

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

FORM 10-Q

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

For the quarterly period ended April 4, 2026

OR

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

For the transition period from | | to | |

Commission File Number 001-05224

STANLEY BLACK & DECKER, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Connecticut

06-0548860

(State or Other Jurisdiction of
Incorporation or Organization)

(I.R.S. Employer
Identification Number)

1000 STANLEY DRIVE
NEW BRITAIN, CT

06053

(Address of Principal Executive Offices)

(Zip Code)

Registrant's Telephone Number, Including Area Code 860 225-5111

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 \$2.50 Par Value per Share | SWK | New York Stock Exchange |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

155,455,564 shares of the registrant's common stock were outstanding as of April 24, 2026.

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PART I — FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

STANLEY BLACK & DECKER, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
THREE MONTHS ENDED APRIL 4, 2026 AND MARCH 29, 2025
(Unaudited, Millions of Dollars, Except Per Share Amounts)

| | Year-to-Date | |
|-------------------------------------|-------------------|-------------------|
| | 2026 | 2025 |
| Net Sales | \$ 3,846.4 | \$ 3,744.6 |
| Costs and Expenses | | |
| Cost of sales | 2,689.1 | 2,623.8 |
| Selling, general and administrative | 877.7 | 852.5 |
| Provision for credit losses | 6.3 | 14.5 |
| Other, net | 41.9 | 47.5 |
| Loss on sale of business | 3.1 | 0.3 |
| Asset impairment charges | 22.7 | — |
| Restructuring charges | 44.9 | 1.2 |
| Interest income | (37.2) | (49.2) |
| Interest expense | 113.1 | 126.4 |
| Earnings before income taxes | \$ 3,761.6 | \$ 3,617.0 |
| Income taxes | 84.8 | 127.6 |
| | 25.2 | 37.2 |
| Net Earnings | \$ 59.6 | \$ 90.4 |
| Total Comprehensive Income | \$ 30.6 | \$ 218.8 |
| Earnings per share of common stock: | | |
| Basic | \$ 0.39 | \$ 0.60 |
| Diluted | \$ 0.39 | \$ 0.60 |

See Notes to Unaudited Condensed Consolidated Financial Statements.

STANLEY BLACK & DECKER, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
APRIL 4, 2026 AND JANUARY 3, 2026
(Unaudited, Millions of Dollars, Except Share and Per Share Amounts)

| | April 4, 2026 | January 3, 2026 |
|---|--------------------|--------------------|
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents | \$ 333.7 | \$ 280.1 |
| Accounts and notes receivable, net | 1,438.4 | 919.7 |
| Inventories, net | 4,059.0 | 4,157.1 |
| Current assets held for sale | 271.5 | 262.4 |
| Prepaid expenses | 361.5 | 328.6 |
| Other current assets | 42.7 | 31.1 |
| Total Current Assets | 6,506.8 | 5,979.0 |
| Property, plant and equipment, net | 1,763.1 | 1,831.8 |
| Goodwill | 7,272.0 | 7,287.9 |
| Intangibles, net | 3,053.3 | 3,086.9 |
| Long-term assets held for sale | 1,279.5 | 1,273.9 |
| Other assets | 1,725.1 | 1,784.2 |
| Total Assets | \$ 21,599.8 | \$ 21,243.7 |
| LIABILITIES AND SHAREOWNERS' EQUITY | | |
| Current Liabilities | | |
| Short-term borrowings | \$ 1,743.0 | \$ 605.6 |
| Current maturities of long-term debt | 54.2 | 554.8 |
| Accounts payable | 2,220.1 | 2,163.0 |
| Accrued expenses | 1,642.5 | 1,878.1 |
| Current liabilities held for sale | 56.8 | 44.2 |
| Total Current Liabilities | 5,716.6 | 5,245.7 |
| Long-term debt | 4,704.0 | 4,703.3 |
| Deferred taxes | 44.2 | 66.2 |
| Post-retirement benefits | 325.6 | 330.2 |
| Long-term liabilities held for sale | 9.7 | 9.4 |
| Other liabilities | 1,823.0 | 1,834.3 |
| Commitments and Contingencies (Notes P and O) | | |
| Shareowners' Equity | | |
| Common stock, par value \$2.50 per share: Authorized 300,000,000 shares in 2026 and 2025 Issued 176,902,738 shares in 2026 and 2025 | 442.3 | 442.3 |
| Retained earnings | 8,178.2 | 8,244.6 |
| Additional paid in capital | 5,026.0 | 5,063.0 |
| Accumulated other comprehensive loss | (1,999.4) | (1,970.4) |
| | 11,647.1 | 11,779.5 |
| Less: cost of common stock in treasury (21,462,814 shares in 2026 and 21,866,327 shares in 2025) | (2,670.4) | (2,724.9) |
| Total Shareowners' Equity | 8,976.7 | 9,054.6 |
| Total Liabilities and Shareowners' Equity | \$ 21,599.8 | \$ 21,243.7 |

See Notes to Unaudited Condensed Consolidated Financial Statements.

STANLEY BLACK & DECKER, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
THREE MONTHS ENDED APRIL 4, 2026 AND MARCH 29, 2025
(Unaudited, Millions of Dollars)

| | Year-to-Date | |
|---|-----------------|-----------------|
| | 2026 | 2025 |
| OPERATING ACTIVITIES | | |
| Net earnings | \$ 59.6 | \$ 90.4 |
| Adjustments to reconcile net earnings to cash used in operating activities: | | |
| Depreciation and amortization of property, plant and equipment | 84.4 | 91.1 |
| Amortization of intangibles | 28.6 | 37.3 |
| Loss on sale of business | 3.1 | 0.3 |
| Asset impairment charges | 22.7 | — |
| Stock-based compensation expense | 28.2 | 36.4 |
| Changes in working capital | (388.8) | (469.0) |
| Changes in other assets and liabilities | (226.6) | (206.5) |
| Cash used in operating activities | (388.8) | (420.0) |
| INVESTING ACTIVITIES | | |
| Capital and software expenditures | (58.5) | (65.0) |
| Other | 3.0 | 7.3 |
| Cash used in investing activities | (55.5) | (57.7) |
| FINANCING ACTIVITIES | | |
| Payments on long-term debt | (500.1) | (500.0) |
| Net short-term commercial paper borrowings | 1,145.4 | 1,136.2 |
| Proceeds from issuances of common stock | 4.6 | 2.7 |
| Purchases of common stock for treasury | (15.3) | (11.7) |
| Cash dividends on common stock | (126.0) | (124.5) |
| Other | (0.4) | (0.7) |
| Cash provided by financing activities | 508.2 | 502.0 |
| Effect of exchange rate changes on cash, cash equivalents and restricted cash | (6.9) | 31.5 |
| Change in cash, cash equivalents and restricted cash | 57.0 | 55.8 |
| Cash, cash equivalents and restricted cash, beginning of period | 287.4 | 292.8 |
| CASH, CASH EQUIVALENTS AND RESTRICTED CASH, END OF PERIOD | \$ 344.4 | \$ 348.6 |

The following table provides a reconciliation of the cash, cash equivalents and restricted cash balances as of April 4, 2026 and January 3, 2026:

| | April 4, 2026 | January 3, 2026 |
|--|-----------------|-----------------|
| Cash and cash equivalents | \$ 333.7 | \$ 280.1 |
| Restricted cash included in Other current assets | 9.2 | 7.3 |
| Cash and cash equivalents included in Current assets held for sale | 1.5 | — |
| Cash, cash equivalents and restricted cash | \$ 344.4 | \$ 287.4 |

See Notes to Unaudited Condensed Consolidated Financial Statements.

STANLEY BLACK & DECKER, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREOWNERS' EQUITY
THREE MONTHS ENDED APRIL 4, 2026 AND MARCH 29, 2025
(Unaudited, Millions of Dollars, Except Share and Per Share Amounts)

| | Common Stock | Additional Paid In Capital | Retained Earnings | Accumulated Other Comprehensive Loss | Treasury Stock | Shareowners' Equity |
|---|-----------------|----------------------------------|----------------------|---|---------------------|------------------------|
| Balance January 3, 2026 | \$ 442.3 | \$ 5,063.0 | \$ 8,244.6 | \$ (1,970.4) | \$ (2,724.9) | \$ 9,054.6 |
| Net earnings | — | — | 59.6 | — | — | 59.6 |
| Other comprehensive loss | — | — | — | (29.0) | — | (29.0) |
| Cash dividends declared — \$0.83 per common share | — | — | (126.0) | — | — | (126.0) |
| Issuance of common stock (577,461 shares) | — | (65.2) | — | — | 69.8 | 4.6 |
| Repurchase of common stock (173,948 shares) | — | — | — | — | (15.3) | (15.3) |
| Stock-based compensation | — | 28.2 | — | — | — | 28.2 |
| Balance April 4, 2026 | <u>\$ 442.3</u> | <u>\$ 5,026.0</u> | <u>\$ 8,178.2</u> | <u>\$ (1,999.4)</u> | <u>\$ (2,670.4)</u> | <u>\$ 8,976.7</u> |
| Balance December 28, 2024 | \$ 442.3 | \$ 5,071.3 | \$ 8,343.3 | \$ (2,320.9) | \$ (2,816.1) | \$ 8,719.9 |
| Net earnings | — | — | 90.4 | — | — | 90.4 |
| Other comprehensive income | — | — | — | 128.4 | — | 128.4 |
| Cash dividends declared — \$0.82 per common share | — | — | (124.5) | — | — | (124.5) |
| Issuance of common stock (452,443 shares) | — | (52.0) | — | — | 54.7 | 2.7 |
| Repurchase of common stock (137,371 shares) | — | — | — | — | (11.7) | (11.7) |
| Stock-based compensation | — | 36.4 | — | — | — | 36.4 |
| Balance March 29, 2025 | <u>\$ 442.3</u> | <u>\$ 5,055.7</u> | <u>\$ 8,309.2</u> | <u>\$ (2,192.5)</u> | <u>\$ (2,773.1)</u> | <u>\$ 8,841.6</u> |

See Notes to Unaudited Condensed Consolidated Financial Statements.

STANLEY BLACK & DECKER, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
APRIL 4, 2026

A. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (hereinafter referred to as "generally accepted accounting principles" or "GAAP") for interim financial statements and with the instructions to Form 10-Q and Article 10 of Regulation S-X and do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation of the results of operations for the interim periods have been included and are of a normal, recurring nature. Operating results for the three months ended April 4, 2026 are not necessarily indicative of the results that may be expected for a full fiscal year. For further information, refer to the consolidated financial statements and footnotes included in Stanley Black & Decker, Inc.'s (the "Company") Annual Report on Form 10-K for the year ended January 3, 2026, and subsequent related filings with the Securities and Exchange Commission ("SEC").

On April 6, 2026, the Company completed the previously announced sale of its Consolidated Aerospace Manufacturing ("CAM") business. Based on management's commitment to sell this business, the assets and liabilities related to CAM were classified as held for sale on the Company's Condensed Consolidated Balance Sheets as of April 4, 2026 and January 3, 2026. This divestiture does not qualify for discontinued operations and therefore, its results are included in the Company's continuing operations for all periods presented. The divestiture is a part of the Company's strategic commitment to simplify and streamline its portfolio to focus on the core businesses. Refer to *Note Q, Divestitures*, for further discussion.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements. While management believes that the estimates and assumptions used in the preparation of the financial statements are appropriate, actual results could differ from these estimates. Certain amounts reported in previous years have been reclassified to conform to the 2026 presentation.

B. NEW ACCOUNTING STANDARDS

RECENTLY ISSUED ACCOUNTING STANDARDS NOT YET ADOPTED — 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*. The amendments in this update require disclosure and further disaggregation, in the notes to financial statements, of specified information about certain costs and expenses. The required disclosures include the amounts of purchases of inventory, employee compensation, depreciation, intangible asset amortization, and depreciation, depletion, and amortization recognized as part of oil and gas producing activities included in each relevant expense caption. Additionally, further disclosures are required for certain amounts already required to be disclosed under current GAAP, a qualitative description of amounts remaining in relevant expense captions that are not separately disaggregated quantitatively, and the total amount of selling expenses, and on an annual basis, the definition of selling expenses. The ASU is effective for fiscal years beginning after December 15, 2026 and interim periods beginning after December 15, 2027. Early adoption is permitted. The standard can be applied prospectively or retrospectively. The Company is currently evaluating this guidance to determine the impact it may have on its consolidated financial statements.

C. EARNINGS PER SHARE

The following table reconciles net earnings and the weighted-average shares outstanding used to calculate basic and diluted earnings per share of common stock for the three months ended April 4, 2026 and March 29, 2025:

| | Year-to-Date | |
|---|--------------|---------|
| | 2026 | 2025 |
| Numerator (in millions): | | |
| Net Earnings | \$ 59.6 | \$ 90.4 |
| Denominator (in thousands): | | |
| Basic weighted-average shares outstanding | 151,759 | 151,028 |
| Dilutive effect of stock contracts and awards | 630 | 671 |
| Diluted weighted-average shares outstanding | 152,389 | 151,699 |
| Earnings per share of common stock: | | |
| Basic | \$ 0.39 | \$ 0.60 |
| Diluted | \$ 0.39 | \$ 0.60 |

The following weighted-average stock options were not included in the computation of weighted-average diluted shares outstanding because the effect would be anti-dilutive (in thousands):

| | Year-to-Date | |
|-------------------------|--------------|-------|
| | 2026 | 2025 |
| Number of stock options | 5,702 | 5,753 |

In March 2015, the Company entered into a forward share purchase contract with a financial institution counterparty for 3,645,510 shares of common stock. The contract obligates the Company to pay \$350.0 million, plus an additional amount related to the forward component of the contract. In September 2025, the Company amended the forward share purchase contract and updated the final settlement date to June 2028, or earlier at the Company's option. The reduction of common shares outstanding was recorded at the inception of the forward share purchase contract in March 2015 and factored into the calculation of weighted-average shares outstanding at that time.

D. ACCOUNTS AND NOTES RECEIVABLE, NET

| (Millions of Dollars) | April 4, 2026 | | January 3, 2026 | |
|------------------------------------|---------------|---------|-----------------|--------|
| Trade accounts receivable | \$ | 1,284.0 | \$ | 775.0 |
| Notes receivable | | 73.6 | | 68.0 |
| Other accounts receivable | | 155.7 | | 145.3 |
| Accounts and notes receivable | \$ | 1,513.3 | \$ | 988.3 |
| Allowance for credit losses | | (74.9) | | (68.6) |
| Accounts and notes receivable, net | \$ | 1,438.4 | \$ | 919.7 |

Trade receivables are dispersed among a large number of retailers, distributors and industrial accounts in many countries. The Company actively manages its accounts receivable to maximize liquidity and mitigate credit risk through customer payment terms, accounts receivable sale programs, and ongoing customer credit monitoring and evaluations. Adequate reserves have been established to cover anticipated credit losses.

The changes in the allowance for credit losses for the three months ended April 4, 2026 and March 29, 2025 are as follows:

| <i>(Millions of Dollars)</i> | Year-to-Date | |
|--|--------------|---------|
| | 2026 | 2025 |
| Beginning balance | \$ | \$ 84.7 |
| Charged to costs and expenses | 68.6 | 14.5 |
| Other, including recoveries and deductions (a) | — | (8.1) |
| Balance end of period | \$ 74.9 | \$ 91.1 |

(a) Amounts represent charge-offs less recoveries, the impacts of foreign currency translation, divestitures and net transfers to/from other accounts.

The Company's payment terms are generally consistent with the industries in which their businesses operate and typically range from 30-90 days globally. The Company does not adjust the promised amount of consideration for the effects of a significant financing component when the period between transfer of the product and receipt of payment is less than one year. Any significant financing components for contracts greater than one year are included in revenue over time.

The Company has an accounts receivable sale program in which the Company sells certain of its trade accounts receivables at fair value to a wholly owned, consolidated, bankruptcy-remote special purpose subsidiary ("BRS"). The BRS, in turn, can sell such receivables to a third-party financial institution ("Purchaser") for cash. The Purchaser's maximum cash investment in the receivables at any time is \$110.0 million. At April 4, 2026 and January 3, 2026, net receivables of \$77.1 million and \$110.0 million, respectively, were derecognized. For the three months ended April 4, 2026 and March 29, 2025, proceeds from transfers of receivables to the Purchaser totaled \$76.2 million and \$50.0 million, respectively, and payments to the Purchaser totaled \$109.1 million and \$84.2 million, respectively. The Company has no retained interests in the transferred receivables, other than collection and administrative responsibilities. At April 4, 2026, the Company did not record a servicing asset or liability related to its retained responsibility based on its assessment of the servicing fee, market values for similar transactions and its cost of servicing the receivables sold. Transfers qualify as sales under ASC 860, *Transfers and Servicing*, and receivables are derecognized from the Company's Condensed Consolidated Balance Sheets upon the sale of the receivables to the Purchaser. All cash flows are reported as a component of changes in working capital within operating activities in the Condensed Consolidated Statements of Cash Flows since all the cash from the Purchaser is received upon the initial sale of the receivable.

