940)	29
Forfeited	(90)	77	(10)	57	(22)	36
Outstanding stock options at December 31	1,099	\$ 60	1,048	\$ 56	2,254	\$ 45

The aggregate intrinsic value is calculated using our stock price at each respective date, less the exercise price (grant date price) multiplied by the number of shares. The aggregate intrinsic value for options exercised during 2025, 2024 and 2023 was \$4 million, \$48 million and \$26 million, respectively. The weighted-average remaining term for options outstanding at December 31, 2025, 2024 and 2023 was six years, seven years and six years, respectively.

The following table summarizes information for stock options vested and expected to vest and exercisable (vested) stock options, shares in thousands:

	Year Ended December 31,					
	2025		2024		2023	
	Vested and Expected to Vest Stock Options	Exercisable (Vested) Stock Options	Vested and Expected to Vest Stock Options	Exercisable (Vested) Stock Options	Vested and Expected to Vest Stock Options	Exercisable (Vested) Stock Options
Number of shares	1,068	726	1,040	592	2,248	1,621
Weighted average exercise price	\$ 60	\$ 55	\$ 56	\$ 49	\$ 45	\$ 42
Aggregate intrinsic value	\$ 7 million	\$ 7 million	\$ 18 million	\$ 14 million	\$ 48 million	\$ 41 million
Weighted-average remaining term	6 years	5 years	7 years	5 years	6 years	5 years

Unrecognized compensation expense (using the Black-Scholes option pricing model at the grant date) related to unvested stock options was \$2 million at December 31, 2025 and \$1 million at both December 31, 2024 and 2023; such options had a weighted average remaining vesting period of two years at December 31, 2025, 2024 and 2023.

The weighted average grant date fair value of option shares granted and the assumptions used to estimate those values using a Black-Scholes option pricing model were as follows:

	Year Ended December 31,		
	2025	2024	2023
Weighted average grant date fair value	\$ 23.98	\$ 23.71	\$ 16.91
Risk-free interest rate	4.51 %	4.38 %	3.95 %
Dividend yield	1.66 %	1.59 %	2.02 %
Volatility factor	30.42 %	31.00 %	31.00 %
Expected option life	6 years	6 years	6 years

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

L. STOCK-BASED COMPENSATION (Concluded)

Phantom Stock Awards and Stock Appreciation Rights. Certain non-U.S. employees are granted phantom stock awards and SARs.

In 2025, 2024 and 2023, we granted approximately 47,000, 42,000, and 57,000 shares, respectively, of phantom stock awards with an aggregate fair value of \$4 million in 2025 and \$3 million in both 2024 and 2023 and paid cash of \$4 million in 2025, \$5 million in 2024 and \$4 million in 2023 to settle phantom stock awards.

Information related to phantom stock awards was as follows, dollars in millions and shares in thousands:

	At December 31,			
	2025		2024	
Accrued compensation cost liability	\$	4	\$	5
Unrecognized compensation cost	\$	1	\$	2
Equivalent common shares		85		96

No SARs were granted in 2025 and 2024 and we granted 22,000 SARs in 2023. During 2025, 7,000 SARs were forfeited and 15,000 SARs remained outstanding, all of which were vested at December 31, 2025.

Long-Term Stock Awards. Prior to 2020, we granted long-term stock awards to our key employees and non-employee Directors. As of December 31, 2024, all long-term stock awards had vested.

The total market value (at the vesting date) of stock award shares which vested was \$5 million and \$10 million during 2024 and 2023, respectively.

M. EMPLOYEE RETIREMENT PLANS

Substantially all salaried employees participate in non-contributory defined-contribution retirement plans, to which payments are determined annually by the Compensation Committee. We also sponsor qualified defined-benefit and non-qualified defined-benefit pension plans covering certain employees and former employees.

Pre-tax expense included in income before income taxes related to our retirement plans was as follows, in millions:

	Year Ended December 31,					
	2025		2024		2023	
Defined-contribution plans	\$	49	\$	60	\$	68
Defined-benefit pension plans		8		9		9
	\$	58	\$	69	\$	78

Substantially all our domestic and foreign qualified and domestic non-qualified defined-benefit pension plans were frozen to future benefit accruals.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

M. EMPLOYEE RETIREMENT PLANS (Continued)

Changes in the projected benefit obligation and fair value of plan assets, and the funded status of our defined-benefit pension plans were as follows, in millions:

	At Year Ended December 31,			
	2025		2024	
	Qualified	Non-Qualified	Qualified	Non-Qualified
Changes in projected benefit obligation:				
Projected benefit obligation at January 1	\$ 125	\$ 101	\$ 136	\$ 108
Service cost	2	—	2	—
Interest cost	5	5	4	5
Actuarial (gain) loss, net	(17)	5	(4)	(1)
Foreign currency exchange	16	—	(8)	—
Benefit payments	(5)	(12)	(4)	(12)
Projected benefit obligation at December 31	<u>\$ 126</u>	<u>\$ 100</u>	<u>\$ 125</u>	<u>\$ 101</u>
Changes in fair value of plan assets:				
Fair value of plan assets at January 1	\$ 92	\$ —	\$ 90	\$ —
Actual return on plan assets	(3)	—	8	—
Foreign currency exchange	12	—	(5)	—
Company contributions	5	12	4	12
Benefit payments	(5)	(12)	(4)	(12)
Fair value of plan assets at December 31	<u>\$ 101</u>	<u>\$ —</u>	<u>\$ 92</u>	<u>\$ —</u>
Funded status at December 31	<u>\$ (25)</u>	<u>\$ (100)</u>	<u>\$ (33)</u>	<u>\$ (101)</u>

Amounts in our consolidated balance sheets were as follows, in millions:

	At December 31,			
	2025		2024	
	Qualified	Non-Qualified	Qualified	Non-Qualified
Other assets	\$ 2	\$ —	\$ 1	\$ —
Accrued liabilities	—	(11)	—	(11)
Other liabilities	(27)	(88)	(35)	(89)
Total net liability	<u>\$ (25)</u>	<u>\$ (100)</u>	<u>\$ (33)</u>	<u>\$ (101)</u>

Unrealized loss included in accumulated other comprehensive income before income taxes was as follows, in millions:

	At December 31,			
	2025		2024	
	Qualified	Non-Qualified	Qualified	Non-Qualified
Net loss	\$ 8	\$ 28	\$ 17	\$ 24
Net prior service cost	1	—	1	—
Total	<u>\$ 9</u>	<u>\$ 28</u>	<u>\$ 19</u>	<u>\$ 24</u>

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

M. EMPLOYEE RETIREMENT PLANS (Continued)

Information for defined-benefit pension plans with an accumulated benefit obligation in excess of plan assets was as follows, in millions:

	At December 31,			
	2025		2024	
	Qualified	Non-Qualified	Qualified	Non-Qualified
Projected benefit obligation	\$ 124	\$ 100	\$ 123	\$ 101
Accumulated benefit obligation	124	100	123	101
Fair value of plan assets	97	—	88	—

The projected benefit obligation was in excess of plan assets for all of our qualified defined-benefit pension plans at December 31, 2025 and 2024 which had an accumulated benefit obligation in excess of plan assets.

Net periodic pension cost for our defined-benefit pension plans, with the exception of service cost, is recorded in other, net, in our consolidated statements of operations. Net periodic pension cost for our defined-benefit pension plans was as follows, in millions:

	Year Ended December 31,					
	2025		2024		2023	
	Qualified	Non-Qualified	Qualified	Non-Qualified	Qualified	Non-Qualified
Service cost	\$ 2	\$ —	\$ 2	\$ —	\$ 2	\$ —
Interest cost	5	5	4	5	4	6
Expected return on plan assets	(5)	—	(5)	—	(4)	—
Recognized net loss	—	1	1	1	—	1
Net periodic pension cost	\$ 2	\$ 6	\$ 2	\$ 6	\$ 3	\$ 7

We expect to recognize \$3 million of pre-tax net loss from accumulated other comprehensive income into net periodic pension cost in 2026 related to our defined-benefit pension plans. For plans in which almost all of the plan's participants are inactive, pre-tax net loss within accumulated other comprehensive income is amortized using the straight-line method over the remaining life expectancy of the inactive plan participants. For all other plans, pre-tax net loss within accumulated other comprehensive income is amortized using the straight-line method over the average remaining service period of the active employees expected to receive benefits from the plan.

Plan Assets. Our qualified defined-benefit pension plan weighted average asset allocation, which is based upon fair value, was as follows:

	At December 31,	
	2025	2024
Equity securities	33 %	32 %
Debt securities	35 %	31 %
Other	33 %	38 %
Total	100 %	100 %

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

M. EMPLOYEE RETIREMENT PLANS (Continued)

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2025 compared to December 31, 2024.

Common and preferred stocks and short-term and other investments: Valued at the closing price reported on the active market on which the individual securities are traded. Other investments include liability-driven investments in interest rate swap funds that are priced daily based on the use of observable inputs.

Corporate, government and other debt securities: Valued based on using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

Real estate: Real estate consists of property funds valued based on the underlying investments, which include inputs such as cost, discounted future cash flows, independent appraisals and market based comparable data. There is no active trading market for these investments, and they are generally illiquid. Due to the significant unobservable inputs, the fair value measurements used to estimate fair value are a Level 3 input.

Buy-in annuity: Valued based on the associated benefit obligation for which the buy-in annuity covers the benefits, which approximates fair value. Such basis is determined based on various assumptions, including the discount rate and mortality rate.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while we believe our valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth, by level within the fair value hierarchy, the qualified defined-benefit pension plan assets at fair value as of December 31, 2025 and 2024, in millions.

	At December 31, 2025			
	Level 1	Level 2	Level 3	Total
Plan Assets				
Common and preferred stocks:				
<i>United States</i>	\$ 21	\$ —	\$ —	\$ 21
<i>International</i>	12	—	—	12
Corporate, government and other debt securities:				
<i>United States</i>	—	6	—	6
<i>International</i>	—	28	—	28
Real estate:				
<i>International</i>	—	—	13	13
Buy-in annuity:				
<i>International</i>	—	3	—	3
Short-term and other investments:				
<i>International</i>	4	14	—	18
Total plan assets	<u>\$ 37</u>	<u>\$ 52</u>	<u>\$ 13</u>	<u>\$ 101</u>

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

M. EMPLOYEE RETIREMENT PLANS (Continued)

	At December 31, 2024			
	Level 1	Level 2	Level 3	Total
Plan Assets				
Common and preferred stocks:				
<i>United States</i>	\$ 18	\$ —	\$ —	\$ 18
<i>International</i>	11	—	—	11
Corporate, government and other debt securities:				
<i>United States</i>	—	6	—	6
<i>International</i>	—	22	—	22
Real estate:				
<i>International</i>	—	—	11	11
Buy-in annuity:				
<i>International</i>	—	2	—	2
Short-term and other investments:				
<i>International</i>	3	18	—	21
Total plan assets	<u>\$ 33</u>	<u>\$ 48</u>	<u>\$ 11</u>	<u>\$ 92</u>

Changes in the fair value of the qualified defined-benefit pension plan Level 3 assets were as follows, in millions:

	Year Ended December 31,	
	2025	2024
Fair value, January 1	\$ 11	\$ 12
Currency translation	2	(1)
Fair value, December 31	<u>\$ 13</u>	<u>\$ 11</u>

Assumptions. Weighted average major assumptions used in accounting for our defined-benefit pension plans were as follows:

	At December 31,		
	2025	2024	2023
Discount rate for obligations	4.60 %	4.30 %	4.00 %
Expected return on plan assets	5.00 %	4.80 %	5.50 %
Rate of compensation increase	— %	— %	— %
Discount rate for net periodic pension cost	4.30 %	4.00 %	4.50 %

The discount rate for obligations for 2025, 2024 and 2023 is based primarily upon the expected duration of each defined-benefit pension plan's liabilities matched to spot rates along a high-quality corporate bond yield curve for the geography of the individual plans. At December 31, 2025, such rates for our defined-benefit pension plans ranged from 1.8 percent to 5.1 percent, with the most significant portion of the liabilities having a discount rate for obligations of 4.2 percent or higher. At December 31, 2024, such rates for our defined-benefit pension plans ranged from 2.1 percent to 5.4 percent, with the most significant portion of the liabilities having a discount rate for obligations of 3.4 percent or higher. At December 31, 2023, such rates for our defined-benefit pension plans ranged from 1.9 percent to 5.0 percent, with the most significant portion of the liabilities having a discount rate for obligations of 3.2 percent or higher. The increase in the weighted average discount rate from both 2023 to 2024 and 2024 to 2025 is principally due to higher long-term interest rates in the bond markets.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

M. EMPLOYEE RETIREMENT PLANS (Concluded)

The asset allocation of the investment portfolio was developed with the objective of achieving our expected rate of return and reducing volatility of asset returns, and considered the freezing of future benefits. The fixed-income portfolio is invested in corporate bonds, bond index funds and U.S. Treasury securities. Although we would expect alternative investments to yield a higher rate of return than the targeted overall long-term return, these investments are subject to greater volatility and would be less liquid than financial instruments that trade on public markets.

The fair value of our plan assets is subject to risk including significant concentrations of risk in our plan assets related to equity, interest rate and operating risk. In order to ensure plan assets are sufficient to pay benefits, a portion of our foreign qualified plans' assets are allocated to equity investments and real assets that are expected, over time, to earn higher returns with more volatility than fixed-income investments which more closely match pension liabilities. Within equity, risk is mitigated by targeting a portfolio that is broadly diversified by geography, market capitalization, manager mandate size, investment style and process.

In order to minimize asset volatility relative to the liabilities, a significant portion of plan assets are allocated to fixed-income investments that are exposed to interest rate risk. Rate increases generally will result in a decline in fixed-income assets, while reducing the present value of the liabilities. Conversely, rate decreases will increase fixed income assets, partially offsetting the related increase in the liabilities.

Potential events or circumstances that could have a negative effect on estimated fair value include the risks of inadequate diversification and other operating risks. To mitigate these risks, investments are diversified across and within asset classes in support of investment objectives. Policies and practices to address operating risks include ongoing manager oversight, plan and asset class investment guidelines and instructions that are communicated to managers, and periodic compliance and audit reviews to ensure adherence to these policies. In addition, we periodically seek the input of our independent advisor to ensure the investment policy is appropriate.

Cash Flows. At December 31, 2025, we expect to contribute approximately \$11 million in 2026 to our non-qualified (domestic) defined-benefit pension plans.

At December 31, 2025, the benefits expected to be paid in each of the next five years, and in aggregate for the five years thereafter, relating to our defined-benefit pension plans, were as follows, in millions:

	Qualified Plans	Non-Qualified Plans
2026	\$ 8	\$ 11
2027	6	11
2028	6	11
2029	6	10
2030	7	10
2031 - 2035	36	40

N. SHAREHOLDERS' EQUITY

Effective October 20, 2022, our Board of Directors authorized the repurchase, for retirement, of up to \$2.0 billion of shares of our common stock, exclusive of excise tax, in open-market transactions or otherwise. During 2025, we repurchased and retired 8.5 million shares of our common stock (including 0.3 million shares to offset the dilutive impact of restricted stock units granted in 2025) for \$576 million, inclusive of excise tax of \$5 million. At December 31, 2025, we had \$325 million remaining under the 2022 authorization.

During 2024, we repurchased and retired 10.0 million shares of our common stock (including 0.5 million shares to offset the dilutive impact of restricted stock units granted in 2024) for \$757 million, inclusive of excise tax of \$6 million.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

N. SHAREHOLDERS' EQUITY (Concluded)

During 2023, we repurchased and retired 6.2 million shares of our common stock (including 0.2 million shares to offset the dilutive impact of restricted stock units granted in 2023) for \$356 million, inclusive of excise tax of \$3 million.

Effective February 10, 2026, our Board of Directors authorized the repurchase, for retirement, of up to \$2.0 billion of shares of our common stock, exclusive of excise tax, in open-market transactions or otherwise, replacing the previous Board of Directors authorization established in 2022.

We have declared and paid cash dividends per common share of \$1.24 in 2025, \$1.16 in 2024 and \$1.14 in 2023.

Accumulated Other Comprehensive Income. The components of accumulated other comprehensive income attributable to Masco Corporation were as follows, in millions:

	At December 31,			
	2025		2024	
Currency translation adjustments, net	\$	332	\$	237
Unrecognized net loss and prior service cost, net		(34)		(36)
Accumulated other comprehensive income	\$	298	\$	201

O. SEGMENT INFORMATION

Our reportable segments are as follows:

Plumbing Products – principally includes faucets, plumbing system components and valves, showerheads and handheld showers, bath hardware and accessories, bathing units, tubs and shower bases and enclosures, shower drains, steam shower systems, water filtration systems, sinks, kitchen accessories, spas, exercise pools, aquatic fitness systems, and saunas.

Decorative Architectural Products – principally includes paints and other coating products, paint applicators and accessories, cabinet and other hardware, shower doors and, until the divestiture of Kichler in the third quarter of 2024, lighting fixtures, ceiling fans, landscape lighting and LED lighting systems.

The above products are sold to the residential repair and remodel and to a lesser extent the new home construction markets through home center retailers, online retailers, wholesalers and distributors, mass merchandisers, hardware stores, direct to the consumer and homebuilders.

Our operations are principally located in North America and Europe. Our country of domicile is the United States of America.

Other than those assets specifically identified within a segment, corporate assets consist primarily of property and equipment, ROU assets, deferred tax assets, cash and cash investments and other investments. Our accounting policies are consistently applied by our segments.

Our segments are based upon similarities in products and represent the aggregation of operating units for which financial information is regularly provided to our Chief Operating Decision Maker ("CODM"), who is our President and Chief Executive Officer. Our CODM uses segment net sales and operating profit in assessing segment performance and deciding how to allocate resources by comparing budget to actual results and assessing year-over-year variances.

Subsequent to December 31, 2025, we announced that we will implement an internal reorganization to further streamline our business and optimize operations resulting in the integration of our Liberty Hardware ("Liberty") business, a distributor of cabinet and other hardware and shower doors, into our Delta Faucet business. Prior to this reorganization Liberty has historically been included in our Decorative Architectural Products segment. As a result of the integration, beginning with our Quarterly Report on Form 10-Q for the period ending March 31, 2026, Liberty will be included in our Plumbing Products segment rather than our Decorative Architectural Products segment and we will also reflect the change in the comparable prior period.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

O. SEGMENT INFORMATION (Continued)

Information by segment as of December 31, 2025 was as follows, in millions:

	Year Ended December 31, 2025		
	Plumbing Products	Decorative Architectural Products	Total
Net sales (A) (B) (C)	\$ 4,992	\$ 2,570	\$ 7,562
Operating expenses (D)	4,059	2,099	
Impairment charges for other intangible assets	—	5	
Corporate expenses (E)	38	24	
Segment operating profit	\$ 895	\$ 443	\$ 1,338
General corporate expense, net (E)			(89)
Operating profit			1,248
Other income (expense), net			(114)
Income before income taxes			\$ 1,135

	Year Ended December 31, 2024		
	Plumbing Products	Decorative Architectural Products	Total
Net sales (A) (B) (C)	\$ 4,853	\$ 2,975	\$ 7,828
Operating expenses (D)	3,896	2,395	
Impairment charges for other intangible assets	—	—	
Corporate expenses (E)	46	31	
Segment operating profit	\$ 911	\$ 549	\$ 1,460
General corporate expense, net (E)			(97)
Operating profit			1,363
Other income (expense), net			(202)
Income before income taxes			\$ 1,161

	Year Ended December 31, 2023		
	Plumbing Products	Decorative Architectural Products	Total
Net sales (A) (B) (C)	\$ 4,842	\$ 3,125	\$ 7,967
Operating expenses (D)	3,934	2,506	
Impairment charges for other intangible assets	—	15	
Corporate expenses (E)	47	25	
Segment operating profit	\$ 861	\$ 578	\$ 1,439
General corporate expense, net (E)			(91)
Operating profit			1,348
Other income (expense), net			(110)
Income before income taxes			\$ 1,238

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

O. SEGMENT INFORMATION (Concluded)

	Property Additions (F)			Depreciation and Amortization			Assets (G)		
	Year Ended December 31,			Year Ended December 31,			At December 31,		
	2025	2024	2023	2025	2024	2023	2025	2024	2023
Plumbing Products	\$ 119	\$ 122	\$ 161	\$ 111	\$ 108	\$ 107	\$ 3,383	\$ 3,131	\$ 3,140
Decorative Architectural Products	33	44	76	30	35	35	1,355	1,435	1,696
Corporate	3	2	6	7	7	7	463	450	527
Total	\$ 156	\$ 168	\$ 243	\$ 148	\$ 150	\$ 149	\$ 5,201	\$ 5,016	\$ 5,363

- (A) Intra-company sales between segments were not material and have been excluded from net sales.
- (B) Included in net sales were sales to one customer of \$2,859 million, \$3,010 million and \$3,070 million in 2025, 2024 and 2023, respectively. Such net sales were included in each of our segments.
- (C) Net sales from our operations in the U.S. were \$5,674 million, \$5,996 million and \$6,140 million in 2025, 2024 and 2023, respectively.
- (D) Operating expenses included cost of sales and selling, general and administrative expenses.
- (E) Corporate expenses included specific corporate overhead allocated to each segment. General corporate expense, net included those expenses not specifically attributable to our segments.
- (F) Property additions exclude amounts paid for long-lived assets as part of acquisitions.
- (G) Long-lived assets of our operations in the U.S. and Europe were \$1,322 million and \$720 million, \$1,323 million and \$638 million, and \$1,459 million and \$677 million at December 31, 2025, 2024 and 2023, respectively.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

P. INCOME TAXES

Components of income taxes on income before income taxes and the components of deferred tax assets and liabilities were as follows, in millions:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Income before income taxes:			
U.S.	\$ 889	\$ 881	\$ 968
Foreign	246	280	270
	<u>\$ 1,135</u>	<u>\$ 1,161</u>	<u>\$ 1,238</u>
Income tax expense:			
Currently payable:			
U.S. Federal	\$ 123	\$ 153	\$ 189
State and local	17	26	47
Foreign	74	80	74
Deferred:			
U.S. Federal	51	14	—
State and local	8	9	(39)
Foreign	4	5	7
	<u>\$ 277</u>	<u>\$ 287</u>	<u>\$ 278</u>
Deferred tax assets at December 31:			
Receivables	\$ 9	\$ 8	
Inventories	16	13	
Other assets, including stock-based compensation	7	8	
Accrued liabilities	43	48	
Noncurrent operating lease liabilities	46	44	
Other long-term liabilities	46	49	
Capitalized research expenditures	—	48	
Net operating loss carryforward	52	57	
Tax credit carryforward	7	8	
	<u>226</u>	<u>283</u>	
Valuation allowance	(27)	(27)	
	<u>199</u>	<u>256</u>	
Deferred tax liabilities at December 31:			
Property and equipment	83	77	
Operating lease right-of-use assets	49	45	
Intangibles	79	80	
Investment in foreign subsidiaries	16	14	
Other	17	16	
	<u>244</u>	<u>232</u>	
Net deferred tax (liability) asset at December 31	<u>\$ (45)</u>	<u>\$ 24</u>	

The net deferred tax (liability) asset consisted of net deferred tax assets (included in other assets) of \$50 million and \$62 million, and net deferred tax liabilities (included in other liabilities) of \$95 million and \$38 million, at December 31, 2025 and 2024, respectively.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

P. INCOME TAXES (Continued)

In the fourth quarter of 2023, we recognized a \$29 million state income tax benefit, net of federal expense, due to a legal restructuring of certain U.S. businesses that occurred in early 2024 which allowed for the utilization of certain loss carryforwards that were not previously recognized.

We continue to maintain a valuation allowance of \$27 million on certain state and foreign deferred tax assets as of both December 31, 2025 and 2024 due primarily to cumulative losses in those jurisdictions and net operating losses that are expected to expire unused.

Our capital allocation strategy includes reinvesting in our business, maintaining an investment grade credit rating, maintaining a relevant dividend and deploying excess free cash flow to share repurchases or acquisitions. In order to provide greater flexibility in the execution of our capital allocation strategy, we may repatriate earnings from certain foreign subsidiaries. Our deferred tax balance on investment in foreign subsidiaries reflects the impact of all taxable temporary differences, including those related to substantially all undistributed foreign earnings, except those that are legally restricted, and consists primarily of foreign withholding taxes.

Of the \$59 million and \$65 million deferred tax assets related to the net operating loss and tax credit carryforwards at December 31, 2025 and 2024, respectively, \$40 million and \$46 million, respectively, will expire between 2026 and 2045, if unused, and \$19 million for both periods have no expiration.

A reconciliation of income tax expense at the U.S. Federal statutory tax rate to the income tax expense on income before income taxes was as follows, in millions:

	Year Ended December 31,					
	2025		2024		2023	
Income tax expense at U.S. Federal statutory tax rate	\$ 238	21.0 %	\$ 244	21.0 %	\$ 260	21.0 %
State and local tax effects, net of U.S. Federal tax benefit (A) :						
State and local taxes	32	2.8	26	2.2	29	2.3
Valuation allowance	(2)	(0.2)	(1)	(0.1)	(29)	(2.3)
Foreign tax effects:						
Germany:						
Municipal taxes	15	1.4	19	1.6	17	1.3
Other	5	0.4	—	—	(3)	(0.2)
Other foreign jurisdictions	6	0.5	8	0.7	10	0.8
Effect of cross-border tax laws	(1)	(0.1)	(4)	(0.3)	(4)	(0.3)
Tax credits	(7)	(0.6)	(8)	(0.7)	(8)	(0.6)
Nontaxable or nondeductible items:						
Stock-based compensation	(2)	(0.2)	(10)	(0.9)	(6)	(0.5)
Nondeductible expense	3	0.3	9	0.8	6	0.5
Changes in unrecognized tax benefits	(10)	(0.9)	3	0.3	7	0.6
Other adjustments	—	—	1	0.1	(1)	(0.1)
Income tax expense	<u>\$ 277</u>	<u>24.4 %</u>	<u>\$ 287</u>	<u>24.7 %</u>	<u>\$ 278</u>	<u>22.5 %</u>

(A) The states that contribute to the majority (greater than 50%) of the tax effect in this category include California, New Jersey, Illinois, and New York for 2025; California, New York, New Jersey, Texas, and Michigan for 2024; and California, Florida, Maryland, Georgia, Oregon, and Tennessee for 2023.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

P. INCOME TAXES (Concluded)

Income taxes paid by jurisdiction, exceeding 5% of the total income taxes paid by year, were as follows, in millions:

	Year Ended December 31,		
	2025	2024	2023
U.S. Federal	\$ 110	\$ 160	\$ 194
State and local	27	26	36
Foreign:			
Germany:			
Corporate income tax	31	24	34
Schiltach municipal tax	15		
Other	10	17	23
China	15		
Other foreign jurisdictions	28	33	41
Total	<u>\$ 236</u>	<u>\$ 260</u>	<u>\$ 328</u>

A reconciliation of the beginning and ending liability for uncertain tax positions is as follows, in millions:

	2025	2024
Balance at January 1	\$ 85	\$ 84
Current year tax positions:		
Additions	14	14
Reductions	(4)	(1)
Prior year tax positions:		
Additions	—	1
Reductions	(1)	—
Lapse of applicable statutes of limitation	(21)	(13)
Balance at December 31	<u>\$ 73</u>	<u>\$ 85</u>
Liability for interest and penalties	15	16
Balance at December 31, including interest and penalties	<u>\$ 88</u>	<u>\$ 101</u>

If recognized, \$58 million and \$67 million of the liability for uncertain tax positions at December 31, 2025 and 2024, respectively, net of any U.S. Federal tax benefit, would impact our effective tax rate.

Interest and penalties recognized in income tax expense were insignificant in years ended December 31, 2025, 2024 and 2023.

Of the \$88 million and \$101 million total liability for uncertain tax positions (including related interest and penalties) at December 31, 2025 and 2024, respectively, \$84 million and \$97 million are recorded in other liabilities, respectively, and \$4 million in both periods is recorded as a net offset to other assets.

We file income tax returns in the U.S. Federal jurisdiction, and various local, state and foreign jurisdictions. We continue to participate in the Compliance Assurance Process ("CAP"). CAP is a real-time audit of the U.S. Federal income tax return that allows the Internal Revenue Service ("IRS"), working in conjunction with us, to determine tax return compliance with the U.S. Federal tax law prior to filing the return. This program provides us with greater certainty about our tax liability for a given year within months, rather than years, of filing our annual tax return and greatly reduces the need for recording a liability for U.S. Federal uncertain tax positions. The IRS has completed their examination of our consolidated U.S. Federal tax returns through 2024. With few exceptions, we are no longer subject to state or foreign income tax examinations on filed returns for years before 2021.

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Q. INCOME PER COMMON SHARE

Basic and diluted income per common share are computed by dividing net income attributable to common shareholders by the weighted average common shares outstanding in the period. Reconciliations of the numerators and denominators used in the computations of basic and diluted income per common share were as follows, in millions:

	Year Ended December 31,		
	2025	2024	2023
Numerator (basic and diluted):			
Net income	\$ 810	\$ 822	\$ 908
Less: Allocation to unvested restricted stock awards	—	—	—
Net income attributable to common shareholders	<u>\$ 810</u>	<u>\$ 822</u>	<u>\$ 908</u>
Denominator:			
Basic common shares (based upon weighted average)	209	218	225
Add: Dilutive effect of stock options and other stock-based incentives	—	1	1
Diluted common shares	<u>210</u>	<u>219</u>	<u>226</u>

We follow accounting guidance regarding determining whether instruments granted in share-based payment transactions are participating securities. This accounting guidance clarifies that share-based payment awards that entitle their holders to receive non-forfeitable dividends prior to vesting should be considered participating securities. The dividends associated with the unvested restricted stock units are forfeitable, and consequently, the restricted stock units are not considered a participating security and are not accounted for under the two-class method. We have also granted restricted stock awards that contain non-forfeitable rights to dividends on unvested shares; such unvested restricted stock awards are considered participating securities. As participating securities, the unvested shares are required to be included in the calculation of our basic income per common share, using the two-class method. The two-class method of computing income per common share is an allocation method that calculates income per share for each class of common stock and participating security according to dividends declared and participation rights in undistributed earnings. For the year ended December 31, 2025, diluted income per common share was calculated using the treasury stock method. For the years ended December 31, 2024 and 2023, we allocated dividends and undistributed earnings to the participating securities under the two-class method.

The following stock options, restricted stock units and performance restricted stock units were excluded from the computation of weighted-average diluted common shares outstanding due to their anti-dilutive effect, in thousands:

	Year Ended December 31,		
	2025	2024	2023
Number of stock options	375	176	871
Number of restricted stock units	—	—	5
Number of performance restricted stock units	41	47	—

MASCO CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONCLUDED)

R. OTHER COMMITMENTS AND CONTINGENCIES

Litigation. We are involved in claims and litigation, including class actions, mass torts and regulatory proceedings, which arise in the ordinary course of our business. The types of matters may include, among others: advertising, competition, contract, data privacy, employment, environmental, insurance coverage, intellectual property, personal injury, product compliance, product liability, securities and warranty. We are also subject to product safety regulations, product recalls and direct claims for product liabilities. We believe the likelihood that the outcome of these claims, litigation and product safety matters would have a material adverse effect on us is remote. However, there is no assurance that we will prevail in these matters, and we could, in the future, incur judgments or penalties, enter into settlements of claims or revise our expectations regarding the outcome of these matters, which could materially impact our results of operations.

Warranty. Changes in our warranty liability were as follows, in millions:

	Year Ended December 31,	
	2025	2024
Balance at January 1	\$ 81	\$ 83
Accruals for warranties issued during the year	35	38
Accruals related to pre-existing warranties	11	8
Settlements made (in cash or kind) during the year	(41)	(43)
Other, net (including currency translation and divestitures)	2	(4)
Balance at December 31	<u>\$ 88</u>	<u>\$ 81</u>

Other Matters. We enter into contracts, which include reasonable and customary indemnifications that are standard for the industries in which we operate. Such indemnifications include claims made against builders by homeowners for issues relating to our products and workmanship. In conjunction with divestitures and other transactions, we occasionally provide reasonable and customary indemnifications. We have not paid a material amount related to these indemnifications, and we evaluate the probability that amounts may be incurred and record an estimated liability when it is probable and reasonably estimable.

S. INSURANCE SETTLEMENT

During the third quarter of 2023, we received an insurance settlement payment in our Decorative Architectural Products segment related to lost sales resulting from a weather event that occurred in Texas in 2021 which impacted the operations of a resin supplier and interrupted our ability to manufacture certain paints and other coating products. The insurance settlement payment increased gross profit and operating profit by \$40 million for the year ended December 31, 2023.

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

Not applicable.

Item 9A. Controls and Procedures.

a. Evaluation of Disclosure Controls and Procedures.

The Company's Principal Executive Officer and Principal Financial Officer have concluded, based on an evaluation of the Company's disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) or 15d-15(e)) as required by paragraph (b) of Exchange Act Rules 13a-15 or 15d-15 that, as of December 31, 2025, the Company's disclosure controls and procedures were effective.

b. Management's Report on Internal Control over Financial Reporting.

Management's report on the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) is included in this Report under Item 8. Financial Statements and Supplementary Data, under the heading, "Management's Report on Internal Control over Financial Reporting" and is incorporated herein by reference. The report of our independent registered public accounting firm is also included under Item 8, under the heading, "Report of Independent Registered Public Accounting Firm" and is incorporated herein by reference.

c. Changes in Internal Control over Financial Reporting.

In connection with the evaluation of the Company's internal control over financial reporting that occurred during the quarter ended December 31, 2025, which is required under the Securities Exchange Act of 1934 by paragraph (d) of Exchange Rules 13a-15 or 15d-15 (as defined in paragraph (f) of Rule 13a-15), management determined that there was no change that materially affected or is reasonably likely to materially affect internal control over financial reporting.

Item 9B. Other Information.

Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

During the three months ended December 31, 2025, none of our officers or directors adopted or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement.

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

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Our Code of Ethics applies to all employees, officers and directors including our Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer, and is posted on our website at www.masco.com. Amendments to or waivers of our Code of Ethics for directors and executive officers, if any, will be posted on our website.

We maintain insider trading policies and procedures governing the purchase, sale, and/or other dispositions of our securities by our directors, officers, and employees that we believe are reasonably designed to promote compliance with insider trading laws, rules, and regulations, and the exchange listing standards applicable to us. In addition, it is our policy to comply with applicable securities and state laws, including insider trading laws, when engaging in transactions in our securities. A copy of our insider trading policy is incorporated by reference as Exhibit 19 to this annual report on Form 10-K.

Other information required by this Item will be contained in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders, to be filed before April 28, 2026, and such information is incorporated herein by reference.

Item 11. Executive Compensation.

Information required by this Item will be contained in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders, to be filed before April 28, 2026, and such information is incorporated herein by reference.

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

Equity Compensation Plan Information

We grant equity under our 2024 Long Term Stock Incentive Plan (the "2024 Plan"). The following table sets forth information as of December 31, 2025 concerning the 2024 Plan, which was approved by our stockholders. We do not have any equity compensation plans that have not been approved by our stockholders.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in the First Column)
Equity compensation plans approved by stockholders	1,099,264	\$ 60.05	6,982,846

The remaining information required by this Item will be contained in our definitive Proxy Statement for our 2026 Annual Meeting of Stockholders, to be filed before April 28, 2026, and such information is incorporated herein by reference.

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

Information required by this Item will be contained in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders, to be filed before April 28, 2026, and such information is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services.

Information required by this Item will be contained in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders, to be filed before April 28, 2026, and such information is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

a. Listing of Documents.