As of April 4, 2026 and January 3, 2026, the Company's deferred revenue totaled \$86.4 million and \$86.5 million, respectively, of which \$29.5 million and \$27.3 million, respectively, was classified as current. Revenue recognized for the three months ended April 4, 2026 and March 29, 2025 that was previously deferred as of January 3, 2026 and December 28, 2024 totaled \$6.9 million and \$6.4 million, respectively.

E. INVENTORIES, NET

| <i>(Millions of Dollars)</i> | April 4, 2026 | January 3, 2026 |
|------------------------------|---------------|-----------------|
| Finished products | \$ 2,849.9 | \$ 2,919.8 |
| Work in process | 202.5 | 174.3 |
| Raw materials | 1,006.6 | 1,063.0 |
| Total | \$ 4,059.0 | \$ 4,157.1 |

F. GOODWILL

Changes in the carrying amount of goodwill by segment are as follows:

| <i>(Millions of Dollars)</i> | Tools & Outdoor | Engineered Fastening | Total |
|--------------------------------------|-------------------|----------------------|-------------------|
| Balance January 3, 2026 | \$ 6,025.3 | \$ 1,262.6 | \$ 7,287.9 |
| Foreign currency translation & other | (13.9) | (2.0) | (15.9) |
| Balance April 4, 2026 | \$ 6,011.4 | \$ 1,260.6 | \$ 7,272.0 |

On April 6, 2026, the Company completed the previously announced sale of its CAM business. Goodwill totaling \$737.1 million and \$739.4 million allocated to the CAM business was reclassified to assets held for sale as of April 4, 2026 and January 3, 2026, respectively. Refer to *Note Q, Divestitures*, for further discussion of the CAM divestiture.

G. LONG-TERM DEBT AND FINANCING ARRANGEMENTS

| <i>(Millions of Dollars)</i> | Interest Rate | Notional Value | April 4, 2026 Carrying Value ¹ | January 3, 2026 Carrying Value |
|---|---------------|-------------------|--|-----------------------------------|
| Notes payable due 2026 | 3.40% | — | — | 499.9 |
| Notes payable due 2026 | 3.42% | 25.0 | 25.1 | 25.2 |
| Notes payable due 2026 | 1.84% | 28.8 | 29.0 | 29.5 |
| Notes payable due 2028 | 6.00% | 400.0 | 398.9 | 398.7 |
| Notes payable due 2028 | 7.05% | 150.0 | 154.8 | 155.3 |
| Notes payable due 2028 | 4.25% | 500.0 | 498.8 | 498.6 |
| Notes payable due 2028 | 3.52% | 50.0 | 51.6 | 51.7 |
| Notes payable due 2030 | 2.30% | 750.0 | 747.0 | 746.8 |
| Notes payable due 2032 | 3.00% | 500.0 | 497.4 | 497.2 |
| Notes payable due 2040 | 5.20% | 400.0 | 376.7 | 376.3 |
| Notes payable due 2048 | 4.85% | 500.0 | 495.4 | 495.4 |
| Notes payable due 2050 | 2.75% | 750.0 | 741.5 | 741.4 |
| Notes payable due 2060 (junior subordinated) | 6.71% | 750.0 | 741.9 | 741.9 |
| Other, payable due 2026 | 4.31% | 0.1 | 0.1 | 0.2 |
| Total Long-term debt, including current maturities | | \$ 4,803.9 | \$ 4,758.2 | \$ 5,258.1 |
| Less: Current maturities of long-term debt | | | (54.2) | (554.8) |
| Long-term debt | | | \$ 4,704.0 | \$ 4,703.3 |

¹Carrying values are net of unamortized discounts of \$(3.9) million, deferred issuance costs of \$(27.3) million, unamortized terminated swaps of \$(18.8) million, and purchase accounting fair value adjustments of \$4.3 million. Unamortized gain(loss) associated with interest rate swaps are more fully discussed in *Note H, Financial Instruments*.

In March 2026, the Company redeemed its \$500 million 3.40% notes, at maturity. In August 2025, the Company redeemed its \$350 million 6.272% notes at par prior to maturity. The redemption was funded through the issuance of commercial paper. The Company recognized a pre-tax loss of \$0.3 million from the redemption related to the write-off of unamortized deferred financing fees.

The Company has a \$3.5 billion commercial paper program which includes Euro denominated borrowings in addition to U.S. Dollars. As of April 4, 2026, the Company had commercial paper borrowings outstanding of \$1.7 billion, of which \$547.6 million in Euro denominated commercial paper was designated as a net investment hedge. In the second quarter of 2026, the Company utilized the vast majority of the net proceeds from the CAM divestiture to repay commercial paper borrowings. As of January 3, 2026, the Company had \$605.6 million commercial paper borrowings outstanding, of which \$555.6 million in Euro denominated commercial paper was designated as a net investment hedge. Refer to *Note H, Financial Instruments*, for further discussion.

In June 2024, the Company amended and restated its existing five-year \$2.5 billion committed credit facility with the concurrent execution of a new five-year \$2.25 billion committed credit facility (the "5-Year Credit Agreement"). Borrowings under the 5-Year Credit Agreement may be made in U.S. Dollars, Euros or Pounds Sterling. A sub-limit of an amount equal to the Euro equivalent of \$800.0 million is designated for swing line advances. Borrowings bear interest at a floating rate plus an applicable margin dependent upon the denomination of the borrowing and specific terms of the 5-Year Credit Agreement. The Company must repay all advances under the 5-Year Credit Agreement by the earlier of June 28, 2029 or upon termination. The 5-Year Credit Agreement is designated to be a liquidity back-stop for the Company's \$3.5 billion U.S. Dollar and Euro commercial paper program. As of April 4, 2026 and January 3, 2026, the Company had not drawn on its five-year committed credit facility.

In June 2025, the Company terminated its 364-Day \$1.25 billion committed credit facility ("the 2024 Syndicated 364-Day Credit Agreement") dated June 2024. There were no outstanding borrowings under the 2024 Syndicated 364-Day Credit Agreement upon termination and as of December 28, 2024. Contemporaneously, the Company entered into a new \$1.25 billion syndicated 364-Day Credit Agreement (the "2025 Syndicated 364-Day Credit Agreement") which is a revolving credit loan. The borrowings under the 2025 Syndicated 364-Day Credit Agreement may be made in U.S. Dollars or Euros and bear interest at a floating rate plus an applicable margin dependent upon the denomination of the borrowing and pursuant to the terms of the 2025 Syndicated 364-Day Credit Agreement. The Company must repay all advances under the 2025 Syndicated 364-Day Credit Agreement by the earlier of June 22, 2026 or upon termination. The Company may, however, convert all advances outstanding upon termination into a term loan that shall be repaid in full no later than the first anniversary of the termination date provided that the Company, among other things, pays a fee to the administrative agent for the account of each lender. The 2025 Syndicated 364-Day Credit Agreement serves as part of the liquidity back-stop for the Company's \$3.5 billion U.S. Dollar and Euro commercial paper program. As of April 4, 2026 and January 3, 2026, the Company had not drawn on its 2025 Syndicated 364-Day Credit Agreement.

The 5-Year Credit Agreement and the 2025 Syndicated 364-Day Credit Agreement, as described above, contain customary affirmative and negative covenants, including but not limited to, maintenance of an interest coverage ratio. The interest coverage ratio tested for covenant compliance compares adjusted Earnings Before Interest, Taxes, Depreciation and Amortization to adjusted net Interest Expense ("Adjusted EBITDA"/"Adjusted Net Interest Expense"). The Company must maintain, for each period of four consecutive fiscal quarters of the Company, an interest coverage ratio of not less than 3.50 to 1.00, provided that the Company is only required to maintain an interest coverage ratio of not less than 2.50 to 1.00 for any four fiscal quarter period ending on or before the end of the Company's second fiscal quarter of 2026. For purposes of calculating the Company's compliance with the interest coverage ratio, the Company is permitted to increase EBITDA by an amount equal to the Applicable Adjustment Addbacks (as defined in the 2025 Syndicated 364-Day Credit Agreement), provided that the sum of the Applicable Adjustment Addbacks incurred in any four consecutive fiscal quarter periods ending on or before the end of the Company's second fiscal quarter of 2026 shall not exceed \$250,000,000 in the aggregate.

H. FINANCIAL INSTRUMENTS

The Company is exposed to market risk from changes in foreign currency exchange rates, interest rates, stock prices and commodity prices. As part of the Company's risk management program, a variety of financial instruments such as interest rate swaps, currency swaps, purchased currency options, foreign exchange contracts and commodity contracts may be used to mitigate interest rate exposure, foreign currency exposure and commodity price exposure.

If the Company elects to do so and if the instrument meets the criteria specified in ASC 815, *Derivatives and Hedging*, management designates its derivative instruments as cash flow hedges, fair value hedges or net investment hedges. Generally, commodity price exposures are not hedged with derivative financial instruments and instead are actively managed through customer pricing initiatives, procurement-driven cost reduction initiatives and other productivity improvement projects. Financial instruments are not utilized for speculative purposes.

A summary of the fair values of the Company's derivatives recorded in the Condensed Consolidated Balance Sheets at April 4, 2026 and January 3, 2026 is as follows:

| (Millions of Dollars) | Balance Sheet Classification | Year-to-Date 2026 | | Balance Sheet Classification | Year-to-Date 2025 | |
|---|------------------------------|-------------------|-----------------|------------------------------|-------------------|-----------------|
| | | April 4, 2026 | January 3, 2026 | | April 4, 2026 | January 3, 2026 |
| Derivatives designated as hedging instruments: | | | | | | |
| Foreign Exchange Contracts Cash Flow | Other current assets | \$ 6.7 | \$ 1.4 | Accrued expenses | \$ 4.6 | \$ 10.0 |
| | LT other assets | 1.7 | — | LT other liabilities | — | — |
| Net Investment Hedge | Other current assets | 2.9 | 2.9 | Accrued expenses | 1.0 | 9.3 |
| Non-derivative designated as hedging instrument: | | | | | | |
| Net Investment Hedge | | \$ — | \$ — | Short-term borrowings | \$ 547.6 | \$ 555.6 |
| Total designated as hedging instruments | | \$ 11.3 | \$ 4.3 | | \$ 553.2 | \$ 574.9 |
| Derivatives not designated as hedging instruments: | | | | | | |
| Foreign Exchange Contracts | Other current assets | \$ 10.6 | \$ 5.0 | Accrued expenses | \$ 6.8 | \$ 9.2 |
| Total | | \$ 21.9 | \$ 9.3 | | \$ 560.0 | \$ 584.1 |

The counterparties to all of the above mentioned financial instruments are major international financial institutions. The Company is exposed to credit risk for net exchanges under these agreements, but not for the notional amounts. The credit risk is limited to the asset amounts noted above. The Company limits its exposure and concentration of risk by contracting with diverse financial institutions and does not anticipate non-performance by any of its counterparties. The Company considers non-performance risk of its counterparties at each reporting period and adjusts the carrying value of these assets accordingly. The risk of default is considered remote. As of April 4, 2026 and January 3, 2026, there were no assets that had been posted as collateral related to the above mentioned financial instruments.

During the three months ended April 4, 2026 and March 29, 2025, cash flows related to derivatives, including those that are separately discussed below, resulted in net cash paid of \$18.5 million and net cash received of \$1.3 million, respectively.

CASH FLOW HEDGES

There were after-tax mark-to-market losses of \$29.7 million and \$43.2 million as of April 4, 2026 and January 3, 2026, respectively, reported for cash flow hedge effectiveness in Accumulated other comprehensive loss. An after-tax loss of \$2.4 million is expected to be reclassified to earnings as the hedged transactions occur or as amounts are amortized within the next twelve months. The ultimate amount recognized will vary based on fluctuations of the hedged currencies and interest rates through the maturity dates.

The tables below detail pre-tax amounts of derivatives designated as cash flow hedges in Accumulated other comprehensive loss during the periods in which the underlying hedged transactions affected earnings for the three months ended April 4, 2026 and March 29, 2025:

| (Millions of Dollars) | Year-to-Date 2026 | | | |
|----------------------------|-----------------------------|---|---|---|
| | Gain (Loss) Recorded in OCI | Classification of Gain (Loss) Reclassified from OCI to Income | Gain (Loss) Recognized in OCI to Income | Gain (Loss) Recognized in Income on Amounts Excluded from Effectiveness Testing |
| Interest Rate Contracts | \$ — | Interest expense | \$ (1.4) | \$ — |
| Foreign Exchange Contracts | \$ 12.2 | Cost of sales | \$ (4.3) | \$ — |

| (Millions of Dollars) | Year-to-Date 2025 | | | |
|----------------------------|-----------------------------|---|---|---|
| | Gain (Loss) Recorded in OCI | Classification of Gain (Loss) Reclassified from OCI to Income | Gain (Loss) Reclassified from OCI to Income | Gain (Loss) Recognized in Income on Amounts Excluded from Effectiveness Testing |
| Interest Rate Contracts | \$ — | Interest expense | \$ (1.7) | \$ — |
| Foreign Exchange Contracts | \$ (10.3) | Cost of sales | \$ 3.6 | \$ — |

A summary of the pre-tax effect of cash flow hedge accounting on the Consolidated Statements of Operations and Comprehensive Income for the three months ended April 4, 2026 and March 29, 2025 is as follows:

| (Millions of Dollars) | Year-to-Date 2026 | |
|--|-------------------|------------------|
| | Cost of Sales | Interest Expense |
| Total amount in the Consolidated Statements of Operations and Comprehensive Income in which the effects of the cash flow hedges are recorded | \$ 2,689.1 | \$ 113.1 |
| Gain (loss) on cash flow hedging relationships: | | |
| Foreign Exchange Contracts: | | |
| Hedged Items | \$ 4.3 | \$ — |
| Gain (loss) reclassified from OCI into Income | \$ (4.3) | \$ — |
| Interest Rate Swap Agreements: | | |
| Gain (loss) reclassified from OCI into Income ¹ | \$ — | \$ (1.4) |

| (Millions of Dollars) | Year-to-Date 2025 | |
|--|-------------------|------------------|
| | Cost of Sales | Interest Expense |
| Total amount in the Consolidated Statements of Operations and Comprehensive Income in which the effects of the cash flow hedges are recorded | \$ 2,623.8 | \$ 126.4 |
| Gain (loss) on cash flow hedging relationships: | | |
| Foreign Exchange Contracts: | | |
| Hedged Items | \$ (3.6) | \$ — |
| Gain (loss) reclassified from OCI into Income | \$ 3.6 | \$ — |
| Interest Rate Swap Agreements: | | |
| Gain (loss) reclassified from OCI into Income ¹ | \$ — | \$ (1.7) |

¹ Inclusive of the gain/loss amortization on terminated derivative financial instruments.

After-tax losses of \$2.7 million and after-tax gains of \$0.9 million were reclassified from Accumulated other comprehensive loss into earnings (inclusive of the gain/loss amortization on terminated derivative instruments) during the periods in which the underlying hedged transactions affected earnings for the three months ended April 4, 2026 and March 29, 2025, respectively.

Interest Rate Contracts: In prior years, the Company entered into interest rate swap agreements in order to obtain the lowest cost source of funds within a targeted range of variable to fixed-debt proportions. These swap agreements, which were designated as cash flow hedges, subsequently matured or were terminated and the gain/loss was recorded in Accumulated other comprehensive loss and is being amortized to interest expense. The cash flows stemming from the maturity or termination of the swaps were previously presented within financing activities in the Condensed Consolidated Statements of Cash Flows.

As of April 4, 2026 and January 3, 2026, the Company did not have any outstanding forward starting swaps designated as cash flow hedges.

Forward Contracts: Through its global businesses, the Company enters into transactions and makes investments denominated in multiple currencies that give rise to foreign currency risk. The Company and its subsidiaries regularly purchase inventory from subsidiaries with functional currencies different than their own, which creates currency-related volatility in the Company's results of operations. The Company utilizes forward contracts to hedge these forecasted purchases and sales of inventory. Gains and losses reclassified from Accumulated other comprehensive loss are recorded in Cost of sales as the hedged item affects earnings. There are no components excluded from the assessment of effectiveness for these contracts. At April 4, 2026 and

January 3, 2026, the notional value of forward currency contracts outstanding is \$614.6 million and \$598.3 million, respectively, maturing on various dates through 2027 and 2026, respectively. In April 2026, the Company entered into forward currency contracts with notional values totaling \$85.0 million, maturing in 2027.

FAIR VALUE HEDGES

Interest Rate Risk: In an effort to optimize the mix of fixed versus floating rate debt in the Company's capital structure, the Company enters into interest rate swaps. In prior years, the Company entered into interest rate swaps related to certain of its notes payable which were subsequently terminated. Amortization of the gain/loss on previously terminated swaps is reported in interest expense. Prior to termination, the changes in the fair value of the swaps and the offsetting changes in fair value related to the underlying notes were recognized in earnings. As of April 4, 2026 and January 3, 2026, the Company did not have any active fair value interest rate swaps.