(1) *Financial Statements.* Our consolidated financial statements included in Item 8 hereof, as required at December 31, 2025 and 2024, and for the years ended December 31, 2025, 2024 and 2023, consist of the following:

Consolidated Balance Sheets	34
Consolidated Statements of Operations	35
Consolidated Statements of Comprehensive Income (Loss)	36
Consolidated Statements of Cash Flows	37
Consolidated Statements of Shareholders' Equity	38
Notes to Consolidated Financial Statements	39

(2) *Financial Statement Schedule.*

a. Our Financial Statement Schedule appended hereto, as required for the years ended December 31, 2025, 2024 and 2023, consists of the following:

II. Valuation and Qualifying Accounts	79
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(3) *Exhibits.*

Exhibit No.	Exhibit Description	Incorporated By Reference			Filed Herewith
		Form	Exhibit	Filing Date	
3.a	Restated Certificate of Incorporation of Masco Corporation.	2015 10-K	3.i	02/12/2016	
3.a.i	Certificate of Amendment of Restated Certificate of Incorporation of Masco Corporation				X
3.b	Bylaws of Masco Corporation, as Amended and Restated on May 9, 2025.	8-K	3.ii	05/15/2025	
4.a	Indenture dated as of December 1, 1982 between Masco Corporation and The Bank of New York Mellon Trust Company, N.A., as successor trustee under agreement originally with Morgan Guaranty Trust Company of New York, as Trustee, and Supplemental Indenture thereto dated as of July 26, 1994; and Directors' resolutions establishing Masco Corporation's:	2016 10-K	4.a	02/09/2017	
4.a.i	7-3/4% Debentures Due August 1, 2029.	2014 10-K	4.a.i(ii)	02/13/2015	
4.b	Indenture dated as of February 12, 2001 between Masco Corporation and The Bank of New York Mellon Trust Company, N.A., as successor trustee under agreement originally with Bank One Trust Company, National Association, as Trustee, and Supplemental Indenture thereto dated as of November 30, 2006; and Directors' Resolutions establishing Masco Corporation's:	2016 10-K	4.b	02/09/2017	
4.b.i	6-1/2% Notes Due August 15, 2032;	2017 10-K	4.b.i	02/08/2018	
4.b.ii	3.500% Notes Due November 15, 2027; and	8-K	4.1	06/15/2017	
4.b.iii	4.500% Notes Due May 15, 2047.	8-K	4.2	06/15/2017	

Exhibit No.	Exhibit Description	Incorporated By Reference			Filed Herewith
		Form	Exhibit	Filing Date	Filed Herewith
4.b iv	Second Supplemental Indenture, dated as of September 18, 2020, between Masco Corporation and The Bank of New York Mellon Trust Company, N.A., as successor trustee.	8-K	4.3	09/18/2020	
4.b v	4.500% Notes Due May 15, 2047	8-K	4.2	09/18/2020	
4.b vi	2.000% Notes Due October 1, 2030	8-K	4.1	09/18/2020	
4.b vii	1.500% Notes Due February 15, 2028	8-K	4.1	03/04/2021	
4.b viii	2.000% Notes Due February 15, 2031	8-K	4.2	03/04/2021	
4.b ix	3.125% Notes Due February 15, 2051	8-K	4.3	03/04/2021	
Note 2:	Other instruments, notes or extracts from agreements defining the rights of holders of long-term debt of Masco Corporation or its subsidiaries have not been filed since (i) in each case the total amount of long-term debt permitted thereunder does not exceed 10 percent of Masco Corporation's consolidated assets, and (ii) such instruments, notes and extracts will be furnished by Masco Corporation to the Securities and Exchange Commission upon request.				
4.c	Description of securities.				X
10.a	Credit Agreement dated as of April 26, 2022 by and among Masco Corporation and Masco Europe S.à r.l. as borrowers, the lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Citibank, N.A. and PNC Bank, National Association, as Co-Syndication Agents, and Deutsche Bank Securities, Inc., Royal Bank of Canada, Truist Bank, Bank of America, N.A., Fifth Third Bank and Wells Fargo Bank, National Association, as Co-Documentation Agents.	10-Q	10a	04/27/2022	
Note 3:	Exhibits 10.b through 10.q constitute the management contracts and executive compensatory plans or arrangements in which certain of the directors and executive officers of the Company participate.				
10.b	Masco Corporation 2014 Long Term Stock Incentive Plan (Amended and Restated May 9, 2016):	10-Q	10.a	07/26/2016	
10.b i	Form of Restricted Stock Unit Award Agreements	2021 10-K	10.c.iv	02/08/2022	
10.b ii	Form of Stock Option Grant Agreements: for grants prior to July 1, 2018	8-K	10.d	05/06/2014	
10.b iii	for grants between July 1, 2018 and December 17, 2019	2018 10-K	10.c.iv	02/07/2019	
10.b iv	for grants between December 17, 2019 and February 3, 2022	2019 10-K	10.c.vi	02/11/2020	
10.b v	for grants on or after February 3, 2022	2021 10-K	10.c.viii	02/08/2022	
10.b vi	Long Term Incentive Program under Masco Corporation's 2014 Long Term Stock Incentive Plan (Amended and Restated February 3, 2022) and form of Performance Restricted Stock Unit Award Agreement thereunder.	2021 10-K	10.c.xi	02/08/2022	
10.b vii	Non-Employee Directors Equity Program under Masco Corporation's 2014 Long Term Stock Incentive Plan (Amended and Restated February 7, 2020).	2019 10-K	10.c.xiii	02/11/2020	
10.b viii	Form of Restricted Stock Unit Award Agreement for Non-Employee Directors	2021 10-K	10.c.xvii	02/08/2022	

Exhibit No.	Exhibit Description	Incorporated By Reference			Filed Herewith
		Form	Exhibit	Filing Date	Filed Herewith
10.c	Masco Corporation 2024 Long Term Stock Incentive Plan	2024 10-K	10.c	02/11/2025	
	Terms and Conditions of Awards Granted Under the Masco Corporation 2024 Long Term Stock Incentive Plan:				
10.c i	for grants between December 17, 2024 and February 5, 2026	2024 10-K	10.c i	02/11/2025	
10.c ii	for grants on or after February 6, 2026				X
10.c iii	Long Term Stock Incentive Program under Masco Corporation's 2024 Long Term Stock Incentive Plan and form of Performance Restricted Stock Unit Award Agreement thereunder (for grants prior to February 6, 2026).	2024 10-K	10.c ii	02/11/2025	
10.c iv	Long Term Stock Incentive Program under Masco Corporation's 2024 Long Term Stock Incentive Plan (Amended and Restated February 6, 2026) and form of Performance Restricted Stock Unit Award Agreement thereunder (for grants on or after February 6, 2026).				X
10.c v	Non-Employee Directors Equity Program under Masco Corporation's 2024 Long Term Stock Incentive Plan	10-Q	10.a	07/25/2024	
10.c vi	Form of Restricted Stock Unit Award Agreement for Non-Employee Directors (for grants prior to May 9, 2025)	10-Q	10.b	07/25/2024	
10.c vii	Non-Employee Directors Compensation Program under Masco Corporation's 2024 Long Term Stock Incentive Plan				X
10.c viii	Form of Restricted Stock Unit Award Agreement for Non-Employee Directors (for grants on or after May 9, 2025)				X
10.d	Form of Masco Corporation Supplemental Executive Retirement and Disability Plan and amendments thereto (includes amendment freezing benefit accruals) for John G. Sznewajs.	2015 10-K	10.d.i(ii)	02/12/2016	
10.e	Other compensatory arrangements for executive officers.	2016 10-K	10.f	02/09/2017	
10.f	Compensation of Non-Employee Directors.	2024 10-K	10.f	02/11/2025	
10.g	Masco Corporation Retirement Benefit Restoration Plan effective January 1, 1995 (as amended and restated December 22, 2010), and amendments thereto effective February 6, 2012 and January 1, 2014.	2016 10-K	10.i	02/09/2017	
10.h	Employment Offer Letter dated May 3, 2021 between Richard Marshall and Masco Corporation	10-Q	10	07/29/2021	
10.i	Employment Offer Letter dated August 28, 2023 between Richard Westenberg and Masco Corporation	10-Q	10.a	10/26/2023	
10.j	Employment Offer Letter dated March 3, 2025 between Jonathon J. Nudi and Masco Corporation	10-Q	10.a	4/23/2025	

Exhibit No.	Exhibit Description	Incorporated By Reference			Filed Herewith
		Form	Exhibit	Filing Date	Filed Herewith
10.k	Retention Agreement dated March 5, 2025 between Jai Shah and Masco Corporation	10-Q	10.b	4/23/2025	
10.l	Aircraft Time Sharing Agreement dated July 25, 2025 between Jonathon J. Nudi and Masco Corporation.	10-Q	10.b	7/31/2025	
10.m	Employment Offer Letter dated November 28, 2025 between Jen Stone and Masco Corporation				X
10.n	Amended and Restated Severance and Release Agreement dated December 21, 2023 between Masco Corporation and John G. Szniewajs	2023 10-K	10.k	02/08/2024	
10.o	Amended and Restated Severance and Release Agreement dated December 30, 2023 between Masco Corporation and Richard A. O'Reagan	2023 10-K	10.l	02/08/2024	
10.p	Severance and Release Agreement dated July 8, 2025 between Masco Corporation and Keith J. Allman	10-Q	10.a	7/31/2025	
10.q	Severance and Release Agreement effective January 12, 2026 between Masco Corporation and Imran Ahmad				X
19	Insider Trading Policies and Procedures	2024 10-K	19	02/11/2025	
21	List of Subsidiaries.				X
23	Consent of Independent Registered Public Accounting Firm relating to Masco Corporation's Consolidated Financial Statements and Financial Statement Schedule.				X
31.a	Certification by Chief Executive Officer required by Rule 13a-14(a)/15d-14(a).				X
31.b	Certification by Chief Financial Officer required by Rule 13a-14(a)/15d-14(a).				X
32	Certifications required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code.				X
97	Policy Relating to Recovery of Erroneously Awarded Compensation	2023 10-K	97	02/08/2024	
101	The following financial information from Masco Corporation's Annual Report on Form 10-K for the year ended December 31, 2025, formatted in Inline XBRL: (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income (Loss), (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Shareholders' Equity, and (vi) Notes to Consolidated Financial Statements.				X
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)				X

The Company will furnish to its stockholders a copy of any of the above exhibits not included herein upon the written request of such stockholder and the payment to the Company of the reasonable expenses incurred by the Company in furnishing such copy or copies.

Item 16. Form 10-K Summary.

The optional summary in Item 16 has not been included in this Form 10-K.

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.

MASCO CORPORATION

By: /s/ Richard J. Westenberg
Richard J. Westenberg
Vice President, Chief Financial Officer and Treasurer

February 10, 2026

MASCO CORPORATION

SCHEDULE II. VALUATION AND QUALIFYING ACCOUNTS
For the Years Ended December 31, 2025, 2024 and 2023

Column A	Column B	Column C		Column D	(In Millions) Column E
Description	Balance at Beginning of Period	Additions		Deductions	Balance at End of Period
		Charged to Costs and Expenses	Charged to Other Accounts		
Allowances for credit losses deducted from accounts receivable in the balance sheet:					
2025	\$ 10	\$ 5	\$ —	\$ (4) (a)	\$ 12
2024	\$ 11	\$ 4	\$ —	\$ (5) (a)	\$ 10
2023	\$ 8	\$ 7	\$ —	\$ (5) (a)	\$ 11
Valuation allowance on deferred tax assets:					
2025	\$ 27	\$ —	\$ —	\$ —	\$ 27
2024	\$ 33	\$ —	\$ —	\$ (6) (b)	\$ 27
2023	\$ 15	\$ 2	\$ 53 (c)(d)	\$ (37) (e)	\$ 33

(a) Deductions, representing uncollectible accounts written off and divestitures, less recoveries of accounts written off in prior years.

(b) Primarily other activity not affecting income tax expense.

(c) As a result of the acquisition of Sauna360 Group Oy in the third quarter of 2023, \$5 million was added to valuation allowance on deferred tax assets.

(d) \$48 million was added to valuation allowance resulting from the establishment of certain state deferred tax assets for which the likelihood of utilization is no longer considered remote.

(e) Due to a legal restructuring of certain U.S. businesses that occurred in early 2024, a \$37 million reduction in valuation allowance was recorded as a \$29 million state income tax benefit, net of federal expense.

CERTIFICATE OF AMENDMENT
OF RESTATED CERTIFICATE OF INCORPORATION
OF MASCO CORPORATION

Masco Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. Article Seventh of the Restated Certificate of Incorporation of the corporation (the "Certificate of Incorporation") is hereby amended in its entirety to read as follows:

"SEVENTH: (a) Until the 2028 annual meeting of stockholders, the directors of the Corporation (other than those directors elected by the holders of any series of Preferred Stock provided for or fixed pursuant to the provisions of Article Fourth B hereof (the "Preferred Stock Directors")) shall be divided into three classes. Commencing with the 2026 annual meeting of stockholders, directors of the Corporation (other than any Preferred Stock Director) shall be elected as follows: (i) directors elected at the 2026 annual meeting of stockholders to succeed those whose term expires at such meeting shall hold office for a term expiring at the annual meeting of stockholders to be held in 2027; (ii) directors elected at the 2027 annual meeting of stockholders to succeed those whose term expires at such meeting shall hold office for a term expiring at the annual meeting of stockholders to be held in 2028; and (iii) beginning with the 2028 annual meeting of stockholders, all directors elected at an annual meeting of stockholders to succeed those whose term expires at such meeting shall hold office for a term expiring at the next annual meeting of stockholders.

Each director shall hold office until the annual meeting of the stockholders for the year in which his or her term expires and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal. A director may resign at any time upon notice to the Corporation as provided in the Corporation's Bylaws.

Except for any Preferred Stock Director, any director or the entire Board of Directors may be removed from office at any time, (i) in the event such removal is prior to the 2028 annual meeting of stockholders, only for cause, and (ii) in the event such removal is after the 2028 annual meeting of stockholders, with or without cause.

Subject to the terms of any one or more series of Preferred Stock then outstanding, any vacancy on the Board of Directors, by reason of death, resignation, retirement, disqualification or removal or otherwise, and any newly created directorship that results from an increase in the number of directors, shall be filled only by a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to the Board of Directors in accordance with this Paragraph (a) Seventh shall hold office (i) in the event of a new directorship created or vacancy occurring prior to the 2028 annual meeting of stockholders, for a term that shall coincide with the remaining term of the class of directors in which the new directorship was created or the

vacancy occurs, and (ii) in the event of a new directorship created or vacancy occurring after the 2028 annual meeting of stockholders, until the next annual meeting of stockholders.

(b) Nominations for the election of directors may be made by the Board of Directors or by any stockholder entitled to vote in the election of directors. Any stockholder entitled to vote in the election of directors, however, may nominate one or more persons for election as director only if written notice of such stockholder's intent to make such nomination or nominations has been given either by personal delivery or by United States mail, postage prepaid, to the Secretary of the Corporation not later than (i) with respect to an election to be held at an Annual Meeting of stockholders, 45 days in advance of the date on which the Corporation's proxy statement was released to stockholders in connection with the previous year's Annual Meeting of stockholders and (ii) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the seventh day following the day on which notice of such meeting is first given to stockholders. Each such notice shall include: (A) the name and address of the stockholder who intends to make the nomination or nominations and of the person or persons to be nominated; (B) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (C) a description of all arrangements or understandings between such stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations is or are to be made by the stockholder; (D) such other information regarding each nominee proposed by such stockholder as would have been required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission if the nominee had been nominated by the Board of Directors; and (E) the written consent of each nominee to serve as a director of the Corporation if elected. The chairman of any meeting of stockholders may refuse to acknowledge the nomination of any person if not made in compliance with the foregoing procedure.

(c) Notwithstanding any other provision of this Certificate of Incorporation or the by-laws (and notwithstanding the fact that a lesser percentage may be specified by law, this Certificate of Incorporation or the by-laws), and in addition to any affirmative vote required by law, the affirmative vote of the holders of at least a majority of the voting power of the outstanding capital stock of the Corporation entitled to vote, voting together as a single class, shall be required to amend, adopt in this Certificate of Incorporation or in the by-laws any provision inconsistent with, or repeal this Article SEVENTH."

2. Article EIGHTH of the Certificate of Incorporation is hereby amended in its entirety to read as follows:

“EIGHTH: Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by any such holders. Except as otherwise required by law, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, the President or a majority of the Board of Directors, subject to the rights of holders of any one or more classes or series of preferred stock or any other class of stock issued by the Corporation which shall have the right, voting separately by class or series, to elect directors. Notwithstanding any other provision of this Certificate of Incorporation or the by-laws (and notwithstanding that a lesser percentage may be specified by law, this Certificate of Incorporation or the by-laws), and in addition to any affirmative vote required by law, the affirmative vote of the holders of at least a majority of the voting power of the outstanding capital stock of the Corporation entitled to vote, voting together as a single class, shall be required to amend, adopt in this Certificate of Incorporation or in the by-laws any provision inconsistent with, or repeal this Article EIGHTH.”

3. Article THIRTEENTH of the Certificate of Incorporation is hereby amended in its entirety to read as follows:

“THIRTEENTH: 1. Opt Out. The Corporation hereby expressly elects that it shall not be governed by, or otherwise subject to, Section 203 of the Delaware General Corporation Law.

2. Applicable Restrictions to Business Combinations. Notwithstanding the provisions of Section 1 of this Article THIRTEENTH, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation has a class of voting stock that is listed on a national securities exchange or held of record by more than 2,000 stockholders (unless any of the forgoing result from action taken, directly or indirectly, by an interested stockholder (as defined below) or from a transaction in which a person becomes an interested stockholder), with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

- (a) prior to such time, the Board of Directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder,
- (b) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested

stockholder) those shares owned by (i) persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

(c) at or subsequent to such time, the business combination is approved by the Board of Directors and authorized at an annual or special meeting of stockholders by the affirmative vote of the holders of a majority of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

3. Certain Definitions. For purposes of this Article THIRTEENTH:

(a) "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(b) "associate," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of twenty percent (20%) or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a twenty percent (20%) beneficial ownership or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(c) "business combination," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (A) with the interested stockholder, or (B) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation this Article THIRTEENTH is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to ten percent (10%) or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary

to the interested stockholder, except: (A) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (B) pursuant to a merger under Section 251(g) of the Delaware General Corporation Law; (C) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata, to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (D) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (E) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (C) through (E) of this subsection (iii) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation;

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(v) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (i) through (iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(d) "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of twenty percent (20%) or more of the outstanding voting stock of any corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article THIRTEENTH, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(e) “interested stockholder” means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of fifteen percent (15%) or more of the outstanding voting stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of fifteen percent (15%) or more of the outstanding voting stock of the Corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; provided, however, that the term “interested stockholder” shall not include (A) a stockholder that becomes an interested stockholder inadvertently and (x) as soon as practicable divests itself of ownership of sufficient shares so that such stockholder ceases to be an interested stockholder and (y) would not, at any time within the three-year period immediately prior to a business combination between the Corporation and such stockholder, have been an interested stockholder but for the inadvertent acquisition of ownership or (B) any person whose ownership of shares in excess of the fifteen percent (15%) limitation set forth herein is the result of any action taken solely by the Corporation; provided, however, that such person specified in this clause (C) shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of “owner” below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(f) “owner,” including the terms “own” and “owned,” when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:

(i) beneficially owns such stock, directly or indirectly;

(ii) has (A) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person’s affiliates or associates until such tendered stock is accepted for purchase or exchange; or (B) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person’s right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten or more persons; or

(iii) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (B) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(g) "person" means any individual, corporation, partnership, unincorporated association or other entity.

(h) "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(i) "voting stock" means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference in this Article THIRTEENTH to a percentage or proportion of voting stock shall refer to such percentage or other proportion of the votes of such voting stock."

4. That each of said amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Masco Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer on this 15th day of May 2025.

By: /s/ Kenneth G. Cole Kenneth G. Cole
Vice President, General Counsel and Secretary

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

Masco Corporation ("Masco," "we," "us" and "our") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended; our common stock.

DESCRIPTION OF OUR CAPITAL STOCK

Following is a summary of the terms of our capital stock. This summary is not complete and is subject to and qualified by reference to our Restated Certificate of Incorporation and amendment thereof and our Bylaws, each of which is filed as an exhibit to our Annual Report on Form 10-K. We encourage you to read our Restated Certificate of Incorporation and amendment thereof, our Bylaws and the applicable provisions of the General Corporation Law of the State of Delaware (the "DCGL") for additional information.

Authorized Shares

Our Restated Certificate of Incorporation authorizes the issuance of:

- 1,400,000,000 shares of common stock, par value \$1.00 per share; and
- 1,000,000 shares of preferred stock, par value \$1.00 per share.

Our preferred stock is issuable in one or more series. Our Board of Directors has the authority to divide the shares of preferred stock into series and fix, from time to time, before issuance, the number of shares to be included in any series and the designation, relative rights, preference and limitations of all shares of such series. There are currently no shares of preferred stock outstanding.

Voting Rights

Holders of our common stock are entitled to one vote per share on all matters voted on by shareholders. If issued, our Board of Directors will determine the voting rights of our preferred stock.

Dividend Rights

Holders of our common stock are entitled to receive dividends, if any, when declared by our Board of Directors in its discretion out of legally available funds, and subject to rights of any holders of preferred stock. Dividends on any outstanding shares of preferred stock must be declared and paid, or set aside for payment, before any dividends can be declared and paid, or set aside for payment, on the shares of our common stock with respect to the same dividend period.

Liquidation Rights

Upon any liquidation or dissolution of Masco, holders of our common stock are entitled to receive pro rata all assets remaining after payment of all liabilities and the liquidation of any shares of any preferred stock at the time outstanding.

Other Rights and Preferences

Holders of our common stock have no preemptive or other subscription rights, and there are no conversion rights or redemption or sinking fund provisions with respect to our common stock.

Certain Provisions of Our Restated Certificate of Incorporation and Bylaws

In 2025, we amended our Restated Certificate of Incorporation and Bylaws to phase out the classification of our Board of Directors over a three-year period. Beginning with our 2026 annual meeting of stockholders, members of our Board of Directors will be elected as follows: (i) directors elected at the 2026 annual meeting of stockholders to succeed those whose term expires at such meeting shall hold office for a term expiring at the annual meeting of stockholders to be held in 2027; (ii) directors elected at the 2027 annual meeting of stockholders to succeed those whose term expires at such meeting shall hold office for a term expiring at the annual meeting of stockholders to be held in 2028; and (iii) beginning with the 2028 annual meeting of stockholders, all directors elected at an annual meeting of stockholders to succeed those whose term expires at such meeting shall hold office for a term expiring at the next annual meeting of stockholders.

Our Bylaws vest the power to call special meetings of stockholders in our Chair of the Board, our CEO, our President or majority of our Board of Directors, subject to the rights of holders of any one or more classes or series of preferred stock or any other class of stock issued by us which shall have the right, voting separately by class or series, to elect directors. Stockholders are not permitted under our Restated Certificate of Incorporation or Bylaws to act by written consent in lieu of a meeting.

Our Bylaws provide advance notice procedures for stockholders seeking to bring business before an annual meeting. To be properly brought before an annual meeting, a stockholder's notice shall be delivered to our Secretary not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 70 days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by us). In addition, under our By-laws, up to 20 stockholders owning at least 3% of the Company's outstanding common stock for at least 3 years may include nominations in the Company's proxy materials for up to the greater

of two or 20% of the Board of Directors, provided the stockholder(s) and nominee(s) satisfy the requirements specified in the By-laws. The By-laws also specify certain requirements regarding the form and content of a stockholder's notice.

Certain Anti-Takeover Effects of Delaware Law

Under Section 203 of the DGCL ("Section 203") we are prohibited from engaging in various "business combination" transactions with any interested stockholder for a period of three years following the date of the transactions in which the person became an interested stockholder, unless:

- the transaction is approved by the board of directors prior to the date the interested stockholder obtained such status;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or subsequent to such date the business combination is approved by the board and authorized at an annual or special meeting of stockholders by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

A "business combination" is defined to include mergers, asset sales, and other transactions resulting in financial benefit to a stockholder. In general, an "interested stockholder" is a person who, together with affiliates and associates, owns (or within three years, did own) 15% or more of a corporation's voting stock. The statute could prohibit or delay mergers or other takeover or change in control attempts with respect to Masco and, accordingly, may discourage attempts to acquire us even though such a transaction may offer our stockholders the opportunity to sell their stock at a price above the prevailing market price.

Listing

Our common stock is listed on The New York Stock Exchange under the trading symbol "MAS."

**MASCO CORPORATION
TERMS AND CONDITIONS OF
AWARDS GRANTED UNDER THE
MASCO CORPORATION 2024 LONG TERM STOCK INCENTIVE PLAN**

Section 1. Definitions

Terms not defined in these Terms and Conditions shall have the meanings given to them in the Masco Corporation (the “**Company**”) 2024 Long Term Stock Incentive Plan (the “**Plan**”) or the Award Agreement.

a. “**Cause**” shall be deemed to refer to:

- i. “Cause,” as defined in any employment, severance, consulting or other similar agreement between you and the Company in effect at the time of termination of your employment, or
 - ii. In the absence of any such employment, severance, consulting or other similar agreement (or the absence of any definition of “Cause” contained therein), your
 - (A) willful neglect in the performance of your duties for the Company or willful or repeated failure or refusal to perform such duties;
 - (B) engagement in conduct in connection with your employment or service with the Company, which results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any of its subsidiaries or Affiliates;
 - (C) conviction of, or plea of guilty or no contest to any felony or any other crime that results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any of its subsidiaries or Affiliates;
 - (D) material violation of the written policies of the Company or restrictive covenants of the Company to which you are bound;
 - (E) fraud or misappropriation, embezzlement, or misuse of funds or property belonging to the Company or any of its subsidiaries or Affiliates; or
 - (F) act of personal dishonesty that involves personal profit in connection with your employment or service to the Company.
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Your resignation after any event described in Section 1(a)(i) or (ii) that would be grounds for your termination with Cause will be treated as a termination with Cause hereunder.

- b. **“Disability”** shall be deemed to refer to the meaning of “Disability” as set forth by the Social Security Administration as of the applicable time.
- c. **“Employment”** or **“employed”** shall be deemed to refer to employment by the Company and/or its subsidiaries and shall not include employment by an Affiliate that is not a subsidiary of the Company, unless the Committee so determines at the time such employment commences.
- d. **“Good Reason”** shall be deemed to refer to your resignation within 24 months following the initial existence of one or more of the following triggers, arising without your consent:
 - i. a significant diminution in your target compensation opportunity;
 - ii. a significant diminution in your authority, duties or responsibilities;
 - iii. a significant diminution in the authority, duties or responsibilities of the supervisor to whom you are required to report, including a requirement that you report to a corporate officer or employee, instead of reporting directly to the Board;
 - iv. a relocation resulting in more than an additional 70 mile commute to the geographic location at which you must provide services; provided, that this Good Reason trigger shall not apply in the event that you have been designated to perform your services as a remote worker; or
 - v. any other action or inaction that constitutes a material breach by the Company of the agreement under which you provide services.

You are required to notify the Company that one of the triggers described in this Section 1(d) exists within a period that does not exceed 90 days of the time the trigger first existed, and the Company must have no less than 30 days from such notice to cure such instance.

- e. **“Grant Date”** shall be deemed to refer to the date the Award is granted.
 - f. **“Retirement Eligible”** shall be deemed to refer to attaining (i) age 65 (or, if you reside outside of the United States, attaining the normal retirement age as provided at the time of your retirement under the most recent retirement-type plan of which you are a participant), (ii) age 60 and having at least 5 years of continuous employment with the Company and/or any of its subsidiaries or (iii) age 55 and having at least 10 years of continuous employment with the Company and/or any of its subsidiaries.
 - g. **“Term”** shall be deemed to refer to the period during which an Award of Options or SARs must be exercised, which shall be no later than 10 years after the Grant Date.
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Section 2. Terms of Specific Equity Awards

- a. If you have been granted an **Award of Restricted Stock Units**:
- i. Restricted Stock Units ("**RSUs**") are bookkeeping entries that give you the right to receive Shares on a one-for-one RSU-to-Share basis upon vesting. Shares issued upon vesting of RSUs will be registered in your name in book-entry form. RSUs that do not vest into Shares will lapse and be forfeited. Until the RSUs vest and are settled in Shares, you will not have voting rights with respect to the RSUs or the underlying Shares, and you will not be able to sell, encumber or otherwise transfer the RSUs or the underlying Shares, except in accordance with the Plan.
 - ii. Provided that you have been continuously employed by the Company following the Grant Date, and subject to the other terms and conditions of the Award, the restrictions on the RSUs will lapse in accordance with the vesting schedule set forth in the Award Agreement until all the RSUs have vested into Shares.
- b. If you have been granted an **Award of Phantom Shares**:
- i. Phantom Shares ("**Phantom Shares**") are the rights to receive from the Company an amount (in the local currency as determined by the Board) equal to the fair market value of a Share upon the expiration of the Restricted Period. Promptly after each of the vesting dates for the Phantom Shares, the Company will pay to you in cash (subject to any applicable taxes or charges) the amount determined at that time that you are entitled to receive on account of those Phantom Shares as to which the Restricted Period then lapses. Upon such payment, such Phantom Shares shall be extinguished. Notwithstanding this Section 2(b)(i), at its option, the Company may deliver to you a number of whole Shares corresponding to the number of your Phantom Shares upon the expiration of the Restricted Period (subject to any applicable taxes or charges).
 - ii. Provided that you have been continuously employed by the Company following the Grant Date, and subject to the other terms and conditions of the Award, the restrictions on the Phantom Shares will lapse in accordance with the vesting schedule set forth in the Award Agreement.
- c. If you have been granted an **Award of Options**:
- i. Options ("**Options**") are the rights to purchase Shares, at a price per Share which shall not be less than 100% of the fair market value of a Share on the Grant Date, subject to the terms and conditions of the Options.
 - ii. Options are exercisable cumulatively in installments as set forth in the Award Agreement; provided that, subject to Section 4(b), on each date of exercise, you qualify to exercise such Option under the provisions of your Award Agreement and the Plan. All installments of your Option must be exercised
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no later than the last day of the Term; all unexercised installments or portions thereof shall lapse and the right to purchase Shares pursuant to your Option shall be of no further effect after such date.

- iii. Upon receipt of written notice of exercise of your Options, the Company will inform you of the methods available to effectuate your exercise, and will execute your exercise in accordance with your instructions.

d. If you have been granted an **Award of SARs**:

- i. Stock Appreciation Rights ("**SARs**") are the rights to an amount equal to the "Spread" in the Unit on the date you choose to exercise the SAR in respect of that Unit, subject to the terms and conditions of the SARs. For this purpose, "**Spread**" shall mean an amount equal to the fair market value of a Share on the date you exercise the SAR less the Base Value of a Unit.
- ii. All installments of your SAR must be exercised no later than the last day of the Term; all unexercised installments or portions thereof shall lapse without compensation, and the right to the Spread pursuant to your SAR shall be of no further effect after such date.
- iii. Upon receipt of written notice of exercise, the Company will pay to you in cash (subject to any applicable taxes or charges) the amount, determined by multiplying the Spread by the number of Units exercised, which shall then be converted, as determined by the Committee, into U.S. dollars or the local currency of your residence at the then current exchange rate.

Section 3. Dividends and Dividend Equivalents

a. If you have been granted an **Award of RSUs or Phantom Shares**:

- i. Promptly after each of the vesting dates, you will be paid an amount in cash (subject to any applicable taxes or charges) equal to the sum of the regular quarterly per share cash dividends, if any, paid by the Company to holders of record on or after the Grant Date (the "**Dividend Equivalent**") multiplied by the number of RSUs then vesting into Shares or Shares underlying the Phantom Shares as to which the Restricted Period then lapses, as applicable.
 - ii. If, prior to the final vesting date of an Award hereunder (the "**Final Vesting Date**"), there is a record date for the Company's regular quarterly cash dividend that will be payable after the Final Vesting Date, then the Company shall pay you Dividend Equivalents on the Awards that were held by you on such record date, calculated as provided in Section 3(a)(i). The timing of payment of Dividend Equivalents will be as follows:
 - A. For RSUs, as soon as practicable after the later of the date the RSUs are settled in Shares or the date the declared dividend is paid to shareholders generally; or
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B. For Phantom Shares, at any time within one year of the payment of such dividend by the Company.

Except for the payment of Dividend Equivalents, you shall have no right to receive any payment on account of any dividend or other distribution on the underlying Shares. Dividend Equivalents may not be paid until the vesting of the Awards.

- b. If you have been granted an **Award of Options or SARs**, you shall have no right to receive any payment on account of any dividend or other distribution on the underlying Shares, except to the extent declared after the date of receipt of your written notice of exercise (for SARs, only to the extent the Company exercises its discretion to deliver to you Shares upon your exercise of SARs).

Section 4. Termination of Employment

a. If you have been granted an **Award of RSUs or Phantom Shares**:

- i. If your employment with the Company terminates for any reason while restrictions remain in effect, then all Awards that have not vested as of the date of your termination shall be automatically forfeited to the Company.
- ii. Notwithstanding Section 4(a)(i):
- A. If your employment with the Company terminates without Cause and you are Retirement Eligible, then the Awards will continue to vest in accordance with their terms and the provisions of the Plan and the Award Agreement.
- B. If your employment is terminated by reason of death or Disability, all unvested portions of the Award shall thereupon become vested.
- C. If your employment is terminated without Cause within 24 months following the date of a Change in Control or you resign with Good Reason, the Awards shall be treated in accordance with Section 5.

b. If you have been granted an **Award of Options or SARs**:

- i. If your employment with the Company terminates while restrictions remain in effect, then all Awards that are not exercisable shall be automatically forfeited to the Company upon your termination. With respect to Awards that were exercisable as of the date of termination, such Awards will be exercisable within 90 days (extended to the next business day if the ninetieth day falls on a weekend or holiday). Except as so exercised, such Award shall expire at the end of such period.
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- ii. Notwithstanding Section 4(b)(i):
 - A. If your employment with the Company terminates without Cause and you are Retirement Eligible and have been employed by the Company for at least one year after the Grant Date, then the Awards shall continue to vest in the same manner and shall become exercisable as though your employment had not been terminated, subject to the other provisions of your Award Agreement and the Plan.
 - B. If your employment with the Company terminates without Cause and you are Retirement Eligible and have not been employed by the Company for at least one year after the Grant Date, then the Awards shall become exercisable on a prorata basis, calculated with (x) the numerator being the number of days you have been employed by the Company from the Grant Date until the date of such termination of employment and (y) the denominator being 365, with such quotient rounded to the nearest 10 shares, and shall remain exercisable for the remainder of the Term.
 - C. If your employment is terminated by reason of Disability, all unexercisable installments of the Award shall thereupon become exercisable and shall remain exercisable for the remainder of the Term.
 - D. If you die, all unexercisable installments of the Award shall thereupon become exercisable and, at any time or times within one year after such death, such Award may be exercised, as to all or any unexercised portion of the Award. The Company may decline to deliver Shares or recognize the rights, as applicable, to a designated beneficiary until it receives indemnity against claims of third parties satisfactory to the Company. Except as so exercised, such Award shall expire at the end of such one year period.
 - E. If your employment is terminated without Cause or you resign with Good Reason, in each case, within 24 months following the date of a Change in Control, all unexercisable installments of the Awards shall be treated in accordance with Section 5.
 - iii. If your employment with the Company is terminated with Cause, or if the Committee determines that your employment could have been terminated with Cause or that you breached or violated any restrictive covenants or other obligations to which you are or were subject, and if any installments of your Award became exercisable within the 2 year period prior to the date of such termination (such installments being referred to as the “**Subject Award**”), by accepting your Award you agree that the following provisions will apply:
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- A. Upon the demand of the Company, you will pay to the Company in cash within 30 days after the date of such termination, the amount of income realized for income tax purposes from the exercise of any Subject Awards prior to the date of such termination, net of all federal, state and other taxes payable on the amount of such income, plus all costs and expenses of the Company in any effort to enforce its rights hereunder; and
- B. Any right you would otherwise have, pursuant to the terms of your Award Agreement, including these Terms and Conditions, or the Plan to exercise any Subject Awards on or after the date of such termination, shall be extinguished as of the date of such termination.
- C. To the extent permitted under applicable law, the Company shall have the right to set off or withhold any amount owed to you by the Company or any of its subsidiaries or Affiliates for any amount owed to the Company by you under your Award Agreement.

Section 5. Change in Control

The treatment of your Awards upon a Change in Control of the Company shall be subject to Section 7(f) of the Plan.

Section 6. Restatement of Financial Statements

You agree that if the Company has a restatement of its financial statements, other than as a result of changes to accounting rules and regulations, the Awards shall be subject to the Masco Corporation Compensation Recoupment Policy, or any other clawback or recoupment arrangements or policies the Company has in place from time to time.

Section 7. Prohibited Activities.

- a. If you have been granted an Award of RSUs or Options or an Award of Phantom Shares or SARs and you reside in the United States, notwithstanding anything to the contrary in these Terms and Conditions:
 - i. If at any time you engage in an activity following your termination of employment which in the sole judgment of the Committee is detrimental to the interests of the Company, a subsidiary or an Affiliate, all Awards that have not vested or unexercised installments of Awards, as applicable, will be
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forfeited to the Company. You acknowledge that such activity includes, but is not limited to, "Business Activities."

- ii. You agree, in consideration for your Award, and regardless of whether your Award has vested or becomes exercisable or is exercised, as applicable, while you are a holder of your Award and, to the maximum extent permitted under applicable law, for a period of one year thereafter (the "**Prohibited Period**"), not to, directly or indirectly, own any interest in (other than an indirect interest that arises from your ownership of or investments in mutual funds or similar collective investment equity vehicles available to the general public), manage, control, participate in (whether as a manager, officer, employee, partner, agent, representative or otherwise), consult with, render services for, or any other manner engage in, or assist in any manner any other person or entity to engage in, any Business Activities within the Restricted Territory. For purposes of these Terms and Conditions, "**Business Activities**" shall mean the design, development, manufacture, sale, marketing or servicing of any product or service that is competitive with any products or services offered by the Company or any subsidiary or Affiliate of the Company at any time while your Award is outstanding; and "**Restricted Territory**" means any state in which the Company or its subsidiary or Affiliate offers services or products.
 - iii. Without limiting the generality of Section 7(a)(i) and (ii), you agree that during the Prohibited Period, you will not, directly or indirectly:
 - A. solicit business from any person or entity that is or was a client or customer of the Company or any of its subsidiaries or Affiliates during the time in which your Award is outstanding for the purpose of securing business or contracts related to the Business Activities or in any way interfere with the relationship between the Company and its subsidiaries or Affiliates and any such client or customer; or
 - B. employ, solicit, engage, or in any way interfere in the Company's relationship with any person who is (or was at any time during the 12 months preceding such action) employed or engaged by the Company or its subsidiaries or Affiliates.
 - iv. Should you breach any of the restrictions contained in this Section 7(a), by accepting your Award you agree, independent of any equitable or legal remedies that the Company may have and without limiting the Company's right to any other equitable or legal remedies, to pay to the Company in cash immediately upon the demand of the Company (A) the amount of income realized for income tax purposes from your Award or the exercise of any portion of your Award, as applicable, net of all federal, state and other taxes payable on the amount of such income, but only to the extent such income is realized from the vesting or exercises that occurred, as applicable, of your Award on or after your termination of employment or, if applicable, any consulting relationship with the Company or its subsidiary or within the two
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year period prior to the date of such termination, plus (B) all costs and expenses of the Company in any effort to enforce its rights under this section. To the extent permitted under applicable law, the Company shall have the right to set off or withhold any amount owed to you by the Company or any of its subsidiaries or Affiliates for any amount owed to the Company by you under your Award Agreement.

- b. If you have been granted an Award of Phantom Shares or SARs and you reside outside of the United States, you agree, in the consideration for your Award, and regardless of whether the Restricted Period on the Phantom Shares has lapsed or whether the SARs are exercisable, as applicable, while you are employed or retained as a consultant by the Company or any of its subsidiaries not to engage in, and not to become associated in a “Prohibited Capacity” (as defined in Section 7(b)(i)) with any other entity engaged in, any Business Activity and not to encourage or assist others in encouraging any employee of the Company or any of its subsidiaries to terminate employment or to become engaged in any such Prohibited Capacity with an entity engaged in any Business Activities.
 - i. For purposes of Section 7(b), “**Prohibited Capacity**” shall mean being associated with an entity as an employee, consultant, investor or another capacity where (A) confidential business information of the Company or any of its subsidiaries could be used as fulfilling any of your duties or responsibilities with such other entity, (B) any of your duties or responsibilities are similar to or include any of those you had while employed or retained as a consultant by the Company or any of its subsidiaries, or (C) an investment by you in such other entity represents more than 1% of such other entity’s capital stock, partnership or other ownership interests.