A summary of the pre-tax effect of fair value hedge accounting on the Consolidated Statements of Operations and Comprehensive Income for the three months ended April 4, 2026 and March 29, 2025 is as follows:

| <i>(Millions of Dollars)</i> | | Year-to-Date 2026 Interest Expense |
|---|----|---------------------------------------|
| Total amount in the Consolidated Statements of Operations and Comprehensive Income in which the effects of the fair value hedges are recorded | \$ | 113.1 |
| Amortization of gain on terminated swaps | \$ | (0.1) |

| <i>(Millions of Dollars)</i> | | Year-to-Date 2025 Interest Expense |
|---|----|---------------------------------------|
| Total amount in the Consolidated Statements of Operations and Comprehensive Income in which the effects of the fair value hedges are recorded | \$ | 126.4 |
| Amortization of gain on terminated swaps | \$ | (0.1) |

A summary of the amounts recorded in the Condensed Consolidated Balance Sheets related to cumulative basis adjustments for fair value hedges as of April 4, 2026 and January 3, 2026 is as follows:

| <i>(Millions of Dollars)</i> | April 4, 2026 | | | |
|--------------------------------------|--|--|----|--------|
| | Carrying Amount of Hedged Liability ⁽¹⁾ | Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Liability | | |
| Current Maturities of Long-Term Debt | \$ 54.2 | Terminated Swaps | \$ | — |
| Long-Term Debt | \$ 531.5 | Terminated Swaps | \$ | (18.8) |

| <i>(Millions of Dollars)</i> | January 3, 2026 | | | |
|--------------------------------------|--|--|----|--------|
| | Carrying Amount of Hedged Liability ⁽¹⁾ | Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Liability | | |
| Current Maturities of Long-Term Debt | \$ 554.8 | Terminated Swaps | \$ | — |
| Long-Term Debt | \$ 531.8 | Terminated Swaps | \$ | (18.9) |

(1) Represents hedged items no longer designated in qualifying fair value hedging relationships.

NET INVESTMENT HEDGES

The Company utilizes net investment hedges to offset the translation adjustment arising from re-measurement of its investment in the assets and liabilities of its foreign subsidiaries. The total after-tax amounts in Accumulated other comprehensive loss were gains of \$54.0 million and \$48.9 million at April 4, 2026 and January 3, 2026, respectively.

As of April 4, 2026, the Company had cross currency swaps with notional values totaling \$220.0 million maturing in 2027, hedging a portion of its Chinese Renminbi and Taiwan Dollar denominated investments. As of January 3, 2026, the Company had cross currency swaps with notional value totaling \$220.0 million maturing in 2026, hedging a portion of its Chinese Renminbi and Taiwan Dollar denominated investments.

As of April 4, 2026, the Company had Euro denominated commercial paper with a value of \$547.6 million, hedging a portion of the Company's Euro denominated investments. As of January 3, 2026, the Company had \$556.6 million in Euro denominated commercial paper hedging a portion of the Company's Euro denominated investments.

Maturing foreign exchange contracts resulted in \$7.1 million cash paid for the three months ended April 4, 2026 and no cash was received or paid for the three months ended March 29, 2025.

Gains and losses on net investment hedges remain in Accumulated other comprehensive loss until disposal of the underlying assets. Gains and losses representing components excluded from the assessment of effectiveness are recognized in earnings in Other, net on a straight-line basis over the term of the hedge. Gains and losses after a hedge has been de-designated are recorded directly to the Consolidated Statements of Operations and Comprehensive Income in Other, net.

The pre-tax gain or loss from fair value changes for the three months ended April 4, 2026 and March 29, 2025 is as follows:

| <i>(Millions of Dollars)</i> | Year-to-Date 2026 | | | | |
|---|-----------------------------------|------------------------------------|---------------------------------|---|---|
| | Total Gain (Loss) Recorded in OCI | Excluded Component Recorded in OCI | Income Statement Classification | Total Gain (Loss) Reclassified from OCI to Income | Excluded Component Amortized from OCI to Income |
| Forward Contracts | \$ (0.1) | \$ — | Other, net | \$ — | \$ — |
| Cross Currency Swap | \$ (0.9) | \$ 1.1 | Other, net | \$ 1.1 | \$ 1.1 |
| Non-derivative designated as Net Investment Hedge | \$ 8.9 | \$ — | Other, net | \$ — | \$ — |

| <i>(Millions of Dollars)</i> | Year-to-Date 2025 | | | | |
|---|-----------------------------------|------------------------------------|---------------------------------|---|---|
| | Total Gain (Loss) Recorded in OCI | Excluded Component Recorded in OCI | Income Statement Classification | Total Gain (Loss) Reclassified from OCI to Income | Excluded Component Amortized from OCI to Income |
| Forward Contracts | \$ 0.3 | \$ — | Other, net | \$ — | \$ — |
| Cross Currency Swap | \$ 1.0 | \$ — | Other, net | \$ — | \$ — |
| Non-derivative designated as Net Investment Hedge | \$ 1.3 | \$ — | Other, net | \$ — | \$ — |

UNDESIGNATED HEDGES

Foreign Exchange Contracts: Foreign exchange forward contracts are used to reduce risks arising from the change in fair value of certain foreign currency denominated assets and liabilities (such as affiliate loans, payables and receivables). The objective is to minimize the impact of foreign currency fluctuations on operating results. The total notional amount of the forward contracts outstanding is \$1.5 billion as of April 4, 2026 and \$1.4 billion as of January 3, 2026, maturing on various dates through 2026. The gain (loss) recorded in the Consolidated Statements of Operations and Comprehensive Income from changes in the fair value related to derivatives not designated as hedging instruments under ASC 815 for the three months ended April 4, 2026 and March 29, 2025 is as follows:

| <i>(Millions of Dollars)</i> | Income Statement Classification | Year-to-Date | Year-to-Date |
|------------------------------|---------------------------------|--------------|--------------|
| | | 2026 | 2025 |
| Foreign Exchange Contracts | Other, net | \$ (4.2) | \$ (8.0) |

I. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following tables summarize the changes in the balances for each component of Accumulated other comprehensive loss:

| <i>(Millions of Dollars)</i> | Currency translation adjustment and other | Cash flow hedges, net of tax | Net investment hedges, net of tax | Pension and other postretirement benefits, net of tax | Total |
|--|---|------------------------------|-----------------------------------|---|---------------------|
| Balance - January 3, 2026 | \$ (1,761.6) | \$ (43.2) | \$ 48.9 | \$ (214.5) | \$ (1,970.4) |
| Other comprehensive (loss) income before reclassifications | (46.8) | 10.8 | 5.9 | (3.6) | (33.7) |
| Reclassification adjustments to earnings | — | 2.7 | (0.8) | 2.8 | 4.7 |
| Net other comprehensive (loss) income | (46.8) | 13.5 | 5.1 | (0.8) | (29.0) |
| Balance - April 4, 2026 | \$ (1,808.4) | \$ (29.7) | \$ 54.0 | \$ (215.3) | \$ (1,999.4) |

| <i>(Millions of Dollars)</i> | Currency translation adjustment and other | Cash flow hedges, net of tax | Net investment hedges, net of tax | Pension and other postretirement benefits, net of tax | Total |
|--|---|------------------------------|-----------------------------------|---|---------------------|
| Balance - December 28, 2024 | \$ (2,170.2) | \$ (16.7) | \$ 78.4 | \$ (212.4) | \$ (2,320.9) |
| Other comprehensive income (loss) before reclassifications | 136.5 | (8.1) | 2.0 | (2.7) | 127.7 |
| Reclassification adjustments to earnings | — | (0.9) | — | 1.6 | 0.7 |
| Net other comprehensive income (loss) | 136.5 | (9.0) | 2.0 | (1.1) | 128.4 |
| Balance - March 29, 2025 | \$ (2,033.7) | \$ (25.7) | \$ 80.4 | \$ (213.5) | \$ (2,192.5) |

The Company uses the portfolio method for releasing the stranded tax effects from Accumulated other comprehensive loss. The reclassifications out of Accumulated other comprehensive loss for the three months ended April 4, 2026 and March 29, 2025 were as follows:

| <i>(Millions of Dollars)</i> | 2026 | 2025 | Affected line item in Consolidated Statements of Operations And Comprehensive Income |
|---|----------|----------|--|
| Realized (losses) gains on cash flow hedges | \$ (4.3) | \$ 3.6 | Cost of sales |
| Realized losses on cash flow hedges | (1.4) | (1.7) | Interest expense |
| Total before taxes | \$ (5.7) | \$ 1.9 | |
| Tax effect | 3.0 | (1.0) | Income taxes |
| Realized (losses) gains on cash flow hedges, net of tax | \$ (2.7) | \$ 0.9 | |
| Realized gains on net investment hedges | \$ 1.1 | \$ — | Other, net |
| Tax effect | (0.3) | — | Income taxes |
| Realized gains on net investment hedges, net of tax | \$ 0.8 | \$ — | |
| Amortization of defined benefit pension items: | | | |
| Actuarial losses and prior service costs/credits | \$ (2.2) | \$ (2.1) | Other, net |
| Settlement/curtailment loss | (1.5) | — | Other, net and Restructuring Charges |
| Total before taxes | \$ (3.7) | \$ (2.1) | |
| Tax effect | 0.9 | 0.5 | Income taxes |
| Amortization of defined benefit pension items, net of tax | \$ (2.8) | \$ (1.6) | |

J. NET PERIODIC BENEFIT COST — DEFINED BENEFIT PLANS

Following are the components of net periodic pension expense for the three months ended April 4, 2026 and March 29, 2025:

| <i>(Millions of Dollars)</i> | Year-to-Date | | | | | | | | | | | |
|---|------------------|--------|----------------|--------|----------------|--------|-----------|--------|----|-------|----|-------|
| | Pension Benefits | | | | Other Benefits | | | | | | | |
| | U.S. Plans | | Non-U.S. Plans | | U.S. Plans | | All Plans | | | | | |
| | 2026 | 2025 | | 2026 | 2025 | | 2026 | 2025 | | | | |
| Service cost | \$ | 1.2 | \$ | 1.9 | \$ | 3.0 | \$ | 2.8 | \$ | 0.1 | \$ | 0.1 |
| Interest cost | | 11.1 | | 12.5 | | 10.6 | | 10.1 | | 0.3 | | 0.3 |
| Expected return on plan assets | | (14.8) | | (14.8) | | (12.4) | | (11.7) | | — | | — |
| Amortization of prior service cost (credit) | | 0.1 | | 0.1 | | (0.2) | | (0.2) | | — | | — |
| Amortization of net loss (gain) | | 2.1 | | 2.0 | | 0.5 | | 0.6 | | (0.3) | | (0.4) |
| Settlement loss/curtailment (gain) | | 1.7 | | — | | (0.2) | | — | | — | | — |
| Special termination benefit | | 0.2 | | — | | — | | — | | — | | — |
| Net periodic pension expense | \$ | 1.6 | \$ | 1.7 | \$ | 1.3 | \$ | 1.6 | \$ | 0.1 | \$ | — |

The components of net periodic benefit expense other than the service cost component are typically included in Other, net in the Consolidated Statements of Operations and Comprehensive Income.

K. FAIR VALUE MEASUREMENTS

ASC 820, *Fair Value Measurement*, defines, establishes a consistent framework for measuring, and expands disclosure requirements about fair value. ASC 820 requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. These two types of inputs create the following fair value hierarchy:

Level 1 — Quoted prices for identical instruments in active markets.

Level 2 — Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs and significant value drivers are observable.

Level 3 — Instruments that are valued using unobservable inputs.

The Company is exposed to market risk from changes in foreign currency exchange rates, interest rates, stock prices and commodity prices. The Company holds various financial instruments to manage these risks. These financial instruments are carried at fair value and are included within the scope of ASC 820. The Company determines the fair value of these financial instruments through the use of matrix or model pricing, which utilizes observable inputs such as market interest and currency rates. When determining fair value for which Level 1 evidence does not exist, the Company considers various factors including the following: exchange or market price quotations of similar instruments, time value and volatility factors, the Company's own credit rating and the credit rating of the counterparty.

Recurring Fair Value Measurements

The following table presents the Company's financial assets and liabilities that are measured at fair value on a recurring basis for each of the hierarchy levels:

| <i>(Millions of Dollars)</i> | Total Carrying Value | Level 1 | Level 2 | Level 3 |
|--|----------------------------|---------|----------|----------|
| April 4, 2026 | | | | |
| Money market fund | \$ 16.7 | \$ 16.7 | \$ — | \$ — |
| Deferred compensation plan investments | \$ 11.3 | \$ 11.3 | \$ — | \$ — |
| Derivative assets | \$ 21.9 | \$ — | \$ 21.9 | \$ — |
| Derivative liabilities | \$ 12.4 | \$ — | \$ 12.4 | \$ — |
| Non-derivative hedging instrument | \$ 547.6 | \$ — | \$ 547.6 | \$ — |
| Contingent consideration liability | \$ 105.2 | \$ — | \$ — | \$ 105.2 |
| January 3, 2026 | | | | |
| Money market fund | \$ 16.9 | \$ 16.9 | \$ — | \$ — |
| Deferred compensation plan investments | \$ 15.0 | \$ 15.0 | \$ — | \$ — |
| Derivative assets | \$ 9.3 | \$ — | \$ 9.3 | \$ — |
| Derivative liabilities | \$ 28.5 | \$ — | \$ 28.5 | \$ — |
| Non-derivative hedging instrument | \$ 555.6 | \$ — | \$ 555.6 | \$ — |
| Contingent consideration liability | \$ 109.5 | \$ — | \$ — | \$ 109.5 |

The following table provides information about the Company's financial assets and liabilities not carried at fair value:

| <i>(Millions of Dollars)</i> | April 4, 2026 | | January 3, 2026 | |
|---|-------------------|---------------|-------------------|---------------|
| | Carrying Value | Fair Value | Carrying Value | Fair Value |
| Other investments | \$ — | \$ — | \$ 2.0 | \$ 1.9 |
| Long-term debt, including current portion | \$ 4,758.2 | \$ 4,270.4 | \$ 5,258.1 | \$ 4,844.4 |

The money market fund and other investments related to the West Coast Loading Corporation ("WCLC") trust are considered Level 1 instruments within the fair value hierarchy. The deferred compensation plan investments are considered Level 1 instruments and are recorded at their quoted market price. The fair values of the derivative financial instruments in the table above are based on current settlement values.

The long-term debt instruments are considered Level 2 instruments and are measured using a discounted cash flow analysis based on the Company's marginal borrowing rates. The differences between the carrying values and fair values of long-term debt are attributable to the stated interest rates differing from the Company's marginal borrowing rates. The fair values of the Company's variable rate short-term borrowings approximate their carrying values at April 4, 2026 and January 3, 2026.

As part of the Craftsman® brand acquisition in March 2017, the Company recorded a contingent consideration liability representing the Company's obligation to make future payments to Transform Holdco, LLC, which operates Sears and Kmart retail locations, of between 2.5% and 3.5% on sales of Craftsman products in new Stanley Black & Decker channels through March 2032. During the three months ended April 4, 2026, the Company paid \$7.2 million for royalties owed. The Company will continue making future payments quarterly through the second quarter of 2032. The estimated fair value of the contingent consideration liability is determined using a discounted cash flow analysis taking into consideration future sales projections, forecasted payments to Transform Holdco, LLC, based on contractual royalty rates, and the related tax impacts. The estimated fair value of the contingent consideration liability was \$105.2 million and \$109.5 million as of April 4, 2026 and January 3, 2026, respectively. Adjustments to the contingent consideration liability, with the exception of cash payments, are recorded in selling, general, and administrative ("SG&A") expense in the Consolidated Statements of Operations and Comprehensive Income. A 100 basis point reduction in the discount rate would result in an increase to the liability of approximately \$2.2 million as of April 4, 2026.

A single estimate of fair value results from a complex series of judgments about future events and uncertainties and relies heavily on estimates and assumptions. The Company's judgments used to determine the estimated contingent consideration liability discussed above, including estimated future sales projections, can materially impact the Company's results of operations.

Refer to *Note H, Financial Instruments*, for more details regarding derivative financial instruments, *Note O, Contingencies*, for more details regarding the other investments related to the WCLC trust, and *Note G, Long-Term Debt and Financing Arrangements*, for more information regarding the carrying values of the long-term debt.

Non-Recurring Fair Value Measurements

During the first quarter of 2026, the Company recognized a \$22.7 million pre-tax, non-cash impairment charge related to a write-down of assets associated with the exit of a Tools and Outdoor product line and related plant closure.

The Company had no other significant non-recurring fair value measurements, nor any other financial assets or liabilities measured using Level 3 inputs, during the first three months of 2026 or 2025.

L. RESTRUCTURING CHARGES AND OTHER, NET

A summary of the restructuring reserve activity from January 3, 2026 to April 4, 2026 is as follows:

| <i>(Millions of Dollars)</i> | January 3, 2026 | Net Additions | Usage | Currency | April 4, 2026 |
|------------------------------|--------------------|----------------|------------------|---------------|------------------|
| Severance and related costs | \$ 45.7 | \$ 40.2 | \$ (18.2) | \$ 0.2 | \$ 67.9 |
| Facility closures and other | 2.1 | 4.7 | (4.7) | — | 2.1 |
| Total | \$ 47.8 | \$ 44.9 | \$ (22.9) | \$ 0.2 | \$ 70.0 |

For the three months ended April 4, 2026, the Company recognized net restructuring charges of \$44.9 million related to severance costs primarily associated with reorganizations of the Company's supply chain resources and a plant closure, as well as facility exit costs. The majority of the \$70.0 million of reserves remaining as of April 4, 2026 is expected to be utilized within the next twelve months.