Section 8. Dispute Resolution

- a. Section 3 of the Plan provides, in part, that the Committee shall have the authority to interpret the Plan, the Award Agreement, your Award and any related document and decide all questions and settle all controversies and disputes relating thereto. It further provides that the determinations, interpretations and decisions of the Committee are within its sole discretion and are final, conclusive and binding on all persons. You agree to the Committee’s authority with respect to the Award and to the application of the Company’s Dispute Resolution Policy.
 - b. In addition, you and the Company agree that if for any reason a claim is asserted against the Company or any of its subsidiaries or Affiliates or any officer, employee or agent of the foregoing (other than a claim involving non-competition restrictions or the Company’s, a subsidiary’s or an Affiliate’s trade secrets, confidential information or intellectual property rights) which (i) is within the scope of the Company’s Dispute Resolution Policy (the terms of which are incorporated in these Terms and Conditions, as it shall be amended from time to time); (ii) subverts the provisions of Section 3 of the Plan; or (iii) involves any of the provisions of the Award Agreement or the Plan or the provisions of any equity award or other agreements relating to
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Company common stock or the claims of yourself or any persons to the benefits thereof, in order to provide a more speedy and economical resolution, the Dispute Resolution Policy shall be the sole and exclusive remedy to resolve all disputes, claims or controversies which are set forth above, except as otherwise agreed in writing by you and the Company or a subsidiary of the Company. It is our mutual intention that any arbitration award entered under the Dispute Resolution Policy will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the provisions of the Dispute Resolution Policy, however, the parties specifically agree that any mediation or arbitration required by this paragraph shall take place at the offices of the American Arbitration Association located in the metropolitan Detroit area or such other location in the metropolitan Detroit area as the parties might agree.

- c. The provisions of this Section 8: (i) shall survive the termination or expiration of the Award Agreement, (ii) shall be binding upon the Company's and your respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim based upon the Award Agreement, (iii) shall supersede the provisions of any prior agreement between you and the Company or its subsidiaries or Affiliates with respect to any of the Company's Awards or other stock-based incentive plans to the extent the provisions of such other agreement requires arbitration between you and your employer, and (iv) may not be modified without the consent of the Company. Subject to the exception set forth in Section 8(b), you and the Company acknowledge that neither you, nor the Company, nor any other person asserting a claim described in Section 8(b) has the right to resort to any federal, state or local court or administrative agency concerning any such claim and the decision of the arbitrator shall be a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute.

Section 9. No Commitment to Employment

You agree that the grant of your Award and your acceptance of your Award does not imply any commitment by the Company, a subsidiary or Affiliate to your continued employment or consulting relationship, and that your employment status is that of an employee-at-will and in particular that the Company, its subsidiary or Affiliate has a continuing right with or without Cause (unless otherwise specifically agreed to in writing executed by you and the Company) to terminate your employment or other relationship at any time.

Section 10. Compliance with Section 409A of the Internal Revenue Code.

- a. Your Award Agreement and the Plan are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code ("**Section 409A of the Code**"), and the provisions of your Award Agreement and the Plan shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code.
- b. If any term or condition of your Award Agreement or any provision of the Plan would otherwise frustrate or conflict with this intent, the term or condition or provision shall be interpreted and deemed amended so as to avoid this conflict.
- c. Notwithstanding anything in the Plan to the contrary, if the Committee considers you to be a "specified employee" under Section 409A of the Code at the time of your "separation from service" (as defined in Section 409A of the Code), and any amount hereunder is "deferred compensation" subject to Section 409A of the Code, any distribution of such amount that otherwise would be made to you with respect to your Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in you incurring interest or additional tax under Section 409A of the Code. Your right to any "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations) shall be treated separately from the right to other amounts under your Award. To the extent your Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), your right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment.
- d. Notwithstanding Sections 10(a) through (c), the tax treatment of the benefits provided under your Award Agreement or the Plan is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A of the Code.

Section 11. Tax Matters

You agree to comply with the requirements of applicable federal and other laws with respect to withholding or providing for the payment of required taxes. You also agree to promptly provide such information with respect to your Award or the underlying Shares acquired pursuant to your Award, as may be requested by the Company or any of its subsidiaries or Affiliates.

Section 12. Other Terms

- a. The Award Agreement shall be governed by and interpreted in accordance with Michigan law.
-

- b. The headings set forth herein are for informational purposes only and are not a substantive part of these Terms and Conditions.
- c. These Terms and Conditions are effective for grants made on or after February 6, 2025.



Masco Corporation
17450 College Parkway
Livonia, MI 48152

313 274 7400
www.masco.com

["Grant Date"]

RE: PRSU (LTIP) Award under the [YEAR]- [YEAR] Program

Dear **["Executive Name"]**:

You have been designated to be a participant in Masco Corporation's [YEAR] - [YEAR] Long-Term Incentive Program (the "**Program**") by the Compensation and Talent Committee (the "**Committee**") of the Board of Directors of Masco Corporation (the "**Company**"). This award agreement ("**Award Agreement**") contains terms and conditions that apply to your award (the "**Award**") of Performance Restricted Stock Units ("**PRSUs**"). You must accept this Award within 30 days of this notification, or it will be canceled without consideration and will be of no further force and effect.

This Award entitles you to receive Shares as a share award ("**Share Award**"), if certain conditions are satisfied, including approval of the Share Award by the Committee following the Performance Period. All of your rights to this Award are described in this Award Agreement, in the Program and in Masco Corporation's 2024 Long Term Stock Incentive Plan (the "**Plan**"), which, together, constitute your performance award agreement (the "**Agreement**"). Terms not otherwise defined in this Award Agreement have the meanings ascribed to them in the Program or the Plan.

Your Award

You have been granted **["Grant Custom 1"]** PRSUs for the three-year period that begins on January 1, [YEAR] and ends on December 31, [YEAR] (the "**Performance Period**"). Subject to the terms of the Agreement, if the Committee determines (following the end of the Performance Period), that the Performance Goals (as set forth below) were achieved by the Company at the Threshold Performance Score Percentage or greater, then a Share Award will be made to you on the Share Award Date.

Goals for the Performance Period

For the Performance Period, the Committee has established [PERFORMANCE METRIC(S)] as the "**Performance Metric(s)**" and [MARKET METRIC(S)] as the "**Market Metric**" that will be measured and the following Performance Score Percentages and Performance Goals for these Metric(s):

	Performance Score Percentages			
	<i>Weighting</i>	<i>Threshold</i>	<i>Target 100%</i>	<i>Maximum 200%</i>
[PERFORMANCE METRIC]	[]	[]	[]	[]
[MARKET METRIC]	[]	[]	[]	[]

Notwithstanding the foregoing, the Committee shall have the right to exercise negative discretion for purposes of determining the number of PRSUs that would vest into Shares.

Your Acceptance

By accepting this Award, you voluntarily agree to the terms and conditions of this Award Agreement and acknowledge that:

- You have read and you understand this Award Agreement, the Program and the Plan;
- You have received or have access to all of the documents referred to in this Award Agreement;
- The terms and conditions contained in the Program, including without limitation, the terms under the caption "Participant's Further Acknowledgements," are incorporated into this Award Agreement and are binding on you;
- There are no other commitments or understandings currently outstanding with respect to any other grants of options, restricted stock, restricted stock units, phantom stock, stock appreciation rights, or performance awards, except as may be evidenced by other written agreements entered into by you and the Company or the Committee;
- You may be required to accept certain terms and conditions at the end of the Performance Period with respect to any Share Award that may be issued to you;
- This Award Agreement will be governed by and interpreted in accordance with Michigan law, unless preempted by applicable Federal law; and
- This Award is, in all respects, subject to the documents referenced in this Award Agreement and the Committee's application of its negative discretion, and is intended to comply with, or be exempt from, as the case may be, the provisions of Internal Revenue Code Section 409A.

Upon your acceptance of this Award, the Agreement will be effective as of the date hereof.

Very truly yours,

MASCO CORPORATION

**MASCO CORPORATION
LONG-TERM INCENTIVE PROGRAM
UNDER THE
MASCO CORPORATION 2024 LONG TERM STOCK INCENTIVE PLAN**

The purpose of the Long-Term Incentive Program (the “**Program**”) is to provide an additional incentive for a Participant (as defined below) designated by the Compensation and Talent Committee (the “**Committee**”) of the Board of Directors of Masco Corporation (the “**Company**”) to contribute to the achievement of the Company’s long-term growth and profitability goals established by the Committee at the beginning of a period designated by the Committee (the “**Performance Period**”), and to align the Participant’s efforts with stockholder interests. The Committee will set the Performance Goals (as defined below) at levels that are consistent with the Company’s long-range business plan, and the achievement of these goals will require a high level of performance over the Performance Period.

Awards under this Program are made pursuant to the Company’s 2024 Long Term Stock Incentive Plan (the “**Plan**”). Terms not otherwise defined herein have the meanings given to them in the Plan or the Award Agreement.

Section 1. Definitions.

a. “**Cause**” shall be deemed to refer to:

- i. “Cause,” as defined in any employment, severance, consulting or other similar agreement between the Participant and the Company in effect at the time of termination of the Participant’s employment, or
- ii. In the absence of any such employment, severance, consulting or other similar agreement (or the absence of any definition of “Cause” contained therein), the Participant’s:
 - (A) willful neglect in the performance of the Participant’s duties for the Company or willful or repeated failure or refusal to perform such duties;
 - (B) engagement in conduct in connection with the Participant’s employment or service with the Company, which results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any of its subsidiaries or Affiliates;
 - (C) conviction of, or plea of guilty or no contest to any felony or any other crime that results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any of its subsidiaries or Affiliates;
 - (D) material violation of the written policies of the Company or restrictive covenants of the Company to which the Participant is bound;

(E) fraud or misappropriation, embezzlement, or misuse of funds or property belonging to the Company or any of its subsidiaries or Affiliates; or

(F) act of personal dishonesty that involves personal profit in connection with the Participant's employment or service to the Company

Your resignation after any event described in Section 1(a)(i) or (ii) that would be grounds for your termination with Cause will be treated as a termination with Cause hereunder.

- b. **"Disability"** shall be deemed to refer to the meaning of "Disability" as set forth by the Social Security Administration as of the applicable time.
- c. **"Employment"** or **"Employed"** shall be deemed to refer to employment by the Company and/or its subsidiaries and shall not include employment by an Affiliate that is not a subsidiary of the Company, unless the Committee so determines at the time such employment commences.
- d. **"Good Reason"** shall be deemed to refer to the Participant's resignation within 24 months following the initial existence of one or more of the following triggers, arising without the Participant's consent:
- i. a significant diminution in the Participant's target compensation opportunity;
 - ii. a significant diminution in Participant's authority, duties or responsibilities;
 - iii. a significant diminution in the authority, duties or responsibilities of the supervisor to whom Participant is required to report, including a requirement that the Participant reports to a corporate officer or employee, instead of reporting directly to the Board;
 - iv. a relocation resulting in more than an additional 70 mile commute to the geographic location at which the Participant must provide services; provided that this Good Reason trigger shall not apply in the event that the Participant has been designated to perform Participant's services as a remote worker; or
 - v. any other action or inaction that constitutes a material breach by the Company of the agreement under which the Participant provides services.

The Participant is required to notify the Company that one of the triggers described in this Section 1(d) exists within a period that does not exceed 90 days of the time the trigger first existed, and the Company must have no less than 30 days from such notice to cure such instance.

- e. **"Retirement Eligible"** shall be deemed to refer to attaining (i) age 65 (or, if the Participant resides outside of the United States, attaining the normal retirement age as provided at the time of the Participant's retirement under the most recent retirement-type plan of which the Participant is a participant), (ii) age 60 and having at least 5 years of continuous employment with the Company and/or any of its

subsidiaries or (iii) age 55 and having at least 10 years of continuous employment with the Company and/or any of its subsidiaries.

Section 2. Summary of the Program.

- i. Awards under this Program will be designated as **Performance Restricted Stock Units** (“**PRSUs**”), which are bookkeeping entries that may convert to Shares under certain circumstances, including approval of a share award (“**Share Award**”) by the Committee, on a one-for-one PRSU-to-Share basis upon vesting; however, a PRSU can result in more or less Shares depending on the achievement level of the Performance Goals. PRSUs that do not convert to Shares at the conclusion of the Performance Period as provided in this Program will lapse and be forfeited.
- ii. “**Participants**” in this Program are typically members of the Company’s executive officer group. An individual’s eligibility to be a Participant in this Program is determined by the Committee at the beginning of the Performance Period. The Committee will specify the performance metric(s) to be measured during the Performance Period (the “**Performance Metric(s)**”) and the minimum (the “**Threshold**”), the target (the “**Target**”) and the maximum (the “**Maximum**”) achievement of the Performance Metric(s) (each, a “**Performance Goal**”) at the beginning of each Performance Period. The Performance Metric(s) and Performance Goals will be set forth in an award agreement (the “**Award Agreement**”) between the Participant and the Company. The Company’s performance during the Performance Period will be evaluated against such Performance Goals.
- iii. At the end of the Performance Period, the Committee will calculate the Company’s performance achieved for each Performance Metric, and if at least the Threshold Performance Goal is attained, the PRSUs will be redeemed in favor of a Share Award after the end of the Performance Period, as provided in the Award Agreement. Any Share Award is subject to the Committee’s right to exercise negative discretion (to reduce or eliminate an award at any time) and to the provisions of this Program. The procedures and timing of this Program are described in more detail throughout this Program.
- iv. The calculation of the Company’s actual performance of the Performance Metric(s) designated by the Committee will be construed consistent with generally accepted accounting principles, where applicable. In addition to the adjustments referred to in Section 2(c), the Committee may also make adjustments as provided in the Plan and as otherwise specified in the Award Agreement to exclude, as applicable, certain unusual items or other non-recurring items that may be separately identified and reported.

Section 3. Determination of Achieved Performance and Amount of Share Award.

- i. At the end of the Performance Period, the Committee will determine the achieved “**Performance Score Percentage**” for the Performance Period as described in the Award Agreement.

- ii. If the achieved overall Performance Score Percentage for the Performance Metrics is less than the Threshold Performance Score Percentage, no Share Award will be made and the PRSUs will be forfeited. If the Threshold Performance Score Percentage is achieved, subject to the Committee's right to exercise negative discretion, a Share Award will be determined by multiplying the achieved overall Performance Score Percentage by the number of PRSUs in the Participant's Award, and rounded to the nearest whole Share.
- iii. The Committee may suspend, eliminate, or reduce an Award, Share Award, or Shares for any Participant who fails to achieve an acceptable level of personal performance and professionalism, as determined by the Committee in its discretion.

Section 4. Continued Employment, Share Issuance, and Termination of Employment

- i. Except as provided in Section 4(c), to qualify for a Share Award, a Participant must be employed by the Company on the Share Award Date (as defined below). If a Participant's employment is transferred within the Company or within the Company's subsidiaries, even if to a position in which the Participant is no longer eligible to participate in this Program, the Participant will continue to be eligible for a Share Award (prorated or not, as the case may be) following the Committee's approval of that Share Award, as if the employment transfer had not occurred (unless the Committee determines that there was another reason for the transfer that violates, or is subject to, another provision of the Agreement).
- ii. Once a Share Award is approved by the Committee following the end of the Performance Period, the Shares will be issued to the Participant no later than March 15 of the year following the end of the Performance Period (the distribution date being the "**Share Award Date**"). A Participant may be required to accept certain terms and conditions after the end of the Performance Period with respect to any Shares that may be issued to the Participant.
- iii. Notwithstanding Section 4(a), if, prior to the Share Award Date:
 - i. the Participant's employment is terminated without Cause and the Participant is Retirement Eligible;
 - ii. the Participant's employment is terminated by reason of death or Disability; or
 - iii. the Participant is terminated without Cause within 24 months following the date of a Change in Control or resigns from employment for Good Reason,

then the terms of an Award will be modified and the Participant will receive a prorated Share Award, subject to achievement of at least the Threshold Performance Score Percentage for the Performance Period, as set forth in Section 3(b) (such Share Award to be calculated based on the number of PRSUs granted as set forth in the Award Agreement and on the length of the Participant's service during the Performance Period). Such prorated Share Award will be made at the same time as Share Awards are made to other Participants.

- iv. The Committee shall:

- i. have the right to exercise negative discretion for purposes of determining the number of prorated Share Awards that the Participant shall receive pursuant to Section 4(c), and
- ii. have the right not to provide for a prorated Share Award pursuant to Section 4(c), in each case, in the event that the Committee determines that the Participant's employment or other service could have been terminated with Cause, that the Participant breached or violated any restrictive covenants or other obligations to which the Participant is or was subject, or that the Participant violated the covenants contained in Section 7 herein.

Section 5. Change in Control

The treatment of the Participant's Awards upon a Change in Control of the Company shall be subject to Section 7(f) of the Plan; provided, that the Awards shall be prorated as described in Section 4(c) and subject to Section 4(d).

Section 6. Restatement of Financial Statements

The Participant agrees that if the Company has a restatement of its financial statements, other than as a result of changes to accounting rules and regulations, the Awards shall be subject to the Masco Corporation Compensation Recoupment Policy, or any other clawback or recoupment arrangements or policies the Company has in place from time to time.

Section 7. Prohibited Activities

- a. If the Participant has been granted an Award and the Participant resides in the United States, notwithstanding anything to the contrary in this Program:
 - i. If at any time the Participant engages in an activity following the Participant's termination of employment which in the sole judgment of the Committee is detrimental to the interests of the Company, a subsidiary or an Affiliate, all rights to any portion of the Award will be forfeited to the Company. The Participant acknowledges that such activity includes, but is not limited to, "Business Activities."
 - ii. The Participant agrees, in consideration for this Award, and regardless of whether any Shares have been issued, while the Participant is a holder of any PRSUs, to the maximum extent permitted under applicable law, and for a period of one year thereafter (the "**Prohibited Period**"), not to, directly or indirectly, own any interest in (other than an indirect interest that arises from the Participant's ownership of or investments in mutual funds or similar collective investment equity vehicles available to the general public), manage, control, participate in (whether as a manager, officer, employee, partner, agent, representative or otherwise), consult with, render services for, or any other manner engage in, or assist in any manner any other person or entity to engage in, any Business Activities within the Restricted Territory. For purposes of this Program, "**Business Activities**" shall mean the design,

development, manufacture, sale, marketing or servicing of any product or service that is competitive with any products or services offered by the Company or any subsidiary or Affiliate of the Company at any time while this Award is outstanding; and “**Restricted Territory**” means any state in which the Company or its subsidiary or Affiliate offers services or products.