Segments: The \$44.9 million of net restructuring charges for the three months ended April 4, 2026 includes: \$35.6 million in the Tools & Outdoor segment; \$7.5 million in the Engineered Fastening segment; and \$1.8 million in Corporate.

Other, net amounted to \$41.9 million and \$47.5 million for the three months ended April 4, 2026 and March 29, 2025, respectively, which included intangible asset amortization expense of \$28.6 million and \$37.3 million, respectively. Other, net is also comprised of several other items, none of which were individually significant during the three months ended April 4, 2026 and March 29, 2025, primarily related to currency-related gains or losses, environmental remediation expenses, deal costs and related consulting costs, certain pension gains or losses, gains or losses on sales of assets, and income related to providing transition services to previously divested businesses.

M. INCOME TAXES

In accordance with ASC 740, *Income Taxes*, the Company estimates its annual effective tax rate each quarterly reporting period. Tax expense or benefit in interim periods is computed by applying the estimated annual effective tax rate to income or loss, and is adjusted for the tax effect of items of income and expense discretely reported in the period. The estimated annual effective tax rate used in determining income taxes on a year-to-date basis may change in subsequent interim periods. When changes to the estimated annual effective tax rate occur, the prior interim year-to-date tax expense or tax benefit is adjusted to reflect the revised estimated annual effective tax rate. Any adjustment is recorded in the period in which the change occurs.

For the three months ended April 4, 2026, the Company recognized income tax expense of \$25.2 million, resulting in an effective tax rate of 29.7%. The effective tax rate for the three months ended April 4, 2026 differs from the U.S. statutory tax rate of 21% primarily due to non-deductible expenses, U.S. tax on foreign earnings, and losses for which a tax benefit is not recognized, partially offset by tax credits.

For the three months ended March 29, 2025, the Company recognized income tax expense of \$37.2 million, resulting in an effective tax rate of 29.2%. The effective tax rate for the three months ended March 29, 2025 differs from the U.S. statutory tax rate of 21% primarily due to non-deductible expenses, losses for which a tax benefit is not recognized, and U.S. tax on foreign earnings, partially offset by remeasurement of uncertain tax position reserves and tax credits.

The Company considers many factors when evaluating and estimating its tax positions and the impact on income tax expense, which may require periodic adjustments, and which may not accurately anticipate actual outcomes. It is reasonably possible that the amount of the unrecognized benefit with respect to certain of the Company's unrecognized tax positions will significantly increase or decrease within the next twelve months. However, based on the uncertainties associated with finalizing audits with the relevant tax authorities including formal legal proceedings, it is not possible to reasonably estimate the impact of any such change.

N. BUSINESS SEGMENTS AND GEOGRAPHIC AREAS

The Company's operations are classified into two reportable business segments: Tools & Outdoor and Engineered Fastening.

The Tools & Outdoor segment is comprised of the Power Tools Group ("PTG"), Hand Tools, Accessories & Storage ("HTAS") and Outdoor Power Equipment ("Outdoor") product lines. The PTG product line includes both professional and consumer products. Professional products, primarily under the DEWALT® brand, include professional grade corded and cordless electric power tools and equipment including drills, impact wrenches and drivers, grinders, saws, routers, sanders, and concrete prep and placement tools as well as pneumatic tools and fasteners including nail guns, nails, staplers and staples, and concrete and masonry anchors. DIY and tradesperson focused products include corded and cordless electric power tools sold primarily under the CRAFTSMAN® and STANLEY® brands, and consumer home products such as household power tools, hand-held vacuums, and small appliances primarily under the BLACK+DECKER® brand. The HTAS product line sells hand tools, power tool accessories and storage products primarily under the DEWALT®, CRAFTSMAN®, and STANLEY® brands. Hand tools include measuring, leveling and layout tools, planes, hammers, demolition tools, clamps, vises, knives, saws, chisels, material handling, and industrial and automotive tools. Power tool accessories include drill bits, screwdriver bits, router bits, abrasives, saw blades and threading products. Storage products include tool boxes, sawhorses, cabinets and engineered storage solution products. The Outdoor product line primarily sells corded and cordless electric lawn and garden products, including hedge trimmers, string trimmers, lawn mowers, pressure washers and related accessories, and gas powered lawn and garden products, including lawn tractors, zero turn ride on mowers, walk behind mowers, snow blowers, residential robotic mowers, hand-held outdoor power equipment, garden tools, and parts and accessories to professionals and consumers primarily under the DEWALT®, CRAFTSMAN®, CUB CADET®, BLACK+DECKER®, and HUSTLER® brand names.

The Engineered Fastening segment is comprised of the Engineered Fastening business. The Engineered Fastening business primarily sells highly engineered components such as fasteners, fittings and various engineered products, which are designed for specific applications across multiple verticals. The product categories include externally threaded fasteners, blind rivets and tools, drawn arc weld studs and systems, engineered plastic and mechanical fasteners, self-piercing riveting systems, precision nut running systems, micro fasteners, high-strength structural fasteners, axel swage, latches, heat shields, pins, and couplings.

The Company utilizes segment profit, which is defined as net sales minus cost of sales and SG&A inclusive of the provision for credit losses (aside from corporate overhead expense), and segment profit as a percentage of net sales to assess the profitability of each segment. Transactions between segments are not material. Segment assets primarily include cash, accounts receivable, inventory, other current assets, property, plant and equipment, right-of-use lease assets and intangible assets. Net sales and long-lived assets are attributed to the geographic regions based on the geographic locations of the end customer and the Company subsidiary, respectively.

The corporate overhead element of SG&A, which is not allocated to the business segments for purposes of determining segment profit, consists of the costs associated with the executive management team and expenses related to centralized functions that benefit the entire Company but are not directly attributable to the business segments, such as legal and corporate finance functions, as well as expenses for the world headquarters facility.

The Company's chief operating decision maker ("CODM") is the President and Chief Executive Officer. The CODM uses segment profit for each segment as part of the Company's annual operating plan and forecasting process. The CODM monitors actual segment profit results relative to operating plan and forecast to assess the performance of the business and allocate resources.

| <i>(Millions of Dollars)</i> | First Quarter 2026 | | | |
|-------------------------------------|--------------------|-----------------|----------------------|-----------------|
| | | Tools & Outdoor | Engineered Fastening | Total |
| Net Sales | \$ | 3,335.6 | \$ 510.8 | \$ 3,846.4 |
| Cost of sales | | 2,325.4 | 363.7 | |
| Selling, general and administrative | | 734.2 | 86.2 | |
| Segment Profit | \$ | 276.0 | \$ 60.9 | \$ 336.9 |
| Corporate overhead | | | | (63.6) |
| Other, net | | | | (41.9) |
| Loss on sale of business | | | | (3.1) |
| Asset impairment charges | | | | (22.7) |
| Restructuring charges | | | | (44.9) |
| Interest income | | | | 37.2 |
| Interest expense | | | | (113.1) |
| Earnings before income taxes | \$ | | | \$ 84.8 |

| <i>(Millions of Dollars)</i> | First Quarter 2025 | | | |
|-------------------------------------|--------------------|-----------------|----------------------|-----------------|
| | | Tools & Outdoor | Engineered Fastening | Total |
| Net Sales | \$ | 3,280.9 | \$ 463.7 | \$ 3,744.6 |
| Cost of sales | | 2,290.5 | 333.4 | |
| Selling, general and administrative | | 701.2 | 91.3 | |
| Segment Profit | \$ | 289.2 | \$ 39.0 | \$ 328.2 |
| Corporate overhead | | | | (74.4) |
| Other, net | | | | (47.5) |
| Loss on sale of business | | | | (0.3) |
| Restructuring charges | | | | (1.2) |
| Interest income | | | | 49.2 |
| Interest expense | | | | (126.4) |
| Earnings before income taxes | \$ | | | \$ 127.6 |

The Company recognizes revenue at a point in time from the sale of tangible products or over time depending on when the performance obligation is satisfied. For the three months ended April 4, 2026 and March 29, 2025, the majority of the Company's revenue was recognized at the time of sale. The percent of total segment revenue recognized over time for the Engineered Fastening segment for the three months ended April 4, 2026 and March 29, 2025 was 2.4% in both periods.

| <i>(Millions of Dollars)</i> | First Quarter | |
|--|---------------|----------|
| | 2026 | 2025 |
| Capital and Software Expenditures | | |
| Tools & Outdoor | \$ 47.4 | \$ 56.1 |
| Engineered Fastening | 11.1 | 8.9 |
| Consolidated | \$ 58.5 | \$ 65.0 |
| Depreciation and Amortization | | |
| Tools & Outdoor | \$ 95.6 | \$ 98.8 |
| Engineered Fastening | 17.4 | 29.6 |
| Consolidated | \$ 113.0 | \$ 128.4 |

| <i>(Millions of Dollars)</i> | April 4, 2026 | January 3, 2026 |
|------------------------------|-----------------------|-----------------|
| | Segment Assets | |
| Tools & Outdoor | \$ 18,006.5 | \$ 17,705.5 |
| Engineered Fastening | 2,381.4 | 2,402.0 |
| | 20,387.9 | 20,107.5 |
| Assets held for sale | 1,551.0 | 1,536.3 |
| Corporate assets | (339.1) | (400.1) |
| Consolidated | \$ 21,599.8 | \$ 21,243.7 |

Corporate assets primarily consist of cash, deferred taxes, property, plant and equipment, and right-of-use lease assets. Based on the nature of the Company's cash pooling arrangements, at times the corporate-related cash accounts will be in a net liability position.

GEOGRAPHIC AREAS

The following table is a summary of net sales by geographic area for the three months ended April 4, 2026 and March 29, 2025:

| <i>(Millions of Dollars)</i> | Year-to-Date | |
|------------------------------|--------------|------------|
| | 2026 | 2025 |
| United States | \$ 2,334.8 | \$ 2,327.3 |
| Canada | 194.3 | 198.1 |
| Other Americas | 211.0 | 179.2 |
| Europe | 820.9 | 752.0 |
| Asia | 285.4 | 288.0 |
| Consolidated | \$ 3,846.4 | \$ 3,744.6 |

O. CONTINGENCIES

The Company is involved in various legal proceedings relating to environmental issues, employment, product liability, workers' compensation claims and other matters. The Company periodically reviews the status of these proceedings with both inside and outside counsel, as well as an actuary for risk insurance. Management believes that the ultimate disposition of these matters will not have a material adverse effect on operations or financial condition taken as a whole.

Government Litigation

As previously disclosed, on January 19, 2024, the Company was notified by the Compliance and Field Operations Division (the "Division") of the Consumer Product Safety Commission ("CPSC") that the Division intended to recommend the imposition of a civil penalty of approximately \$32 million for alleged untimely reporting in relation to certain utility bars and miter saws that were subject to voluntary recalls in September 2019 and March 2022, respectively. The Company believes there are defenses to

the Division's claims, and has presented its defenses in a meeting with the Division on February 29, 2024 and in a written submission dated March 29, 2024. On April 1, 2024, the Division informed the Company's counsel that the Division intended to recommend that the CPSC refer the matter to the U.S. Department of Justice (the "DOJ"). On May 1, 2024, the Company was informed that the CPSC voted to refer the matter to the DOJ. In December 2024, the CPSC requested that the Company reproduce documents previously provided to the CPSC following changes to the agency's electronic file sharing system and the Company reproduced the requested documents to the CPSC. Counsel for the Company and DOJ met to discuss the parties' positions. On December 22, 2025, DOJ filed suit in the U.S. District Court for the District of Maryland related to the matter, naming Black & Decker (U.S.) Inc. as a defendant. The Company believes that it took timely and appropriate action and intends to vigorously defend itself against the claims brought by DOJ. The Company does not expect that any sum it may have to pay in connection with this matter, including any reserved amount, will have a materially adverse effect on its financial position, results of operations or liquidity.

The Company is committed to upholding the highest standards of corporate governance and is continuously focused on ensuring the effectiveness of its policies, procedures, and controls.

Class Action Litigation

As previously disclosed, on March 24, 2023, a putative class action lawsuit titled *Naresh Yissa Rammohan v. Stanley Black & Decker, Inc., et al.*, Case No. 3:23-cv-00369-KAD (the "Rammohan Class Action"), was filed in the United States District Court for the District of Connecticut against the Company and certain of the Company's current and former officers and directors (together, "Defendants"). The complaint was filed on behalf of a purported class consisting of all purchasers of Stanley Black & Decker common stock between October 28, 2021 and July 28, 2022, inclusive. The complaint asserted violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 based on allegedly false and misleading statements related to consumer demand for the Company's products amid changing COVID-19 trends and macroeconomic conditions. The complaint sought unspecified damages and an award of costs and expenses. On October 13, 2023, Lead Plaintiff General Retirement System of the City of Detroit filed an Amended Complaint that asserted the same claims and seeks the same forms of relief as the original complaint. On December 14, 2023, Defendants filed a motion to dismiss the Amended Complaint in its entirety. Briefing on that motion concluded on April 5, 2024. Following the recent decision of the United States Court of Appeals for the Second Circuit in *City of Hialeah Employees' Retirement System v. Peloton Interactive, Inc.*, No. 24-2803 (2d Cir. 2025), Lead Plaintiff informed Defendants that it wished to further amend its complaint. Pursuant to a stipulation between the parties, so ordered by the District Court on September 30, 2025, Lead Plaintiff provided Defendants with a proposed second amended complaint on October 30, 2025, and Defendants consented to its filing. Lead Plaintiff subsequently filed its Second Amended Complaint on November 14, 2025, asserting the same claims on behalf of the same putative class and seeking the same forms of relief as the prior complaints. Defendants filed a renewed motion to dismiss on December 18, 2025. Lead Plaintiff filed its opposition to Defendants' renewed motion to dismiss on January 29, 2026, and Defendants filed a reply in support of their renewed motion to dismiss on February 19, 2026. The Company intends to vigorously defend this action in all respects. Given the early stage of this litigation, at this time, the Company is not in a position to assess the likelihood of any potential loss or adverse effect on its financial condition or to estimate the amount or range of potential losses, if any, from this action.

Derivative Actions

As previously disclosed, on August 2, 2023 and September 20, 2023, derivative complaints were filed in the United States District Court for the District of Connecticut, titled *Callahan v. Allan, et al.*, Case No. 3:23-cv-01028-OAW (the "Callahan Derivative Action") and *Applebaum v. Allan, et al.*, Case No. 3:23-cv-01234-OAW (the "Applebaum Derivative Action"), respectively, by putative stockholders against certain current and former directors and officers of the Company premised on the same allegations as the Rammohan Class Action. The Callahan and Applebaum Derivative Actions were consolidated by Court order on November 6, 2023, and defendants' responses to both complaints have been stayed pending the disposition of any motions to dismiss in the Rammohan Class Action. The individual defendants intend to vigorously defend the Callahan and Applebaum Derivative Actions in all respects. However, given the early stage of this litigation, at this time, the Company is not in a position to assess the likelihood of any potential loss or adverse effect on its financial condition or to estimate the amount or range of potential losses, if any, from these actions.

As previously disclosed, on October 19, 2023, a derivative complaint was filed in Connecticut Superior Court, titled *Vladimir Gusinsky Revocable Trust v. Allan, et al.*, Docket Number HHBCV236082260S, by a putative stockholder against certain current and former directors and officers of the Company. Plaintiff seeks to recover for alleged breach of fiduciary duties and unjust enrichment under Connecticut state law premised on the same allegations as the Rammohan Class Action. By Court order on November 11, 2023, the Connecticut Superior Court granted the parties' motion to stay defendants' response to the complaint pending the disposition of any motions to dismiss in the Rammohan Class Action. The individual defendants intend to vigorously defend this action in all respects. However, given the early stage of this litigation, at this time, the Company is not

in a position to assess the likelihood of any potential loss or adverse effect on its financial condition or to estimate the amount or range of potential losses, if any, from this action.

Environmental

In the normal course of business, the Company is a party to administrative proceedings and litigation, before federal and state regulatory agencies, relating to environmental remediation with respect to claims involving the discharge of hazardous substances into the environment, generally at current and former manufacturing facilities. In addition, some of these claims assert that the Company is responsible for damages and liability, for remedial investigation and clean-up costs, with respect to sites that have never been owned or operated by the Company, but the Company has been identified as a potentially responsible party ("PRP").

In connection with the 2010 merger with Black & Decker, the Company assumed certain commitments and contingent liabilities. Black & Decker is a party to litigation and administrative proceedings with respect to claims involving the discharge of hazardous substances into the environment at current and former manufacturing facilities and has also been named as a PRP in certain administrative proceedings.

The Company, along with many other companies, has been named as a PRP in numerous administrative proceedings for the remediation of various waste sites, including 23 active Superfund sites. Current laws potentially impose joint and several liabilities upon each PRP. In assessing its potential liability at these sites, the Company has considered the following: whether responsibility is being disputed, the terms of existing agreements, experience at similar sites, and the Company's volumetric contribution at these sites.