- iii. Without limiting the generality of Section 7(a)(i) and (ii), the Participant agrees that during the Prohibited Period, Participant will not, directly or indirectly:
 - (A) solicit business from any person or entity that is or was a client or customer of the Company or any of its subsidiaries or Affiliates during the time in which this Award is outstanding for the purpose of securing business or contracts related to the Business Activities or in any way interfere with the relationship between the Company and its subsidiaries or Affiliates and any such client or customer; or
 - (B) employ, solicit, engage, or in any way interfere in the Company’s relationship with any person who is (or was at any time during the 12 months preceding such action) employed or engaged by the Company or its subsidiaries or Affiliates.
- iv. Should the Participant breach any of the restrictions contained in this Section 7(a), by accepting this Award Participant agrees, independent of any equitable or legal remedies that the Company may have and without limiting the Company’s right to any other equitable or legal remedies, to pay to the Company in cash immediately upon the demand of the Company (A) the amount of income realized for income tax purposes from this Award, net of all federal, state and other taxes payable on the amount of such income, but only to the extent such income is realized from any Award under this Program received on or after the Participant’s termination of employment or, if applicable, any consulting relationship with the Company or its subsidiary or within the two year period prior to the date of such termination, plus (B) all costs and expenses of the Company in any effort to enforce its rights under this section. To the extent permitted under applicable law, the Company shall have the right to set off or withhold any amount owed to the Participant by the Company or any of its subsidiaries or Affiliates for any amount owed to the Company by such Participant under this Award Agreement.
- b. If the Participant has been granted an Award, and the Participant resides outside of the United States, the Participant agrees, in the consideration for this Award, and regardless of whether the Performance Period has ended, while the Participant is employed or retained as a consultant by the Company or any of its subsidiaries not to engage in, and not to become associated in a “Prohibited Capacity” (as defined in Section 7(b)(i)) with any other entity engaged in, any Business Activity and not to encourage or assist others in encouraging any employee of the Company or any of its subsidiaries to terminate employment or to become engaged in any such Prohibited Capacity with an entity engaged in any Business Activities.
 - i. For purposes of Section 7(b), “**Prohibited Capacity**” shall mean being associated with an entity as an employee, consultant, investor or another

capacity where (A) confidential business information of the Company or any of its subsidiaries could be used as fulfilling any of the Participant's duties or responsibilities with such other entity, (B) any of the Participant's duties or responsibilities are similar to or include any of those the Participant had while employed or retained as a consultant by the Company or any of its subsidiaries, or (C) an investment by the Participant in such other entity represents more than 1% of such other entity's capital stock, partnership or other ownership interests.

Section 8. Dispute Resolution

- a. Section 3 of the Plan provides, in part, that the Committee shall have the authority to interpret the Plan, the Program, the Award Agreement, this Award and any related documents, and decide all questions and settle all controversies and disputes relating thereto. It further provides that the determinations, interpretations and decisions of the Committee are within its sole discretion and are final, conclusive and binding on all persons. The Participant agrees to the Committee's authority with respect to the Award and to the application of the Company's Dispute Resolution Policy.
- b. In addition, the Participant and the Company agree that if, for any reason, a claim is asserted against the Company or any of its subsidiaries or Affiliates or any officer, employee or agent of the foregoing (other than a claim involving non-competition restrictions or the Company's, a subsidiary's or an Affiliate's trade secrets, confidential information or intellectual property rights) which (i) is within the scope of the Company's Dispute Resolution Policy (the terms of which are incorporated in this Program, as it shall be amended from time to time); (ii) subverts the provisions of Section 3 of the Plan; or (iii) involves any of the provisions of this Award Agreement, this Program, the Plan or the provisions of any equity award or other agreements relating to Company common stock or the claims of the Participant or any persons to the benefits thereof, then in order to provide a more speedy and economical resolution, the Dispute Resolution Policy shall be the sole and exclusive remedy to resolve all disputes, claims or controversies which are set forth above, except as otherwise agreed in writing by the Participant and the Company or a subsidiary of the Company. It is our mutual intention that any arbitration award entered under the Dispute Resolution Policy will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the provisions of the Dispute Resolution Policy, however, the parties specifically agree that any mediation or arbitration required by this paragraph shall take place at the offices of the American Arbitration Association located in the metropolitan Detroit area or such other location in the metropolitan Detroit area as the parties might agree.
- c. The provisions of this Section 8: (i) shall survive the termination or expiration of the Award Agreement, (ii) shall be binding upon the Company's and the Participant's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim based upon the Award Agreement, (iii) shall supersede the provisions of any prior agreement between the Participant and the Company or its subsidiaries or Affiliates with respect to any of the Company's Awards or other stock-based incentive plans to the extent the provisions of such other agreement requires arbitration between the Participant and the Participant's

employer, and (iv) may not be modified without the consent of the Company. Subject to the exception set forth in Section 8(b), the Participant and the Company acknowledge that neither of the Participant nor the Company nor any other person asserting a claim described in Section 8(b) has the right to resort to any federal, state or local court or administrative agency concerning any such claim and the decision of the arbitrator shall be a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute.

Section 9. No Commitment to Employment

The Participant agrees that the grant of this Award and acceptance of this Award does not imply any commitment by the Company, a subsidiary or Affiliate to the Participant's continued employment or consulting relationship, and that a Participant's employment status is that of an "employee-at-will" and, in particular, that the Company, its subsidiary or Affiliate has a continuing right with or without Cause (unless otherwise specifically agreed to in writing executed by the Participant and the Company) to terminate a Participant's employment or other relationship at any time.

Section 10. Compliance with Section 409A of the Internal Revenue Code.

- a. This Award Agreement, Program, and the Plan are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code ("**Section 409A of the Code**"), and the provisions of this Award Agreement, Program and the Plan shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code.
- b. If any term or condition of this Award Agreement or any provision of the Plan would otherwise frustrate or conflict with this intent, the term or condition or provision shall be interpreted and deemed amended so as to avoid this conflict.
- c. Notwithstanding anything in the Plan to the contrary, if the Committee considers a Participant to be a "specified employee" under Section 409A of the Code at the time of such Participant's "separation from service" (as defined in Section 409A of the Code), and any amount hereunder is "deferred compensation" subject to Section 409A of the Code, any distribution of such amount that otherwise would be made to the Participant with respect to this Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in the Participant incurring interest or additional tax under Section 409A of the Code. To the extent this Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), the Participant's right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment.
- d. Notwithstanding Sections 10(a) through (c), the tax treatment of the benefits provided under this Award Agreement, Program or the Plan is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

Section 11. Tax Matters

The Participant agrees to comply with the requirements of applicable federal and other laws with respect to withholding or providing for the payment of required taxes. The Participant also agrees to promptly provide such information with respect to this Award or the underlying Shares acquired pursuant to this Award, as may be requested by the Company or any of its subsidiaries or Affiliates.

Section 12. Other Terms

- a. The Award Agreement and this Program shall be governed by and interpreted in accordance with Michigan law.
- b. The headings set forth herein are for informational purposes only and are not a substantive part of this Program.
- c. The terms and conditions of this Program are effective for grants made on or after February 6, 2025.

MASCO CORPORATION
NON-EMPLOYEE DIRECTORS COMPENSATION PROGRAM
UNDER THE 2024 LONG TERM STOCK INCENTIVE PLAN

This Non-Employee Directors Compensation Program (the “**Program**”) describes the compensation to be paid to non-employee directors of Masco Corporation (the “**Company**”). Under this Program, an “**Eligible Director**” is any director of the Company who is not an employee of the Company and who receives a fee for services as a director. Eligible Directors will receive an annual retainer for their service, as described in this Program. Terms not defined in this Program have the meanings given to them in the Company’s 2024 Long Term Stock Incentive Plan, as amended from time to time (the “**Plan**”).

Section 1. Annual Retainer

Eligible Directors will receive an annual retainer for their service during the Annual Director Compensation Period (as defined in Section 4(b)(ii) of the Plan), in such amount as determined by the Board from time to time. The annual retainer will be paid in a combination of cash and an Equity Retainer (as defined in Section 2(a)), in such proportion as determined by the Board.

Section 2. Equity Retainer

(a) Composition and Amount of Equity Retainer. The equity retainer to be granted to Eligible Directors shall be comprised of restricted stock units and shall be determined by the Board of Directors from time to time (the “**Equity Retainer**”). Restricted Stock Units (“**RSUs**”) are bookkeeping entries that give the Eligible Director the right to receive shares of Company common stock (“**Shares**”) on a one-to-one RSU-to-Share basis upon vesting, as set forth in the vesting schedule in the RSU Award Agreement, subject to the terms and conditions set forth herein and in the Award Agreement.

(i) Adjustment to Amount or Terms of Award. The Board shall have sole discretion to adjust the amount of the Equity Retainer to be paid in the form of RSUs and the terms of any such RSU Award. Except as the Board may otherwise determine, any increase or decrease in an Eligible Director’s annual retainer during an Annual Director Compensation Period with respect to which such Eligible Director has already been granted an RSU Award shall be implemented by increasing or decreasing the cash portion of such Eligible Director’s annual retainer.

(ii) Limitation on Equity Retainer. Notwithstanding the foregoing or anything to the contrary herein, the maximum Equity Retainer granted to an Eligible Director during the Annual Director Compensation Period shall not exceed the limit set forth in Section 4(b)(ii) of the Plan.

(b) Grant of RSU Award.

(i) Directors Serving At and Following the Annual Meeting. Each person who is or becomes an Eligible Director on the date of the Company’s annual meeting of stockholders (the “**Annual Meeting**”) and whose service on the Board is expected to

continue following such meeting shall be granted his or her RSU Award at the first meeting of the Board of Directors that takes place on or after the date of the Annual Meeting. The number of RSUs to be issued to each such Eligible Director shall be that number of RSUs equal to the dollar amount of the Equity Retainer, divided by the closing price of the Company's common stock on the grant date, rounded to the nearest ten units.

(ii) Directors Commencing Service After the Annual Meeting. If an Eligible Director begins serving as a director on a date other than the date of an Annual Meeting, his or her RSU Award shall be pro-rated to reflect the partial service provided by such Eligible Director during such Annual Director Compensation Period. The RSU Award shall be granted at the first meeting of the Board of Directors that takes place on or after the date such Eligible Director is elected or appointed to the Board, or, if such meeting occurs during a quarterly or special blackout period, the first trading day after the date on which such blackout period has concluded (the "**Effective Date**"). The number of RSUs to be issued to each such Eligible Director shall be that number of RSUs equal to the dollar amount of the Equity Retainer, divided by the closing price of the Company's common stock on the Effective Date, rounded to the nearest ten units.

(c) Dividend Equivalents. Promptly after each date on which the RSUs vest, the Company will pay to the Eligible Director an amount in cash (subject to any applicable taxes or charges) equal to the sum of the regular quarterly per share cash dividends, if any, paid by the Company to holders of record on or after the Grant Date (the "**Dividend Equivalent**") multiplied by the number of RSUs then vesting in Shares. If, prior to the final vesting date of an Award hereunder (the "**Final Vesting Date**"), there is a record date for the Company's regularly quarterly cash dividend that will be payable after the Final Vesting Date, then as soon as practicable after the later of the date the RSUs are settled in Shares or the date the declared dividend is paid to shareholders generally, the Company shall pay the Eligible Director the Dividend Equivalent on the RSUs that were held by such Eligible Director on such record date, calculated as provided above. Except for the payment of Dividend Equivalents, an Eligible Director shall have no right to receive any payment on account of any dividend or other distribution on the underlying Shares. Dividend Equivalents may not be paid until the vesting of the RSUs.

(d) No Voting or Other Rights. Until the RSUs vest and are settled as Shares, an Eligible Director shall not have voting rights with respect to the RSUs or the underlying Shares, and an Eligible Director will not be able to sell, encumber or otherwise transfer the RSUs or the underlying Shares except in accordance with the terms of the Plan.

Section 3. Termination of Services as a Director

(a) Retirement. If an Eligible Director's term of service as a director is terminated by reason of retirement on or after normal retirement age for a director as set forth in the Company's Corporate Governance Guidelines ("**Retirement**"), any RSU Award held by such Eligible Director shall continue to vest in the same manner as if such Eligible Director's term of service had not terminated.

(b) Death or Disability. If an Eligible Director's term of service as a director is terminated by reason of death or Disability or, if following termination or Retirement as a director, a former director dies while continuing to have rights under any RSU Awards, upon such death or termination by reason of Disability, any such RSUs shall immediately vest and be settled in Shares.

(c) Forfeiture. If an Eligible Director's term of service as a director terminates for any reason other than as a result of Retirement, death or Disability, all RSUs held by such Eligible Director that remain subject to restrictions shall be forfeited and transferred back to the Company on the date of such termination; *provided, however*, that any RSUs that remain subject to restrictions but that would have vested within one year following the Eligible Director's termination of service shall vest on a pro-rata basis, as determined by the Board.

For purposes hereof, "**Disability**" shall be deemed to refer to the meaning of "Disability" as set forth by the Social Security Administration as of the applicable time.

Section 4. Change in Control

All unvested RSUs shall immediately become vested upon a Change in Control; provided that an Eligible Director is serving as a member of the Board immediately prior to the consummation of the Change in Control transaction.

Section 5. Section 409 of the Internal Revenue Code

- (a) This Program and any Award Agreement hereunder are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code ("**Section 409A of the Code**"), and the provisions of this Award Agreement and the Program shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code. If any term or condition of this Award Agreement or any provision of the Program would otherwise frustrate or conflict with this intent, the term or condition or provision shall be interpreted and deemed amended so as to avoid this conflict.
- (b) Notwithstanding anything in the Program to the contrary, if the Company considers an Eligible Director to be a "specified employee" under Section 409A of the Code at the time of such Eligible Director's "separation from service" (as defined in Section 409A of the Code), and any amount hereunder is "deferred compensation" subject to Section 409A of the Code, any distribution of such amount that otherwise would be made to such Eligible Director with respect to an Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in such Eligible Director incurring interest or additional tax under Section 409A of the Code. The right to any "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations) shall be treated separately from the right to other amounts under the Award. To the extent an Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), such Eligible Director's right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment. Notwithstanding the foregoing, the tax treatment of the benefits provided under this Program or any Award Agreement hereunder is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by an Eligible Director on account of noncompliance with Section 409A of the Code.

Section 5. Termination, Modification or Suspension

The Board may terminate, modify or suspend the Program at any time as it may deem advisable.

Section 6. Governing Law

The Program shall be governed by and interpreted in accordance with Michigan law.

MASCO CORPORATION**TERMS AND CONDITIONS OF
RESTRICTED STOCK UNITS FOR NON-EMPLOYEE DIRECTORS
UNDER THE
MASCO CORPORATION 2024 LONG TERM STOCK INCENTIVE PLAN****Section 1. Definitions**

Terms not defined in these Terms and Conditions shall have the meanings given to them in the Masco Corporation (the “**Company**”) 2024 Long Term Stock Incentive Plan (the “**Plan**”), the Non-Employee Directors Compensation Program (the “**Program**”) or the Award Agreement.

Section 2. Terms of RSU Award

- a. Restricted Stock Units (“**RSUs**”) are bookkeeping entries that give you the right to receive Shares on a one-for-one RSU-to-Share basis upon vesting. Shares issued upon vesting of RSUs will be registered in your name in book-entry form. RSUs that do not vest into Shares will lapse and be forfeited. Until the RSUs vest and are settled in Shares, you will not have voting rights with respect to the RSUs or the underlying Shares, and you will not be able to sell, encumber or otherwise transfer the RSUs or the underlying Shares, except in accordance with the Plan or the Program.
- b. Provided that you have continuously served as an Eligible Director since the date that the Award was granted, and subject to the other terms and conditions of the Award, the restrictions on the RSUs will lapse in accordance with the vesting schedule set forth in the Award Agreement until all the RSUs have vested into Shares.

Section 3. Prohibited Activities.

- a. Notwithstanding anything to the contrary in these Terms and Conditions:
 - i. If at any time you engage in an activity following the termination of your service as a director which in the sole judgment of the Board is detrimental to the interests of the Company, a subsidiary or an Affiliate, all Awards that have not vested will be forfeited to the Company. You acknowledge that such activity includes, but is not limited to, “Business Activities.”
 - ii. You agree, in consideration for your Award, and regardless of whether your Award has vested, while you are a holder of your Award and, to the maximum extent permitted under applicable law, for a period of one year thereafter (the “**Prohibited Period**”), not to, directly or indirectly, own any interest in (other than an indirect interest that arises from your ownership of or investments in mutual funds or similar collective investment equity vehicles available to the general public), manage, control, participate in (whether as a manager, officer, employee, partner, agent, representative or otherwise), consult with, render services for, or any other manner engage in, or assist in any manner any other person or entity to engage in, any Business Activities within the Restricted Territory. For purposes of these Terms and

Conditions, “**Business Activities**” shall mean the design, development, manufacture, sale, marketing or servicing of any product or service that is competitive with any products or services offered by the Company or any subsidiary or Affiliate of the Company at any time while your Award is outstanding; and “**Restricted Territory**” means any state in which the Company or its subsidiary or Affiliate offers services or products.

- iii. Without limiting the generality of Section 3(a)(i) and (ii), you agree that during the Prohibited Period, you will not, directly or indirectly:
 - A. solicit business from any person or entity that is or was a client or customer of the Company or any of its subsidiaries or Affiliates during the time in which your Award is outstanding for the purpose of securing business or contracts related to the Business Activities or in any way interfere with the relationship between the Company and its subsidiaries or Affiliates and any such client or customer; or
 - B. employ, solicit, engage, or in any way interfere in the Company's relationship with any person who is (or was at any time during the 12 months preceding such action) employed or engaged by the Company or its subsidiaries or Affiliates.
- iv. Should you breach any of the restrictions contained in this Section 3(a), by accepting your Award you agree, independent of any equitable or legal remedies that the Company may have and without limiting the Company's right to any other equitable or legal remedies, to pay to the Company in cash immediately upon the demand of the Company (A) the amount of income realized for income tax purposes from your Award, net of all federal, state and other taxes payable on the amount of such income, but only to the extent such income is realized from the vesting of your Award that occurred on or after your termination of your service as a director of the Company or within the two year period prior to the date of such termination, plus (B) all costs and expenses of the Company in any effort to enforce its rights under this section. To the extent permitted under applicable law, the Company shall have the right to set off or withhold any amount owed to you by the Company or any of its subsidiaries or Affiliates for any amount owed to the Company by you under your Award Agreement.

Section 4. Dispute Resolution

- a. Section 3 of the Plan provides, in part, that the Committee appointed by the Board to administer the Plan shall have the authority to interpret the Plan, the Award Agreement, your Award and any related document and decide all questions and settle all controversies and disputes relating thereto. It further provides that the determinations, interpretations and decisions of the Committee are within its sole discretion and are final, conclusive and binding on all persons.
- b. In addition, you and the Company agree that if for any reason a claim is asserted against the Company or any of its subsidiaries or Affiliates or any officer, employee or agent of the foregoing (other than a claim involving non-competition restrictions or the Company's, a subsidiary's or an Affiliate's trade secrets, confidential information or intellectual property rights) which (i) subverts the provisions of Section 3 of the Plan; or (ii) involves any of the

provisions of the Award Agreement or the Plan or the provisions of any equity award or other agreements relating to Company common stock or the claims of yourself or any persons to the benefits thereof, in order to provide a more speedy and economical resolution, you and the Company will resolve any dispute through mediation, and, if necessary, final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. The mediation and arbitration will be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. The decision of the arbitrator will be final and binding. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The parties shall bear their own legal fees in any arbitration and shall split the fees of the AAA and the arbitrator. Notwithstanding the provisions contained herein, however, the parties specifically agree that any mediation or arbitration required by this paragraph shall take place at the offices of the American Arbitration Association located in the metropolitan Detroit area or such other location in the metropolitan Detroit area as the parties might agree. Except as otherwise required under applicable law, you and the Company agree that class action, collective action and representative action procedures shall not be asserted, nor will they apply in any proceeding governed by the Program. Neither the Company nor you will assert any class action or representative claims; each shall only submit their own individual claims and will not seek to represent the interests of any other person or entity.

- c. The provisions of this Section 4: (i) shall survive the termination or expiration of the Award Agreement, (ii) shall be binding upon the Company’s and your respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim based upon the Award Agreement, (iii) shall supersede the provisions of any prior agreement between you and the Company with respect to any of the Company’s restricted stock unit, restricted stock or other stock-based incentive plans to the extent the provisions of such other agreement requires arbitration between you and the Company, and (iv) may not be modified without the consent of the Company. Subject to the exception set forth above, you and the Company acknowledge that neither of us nor any other person asserting a claim described above has the right to resort to any federal, state or local court or administrative agency concerning any such claim and the decision of the arbitrator shall be a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute.

Section 5. Compliance with Section 409A of the Internal Revenue Code.

- a. Your Award Agreement and the Plan are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code (“**Section 409A of the Code**”), and the provisions of your Award Agreement and the Plan shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code.
- b. If any term or condition of your Award Agreement or any provision of the Plan would otherwise frustrate or conflict with this intent, the term or condition or provision shall be interpreted and deemed amended so as to avoid this conflict.

Section 6. Tax Matters

You agree to comply with the requirements of applicable federal and other laws with respect to withholding or providing for the payment of required taxes. You also agree to promptly provide such

information with respect to your Award or the underlying Shares acquired pursuant to your Award, as may be requested by the Company or any of its subsidiaries or Affiliates.

Section 7. Other Terms

- a. The Award Agreement shall be governed by and interpreted in accordance with Michigan law.
- b. The headings set forth herein are for informational purposes only and are not a substantive part of these Terms and Conditions.
- c. These Terms and Conditions are effective for grants made on or after May 9, 2025.

05.2025

November 28, 2025

RE: Employment Offer

Jen Stone
[Address]
Dear Jen:

I am pleased to confirm our offer to you for the position of Vice President, Chief Human Resources Officer, Masco Corporation (the "Company" or "Masco"), reporting to me.

The elements of your compensation package are described below and are subject to approval by the Compensation and Talent Committee of Masco's Board of Directors (the "Compensation Committee"), and your election as Vice President, Chief Human Resources Officer by Masco's Board of Directors.

Annual Base Salary

Your annualized base salary will be \$600,000 (less deductions required by law), payable bi-weekly in accordance with the Company's standard payroll procedures. Your first salary review will be in February 2026, and adjustments to your base salary will be considered by the Compensation Committee based on your job performance and consideration of competitive market data.

Annual Restricted Stock Unit Award

You will be eligible to receive an annual Restricted Stock Unit ("RSU") award equal in value to 52.5% of your annual base salary. RSUs, which are typically granted in February, are subject to approval by the Compensation Committee and vest over three years. Your first annual RSU award will be in February 2026.

Performance-Based Incentive Compensation

You are eligible to participate in the Company's performance-based incentive compensation programs in which you will be eligible to receive an annual cash bonus and Performance Restricted Stock Unit ("PRSU") award as follows:

Annual Cash Bonus

Your annual cash bonus opportunity is 70% of your annual base salary. The achievement of the cash bonus will be dependent upon Company and individual performance and can range from 0% to 200% of target. Bonuses are determined after year-end, subject to approval by the Compensation Committee, and are typically paid in February. Your first eligible cash bonus opportunity will be for fiscal year 2026, which, if performance is achieved, will be paid in February 2027.

Long-Term Incentive Program

Masco believes a long-term incentive program provides a meaningful incentive for our executives to achieve long-term growth and profitability. Accordingly, you are eligible to participate in our Long-Term Incentive Program (“LTIP”). Your LTIP grant value target is 105% of your annual base salary. The LTIP has a three-year performance period, and awards under the program are issued in the form of PRSUs. A grant of PRSUs entitles you to receive shares of our stock if threshold Company performance goals are met over the three-year period. If the threshold goals are not achieved, no award will be made. If the maximum goals are exceeded, the award percentage is capped at 200% of the PRSUs granted. You will be eligible to participate in the 2026-2028 LTIP. PRSU grants under the LTIP are subject to the discretion of and approval by the Compensation Committee.

Stock Options

Masco considers the granting of stock options annually to motivate our executives to improve our share price and to align their long-term interests with those of shareholders. You are eligible to receive an annual stock option grant equal in value to 52.5% of your annual base salary, subject to approval by the Compensation Committee.

You will be eligible for a stock option grant in February 2026, subject to approval by the Compensation Committee.

Stock Ownership Requirements

The Company believes that stock ownership by our executives aligns the interest of our executives with that of our shareholders. In support of this belief, and given the nature of your role, you are required to own Masco stock with a value of two (2) times your base salary, and you will have three (3) years in which to achieve this ownership level.

Make-Whole Cash Sign-On

You will receive a one-time cash sign-on payment of \$900,000 (less deductions required by law), paid within the first thirty days of your start date, which represents a make-whole to you. In the event you voluntarily terminate your employment with the Company or are terminated with cause, as determined by the Company in good faith, within two years of receiving this cash payment, you agree to reimburse the Company for the full amount within 45 days after your employment concludes.

Make-Whole RSU Award

You will receive an initial RSU award in the amount of \$1,667,000, which represents a make-whole to you. The number of shares will be determined using the Company’s closing share price January 5, 2026, the first Monday after you start employment with the Company. \$667,000 of the RSUs will vest in approximately equal installments over two years beginning February 2026. \$1,000,000 of the RSUs will vest in approximately equal installments over three years beginning February 2026. Each RSU accrues a “Dividend Equivalent,” which means that the quarterly dividends paid by Masco will accumulate from the date an RSU is granted to the date the RSU vests. The Dividend Equivalent that is attributable to each RSU will be paid in cash promptly after the RSU vests.

The above information concerning annual RSU awards, performance-based incentive compensation, and stock options provides only a summary of certain terms of our equity compensation program. All of the terms and conditions of our program, and of any grant of RSUs, PRSUs and stock options made under the program, are contained in Masco's 2024 Long Term Stock Incentive Plan (the "Plan") and in the terms and conditions ("Terms and Conditions") provided to recipients at the time of a grant (the Plan and Terms and Conditions are referred to as the "Plan Documents"). A copy of the Plan is available at NetBenefits.com. In the case of any conflict between this communication and the Plan Documents, the Plan Documents will control. The Company reserves the right to amend or terminate the equity compensation program at any time.

All awards of RSUs, PRSUs, and stock options require your acceptance of the terms and conditions contained in the Plan Documents.

Health and Welfare Benefits

You will be eligible to participate in the Company's health and welfare benefit programs as a full-time regular employee. Your health insurance coverage will begin on the first day of the month commencing after you have been employed with the Company for thirty (30) days.

Retirement Benefits

401(k) Plan

You will be eligible to participate in the Company's 401(k) plan beginning on your first day of employment. The Company matches 100% of the first 4% of your compensation deferred to the plan, subject to IRS 401(k) plan contribution limits. Company matching contributions are immediately 100% vested.

Profit Sharing

You will also be a participant in Masco's discretionary profit-sharing plan as part of your Masco 401(k) Plan benefit. After the end of each year, the Compensation Committee approves the contribution percentage for executives based on the Company's achievement of performance during the preceding year. You will be eligible for profit-sharing beginning January 1, 2026, and the initial contribution, if any, will be made in February 2027 based on 2026 results. You will become 100% vested in this benefit after completing three years of service.

Benefits Restoration Plan

Based on your target cash compensation (your base salary plus your cash bonus incentive), you may also be eligible for the Masco Corporation Retirement Benefits Restoration Plan ("BRP"). This is a non-qualified plan used to restore and maintain the level of retirement benefits for employees affected by the IRS compensation limits. Masco makes an annual contribution to this plan on your behalf to equalize any lost contributions due to IRS 401(k) plan contribution limits for both the Company match and profit-sharing contribution.

Vacation

You will be eligible for paid time off in accordance with the Company's Discretionary Time Off ("DTO") program in addition to the normal holiday schedule for Masco's Corporate Headquarters location.

These benefits, along with additional health, welfare, and other Company-sponsored benefits, will be explained in detail to you following the commencement of your service with the Company.

Relocation Assistance

You will be required to work from your office at the Company's Livonia, Michigan headquarters at least consistent with the Company's policies. You will receive a one-time relocation payment in a lump sum of \$200,000 (net of taxes and other deductions) paid within the first thirty days of your start date. In the event you voluntarily terminate your employment with the Company or are terminated with cause, as determined by the Company in good faith, within two years of receiving this cash payment, you agree to reimburse the Company for the full amount within 45 days after your employment concludes. As a result of this relocation assistance, you will not be eligible for any relocation assistance as described in the Masco Corporation Relocation Assistance Guidelines.

Pre-employment Screening

Your employment is contingent on the successful completion of a pre-employment background investigation and drug screen. This must be completed prior to your first day of employment.

Start Date and At-Will Employment

Your start date in this new role will be January 1, 2026.

This letter is intended to answer many of the questions that you may have concerning your employment but should not be construed as a contract of employment or a binding obligation without unrestricted right of the Company to modify or terminate the provisions provided herein. At all times during your employment, you will be an "at will" employee, which means that your employment may be terminated at any time with or without cause.

This offer is contingent upon you signing our Confidentiality and Dispute Resolution Agreements prior to your start date.

To confirm your acceptance of this offer, please sign a copy of this letter and return it to me.

Jen, I am confident that you will make a significant contribution in this leadership role for Masco. Please let me know if you have any questions regarding this offer.

Sincerely,

/s/ Jonathan Nudi

Jon Nudi
President & Chief Executive Officer
Masco Corporation

Offer Accepted:

Signature: /s/ Jen Stone Date: November 28, 2025

**TRANSITION AND SEVERANCE AGREEMENT
AND RELEASE OF ALL LIABILITY**

This Transition and Severance Agreement and Release of All Liability ("Agreement") is made as of December 19, 2025, between Imran Ahmad ("Employee") and Masco Corporation, with a business address of 17450 College Parkway, Livonia, MI 48152 ("Masco").

INTRODUCTION

- A. Employee's last day of work is anticipated to be on December 31, 2025; provided, however, Masco or Employee may elect to end Employee's employment prior to that date subject to the terms below. The date Employee last performs work for Masco is the "Separation Date."
- B. Pursuant to this Agreement, Employee is eligible for certain payments and benefits as described herein (the "Severance Benefits").
- C. Employee has had the opportunity to review this Agreement, has been encouraged to consult with legal counsel, if desired, in order to understand the potential rights or remedies that will be waived and released upon Employee's execution of this Agreement.
- D. Employee and Masco, without any admission of liability, desire to settle with finality, compromise, dispose of, and release all claims and demands of Employee which have been or could be asserted, whether arising out of Employee's employment, the termination of Employee's employment, or otherwise, as set forth herein.

AGREEMENT

In exchange for the consideration and mutual promises identified below (the adequacy and sufficiency of which being duly acknowledged), Employee and Masco agree as follows:

- 1. **Transition Employment.**
 - a. Employee agrees to continue to work for Masco on a full-time basis through the Separation Date as its Group President – Architectural Products. Employee agrees that through the Separation Date, Employee will be engaged and productive performing his duties and other duties as may be reasonably requested by Masco's CEO (together, the "Transition Services"). Employee agrees to comply with all Masco policies, rules and procedures, as amended from time to time. Through the Separation Date, Employee will continue to receive the base salary and benefits he is receiving as of the Agreement Date, subject to all required withholdings and payable in accordance with Masco's standard payroll practices.
 - b. Employee acknowledges and agrees that he must remain employed by Masco through December 31, 2025, unless advance written permission is provided by Masco. If Employee resigns without Masco's written permission, gives notice to terminate his employment, or is terminated for cause (as reasonably determined by
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Masco, which includes not successfully completing the Transition Services) prior to December 31, 2025, Employee will not be eligible for the Severance Benefits.

- c. Employee acknowledges and agrees that effective on the Separation Date, he will cease to serve as an officer of Masco, and as an officer and/or director of any Masco subsidiary.
2. Severance Benefits. As consideration for Employee entering into this Agreement, complying with its terms, including, but not limited to, completing the Transition Services, signing this Agreement and signing the Supplemental Employee Release after the Separation Date, and not revoking same, Employee shall receive the following “Severance Benefits”:
- a. A cash payment of \$973,875.00, less applicable deductions and withholdings, to be paid in one lump sum within 15 days of the Effective Date (as defined below) of this Agreement;
 - b. A cash payment of \$25,000.00, less applicable deductions and withholdings, to be paid in one lump sum within 15 days of the Effective Date of this Agreement. Employee may or may not use these monies to pay for COBRA benefits;
 - c. Subject to approval by Masco’s Compensation and Talent Committee, Employee will also receive by February 27, 2026:
 - i. an annual cash bonus at his target amount for calendar year 2025 adjusted for company performance;
 - ii. a cash payment of \$417,375.00 which represents the value of the restricted stock unit grant at Employee’s target amount that would have been granted in February 2026 if he remained employed; and
 - iii. a cash payment for the value of the share award under the long-term incentive program (“LTIP”) for 2023-2025, provided that the award is subject to achievement of the established performance goals for the LTIP; and
 - d. Masco will provide Employee with professional outplacement services at the executive-tier level through the outplacement/consulting firm Right Management. Employee must contact Right Management at 248-228-0699 within 60 days of the Separation Date in order to utilize this benefit.
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3. Employee's Continuing Obligations.

- a. Release. Employee, individually, and on behalf of Employee's heirs, executors, administrators, successors and assigns, releases and forever discharges Masco, its parents, subsidiaries, affiliates, divisions, and, as to each of the aforementioned, their respective successors, predecessors, assigns, insurers, past and present owners, officers, directors, agents, current and former employees and independent contractors, all others for whom the parties released herein may be vicariously or otherwise liable, the attorneys and legal representatives of all those released herein, as well as the agents and employees of those attorneys and legal representatives, and any and all other persons, firms, companies, corporations and other legal entities (collectively referred to as the "Masco Releasees"), of and from all claims, demands, actions, causes of action, statutory rights, debts, suits, contracts, agreements, and liabilities of any kind, nature or description, direct or indirect, in law or in equity, in contract or in tort or otherwise, which Employee ever had or which Employee now has or hereafter can, shall or may have, against any of the Masco Releasees, for or by reason of any matter, cause, or thing whatsoever up to the date the Employee executes this Agreement, whether known or unknown, suspected or unsuspected at the present time, or which may be based upon pre-existing acts, claims or events occurring at any time up to the present date which may or have resulted in damages, including, without limitation, all direct or indirect claims either for direct or consequential damages of any kind whatsoever and rights or claims arising under any and all federal, state or local statutes, ordinances and/or laws, including without limitation Title VII of the Civil Rights Act of 1964 ("Title VII"), the Equal Pay Act ("EPA"), the Pregnancy Discrimination Act ("PDA"), the Genetic Information Nondiscrimination Act ("GINA"), the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), all claims under applicable state civil rights statutes, and all other claims and rights, whether in law or equity. It is the intention of the parties that this general release by Employee will be construed as broadly as possible, subject to the express limitations set forth below. Nothing in this Agreement, however, prohibits or prevents Employee from filing a charge with or participating, testifying or assisting in any investigation, hearing, whistleblower action or other proceeding, which cannot be waived, before any federal, state or local government agency (e.g., EEOC, NLRB, SEC, etc.), nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee rights and abilities to contact, communicate with, report matters to or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies. Notwithstanding the above, Employee is not waiving: (a) Employee's right to make claims arising out of any acts or omissions of the Masco Releasees after the date Employee executes this Agreement; (b) any claim to vested amounts, benefits or entitlements under Masco's or its affiliates benefit plans, including, without limitation, under any defined contribution or defined benefit pension plan, supplemental executive retirement plan, benefits restoration plan; (c) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification (including related advancement of expenses) under Masco's or any of its affiliates' organizational documents, an
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indemnification agreement with Masco or any of its affiliates or otherwise; (d) any claim to amounts owed or benefits provided under this Agreement (subject to its terms); or (e) Employee's rights as an equity or security holder in Masco or its affiliates.

- b. Medicare Waiver. Employee affirms that, as of the date Employee signs this Agreement and the Supplemental Employee Release: (1) Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.); or (2) if eligible, Employee has no outstanding claims for Medicare benefits. Employee agrees to reasonably cooperate with Masco upon request with respect to any claim the CMS may make and for which Employee is required to indemnify Masco under this paragraph. Further, Employee agrees to waive any and all future actions against Masco for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A), except as set forth in Paragraph 3.h. below.

The release contained herein will not release or otherwise affect the Parties' rights and obligations arising under this Agreement.

- c. Past Agreements Continue. This Agreement does not release Employee of any ongoing obligations owed to Masco pursuant to the following agreements previously entered into with Masco:
- i. Dispute Resolution Policy (DRP). Any dispute Employee might have against Masco Releasees, arising out of the terms of this Agreement or otherwise, will be resolved solely by use of the Dispute Resolution Policy, the terms of which are incorporated into this Agreement. By signing this Agreement, Employee certifies that Employee has had an opportunity to review the DRP and that Employee has signed an acknowledgement of receipt of that document.
 - ii. Proprietary Confidential Information and Invention Assignment Agreement. Except as set forth in Paragraph 3.h. below, Employee agrees to comply with the Proprietary Confidential Information and Invention Assignment Agreement. That Proprietary Confidential Information and Invention Assignment Agreement, a copy of which has been provided to Employee, shall continue in full force and effect. As of the date Employee signs the Supplemental Employee Release, Employee certifies that all confidential, proprietary or trade secret information has been returned as required by the Proprietary Confidential Information and Invention Assignment Agreement.
 - iii. Terms and Conditions of Equity Awards. Pursuant to the 2014 Masco Corporation Long Term Stock Incentive Plan, the 2024 Masco Corporation Long Term Stock Incentive Plan, and the terms and conditions of all phantom awards, restricted stock unit ("RSU") awards, performance RSU ("PRSU") awards and option grants made to Employee, Employee continues to be bound by the obligations described therein.
- d. Return of Property. Employee agrees to return, on or before the Separation Date, any and all Masco property still in Employee's possession (including any and all property of its affiliates) of whatsoever kind and character, including, without
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limitation, keys, documents, computer software and hardware, discs and media, and policy and procedures manuals. However, Employee may retain copies of this Agreement, any document referenced in this Agreement and any other agreement, plan, program, policy, or arrangement related to Employee's compensation, benefits, or terms of employment with Masco and its affiliates, as well as contact information for Employee's personal and professional contacts (whether or not stored on Masco or its affiliates' computer systems or other devices); provided that Employee only uses such information consistent with his ongoing obligations to Masco.