The Company's policy is to accrue environmental investigatory and remediation costs for identified sites when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. If no amount in the range of probable loss is considered most likely, the minimum loss in the range is accrued. The amount of liability recorded is based on an evaluation of currently available facts with respect to each individual site and includes such factors as existing technology, presently enacted laws and regulations, and prior experience in remediation of contaminated sites. The liabilities recorded do not take into account any claims for recoveries from insurance or third parties. As assessments and remediation progress at individual sites, the amounts recorded are reviewed periodically and adjusted to reflect additional technical and legal information that becomes available. As of April 4, 2026 and January 3, 2026, the Company had reserves of \$252.9 million and \$259.2 million, respectively, for remediation activities associated with Company-owned properties, as well as for Superfund sites, for losses that are probable and estimable. Of the April 4, 2026 amount, \$49.9 million is classified as current within Accrued expenses and \$203.0 million as long-term within Other liabilities which is expected to be paid over the estimated remediation period. As of April 4, 2026, the Company's net cash obligations, including the WCLC assets discussed below, is \$237.3 million. As of April 4, 2026, the range of environmental remediation costs that is reasonably possible is \$172.9 million to \$389.5 million which is subject to change in the near term. The Company may be liable for environmental remediation of sites it no longer owns. Liabilities have been recorded on those sites in accordance with the Company's policy.

West Coast Loading Corporation

As of April 4, 2026, the Company has recorded \$15.6 million in Other assets related to funding received by the Environmental Protection Agency ("EPA") and placed in a trust in accordance with the final settlement with the EPA, embodied in a Consent Decree approved by the United States District Court for the Central District of California on July 3, 2013. Per the Consent Decree, Embart Industries, Inc. (a dissolved and liquidated former indirectly wholly-owned subsidiary of The Black & Decker Corporation) ("Embart") has agreed to be responsible for an interim remedy at a site located in Rialto, California and formerly operated by WCLC, a defunct company for which Embart was alleged to be liable as a successor. The remedy will be funded by (i) the amounts received from the EPA as gathered from multiple parties, and, to the extent necessary, (ii) Embart's affiliate. The interim remedy required the construction of a water treatment facility and the treatment of ground water at or around the site for a period of approximately 30 years or more. The construction of the water treatment facility was completed in September 2023, and the treatment of ground water is ongoing. As of April 4, 2026, the Company's net cash obligation associated with these remediation activities, including WCLC assets, is \$7.4 million.

Centredale Site

On April 8, 2019, the United States District Court approved a Consent Decree documenting the terms of a settlement between the Company and the United States for reimbursement of EPA's past costs and remediation of environmental contamination found at the Centredale Manor Restoration Project Superfund Site ("Centredale site"), located in North Providence, Rhode Island. Black & Decker and Emhart are liable for site clean-up costs under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") as successors to the liability of Metro-Atlantic, Inc., a former operator at the Centredale site. The Company is complying with the terms of the settlement and has fully reimbursed the EPA for its past costs. Remediation work at the Centredale site remains ongoing. After the EPA and the Rhode Island Department of Environmental Management ("RIDEM") implemented regulatory changes that allows for the disposal of contaminated soil and sediment from the Centredale Site at the offsite Central Landfill located in Johnson, Rhode Island, the Company and the Rhode Island Resource Recovery Corporation ("RIRRC") recently reached an agreement in principle to govern such disposal. The Company and the RIRRC are in the process of finalizing the documentation for that arrangement. Emhart's contractor's assessment of this offsite landfill disposal alternative involves soil and sediment volume estimates that could also change or increase as additional design investigations are performed at the site, which may further impact the remediation process. Emhart has entered into a cooperative agreement with the Federal and State Natural Resource Trustees to collectively conduct an assessment of what, if any, Natural Resource Damages may be associated with the contamination at the Centredale Site. That process remains in its very preliminary stages. Litigation continues in the District Court concerning Phase 3 of the case, which is addressing the potential allocation of liability to other PRPs who may have contributed to contamination of the Centredale site with dioxins, polychlorinated biphenyls and other contaminants of concern. Following a six-week bench trial in Phase 3 on the issue of CERCLA liability against 4 PRPs in October 2024, the Court issued a decision on September 8, 2025, finding all four PRPs liable for contamination at the Site. The litigation will now move to a final allocation phase, Phase 3(B), which will determine each PRP's equitable share of responsibility for the Centredale site investigation, cleanup costs, and other damages caused by the contamination. As of April 4, 2026, the Company has reserved \$155.6 million for this site.

Lower Passaic River

The Company, along with over 100 other parties, has been identified as a PRP at Operable Units ("OUs") 2 and 4 of the Diamond Alkali Superfund Site (the "Site") pursuant to CERCLA. OU-4 encompasses the 17-mile Lower Passaic River ("LPR") and OU-2 (which is subsumed within OU-4) consists of the lower 8.3 miles of the LPR. On March 4, 2016, the EPA issued a Record of Decision ("ROD") selecting the remedy for the lower 8.3 miles of the River, which according to the EPA, will cost approximately \$1.4 billion. On September 28, 2021, the EPA issued an Interim Remedy ROD for the upper 9 miles of the LPR that the EPA estimates will cost \$441 million (net present value).

In March 2017, the EPA announced a plan to commence an allocation process to identify PRPs that may be eligible for a cash out settlement for the remediation costs. As a result of the allocation process, the EPA and certain parties (including the Company) reached an agreement for a cash-out settlement for remediation of the entire 17-mile LPR. On December 16, 2022, the United States lodged a Consent Decree with the *United States District Court for the District of New Jersey in United States v. Alden Leeds, Inc. et al.* (No. 2:22-cv-07326) ("Alden Leeds") that addressed the liability of 85 parties (including the Company) for an aggregate amount of \$150 million. On December 18, 2024, the Court granted the United States' motion to enter the Consent Decree. The Court's order entering the Consent Decree has been appealed by two parties (Occidental Chemical Company ("OCC") and Nokia of America Corporation ("Nokia")) which were not offered to participate in the settlement. While briefing was ongoing, OCC filed documents with the Court indicating that OCC is now known as Environmental Resource Holdings LLC due to internal reorganization. Nearly a month before OCC's filing, OCC merged into a new Texas limited liability company named Snowcone, LLC, which then changed its name to Occidental Chemical Company, LLC. Occidental Chemical Company, LLC then executed a divisive merger under Texas law pursuant to which it split into two entities (1) Occidental Chemical Corporation, a Texas corporation ("OCC-Texas"), which retained OCC's assets and (2) Occidental Chemical Company, LLC, which was stripped of its assets and changed its name to Environmental Resource Holdings LLC. In October 2025, OCC's then-parent, Occidental Petroleum Corporation agreed to sell 100% of the equity in OCC-Texas to Berkshire Hathaway, Inc. ("Berkshire Hathaway") for \$9.7 billion. The sale of OCC-Texas to Berkshire Hathaway closed on January 2, 2026. The Company's joint defense group called the Small Parties Group (or "SPG") is seeking information to determine whether Environmental Resource Holdings LLC, the purported amended appellant as a result of OCC's internal reorganization, is the proper party to the appeal and is evaluating its options to ensure that the corporate successor (which may include OCC-Texas as well as Environmental Resource Holdings LLC) has the financial resources to satisfy OCC's liabilities at the LPR. On February 6, 2026, certain members of the SPG (including the Company) filed a complaint in the United States District Court for the District of New Jersey (*BASF Catalysts LLC, et al. v. Occidental Chemical Corp.*, No. 2:26-cv-01226 ("BASF")) against OCC-Texas requesting that the Court enter a declaratory judgment that OCC-Texas is jointly and severally liable for OCC's CERCLA liabilities. Nokia and certain public entities, including the Passaic Valley Sewerage Commissioners ("PVSC"), filed motions to intervene in the lawsuit, which have been opposed by OCC-Texas. On March 24, 2026, OCC-Texas filed a motion to dismiss the complaint citing various grounds for dismissal. On April

20, 2026, the SPG plaintiffs and public entities filed briefs in opposition to OCC-Texas's motion to dismiss. The appeal of the Court's opinion in *Alden Leeds* granting the United States' motion to enter the Consent Decree has been fully briefed by the parties. The Company has paid its share of the settlement amount, which currently is held in escrow by the EPA pending the outcome of the appeal.

On June 30, 2018, OCC filed a complaint in the United States District Court for the District of New Jersey (*Occidental Chemical Corp. v. 21st Century Fox, et al.* (No. 2:18-cv-11273) ("*21st Century Fox*")) against over 100 companies, including the Company, seeking CERCLA cost recovery or contribution for past costs relating to various investigations and cleanups OCC has conducted or is conducting in connection with OU-2 and OU-4 and seeking a declaratory judgment to hold the defendants liable for their proper shares of future response costs for OCC's ongoing activities in connection with the Site, which would include OCC's Remedial Investigation/Feasibility Study ("RI/FS") in Newark Bay (OU-3 of the Site). The litigation was stayed while the Court considered the Consent Decree and during the appeal discussed above. On April 21, 2026, Environmental Resource Holdings, LLC, as successor to OCC, filed a letter with the Court requesting leave to file a motion to consolidate the litigation in *BASF* into *21st Century Fox*. The SPG parties will oppose the motion to consolidate the two actions.

The U.S. Army Corps of Engineers and other federal agencies have been conducting a natural resources damage assessment of the LPR. The results of this assessment may be used in the future to support a claim by the federal agencies for natural resource damages against the Company and other PRPs.

At this time, the Company cannot reasonably estimate its liability related to the litigation, remediation efforts and natural resource damages as discussed above, as the OCC litigation is pending, the Court's opinion granting the United States' motion to enter the Consent Decree has been appealed, and Newark Bay RI/FS and the natural resource damage assessment are ongoing.

Kerr McGee

Per the terms of a Final Order and Judgment approved by the United States District Court for the Middle District of Florida on January 22, 1991, Emhart is responsible for a percentage of remedial costs arising out of the Kerr McGee Chemical Corporation Superfund Site located in Jacksonville, Florida. On March 15, 2017, the Company received formal notification from the EPA that the EPA had issued a ROD selecting the preferred alternative identified in the Proposed Cleanup Plan. The Multistate Trust managing the remediation provides quarterly projections for the remediation costs for work to be performed, and the Company adjusts the reserve for its percentage share of such costs accordingly. As of April 4, 2026, the Company has reserved \$14.0 million for this site.

The amounts recorded for the aforementioned identified contingent liabilities are based on estimates. Amounts recorded are reviewed periodically and adjusted to reflect additional technical and legal information that becomes available. Actual costs to be incurred in future periods may vary from the estimates, given the inherent uncertainties in evaluating certain exposures. Subject to the imprecision in estimating future contingent liability costs, the Company does not expect that any sum it may have to pay in connection with these environmental matters in excess of the amounts recorded will have a materially adverse effect on its financial position, results of operations or liquidity.

P. COMMITMENTS AND GUARANTEES

COMMITMENTS — The Company has numerous assets, predominantly real estate, vehicles and equipment, under various lease arrangements. The following is a summary of the Company's right-of-use assets and lease liabilities:

| <i>(Millions of Dollars)</i> | April 4, 2026 | January 3, 2026 |
|---|----------------|-----------------|
| Right-of-use assets | \$454.9 | \$464.3 |
| Lease liabilities | \$465.3 | \$476.7 |
| Weighted-average incremental borrowing rate | 4.7% | 4.7% |
| Weighted-average remaining term | 6 years | 6 years |

Right-of-use assets are included within Other assets in the Condensed Consolidated Balance Sheets, while lease liabilities are included within Accrued expenses and Other liabilities, as appropriate. The Company determines its incremental borrowing rate based on interest rates from its debt issuances, taking into consideration adjustments for collateral, lease terms and foreign currency. As of April 4, 2026 and January 3, 2026, \$7.8 million and \$7.2 million of right-of-use assets, respectively, and \$7.7 million and \$7.0 million of lease liabilities, respectively, were reclassified to held for sale due to the divestiture of the CAM business.

The Company has arrangements with third-party financial institutions that offer voluntary supply chain finance ("SCF") programs. These arrangements enable certain of the Company's suppliers, at the supplier's sole discretion, to sell receivables due from the Company to the financial institutions on terms directly negotiated with the financial institutions. The Company negotiates commercial terms with its suppliers, including prices, quantities, and payment terms, regardless of suppliers' decisions to finance the receivables due from the Company under these SCF programs. The Company has no economic interest in a supplier's decision to participate in these SCF programs, and no direct financial relationship with the financial institutions, as it relates to these SCF programs. The amounts due to the financial institutions for suppliers that voluntarily participate in these SCF programs were presented within Accounts payable on the Company's Condensed Consolidated Balance Sheets and totaled \$387.5 million and \$349.3 million as of April 4, 2026 and January 3, 2026, respectively.

As of April 4, 2026, the Company had unrecognized commitments that require the future purchase of goods or services (unconditional purchase obligations) to provide it with access to products and services at competitive prices. These obligations consist of supplier agreements with long-term minimum material purchase requirements and freight forwarding arrangements with minimum quantity commitments. As of April 4, 2026, the Company had unconditional purchase obligations of \$89.2 million, consisting of \$43.9 million in 2026 and \$45.3 million in 2027. The decrease in unconditional purchase obligations from January 3, 2026 is primarily attributable to an amendment executed with a supplier in the first quarter of 2026.

GUARANTEES — The Company's financial guarantees at April 4, 2026 are as follows:

| <i>(Millions of Dollars)</i> | Term | Maximum Potential Payment | Carrying Amount of Liability |
|--|--------------------------|---------------------------|------------------------------|
| Guarantees on the residual values of leased assets | Four years to nine years | \$ 45.5 | \$ — |
| Standby letters of credit | Up to twenty years | 177.2 | — |
| Commercial customer financing arrangements | Up to ten years | 105.1 | 16.2 |
| Total | | <u>\$ 327.8</u> | <u>\$ 16.2</u> |

The Company has guaranteed a portion of the residual values associated with certain of its variable rate leases. The lease guarantees are for an amount up to \$45.5 million while the fair value of the underlying assets is estimated at \$56.2 million. The related assets would be available to satisfy the guarantee obligations.

The Company has issued \$177.2 million in standby letters of credit that guarantee future payments which may be required under certain insurance programs and in relation to certain environmental remediation activities described more fully in *Note O, Contingencies*.

The Company provides various limited and full recourse guarantees to financial institutions that provide financing to U.S. and Canadian Mac Tool distributors and franchisees for their initial purchase of the inventory and trucks necessary to function as a distributor and franchisee. In addition, the Company provides limited and full recourse guarantees to financial institutions that extend credit to certain end retail customers of its U.S. Mac Tool distributors and franchisees. The gross amount guaranteed in these arrangements is \$105.1 million and the \$16.2 million carrying value of the guarantees issued is recorded in Other liabilities in the Condensed Consolidated Balance Sheets.

The Company provides warranties on certain products across its businesses. The types of product warranties offered generally range from one year to limited lifetime. There are also certain products with no warranty. Further, the Company sometimes incurs discretionary costs to service its products in connection with product performance issues. Historical warranty and service claim experience forms the basis for warranty obligations recognized. Adjustments are recorded to the warranty liability as new information becomes available.

The changes in the carrying amount of product warranties for the three months ended April 4, 2026 and March 29, 2025 are as follows:

| <i>(Millions of Dollars)</i> | 2026 | 2025 |
|----------------------------------|-----------------|-----------------|
| Balance beginning of period | \$ 157.8 | \$ 140.1 |
| Warranties and guarantees issued | 40.2 | 39.5 |
| Warranty payments and currency | (36.3) | (34.5) |
| Balance end of period | <u>\$ 161.7</u> | <u>\$ 145.1</u> |

Q. DIVESTITURES*Consolidated Aerospace Manufacturing*

On April 6, 2026, the Company completed the previously announced sale of its CAM business and received proceeds of approximately \$1.8 billion in cash. The divestiture is part of the Company's strategic commitment to simplify and streamline its portfolio to focus on its core Tools & Outdoor and Engineered Fastening businesses. As of April 4, 2026 and January 3, 2026, the assets and liabilities related to the CAM business were classified as held for sale on the Company's Condensed Consolidated Balance Sheets. This divestiture does not qualify for discontinued operations and therefore, its results are included in the Company's continuing operations within the Engineered Fastening segment for all periods presented. The estimated pre-tax gain on sale to be recognized during the second quarter of 2026 is approximately \$260 million to \$280 million. As part of the purchase and sale agreement, the Company will perform transition services relating to certain administrative functions for the purchaser primarily for a period of six months or less, pending integration of these functions into their pre-existing business processes.

Following is the pre-tax income for this business for the three months ended April 4, 2026, and March 29, 2025:

| <i>(Millions of Dollars)</i> | 2026 | | 2025 | |
|------------------------------|------|------|------|-----|
| Pre-tax income | \$ | 22.8 | \$ | 3.3 |

The carrying amounts of the assets and liabilities that were aggregated in assets held for sale and liabilities held for sale as of April 4, 2026 and January 3, 2026 are presented in the following table:

| <i>(Millions of Dollars)</i> | April 4, 2026 | | January 3, 2026 | |
|---------------------------------------|---------------|----------------|-----------------|----------------|
| Cash and cash equivalents | \$ | 1.5 | \$ | — |
| Accounts and notes receivable, net | | 96.0 | | 94.2 |
| Inventories, net | | 173.6 | | 168.0 |
| Other current assets | | 0.4 | | 0.2 |
| Property, plant and equipment, net | | 121.9 | | 117.1 |
| Goodwill | | 737.1 | | 739.4 |
| Intangibles, net | | 412.7 | | 410.1 |
| Other assets | | 7.8 | | 7.3 |
| Total assets | \$ | 1,551.0 | \$ | 1,536.3 |
| Accounts payable and accrued expenses | \$ | 56.8 | \$ | 44.2 |
| Other long-term liabilities | | 9.7 | | 9.4 |
| Total liabilities | \$ | 66.5 | \$ | 53.6 |

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

The following discussion contains statements reflecting the Company's views about its future performance that constitute "forward-looking statements" under the Private Securities Litigation Reform Act of 1995. There are a number of important factors that could cause actual results to differ materially from those indicated by such forward-looking statements. Please read the information under the caption entitled "Cautionary Statement Concerning Forward-Looking Statements."

Throughout this Management's Discussion and Analysis ("MD&A"), references to Notes refer to the "Notes To Unaudited Condensed Consolidated Financial Statements" in Part 1, Item 1 of this Quarterly Report on Form 10-Q, unless otherwise indicated.

BUSINESS OVERVIEW

Strategy

The Company is a global provider of hand tools, power tools, outdoor products and related accessories, as well as a leading provider of engineered fastening solutions. In recent years, the Company has re-shaped its portfolio through a series of divestitures. These divestitures reflect the Company's ongoing strategic commitment to simplify and streamline its portfolio to focus on its leading market positions in tools and outdoor, as well as engineered fastening systems.

The Company is guided by its mission to build a world-class branded industrial company, by solving end users' most pressing and complex challenges. The strategy to achieve this mission is anchored by three core imperatives: activating our brands with purpose, driving operational excellence, and accelerating innovation.

Activating our brands with purpose is rooted by the Company's brands standing for quality, safety and productivity. The Company is investing resources to continue to deepen connections with end users, with every product, solution and service aligned with their evolving needs.

Driving operational excellence is centered on continuous improvement to deliver stronger results, including more effective resource allocation with higher return on investment. The focus on driving annual net productivity will contribute to continued margin expansion and reinvestment into brand health and innovation.

Accelerating innovation is required to advance and expand the end-to-end workflow solutions that end users demand. The Company's platforming method enables faster speed to market and leverages modularity combined with specialization to deliver uncompromised productivity and value.

With a strengthened foundation and a more streamlined organization, focused on its core imperatives, the Company is well-positioned to drive performance towards its long-term financial targets.

In terms of capital allocation, the Company's top priority is funding organic growth investments that drive long-term value. The Company also remains committed, over time, to maintaining a strong and growing dividend and opportunistically repurchasing shares. The Company has deployed the vast majority of the net proceeds from the Consolidated Aerospace Manufacturing ("CAM") divestiture to reduce debt in the second quarter of 2026. The Company is now positioned to pursue capital allocation that accelerates shareholder value creation, which it expects to take the form of share repurchases.

Repurchases Of Common Stock

On April 23, 2026, the Board terminated the previous share repurchase program (the "April 2022 Program") and approved a new share repurchase program of up to \$500 million in purchase price of shares of the Company's common stock ("the April 2026 Program"). The April 2026 Program will expire 36 months from April 23, 2026. The Company may repurchase shares under the April 2026 Program through open market purchases, privately negotiated transactions or share repurchase programs, including one or more accelerated share repurchase programs (under which an initial payment for the entire repurchase amount may be made at the inception of the program). Such repurchases may be funded from cash on hand, short-term borrowings or other sources of cash at the Company's discretion, and the Company is under no obligation to repurchase any shares pursuant to the April 2026 Program. The currently authorized shares available for repurchase under the April 2026 Program do not include approximately 3.6 million shares reserved and authorized for purchase under the Company's approved repurchase program in place prior to the April 2026 Program relating to a forward share purchase contract entered into in March 2015.

Repurchases Of Securities Other Than Common Stock

In October 2025, the Board of Directors approved repurchases by the Company of its outstanding securities, other than its common stock, up to an aggregate amount of \$3.0 billion. No repurchases have been executed pursuant to this authorization to date.

Divestitures

On April 6, 2026, the Company completed the previously announced sale of its CAM business to Howmet Aerospace for \$1.8 billion in cash. The Company has deployed the vast majority of the net proceeds to reduce debt in the second quarter of 2026. For the three months ended April 4, 2026, net sales and segment profit for Engineered Fastening included \$117.0 million and \$22.0 million, respectively, related to the CAM business. See below for further discussion of the Company's business segments and results.

Refer to *Note Q, Divestitures*, for further discussion.

Global Cost Reduction Program

In mid-2022, the Company launched a Global Cost Reduction Program comprised of a series of initiatives designed to generate targeted pre-tax run-rate cost savings of \$2.0 billion by resizing the organization, reducing inventory, and transforming its supply chain with the ultimate objective of driving long-term growth, improving profitability and generating strong cash flow. The program was completed as of the end of 2025 and generated approximately \$2.1 billion of pre-tax run-rate savings, exceeding its original cost savings target. These savings were partially redeployed to fund over \$300 million of innovation and commercial investments through 2025 designed to accelerate organic growth.

Although the broader Global Cost Reduction Program has been completed, the Company continues to pursue targeted and strategic footprint actions to support the ongoing network transformation and reposition its supply chain, as necessary.

The charges associated with the execution of the Global Cost Reduction Program in 2025, as well as the charges related to targeted footprint actions in 2026, are reflected in the Non-GAAP adjustments detailed below in "Results From Operations." The expected charges for 2026 are reflected in the Company's full year estimate of Non-GAAP adjustments detailed below in "2026 Guidance".

Segments

The Company's operations are classified into two reportable business segments: Tools & Outdoor and Engineered Fastening. Both reportable segments have significant international operations and are exposed to translational and transactional impacts from fluctuations in foreign currency exchange rates.

Tools & Outdoor

The Tools & Outdoor segment is comprised of the Power Tools Group ("PTG"), Hand Tools, Accessories & Storage ("HTAS"), and Outdoor Power Equipment ("Outdoor") product lines.

The PTG product line includes both professional and consumer products. Professional products, primarily under the DEWALT® brand, include professional grade corded and cordless electric power tools and equipment including drills, impact wrenches and drivers, grinders, saws, routers, sanders, and concrete prep and placement tools as well as pneumatic tools and fasteners including nail guns, nails, staplers and staples, and concrete and masonry anchors. DIY and tradesperson focused products include corded and cordless electric power tools sold primarily under the CRAFTSMAN® and STANLEY® brands, and consumer home products such as household power tools, hand-held vacuums, and small appliances primarily under the BLACK+DECKER® brand.

The HTAS product line sells hand tools, power tool accessories and storage products primarily under the DEWALT®, CRAFTSMAN® and STANLEY® brands. Hand tools include measuring, leveling and layout tools, planes, hammers, demolition tools, clamps, vises, knives, saws, chisels, material handling, and industrial and automotive tools. Power tool accessories include drill bits, screwdriver bits, router bits, abrasives, saw blades and threading products. Storage products include tool boxes, sawhorses, cabinets and engineered storage solution products.

The Outdoor product line primarily sells corded and cordless electric lawn and garden products, including hedge trimmers, string trimmers, lawn mowers, pressure washers and related accessories, and gas powered lawn and garden products, including lawn tractors, zero turn ride on mowers, walk behind mowers, snow blowers, residential robotic mowers, hand-held outdoor power equipment, garden tools, and parts and accessories to professionals and consumers primarily under the DEWALT®, CRAFTSMAN®, CUB CADET®, BLACK+DECKER®, and HUSTLER® brand names.

Engineered Fastening

The Engineered Fastening segment is comprised of the Engineered Fastening business.

The Engineered Fastening business primarily sells highly engineered components such as fasteners, fittings and various engineered products, which are designed for specific applications across multiple verticals. The product lines include externally threaded fasteners, blind rivets and tools, blind inserts and tools, drawn arc weld studs and systems, engineered plastic and mechanical fasteners, self-piercing riveting systems, precision nut running systems, micro fasteners, high-strength structural fasteners, axel swage, latches, heat shields, pins, and couplings.

RESULTS OF OPERATIONS

On April 6, 2026, the Company completed the previously announced sale of its CAM business to Howmet Aerospace. This divestiture does not qualify for discontinued operations and therefore, the results of the CAM business are included in the Company's Consolidated Statements of Operations and Comprehensive Income for all periods presented.

Certain Items Impacting Earnings and Non-GAAP Financial Measures

The Company has provided a discussion of its results both inclusive and exclusive of certain gains and charges. The results and measures, including gross profit, SG&A, Other, net, Income taxes, segment profit, and corporate overhead, on a basis excluding certain gains and charges, free cash flow, organic revenue and organic growth are Non-GAAP financial measures. These Non-GAAP financial measures are defined and reconciled to their most directly comparable GAAP financial measures below. The Company considers the use of Non-GAAP financial measures relevant to aid analysis and understanding of the Company's results, business trends and outlook measures aside from the material impact of certain gains and charges and ensures appropriate comparability to operating results of prior periods. Supplemental Non-GAAP information should not be considered in isolation or as a substitute for the related GAAP financial measures. Non-GAAP financial measures presented herein may differ from similar measures used by other companies.

The Company provides expectations for the non-GAAP financial measures of full-year 2026 adjusted EPS, presented on a basis excluding certain gains and charges, as well as 2026 free cash flow. Forecasted full-year 2026 adjusted EPS is reconciled to forecasted full-year 2026 GAAP EPS under the section entitled "2026 Guidance" below. Consistent with past methodology, forecasted full-year 2026 GAAP EPS excludes the impacts of potential acquisitions and divestitures (unless otherwise noted), future regulatory changes or strategic shifts that could impact the Company's contingent liabilities or intangible assets, respectively, potential future cost actions in response to external factors that have not yet occurred, and any other items not specifically referenced under "2026 Guidance." A reconciliation of forecasted 2026 free cash flow to its most directly comparable GAAP estimate is not available without unreasonable effort due to high variability and difficulty in predicting items that impact cash flow from operations, which could be material to the Company's results in accordance with U.S. GAAP. The Company believes such a reconciliation would also imply a degree of precision that is inappropriate for this forward-looking measure.

The Company's operating results at the consolidated level as discussed below include and exclude certain gains and charges impacting gross profit, SG&A, Other, net, and Income taxes. The Company's business segment results as discussed below include and exclude certain gains and charges impacting gross profit and SG&A. Corporate overhead as discussed below includes and excludes certain gains and charges. These amounts for the first quarters of 2026 and 2025 are as follows:

| First Quarter 2026 <i>(Millions of Dollars)</i> | GAAP | Non-GAAP Adjustments² | Non-GAAP |
|---|-------------|---|-----------------|
| Gross profit | \$ 1,157.3 | \$ 5.2 | \$ 1,162.5 |
| Selling, general and administrative ¹ | 884.0 | (7.7) | 876.3 |
| Earnings before income taxes | 84.8 | 81.0 | 165.8 |
| Income taxes ³ | 25.2 | 18.4 | 43.6 |
| Net earnings | 59.6 | 62.6 | 122.2 |
| Diluted earnings per share of common stock | \$ 0.39 | \$ 0.41 | \$ 0.80 |

| First Quarter 2025 (Millions of Dollars) | GAAP | Non-GAAP Adjustments ² | Non-GAAP |
|--|------------|-----------------------------------|------------|
| Gross profit | \$ 1,120.8 | \$ 16.7 | \$ 1,137.5 |
| Selling, general and administrative ¹ | 867.0 | (22.0) | 845.0 |
| Earnings before income taxes | 127.6 | 31.5 | 159.1 |
| Income taxes ³ | 37.2 | 7.5 | 44.7 |
| Net earnings | 90.4 | 24.0 | 114.4 |
| Diluted earnings per share of common stock | \$ 0.60 | \$ 0.15 | \$ 0.75 |

¹ Includes provision for credit losses

² Refer to table below for additional detail of the Non-GAAP adjustments

³ Income taxes attributable to Non-GAAP adjustments are determined by calculating income taxes on pre-tax earnings, both inclusive and exclusive of Non-GAAP adjustments, taking into consideration the nature of the Non-GAAP adjustments and the applicable statutory income tax rates.

Below is a summary of the pre-tax Non-GAAP adjustments for the first quarters of 2026 and 2025.

| (Millions of Dollars) | 2026 | 2025 |
|---|----------|----------|
| Supply Chain Transformation Costs: | | |
| Footprint Rationalization ¹ | \$ 5.2 | \$ 6.6 |
| Material Productivity & Operational Excellence | — | 4.7 |
| Other charges | — | 5.4 |
| Gross profit | \$ 5.2 | \$ 16.7 |
| Supply Chain Transformation Costs: | | |
| Footprint Rationalization ¹ | \$ 6.6 | \$ 6.1 |
| Complexity Reduction & Operational Excellence ² | — | 10.0 |
| Transition services costs related to previously divested businesses | — | 5.3 |
| Other charges | 1.1 | 0.6 |
| Selling, general and administrative | \$ 7.7 | \$ 22.0 |
| Income related to providing transition services to previously divested businesses | \$ — | \$ (6.8) |
| Deal-related costs and other | (2.6) | (1.9) |
| Other, net | \$ (2.6) | \$ (8.7) |
| Loss on sale of business | \$ 3.1 | \$ 0.3 |
| Asset impairment charges ³ | 22.7 | — |
| Restructuring charges ⁴ | 44.9 | 1.2 |
| Non-GAAP adjustments before income taxes | \$ 81.0 | \$ 31.5 |

1 Footprint Rationalization costs in 2026 and 2025 primarily relate to site transformation and re-configuration costs. Facility exit costs related to site closures are reported in Restructuring charges.

2 Complexity Reduction & Operational Excellence costs in 2025 primarily related to third-party consulting fees to provide expertise in identifying business model changes and quantifying related cost savings opportunities within the Company's Engineered Fastening business, developing a detailed program and related governance, and assisting the Company with the implementation of actions necessary to achieve the identified objectives.

3 Asset impairment charges in 2026 relate to the write-down of assets associated with the exit of a Tools and Outdoor product line and related plant closure.

4 Refer to "Restructuring Activities" below for further discussion.

Below is a summary of the Company's operating results at the consolidated level, followed by an overview of business segment performance. Organic growth is utilized to describe the Company's results excluding the impacts of foreign currency fluctuations, acquisitions during their initial 12 months of ownership, divestitures, transfers of product lines between segments, and outdoor product line exits (as previously communicated).

Consolidated Results

Net Sales: Net sales were \$3.846 billion in the first three months of 2026 compared to \$3.745 billion in the first three months of 2025, an increase of 3%, which was driven by a 3% increase in price and a 3% increase from foreign currency, partially offset by a 3% decrease in volume. Tools & Outdoor net sales increased 2% compared to the first three months of 2025 as a 4% increase in price and a 3% increase from foreign currency was partially offset by a 5% decrease in volume. Engineered Fastening net sales increased 10% compared to the first three months of 2025, driven by a 6% increase in volume, a 3% increase from foreign currency, and a 1% increase in price.

Cost of Sales and Gross Profit: The Company reported cost of sales of \$2.689 billion in the first three months of 2026 compared to \$2.624 billion in the first three months of 2025. The year-over-year increase in cost of sales was primarily driven by tariff costs, volume deleveraging, and inflation, partially offset by operational cost improvements. Gross profit, defined as sales less cost of sales, was \$1.157 billion, or 30.1% of net sales, in the first three months of 2026 compared to \$1.121 billion, or 29.9% of net sales, in the first three months of 2025. Non-GAAP adjustments, which increased cost of sales and reduced gross profit, were \$5.2 million, or 0.1% of net sales, for the three months ended April 4, 2026, and \$16.7 million, or 0.5% of net sales, for the three months ended March 29, 2025. Excluding these adjustments, gross profit was 30.2% of net sales for the three months ended April 4, 2026, compared to 30.4% of net sales for the three months ended March 29, 2025. Gross profit as a percent of sales and adjusted gross profit as a percent of sales were fairly consistent year-over-year as operational cost improvements and higher pricing were largely offset by increased tariff expense, volume deleverage, and other inflation.

Selling, general and administrative: SG&A, inclusive of the provision for credit losses, was \$884.0 million, or 23.0% of net sales, in the first three months of 2026, compared to \$867.0 million, or 23.2% of net sales, in the first three months of 2025. Within SG&A, Non-GAAP adjustments totaled \$7.7 million, or 0.2% of net sales, for the three months ended April 4, 2026, and \$22.0 million, or 0.6% of net sales, for the three months ended March 29, 2025. Excluding these adjustments, SG&A was 22.8% of net sales for the three months ended April 4, 2026, compared to 22.6% for the three months ended March 29, 2025. SG&A as a percent of sales and adjusted SG&A as a percent of sales were fairly consistent year-over-year as strategic growth investments were balanced by disciplined and targeted cost management.

Distribution center costs (i.e. warehousing and fulfillment facility and associated labor costs) are classified within SG&A. This classification may differ from other companies who may report such expenses within cost of sales. Due to diversity in practice, to the extent the classification of these distribution costs differs from other companies, the Company's gross margins may not be comparable. Such distribution costs classified in SG&A amounted to \$135.9 million and \$129.0 million for the first three months of 2026 and 2025, respectively.

Other, net: Other, net totaled \$41.9 million and \$47.5 million in the first three months of 2026 and 2025, respectively. Excluding Non-GAAP adjustments, Other, net totaled \$44.5 million and \$56.2 million for the first three months of 2026 and 2025, respectively. The year-over-year decrease in Other, net, both inclusive and exclusive of Non-GAAP adjustments, is primarily driven by lower intangible amortization expense in 2026.