- e. Cooperation With Masco Releasees. Employee agrees that, in the defense or prosecution of any pending or future claim involving the Masco Releasees, Employee will make herself available at reasonable times for the purpose of consultation, discovery and providing testimony. Employee will at all times be candid, honest, and forthright in discharging the duties contemplated by this Paragraph. If it becomes necessary for the Masco Releasees to obtain the cooperation of Employee as contemplated herein, the Masco Releasees will: (i) in good faith reasonably accommodate Employee's personal and work schedules; and (ii) pay or reimburse Employee within five (5) days of its receipt of an invoice for reasonable expenses incurred by Employee in connection with providing support and cooperation pursuant to this Agreement.
 - f. Non-Cooperation With Others. Except to the extent permitted by applicable law or Paragraph 3.h., Employee shall not encourage or, except as required by law, provide any information about the business, products, or employees of the Masco Releasees to any person or entity to assert, maintain, or prosecute a claim or litigation against the Masco Releasees or its officers, directors, or employees. Employee further agrees that, if approached informally or subpoenaed by any person, company, attorney, or agent for any person or entity other than the Masco Releasees, at any time regarding any matter, currently litigated or otherwise, involving the Masco Releasees, its employees, its products, or its business, Employee will give prompt notice to the General Counsel of Masco Corporation, 17450 College Parkway, Livonia, MI 48152 via email or otherwise. Masco shall reimburse Employee for any reasonable expense incurred in connection with such notification.
 - g. No Disparagement. Except as set forth in Paragraph 3.h. below, Employee agrees not to criticize, disparage, or otherwise demean in any way Masco or its affiliates or their respective products, officers, directors or employees. This includes, but is not limited to, directly or indirectly providing disparaging comments to the media or disseminating them electronically, such as on any website or blog.
 - h. Employee Protection. Notwithstanding anything to the contrary herein, Employee understands that nothing in this Agreement or otherwise restricts or prohibits Employee from initiating communications directly with, responding to any inquiries from, providing testimony before, or providing information concerning this Agreement, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Securities Exchange Commission ("SEC") or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Company may not retaliate against the Employee for any of these activities, and nothing in this Agreement or otherwise requires Employee to waive any monetary award or other payment that
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Employee might become entitled to from the SEC or any other government agency or entity pursuant to this Paragraph 3.h. Nothing in this Agreement or otherwise requires Employee to disclose any communications Employee may have had or may in the future have or information Employee may have had or may in the future have provided to the SEC or any other government agency or entity regarding possible legal violations. Additionally, pursuant to 18 USC § 1833(b), an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (a) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual suing an entity for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to the individual's attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 USC § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 USC § 1833(b).

- i. Disclosure of Known Claims. Employee represents and warrants that Employee has disclosed to Masco any and all facts within Employee's knowledge concerning any actual or potential claim against Masco, including, but not limited to, any and all claims arising out of federal, state, or local law, or any claim resulting in or from a loss, theft, or fraud against Masco, except with respect to claims set forth in Paragraph 3.h. above.
 - j. No Actions Filed. Employee represents that Employee has not filed any action, charge, suit, or claim against Masco with any federal, state, or local agency or court, and has not initiated any mediation or arbitration proceeding, except with respect to any action or otherwise set forth in Paragraph 3.h. above. Employee further agrees that Employee shall not receive or be entitled to any monetary damages, recovery, and/or relief of any type in connection with any charge, administrative action, or legal proceeding pursued by Employee, by any governmental agency, person, group, or entity regarding and/or relating to any claim(s) released pursuant to this Agreement, except with respect to any charge or otherwise set forth in Paragraph 3.h. above.
 - k. Consequence of Employee's Breach. Employee acknowledges and agrees that, if Employee breaches any obligation under this Agreement, Masco may immediately terminate any remaining payments and the provision of any other benefits that might otherwise be required by this Agreement. Any such termination by Masco shall not impair the validity or enforceability of the release provision of this Agreement.
 - l. Additional Relief. Employee acknowledges and agrees that Masco's remedy at law for a breach or threatened breach of any of the following provisions of this Agreement: Employee's Continuing Obligations, Disclosure of Known Claims, No Disparagement, Non-Disclosure, Proprietary Confidential Information and Invention Assignment Agreement, Cooperation with Masco, Non-Cooperation with Others would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach of any of these provisions, Employee agrees that, in addition to its remedy at law, and at Masco's option, all rights of Employee under Paragraph 2 of this Agreement may be terminated, and Masco shall be entitled without posting
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any bond to obtain, and Employee agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. Employee acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach hereof, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by Masco or its affiliates as of the date of this Agreement. Nothing herein contained shall be construed as prohibiting Masco from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

- m. Remedies Cumulative. Employee acknowledges and agrees that the rights and remedies given to Masco in this Agreement shall be deemed cumulative, and the exercise of one such remedy shall not operate to bar the exercise of any other rights and remedies reserved to Masco or available at law or in equity.
- n. Employee Acknowledgments. Employee specifically represents, warrants, and confirms that, except as provided in clause (b) of this paragraph, up to the date Employee signs this Agreement, Employee: (a) has been properly paid for all hours worked for Masco; (b) has received all bonuses and other compensation due to Employee; and (c) has not engaged in any unlawful conduct relating to the business of Masco.

4. Miscellaneous Provisions.

- a. Termination of Welfare Benefit and Pension Plans. As of the Separation Date, Employee shall cease to be an active participant under Masco's welfare benefit and pension plans (or the plans of any of Masco's affiliates) pursuant to the terms of those plans, and no additional benefits shall accrue to Employee. Employee waives any claim to such accrual of benefits beyond the Separation Date.
 - b. ADEA Notices and Acknowledgment. Employee acknowledges that Employee has carefully read this Agreement and fully understands its contents. Prior to signing this Agreement, Employee has been advised in writing hereby and has had an opportunity to consult with Employee's attorney of choice concerning the terms and conditions of this Agreement, which contains a release of any and all rights Employee may have to pursue claims against any of the Masco Releasees, from the beginning of time up to the date Employee signs this Agreement, including without limitation, all ADEA and OWBPA claims.
 - c. Time for Acceptance. Employee has twenty-one days during which to consider this offer. Employee is not required to, but may, accept this Agreement by signing and dating it within twenty-one days. If Employee does not execute this Agreement within twenty-one days, then Masco's offer of this Agreement will be revoked, and it shall be deemed null and void.
 - d. Revocation/ Effective Date. Employee understands that Employee may revoke this Agreement for a period of seven calendar days following the execution of this Agreement. In addition, Employee understands that Employee may revoke the Supplemental Employee Release for a period of seven calendar days following the
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execution of that document. Therefore, the "Effective Date" for purposes of this Agreement will be the eighth calendar day after Employee signs and dates the Supplemental Employee Release. Employee further understands that, to be effective, any revocation must be in writing and received within seven calendar days of the date on which Employee signs and dates this Agreement, and that the revocation notice must be addressed to General Counsel, Masco Corporation, 17450 College Parkway, Livonia, MI 48152. If revocation is by mail, Employee should send it by certified mail, return receipt requested in order to create proof of receipt.

- e. Withholding and Payroll Taxes. Any and all payments to Employee under this Agreement are subject to applicable withholding and payroll taxes.
 - f. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
 - g. Venue. The parties agree that any dispute may only be commenced in the office of the American Arbitration Association nearest Livonia, Michigan.
 - h. Entire Agreement. This Agreement, together with the other documents referenced herein, contains the parties' entire agreement relating to its subject matter and supersedes and replaces all other agreements and/or understandings between the parties relating to its subject matter, except as otherwise specifically stated herein; *provided* however, that the agreements identified in Paragraph 3.c. of this Agreement shall continue in full force and effect as provided in a manner consistent with Paragraph 3.c., as shall those terms in any and all other agreements, which by their terms survive the termination of employment.
 - i. Modifications. This Agreement may not be modified except by a subsequent written agreement, executed by both parties, which specifically evidences an intent to modify the terms of this Agreement. Employee reaffirms Employee's agreement to comply with all such ongoing obligations. The terms of this Agreement are contractual and not a mere recital.
 - j. No Oral Representations. Employee represents that no promise, inducement or agreement has been made between the parties regarding the subject matter of this agreement other than those specifically set forth in this Agreement, and that he has not relied on any oral statements of Masco or its representatives in deciding to sign this Agreement.
 - k. Knowing and Voluntary. Employee represents that employee fully understands the terms of this Agreement and is executing this Agreement voluntarily.
 - l. Severability. If any portion of this Agreement is ruled unenforceable, all remaining provisions shall remain valid and in effect.
 - m. Waiver of Breach. The waiver by Masco of any breach of any provision of this Agreement shall not be construed or considered as a waiver of any subsequent breach.
 - n. Headings. The headings of each Paragraph are for convenience only and shall not affect the meaning or intent of any provision of this Agreement.
 - o. Assignment. Employee's obligations under this Agreement are not assignable, although Masco shall have the right to assign this Agreement. This Agreement shall be binding upon Employee's executors, heirs, estate, legal representatives,
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beneficiaries, and other successors in interest and shall inure to the benefit of Masco and its successors and assigns. All subsidiaries, affiliates, and successors in interest of or to Masco are intended to be third party beneficiaries of this Agreement.

Masco Corporation

By: /s/ Kenneth G. Cole
Kenneth G. Cole

Its: Vice President, General Counsel and Secretary

Employee

/s/ Imran Ahmad
Employee Signature

Imran Ahmad
Employee Printed Name

December 18, 2025

Supplemental Employee Release

In order to receive the Severance Benefits pursuant to Paragraph 2 of the Transition and Severance Agreement and Release of All Liability dated as of December 19, 2025 (the "Agreement"), Employee must sign this Supplemental Employee Release on or after Employee's last day of employment with Masco.

Employee hereby acknowledges and reaffirms the release and discharge of all claims against Masco Releasees contained in Paragraph 3 of the Agreement. Employee is not required to, but may, accept this Supplemental Employee Release by signing and returning it to Masco within twenty-one (21) days of Employee's last day of employment. Employee further understands his right to revoke his acceptance as set forth in Paragraph 4(d) of the Agreement. If Employee does not sign and return this Supplemental Employee Release by the twenty-first day following the Separation Date, or revokes such acceptance, Employee will not receive any of the benefits described herein.

Employee: Imran Ahmad

/s/ Imran Ahmad

Signature

Imran Ahmad
Print Name

January 4, 2026

Date

MASCO CORPORATION
(a Delaware corporation)

Subsidiaries as of December 31, 2025

Directly owned subsidiaries are located at the left margin; each subsidiary tier thereunder is indented. Subsidiaries are listed under the names of their respective parent entities. Unless otherwise noted, the subsidiaries are wholly-owned. Certain of these entities may also use trade names or other assumed names in the conduct of their business.

NAME	JURISDICTION OF FORMATION
Airex 3, LLC	Michigan
Behr Process LLC ¹	California
BEHR PAINTS IT!, INC.	California
Behr Process Canada Ltd.	Canada
Masterchem Industries LLC	Missouri
ColorAxis, Inc.	California
Masco Support Services Company	Delaware
Behr Sales LLC	California
Delta Faucet Support Services LLC	Delaware
Liberty Hardware Retail & Design Services LLC	Delaware
Watkins Support Services LLC	Delaware
Behr Process Paints (India) Private Limited	India
BrassCraft Manufacturing Company	Michigan
Brasstech, Inc. ²	California
Delta Faucet (China) Co., Ltd.	China
Delta Faucet Company Mexico, S. de R.L. de C.V.	Mexico
Kraus USA Plumbing LLC	Delaware
Landex of Wisconsin, Inc.	Wisconsin
Liberty Hardware Mfg. Corp.	Florida
Liberty Hardware Asia Co., Ltd.	China
Masco Building Products Corp.	Delaware
Masco Capital Corporation	Delaware
Masco Chile Limitada ³	Chile
Masco Corporation of Indiana	Indiana
Delta Faucet Company ⁴	Indiana
Delta Faucet Company of Tennessee	Delaware
Masco Europe, LLC	Delaware
Masco Europe S.C.S.	Luxembourg
Masco Europe S.à r.l.	Luxembourg

¹ Also conducts business under the assumed names Behr Paint Company, Behr Pro and Work Tools Applicators Co.

² Also conducts business under the assumed names Ginger, Motiv, Newport Brass and Newport Metal Finishing, Inc.

³ Masco Corporation's ownership is 99.99%.

⁴ Also conducts business under the assumed names Brizo Kitchen & Bath, Masco Bathing Company, Peerless Faucet Company and Product Research Company.

NAME	JURISDICTION OF FORMATION
Behr (Beijing) Paint Company Limited	China
Masco Canada Limited ⁵	Canada
Masco Corporation Limited	United Kingdom
Bristan Group Limited	United Kingdom
Watkins Distribution UK Limited	United Kingdom
Masco Germany Holding GmbH	Germany
Hansgrohe SE ⁶	Germany
Easy Sanitary Solutions B.V.	Netherlands
ESS Assemblage GmbH	Germany
ESS GmbH	Germany
Hansgrohe Deutschland Vertriebs GmbH	Germany
Hansgrohe International GmbH	Germany
Hansgrohe SA	Argentina
Hansgrohe Pty Ltd	Australia
Hansgrohe Handelsgesellschaft m.b.H.	Austria
Hansgrohe N.V.	Belgium
Hansgrohe Sanitary Products (Shanghai) Co. Ltd.	China
Shanghai Hansgrohe International Trading Co., Ltd.	China
Hansgrohe d.o.o. za trgovinu	Croatia
Hansgrohe CS s.r.o.	Czech Republic
Hansgrohe A/S	Denmark
Hansgrohe Sanitary Products LLC	Egypt
Hansgrohe Wasselonne S.A.S.	France
Hansgrohe S.à r.l.	France
Hansgrohe, Inc.	Georgia
Hansgrohe Kft.	Hungary
Hansgrohe India Private Limited	India
Hansgrohe s.r.l.	Italy
Hansgrohe Japan K.K.	Japan
Hansgrohe, S. de R.L. de C.V.	Mexico
Hansgrohe B.V.	Netherlands
Hansgrohe Sp. z.o.o.	Poland
Hansgrohe South Africa (Pty) Ltd.	Republic of South Africa
Hansgrohe Romania S.R.L.	Romania
Hansgrohe DOO VALJEVO, POPUČKE	Serbia
Hansgrohe Pte. Ltd.	Singapore
Hansgrohe S.A.	Spain
Hansgrohe AB	Sweden
Hansgrohe AG	Switzerland
Hansgrohe Armatür Sanayi ve Ticaret Limited Sirketi	Turkey

⁵ Also conducts business under the assumed name Delta Faucet Canada.

⁶ Masco Germany Holding GmbH owns 68.35%.

NAME	JURISDICTION OF FORMATION
Hansgrohe Limited	United Kingdom
Sauna360 Group Oy	Finland
Sauna360 Holding AB	Sweden
Sauna360 AB	Sweden
Sauna360 Oy	Finland
Kiinteistö Oy Sauna360	Finland
Sauna360 Ltd	United Kingdom
Tempered Products Inc.	Taiwan
Watkins Europe B.V.	Belgium
Masco Home Products S.à r.l.	Luxembourg
Masco Home Products Private Limited	India
Masco Singapore Pte. Ltd.	Singapore
Delta Faucet Company India Private Limited	India
SmarTap A.Y Ltd.	Israel
Steamist, Inc.	Pennsylvania
Masco Framing Corp.	Delaware
Masco Ventures LLC	Delaware
Mascomex, S.A. de C.V.	Mexico
Mercury Plastics LLC	Delaware
My Service Center, Inc. ⁷	Delaware
NCFII Holdings Inc.	Delaware
SAUNA360 Inc.	Minnesota
Vapor Technologies, Inc.	Delaware
Watkins Manufacturing Corporation ⁸	California
Hot Spring Spa Australasia PTY Ltd. ⁹	Australia
Hot Spring Spas New Zealand Limited ¹⁰	New Zealand
Tapicerias Pacifico, S.A. de C.V.	Mexico
Wellness Marketing Corporation ¹¹	Delaware

⁷ Also conducts business under the assumed name Masco Service Center.

⁸ Also conducts business under the assumed names Caldera Spas, Hot Spring Spas and Watkins Wellness.

⁹ Masco Corporation's effective ownership is 51% of which Watkins Manufacturing Corporation owns 50%.

¹⁰ Masco Corporation's effective ownership is 51% of which Watkins Manufacturing Corporation owns 50%.

¹¹ Also conducts business under the assumed name Endless Pools.

SHELL COMPANIES

<u>Name</u>	<u>Jurisdiction</u>	<u>Ownership</u>
Cal-Style Furniture Mfg. Co.	California	Masco Corporation

NAME HOLDING COMPANIES

<u>Name</u>	<u>Jurisdiction</u>	<u>Ownership</u>
Masco Screw Products Company	Michigan	Masco Corporation
Peerless Faucet Corporation	Indiana	Masco Corporation of Indiana

COMPANIES IN THE PROCESS OF BEING DISSOLVED OR LIQUIDATED

<u>Name</u>	<u>Jurisdiction</u>	<u>Ownership</u>
Masco Home Products Limitada	Chile	Masco Corporation

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-284818) and Form S-8 (Nos. 33-42229, 333-64573, 333-74815, 333-37338, 333-110102, 333-126888, 333-162766, 333-168827, 333-168829, 333-195713, 333-211493, 333-236370, and 333-279313) of Masco Corporation of our report dated February 10, 2026, relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Detroit, Michigan
February 10, 2026

MASCO CORPORATION
Certification Required by Rule 13a-14(a) or 15d-14(a)
of the Securities Exchange Act of 1934

I, Jonathon J. Nudi, certify that:

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

Date: February 10, 2026

By: /s/ Jonathon J. Nudi
Jonathon J. Nudi
President and Chief Executive Officer

MASCO CORPORATION
Certification Required by Rule 13a-14(a) or 15d-14(a)
of the Securities Exchange Act of 1934

I, Richard J. Westenberg, certify that:

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

Date: February 10, 2026

By: /s/ Richard J. Westenberg

Richard J. Westenberg

Vice President, Chief Financial Officer and Treasurer

MASCO CORPORATION
Certification Required by Rule 13a-14(b) or 15d-14(b)
of the Securities Exchange Act of 1934 and
Section 1350 of Chapter 63 of Title 18 of the
United States Code

The certification set forth below is being submitted in connection with the Masco Corporation Annual Report on Form 10-K for the annual period ended December 31, 2025 (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Jonathon J. Nudi, the President and Chief Executive Officer, and Richard J. Westenberg, the Vice President, Chief Financial Officer and Treasurer, of Masco Corporation, each certifies that, to the best of his knowledge:

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 consolidated financial condition and results of operations of Masco Corporation.

Date: February 10, 2026

/s/ Jonathon J. Nudi

Name: Jonathon J. Nudi

Title: President and Chief Executive Officer

Date: February 10, 2026

/s/ Richard J. Westenberg

Name: Richard J. Westenberg

Title: Vice President, Chief Financial Officer and Treasurer