Loss on Sale of Business: During the first three months of 2026, the Company reported a pre-tax loss of \$3.1 million related to the divestiture of a small business in the Tools & Outdoor segment. During the first three months of 2025, the Company reported a pre-tax loss of \$0.3 million related to the divestiture of a small business in the Engineered Fastening segment.

Asset Impairment Charges: During the first quarter of 2026, the Company recorded a pre-tax impairment charge of \$22.7 million related to a write-down of assets associated with the exit of a Tools and Outdoor product line and related plant closure.

Interest, net: Net interest expense was \$75.9 million in the first quarter of 2026 and \$77.2 million in the first quarter of 2025. The year-over-year decrease was primarily driven by lower interest expense partially offset by lower interest income, both due to lower interest rates.

Income Taxes: For the three months ended April 4, 2026, the Company recognized income tax expense of \$25.2 million, resulting in an effective tax rate of 29.7%. Excluding the tax effect on Non-GAAP adjustments for the three months ended April 4, 2026, the Company recognized income tax expense of \$43.6 million, resulting in an effective tax rate of 26.3%. These effective tax rates for the three months ended April 4, 2026 differ from the U.S. statutory tax rate of 21% primarily due to non-

deductible expenses, U.S. tax on foreign earnings, and losses for which a tax benefit is not recognized, partially offset by tax credits.

For the three months ended March 29, 2025, the Company recognized income tax expense of \$37.2 million, resulting in an effective tax rate of 29.2%. Excluding the tax effect on Non-GAAP adjustments for the three months ended March 29, 2025, the Company recognized income tax expense of \$44.7 million, resulting in an effective tax rate of 28.1%. These effective tax rates for the three months ended March 29, 2025 differ from the U.S. statutory tax rate of 21% primarily due to non-deductible expenses, losses for which a tax benefit is not recognized, and U.S. tax on foreign earnings, partially offset by remeasurement of uncertain tax position reserves and tax credits.

Refer to *Note M, Income Taxes*, for additional information on the impacts in interim periods of changes in the estimated annual effective income tax rate.

On December 20, 2021, the Organization for Economic Cooperation and Development ("OECD") published a proposal for the establishment of a global minimum tax rate of 15% ("Pillar Two"). The Pillar Two rules provide a template that jurisdictions can translate into domestic law, to assist with the implementation within an agreed upon timeframe and in a coordinated manner. Certain countries in which the Company operates have enacted legislation effective January 1, 2024, while other jurisdictions are in various stages of implementation.

On January 5, 2026, the OECD published a package introducing new safe harbors and a side-by-side system ("SbS") in relation to the Pillar Two global minimum tax rules. If enacted into law in each of the jurisdictions in which the Company operates following the indicated timeline, the SbS system would generally be expected to exempt the Company from the application of two of the three Pillar Two top-up taxes starting in 2026.

The Company has performed an assessment of the potential impact to its income taxes as a result of Pillar Two. The assessment of the potential impact is based on the most recent tax filings, country-by-country reporting, and financial statements of affected subsidiaries. Based on results of the assessment, the Company believes it can avail itself of the transitional safe harbor rules in most jurisdictions in which the Company operates. There are, however, a limited number of jurisdictions where the transitional safe harbor relief does not apply. The Pillar Two tax impact from these jurisdictions is expected to be immaterial to the Company's 2026 estimated annual tax rate. The Company continues to assess the potential impact of Pillar Two, including the SbS system, and monitor developments in legislation, regulation, and interpretive guidance in these areas.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act ("OBBBA"), which includes a broad range of tax reform provisions affecting businesses, including extending and modifying certain Tax Cuts & Jobs Act provisions and accelerating the phase-out of certain Inflation Reduction Act incentives. The OBBBA includes provisions modifying net interest deduction limitations, expensing of U.S.-based research and development expenses, and tax depreciation methods, as well as international tax provisions modifying global intangible low-taxed income (GILTI), foreign-derived intangible income (FDII), base erosion and anti-abuse tax (BEAT), and foreign tax credits. The Company evaluated the impacts of the OBBBA and concluded that it did not have a material impact on the Company's consolidated financial statements in 2025 and does not expect a material impact to future income tax provisions. The Company will continue to assess the potential impact of the OBBBA and monitor developments in legislation, regulation, and interpretive guidance in this area.

Business Segment Results

The Company's reportable segments represent businesses that have similar products, services and end markets, among other factors. The Company utilizes segment profit which is defined as net sales minus cost of sales and SG&A inclusive of the provision for credit losses (aside from corporate overhead expense), and segment profit as a percentage of net sales to assess the profitability of each segment.

The Company's operations are classified into two reportable business segments: Tools & Outdoor and Engineered Fastening.

Tools & Outdoor:

| <i>(Millions of Dollars)</i> | Year-to-Date | | | |
|------------------------------|--------------|---------|------|---------|
| | 2026 | | 2025 | |
| Net sales | \$ | 3,335.6 | \$ | 3,280.9 |
| Segment profit | \$ | 276.0 | \$ | 289.2 |
| % of Net sales | | 8.3 % | | 8.8 % |

Tools & Outdoor net sales increased \$54.7 million, or 2%, in the first three months of 2026 compared to the first three months of 2025 as a 4% increase in price and a 3% increase from foreign currency was partially offset by a 5% decrease in volume. Tools & Outdoor organic revenues decreased 1% primarily due to lower retail volumes in North America, which was mostly offset by increased sell-in ahead of the outdoor product spring season, strong performance in prioritized international markets, and higher rates of professional conversions within the U.S. commercial & industrial channel. Total revenue decreased 1% in North America and increased 11% and 6% in Europe and the rest of the world, respectively. Excluding the impact from foreign currency, organic revenue decreased 2% in North America, increased 1% in Europe, and remained flat in the rest of the world.

Tools & Outdoor Segment profit for the first three months of 2026 was \$276.0 million, or 8.3% of net sales, compared to \$289.2 million, or 8.8% of net sales, in the first three months of 2025. Excluding Non-GAAP adjustments, which primarily related to footprint actions in both periods, of \$12.6 million, or 0.4% of net sales, in the first three months of 2026, and \$25.0 million, or 0.8% of net sales, in the first three months of 2025, segment profit was 8.7% of net sales in the first three months of 2026 and 9.6% of net sales in the first three months of 2025. The year-over-year changes in segment profit as a percent of sales and adjusted segment profit as a percent of sales were primarily driven by growth investments and greater sales volume of lower-margin outdoor products. Higher pricing in the first three months of 2026 was largely offset by increased tariff expenses.

Engineered Fastening:

| <i>(Millions of Dollars)</i> | Year-to-Date | |
|------------------------------|--------------|----------|
| | 2026 | 2025 |
| Net sales | \$ 510.8 | \$ 463.7 |
| Segment profit | \$ 60.9 | \$ 39.0 |
| % of Net sales | 11.9 % | 8.4 % |

Engineered Fastening net sales increased \$47.1 million, or 10%, in the first three months of 2026 compared to the first three months of 2025, driven by a 6% increase in volume, a 3% increase from foreign currency, and a 1% increase in price. Engineered Fastening organic revenues increased 7% driven by robust aerospace growth and automotive outperforming the market, partially offset by a decline in industrial volume.

Engineered Fastening segment profit for the first three months of 2026 totaled \$60.9 million, or 11.9% of net sales, compared to \$39.0 million, or 8.4% of net sales, in the corresponding 2025 period. Excluding Non-GAAP adjustments of \$0.2 million, or 0.1% of net sales, in the first three months of 2026, and \$7.7 million, or 1.7% of net sales, in the first three months of 2025, which primarily related to costs associated with the supply chain transformation, segment profit amounted to 12.0% of net sales in the first three months of 2026 compared to 10.1% of net sales in the first three months of 2025. The year-over-year changes in segment profit as a percent of sales and adjusted segment profit as a percent of sales were driven by improved profitability in aerospace and higher volume and mix in automotive.

Corporate overhead:

The corporate overhead element of SG&A, which is not allocated to the business segments for purposes of determining segment profit, consists of the costs associated with the executive management team and expenses related to centralized functions that benefit the entire Company but are not directly attributable to the business segments, such as legal and corporate finance functions, as well as expenses for the world headquarters facility.

Corporate overhead amounted to \$63.6 million and \$74.4 million in the first three months of 2026 and 2025, respectively. Excluding Non-GAAP adjustments of \$0.1 million in the first three months of 2026 and \$6.0 million in the first three months of 2025, which primarily consisted of transition services costs related to previously divested businesses, the corporate overhead element of SG&A was \$63.5 million and \$68.4 million in the first three months of 2026 and 2025, respectively.

RESTRUCTURING ACTIVITIES

A summary of the restructuring reserve activity from January 3, 2026 to April 4, 2026 is as follows:

| <i>(Millions of Dollars)</i> | January 3, 2026 | Net Additions | Usage | Currency | April 4, 2026 |
|------------------------------|--------------------|----------------|------------------|---------------|------------------|
| Severance and related costs | \$ 45.7 | \$ 40.2 | \$ (18.2) | \$ 0.2 | \$ 67.9 |
| Facility closures and other | 2.1 | 4.7 | (4.7) | — | 2.1 |
| Total | \$ 47.8 | \$ 44.9 | \$ (22.9) | \$ 0.2 | \$ 70.0 |

For the three months ended April 4, 2026, the Company recognized net restructuring charges of \$44.9 million related to severance costs primarily associated with reorganizations of the Company's supply chain resources and a plant closure, as well as facility exit costs. The Company expects to achieve annual net cost savings of approximately \$78 million by the end of 2027 related to the restructuring costs incurred during the three months ended April 4, 2026. The majority of the \$70.0 million of reserves remaining as of April 4, 2026 is expected to be utilized within the next twelve months.

Segments:

The \$44.9 million of net restructuring charges for the three months ended April 4, 2026 includes: \$35.6 million in the Tools & Outdoor segment; \$7.5 million in the Engineered Fastening segment; and \$1.8 million in Corporate.

The anticipated annual net cost savings of approximately \$78 million related to the 2026 restructuring actions include: \$63 million in the Tools & Outdoor segment; \$9 million in the Engineered Fastening segment; and \$6 million in Corporate.

TARIFF POLICY IMPLICATIONS

On February 20, 2026, the U.S. Supreme Court issued a ruling invalidating tariffs imposed under the International Emergency Economic Powers Act ("IEEPA"). The ruling did not address potential refunds. The U.S. Court of International Trade ("CIT") has ordered the U.S. Customs and Border Protection ("CBP") to refund the collected IEEPA tariffs. The administrative process for seeking refunds of IEEPA tariffs previously paid remains under development and the CIT's order may be subject to U.S. government challenge. On April 20, 2026, the CBP launched the Consolidated Administration and Processing of Entries (CAPE) system for IEEPA refunds, which the CBP plans to implement through a phased development approach. There can be no guarantee that a refund, if received, will equal the full amount of IEEPA tariffs paid, and any refund may be subject to taxes and other adjustments or further legal, regulatory, or administration developments. Given these uncertainties, the Company has not recognized any benefit or asset related to potential IEEPA tariff refunds as of April 4, 2026. Following the U.S. Supreme Court's decision, the U.S. administration announced additional tariffs under Section 122 of the Trade Act of 1974 ("Section 122 tariffs") and could take action to implement additional tariffs in the future. The Company will continue to evaluate developments on tariff policy and the refund process related to IEEPA tariffs as new information becomes available.

In response to the U.S. administration's policy actions in 2025 and recent developments in 2026 discussed above, as well as potential policy changes in the future, the Company is continuing to execute its plan with the objective to safeguard gross margins and position the business for success with a focus on achieving its long-term financial objectives.

The Company's guiding principles and actions executed in response to tariff policy remain unchanged:

- Serve its end users and customers during a dynamic period;
- Minimize cost increases through supply chain moves with a focus on leveraging the Company's North American footprint and reducing China production for the United States by the end of 2026 or early 2027;
- Implemented price increases in 2025 with a long-term perspective and to protect cash flow; and
- Continue to proactively engage with the U.S. administration.

Refer to "2026 Guidance" below for more information.

2026 GUIDANCE

This discussion of certain guidance is intended to provide broad insight into the Company's near-term earnings and cash flow generation prospects. The Company is updating its guidance for 2026 diluted earnings per share on a GAAP basis to be in the range of \$4.15 to \$5.35, which is higher than prior guidance factoring in the expected gain on the recently closed CAM divestiture. The Company continues to expect diluted earnings per share excluding Non-GAAP adjustments to be in the range of \$4.90 to \$5.70. These ranges represent year-over-year growth of 79% and 13%, respectively, at the midpoint of each range as compared to 2025 performance. The Company is targeting free cash flow to be in the range of \$500 to \$700 million, which now includes projected taxes and fees associated with the recently closed CAM divestiture. Excluding such payments, free cash flow is expected to be in the range of \$700 to \$900 million, consistent with prior guidance.

The above guidance ranges exclude the results of the CAM business as of April 6, 2026, and the impacts of any potential future tariff refunds. Furthermore, the above guidance ranges assume that inflationary cost pressures resulting from the Middle East conflict, combined with inflation on battery metals and tungsten, will offset a temporary net tariff tailwind driven by the Supreme Court ruling on IEEPA tariffs, which were at higher levels than the Section 122 tariffs that have replaced them for a period of 150 days (through late July). The full year guidance ranges also assume an expectation that additional tariffs will take effect after the 150-day period at IEEPA-equivalent levels.

The difference between the guidance for 2026 diluted earnings per share on a GAAP basis and diluted earnings per share excluding Non-GAAP adjustments is approximately \$0.35 to \$0.75, consisting primarily of charges related to footprint actions and other cost actions, largely offset by the estimated gain on the recently closed sale of the CAM business.

FINANCIAL CONDITION

Liquidity, Sources and Uses of Capital: The Company's primary sources of liquidity are cash flows generated from operations and available lines of credit under various credit facilities.

Operating Activities: Cash flows used in operations were \$388.8 million in the first quarter of 2026 compared to \$420.0 million in the corresponding period of 2025. The year-over-year change is primarily driven by changes in working capital.

Free Cash Flow: Free cash flow, as defined in the table below, was an outflow of \$447.3 million and \$485.0 million in the first quarters of 2026 and 2025, respectively. The year-over-year change in free cash flow was due to the same factor discussed above in operating activities. Management considers free cash flow an important indicator of its liquidity and capital efficiency, as well as its ability to fund future growth and provide dividends to shareowners, and is useful information for investors. Free cash flow does not include deductions for mandatory debt service, other borrowing activity, discretionary dividends on the Company's common stock and business acquisitions, among other items.

| (Millions of Dollars) | Year-to-Date | |
|---|--------------|------------|
| | 2026 | 2025 |
| Net cash used in operating activities | \$ (388.8) | \$ (420.0) |
| Less: capital and software expenditures | (58.5) | (65.0) |
| Free cash flow | \$ (447.3) | \$ (485.0) |

Investing Activities: Cash flows used in investing activities totaled \$55.5 million and \$57.7 million in the first quarters of 2026 and 2025, respectively, primarily due to capital and software expenditures of \$58.5 million and \$65.0 million, respectively.

Financing Activities: Cash flows provided by financing activities totaled \$508.2 million in the first quarter of 2026, primarily driven by net short-term commercial paper borrowings of \$1.145 billion, partially offset by payments on long-term debt of \$500.1 million and cash dividend payments on common stock of \$126.0 million. Cash flows provided by financing activities totaled \$502.0 million in the first quarter of 2025, primarily driven by net short-term commercial paper borrowings of \$1.136 billion, partially offset by payments on long-term debt of \$500.0 million and cash dividend payments on common stock of \$124.5 million.

Credit Ratings & Liquidity:

The Company maintains investment grade credit ratings from the major U.S. rating agencies on its senior unsecured debt (S&P BBB+, Fitch BBB+, Moody's Baa3), as well as its commercial paper program (S&P A-2, Fitch F2, Moody's P-3). There were no changes to any of the Company's credit ratings during the first quarter of 2026. Failure to maintain investment grade rating levels could adversely affect the Company's cost of funds, liquidity and access to capital markets, but would not have an adverse effect on the Company's ability to access its existing committed credit facilities.

Cash and cash equivalents totaled \$333.7 million and \$280.1 million as of April 4, 2026 and January 3, 2026, respectively, which was primarily held in foreign jurisdictions.

As a result of the Tax Cuts and Jobs Act (the "Act"), the Company's tax liability related to the one-time transition tax associated with unremitted foreign earnings and profits totaled \$2 million at April 4, 2026. The Act permits a U.S. company to elect to pay the net tax liability interest-free over a period of up to eight years.

In March 2026, the Company redeemed its \$500 million 3.40% notes, at maturity.

The Company has a \$3.5 billion commercial paper program which includes Euro denominated borrowings in addition to U.S. Dollars. As of April 4, 2026, the Company had commercial paper borrowings outstanding of \$1.7 billion, of which \$547.6 million in Euro denominated commercial paper was designated as a net investment hedge. In the second quarter of 2026, the Company utilized the vast majority of the net proceeds from the CAM divestiture to repay commercial paper borrowings. As of January 3, 2026, the Company had \$605.6 million of commercial paper borrowings outstanding, of which \$555.6 million in Euro denominated commercial paper was designated as a net investment hedge. Refer to *Note H, Financial Instruments*, for further discussion.

In June 2024, the Company amended and restated its existing five-year \$2.5 billion committed credit facility with the concurrent execution of a new five year \$2.25 billion committed credit facility (the "5-Year Credit Agreement"). Borrowings under the 5-Year Credit Agreement may be made in U.S. Dollars, Euros or Pounds Sterling. A sub-limit of an amount equal to the Euro equivalent of \$800.0 million is designated for swing line advances. Borrowings bear interest at a floating rate plus an applicable margin dependent upon the denomination of the borrowing and specific terms of the 5-Year Credit Agreement. The Company must repay all advances under the 5-Year Credit Agreement by the earlier of June 28, 2029 or upon termination. The 5-Year Credit Agreement is designated to be a liquidity back-stop for the Company's \$3.5 billion U.S. Dollar and Euro commercial paper program. In June 2025, the 5-Year Credit Agreement was amended to include the covenants listed below. As of April 4, 2026 and January 3, 2026, the Company had not drawn on its five-year committed credit facility.

In June 2025, the Company terminated its 364-Day \$1.25 billion committed credit facility ("the 2024 Syndicated 364-Day Credit Agreement") dated June 2024. There were no outstanding borrowings under the 2024 Syndicated 364-Day Credit Agreement upon termination and as of December 28, 2024. Contemporaneously, the Company entered into a new \$1.25 billion syndicated 364-Day Credit Agreement (the "2025 Syndicated 364-Day Credit Agreement") which is a revolving credit loan. The borrowings under the 2025 Syndicated 364-Day Credit Agreement may be made in U.S. Dollars or Euros and bear interest at a floating rate plus an applicable margin dependent upon the denomination of the borrowing and pursuant to the terms of the 2025 Syndicated 364-Day Credit Agreement. The Company must repay all advances under the 2025 Syndicated 364-Day Credit Agreement by the earlier of June 22, 2026 or upon termination. The Company may, however, convert all advances outstanding upon termination into a term loan that shall be repaid in full no later than the first anniversary of the termination date provided that the Company, among other things, pays a fee to the administrative agent for the account of each lender. The 2025 Syndicated 364-Day Credit Agreement serves as part of the liquidity back-stop for the Company's \$3.5 billion U.S. Dollar and Euro commercial paper program. As of April 4, 2026, the Company had not drawn on its 2025 Syndicated 364-Day Credit Agreement.

The 5-Year Credit Agreement and the 2025 Syndicated 364-Day Credit Agreement, as described above, contain customary affirmative and negative covenants, including but not limited to, maintenance of an interest coverage ratio. The interest coverage ratio tested for covenant compliance compares adjusted Earnings Before Interest, Taxes, Depreciation and Amortization to adjusted net Interest Expense ("Adjusted EBITDA"/"Adjusted Net Interest Expense"). The Company must maintain, for each period of four consecutive fiscal quarters of the Company, an interest coverage ratio of not less than 3.50 to 1.00, provided that the Company is only required to maintain an interest coverage ratio of not less than 2.50 to 1.00 for any four fiscal quarter period ending on or before the end of the Company's second fiscal quarter of 2026. For purposes of calculating the Company's compliance with the interest coverage ratio, the Company is permitted to increase EBITDA by an amount equal to the Applicable Adjustment Addbacks (as defined in the 2025 Syndicated 364-Day Credit Agreement), provided that the sum of the Applicable Adjustment Addbacks incurred in any four consecutive fiscal quarter periods ending on or before the end of the Company's second fiscal quarter of 2026 shall not exceed \$250,000,000 in the aggregate.

In March 2015, the Company entered into a forward share purchase contract with a financial institution counterparty for 3,645,510 shares of common stock. The contract obligates the Company to pay \$350 million, plus an additional amount related to the forward component of the contract. In September 2025, the Company amended the forward share purchase contract and updated the final settlement date to June 2028, or earlier at the Company's option.

Refer to *Note G, Long-Term Debt and Financing Arrangements*, for further discussion of the Company's financing arrangements.

OTHER MATTERS

There have been no changes in the Company's critical accounting estimates during the first quarter of 2026. Refer to the "Other Matters" section of *Management's Discussion and Analysis of Financial Condition and Results of Operations* in the Company's Annual Report on Form 10-K for the year ended January 3, 2026 for a discussion of the Company's critical accounting estimates.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has been no significant change in the Company's exposure to market risk during the first quarter of 2026. Refer to the *Management's Discussion and Analysis of Financial Condition and Results of Operations* in the Company's Annual Report on Form 10-K for the year ended January 3, 2026 and subsequent related filings with the Securities and Exchange Commission for further discussion.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Under the supervision and with the participation of management, including the Company's President and Chief Executive Officer and its Executive Vice President, Chief Financial Officer and Chief Administrative Officer, the Company has, pursuant to Rule 13a-15(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), evaluated the effectiveness of the design and operation of its disclosure controls and procedures (as defined under Rule 13a-15(e) of the Exchange Act). Based upon that evaluation, the Company's President and Chief Executive Officer and its Executive Vice President, Chief Financial Officer and Chief Administrative Officer have concluded that, as of April 4, 2026, the Company's disclosure controls and procedures are effective.

Changes in Internal Control Over Financial Reporting

There has been no change in the Company's internal control over financial reporting that occurred during the first quarter of 2026 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This document contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws, including, but not limited to, any goals, projections, guidance or scenarios regarding earnings, EPS, income, revenue, margins, or margin expansion, costs and cost savings/reductions, sales, sales growth, organic growth, profitability, cash flow, debt reduction, leverage ratios or other financial items; any statements of the plans, strategies, investments and objectives of management for future operations, including expectations around the Company’s productivity and efficiency goals and future operational strategies following completion of the Company’s transformation; future market share gain, shareholder returns, any statements concerning innovation initiatives and proposed new products, services or developments and brand prioritization strategies; any statements regarding future economic conditions or performance; any statements concerning future dividends or share repurchases; any statements of beliefs, plans, intentions or expectations; any statements and assumptions or scenarios regarding possible tariff and tariff impact projections, including those relating to Section 122 or Section 232 tariffs, potential additional future tariffs, tariff refunds, and any related mitigation plans (including price actions, supply chain adjustments) and expected timing and benefits related to such plans; any statements concerning the Company’s ability to maximize value for shareholders through active portfolio management and capital allocation, the impact of the CAM sale transaction to fund debt reduction and achieve target leverage ratios within the time period estimated, the Company’s capital allocation, any statements and assumptions or scenarios regarding cost inflation; and any statements of assumptions underlying any of the foregoing. Forward-looking statements may include, among others, the words “may,” “will,” “estimate,” “intend,” “could,” “project,” “plan,” “continue,” “believe,” “expect,” “anticipate,” “run-rate,” “annualized,” “forecast,” “commit,” “goal,” “target,” “design,” “on-track,” “position or positioning,” “guidance,” “aim,” “looking forward,” “multi-year” or any other similar words.

Although the Company believes that the expectations reflected in any of its forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of its forward-looking statements. The Company’s future financial condition and results of operations, as well as any forward-looking statements, are subject to change and to inherent risks and uncertainties, such as those disclosed or incorporated by reference in the Company’s filings with the Securities and Exchange Commission.

Important factors that could cause the Company’s actual results, performance and achievements, or industry results to differ materially from estimates or projections contained in its forward-looking statements include, among others, the following: (i) successfully developing, marketing and achieving sales from new products and services and the continued acceptance of current products and services as well as successful execution of, and realization of expected benefits from, the Company’s brand prioritization and investment strategy, including potential licensing initiatives and related restructuring efforts, and its ability to estimate and mitigate negative consequences from the same including, but not limited to, reduced ability to generate sales; (ii) macroeconomic factors, including global and regional business conditions, commodity availability and prices, inflation and deflation, interest rate volatility, currency exchange rates, and uncertainties in the global financial markets; (iii) laws, regulations and governmental policies affecting the Company’s activities in the countries where it does business or sources supply inputs, including those related to taxation, data privacy, anti-bribery, anti-corruption, government contracts, and trade controls, including but not limited to, tariffs, import and export controls, raw material and rare earth related controls and other monetary and non-monetary trade regulations or barriers; (iv) the Company’s ability to predict the timing and extent of any trade related regulations (or any court rulings in response thereto), clearances, restrictions or policies, including but not limited to, trade barriers, tariffs, raw material and rare earth related controls, as well as its ability to successfully assess the impact to its business of, and mitigate or respond to, such macroeconomic or trade, tariff and raw material and rare earth import/export control changes, regulations or policies (including, but not limited to, the Company’s ability to predict and respond to court rulings in response thereto, to obtain any tariff refunds in amounts or within timeframes that would meaningfully offset the impact of tariffs on the Company’s business, or to obtain price increases from its customers and complete effective supply chain adjustments within anticipated time frames and ability to obtain rare earth related supply clearances); (v) the economic, political, cultural and legal environment in the U.S., Europe, and the emerging markets in which the Company generates sales, particularly Latin America and China; (vi) realizing the anticipated benefits of mergers, acquisitions, joint ventures, strategic alliances or divestitures and the costs associated with such transactions; (vii) pricing pressure and other changes within competitive markets; (viii) availability and price of raw materials, rare earth materials, component parts, freight, energy, labor and sourced finished goods; (ix) the impact that the tightened credit markets may have on the Company or its customers or suppliers; (x) the extent to which the Company has to write off accounts receivable, inventory or other assets or experiences supply chain disruptions in connection with bankruptcy filings by customers or suppliers; (xi) the Company’s ability to identify and effectively execute productivity improvements and cost reductions, including complexity reduction through platforming products and SKU reduction initiatives, and other manufacturing and administrative reorganization actions; (xii) potential business, supply chain and distribution disruptions, including those related to physical security threats, information technology or cyber-attacks, epidemics, natural disasters or pandemics, sanctions, political unrest, war or terrorism, including the conflicts between Russia and Ukraine, and Israel and Hamas and tensions or conflicts in South Korea, China, Taiwan and the Middle East (including the ongoing conflict in Iran); (xiii) the continued consolidation of customers, particularly in consumer channels, and the Company’s continued reliance on significant customers;

(xiv) managing franchisee relationships; (xv) the impact of poor weather conditions and climate change and risks related to the transition to a lower-carbon economy, such as the Company's ability to successfully adopt new technology, meet market-driven demands for carbon neutral and renewable energy technology, or to comply with changes in environmental regulations or requirements, which may be more stringent and complex, impacting its reporting processes and manufacturing facilities and business operations as well as remediation plans and costs relating to any of its current or former locations or other sites; (xvi) maintaining or improving production rates in the Company's manufacturing facilities (including leveraging its North American footprint in connection with tariff mitigation), responding to significant changes in customer preferences or expectations, product demand and fulfilling demand for new and existing products, and learning, adapting and integrating new technologies into products, services and processes; (xvii) changes in the competitive landscape in the Company's markets; (xviii) the Company's non-U.S. operations, including sales to non-U.S. customers; (xix) the Company's ability to predict the extent or timing of, and impact from demand changes within domestic or world-wide markets associated with construction, homebuilding and remodeling, aerospace, outdoor, engineered fastening, automotive and other markets which the Company serves; (xx) potential adverse developments in new or pending litigation and/or government investigations; (xxi) the incurrence of debt and changes in the Company's ability to obtain debt on commercially reasonable terms and at competitive rates; (xxii) substantial pension and other post-retirement benefit obligations; (xxiii) potential regulatory liabilities, including environmental, privacy, data breach, workers compensation and product liabilities; (xxiv) attracting, developing and retaining senior management and other key employees, managing a workforce in many jurisdictions, labor shortages, work stoppages or other labor disruptions; (xxv) the Company's ability to keep abreast with the pace of technological change; (xxvi) changes in accounting estimates; (xxvii) the Company's ability to protect its intellectual property rights and to maintain its public reputation and the strength of its brands; (xxviii) critical or negative publicity, including on social media, whether or not accurate, concerning the Company's brands, products, culture, key employees or suppliers, or initiatives, and the Company's handling of divergent stakeholder expectations regarding the same; and (xxix) failure to realize the expected benefits of the Company's value creation, debt reduction and capital allocation strategy.

Additional factors that could cause actual results to differ materially from forward-looking statements are set forth in the Annual Report on Form 10-K and in this Quarterly Report on Form 10-Q, including under the headings "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and in the Consolidated Financial Statements and the related Notes, and other filings with the Securities and Exchange Commission.

Forward-looking statements, and the factors that could cause actual results to differ materially from those forward-looking statements, in this Quarterly Report on Form 10-Q speak only as of the date hereof, and forward-looking statements in documents that are incorporated by reference herein speak only as of the date of those documents. The Company does not undertake any obligation or intention to update or revise any forward-looking statements, or the factors that could cause actual results to differ materially from those forward-looking statements, whether as a result of future events or circumstances, new information or otherwise, except as required by law.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The Company's Annual Report on Form 10-K for the year ended January 3, 2026, includes "Legal Proceedings" under Item 3 of Part I. There have been no material changes from the legal proceedings described in the Company's Annual Report on Form 10-K.

ITEM 1A. RISK FACTORS

The risk factors disclosed in the Company's Annual Report on Form 10-K for the year ended January 3, 2026 filed with the Securities and Exchange Commission on February 24, 2026 (the "Form 10-K") should be considered together with information included in this Form 10-Q for the quarter ended April 4, 2026, and should not be considered the only risks to which the Company is exposed. Except as set forth below, there have been no material changes to the risk factors as disclosed in the Company's Form 10-K.

Business and Operational Risks

The Company's business is subject to risks associated with the global trade environment, including customs and trade regulations, tariffs, quotas, import taxes and international trade agreements.

Substantially all of the Company's import operations are subject to customs requirements, trade restrictions and protection measures, and to tariffs, quotas and taxes on imports set by governments through mutual agreements, bilateral actions or, in some cases unilateral action, such as tariffs implemented by the U.S. government under Section 301 of the Trade Act of 1974. In addition, the countries in which the Company's products and materials are manufactured or imported from (including importation into the U.S. of the Company's products manufactured overseas) may from time to time impose additional quotas, duties, tariffs or other restrictions on its imports (including restrictions on manufacturing operations) or adversely modify existing restrictions. Adverse changes in the Company's import costs and restrictions, or failure by the Company's suppliers to comply with customs regulations or similar laws, could harm the Company's business.

Changes in governmental policy regarding international trade, including import and export regulation, sanctions, and international trade agreements, have negatively impacted the Company's business. Beginning in 2025, the U.S. government announced a series of new tariffs on imported goods into the U.S., which prompted retaliatory actions from some of its trading partners, and in response, the Company introduced strategies to mitigate the impacts of these changes on its results of operations, including price increases and supply chain adjustments. While certain of these tariffs have been suspended, modified or invalidated, such as the invalidation of tariffs previously imposed under the International Emergency Economic Power Act ("IEEPA") by the U.S. Supreme Court, the trade policy environment continues to evolve. The Company continues to monitor the current tariff landscape, however, there is no assurance that the Company will be able to mitigate the full impact of all such tariffs, retaliatory actions or other changes in trade policies that have or may develop. In addition, there may be ongoing uncertainty regarding the availability, timing and administration of any refund or review processes associated with tariffs that have been invalidated or otherwise modified, and there can be no assurance that the Company will be able to obtain refunds or that any refunds will be available to it in amounts or within timeframes that would meaningfully offset the impact of tariffs on the Company's business. Furthermore, the overall impact and timing of any refunds, which if received may be subject to taxes and other adjustments or further legal, regulatory, or administration developments, remain highly uncertain.

Moreover, decisions made as part of the Company's tariff mitigation strategy concerning the rationalization, restructuring or relocation of facilities, production or component sources and any similar actions could also subject the Company to additional or new tariffs or trade regulations and interpretations of those regulations, reputational risks, and other issues relating to the importation of products. For example, in 2025 the Company began shifting production of certain power tools to Mexico. As a result, these products became subject to additional tariffs on imports from Mexico in 2025. Even though the Company is taking actions to qualify for an exemption under the United States-Mexico-Canada Agreement to mitigate the additional tariff costs, there is no guarantee that the Company will be able to obtain such qualification.

There is a possibility of further escalation of trade tensions, or modifications to tariffs, trade restrictions or retaliatory efforts with little or no advance notice, which may result in disruption to the Company's supply chain and an increase in supply chain costs that the Company may not be able to accurately assess and offset. This could in turn require the Company to increase its prices and, in the event customer demand declines as a result, adversely impact the Company's results of operations. For example, in April 2025, China imposed export restrictions on certain rare earth minerals that are used in certain components of the Company's products, which resulted in delays and shortages of certain components. If China were to further restrict exporting, or implement burdensome and lengthy licensing processes for the export of, these materials or components, or pressure other countries to do so, the Company's and its suppliers' ability to obtain such materials or components may be

disrupted and the Company may not be able to obtain sufficient quantities, or obtain supply in a timely manner, or at a commercially reasonable cost.

Certain of the Company's competitors may be better positioned than the Company to withstand or react to these kinds of changes and other restrictions on global trade and as a result the Company could lose market share to such competitors. While the Company may be able to expand or shift sourcing options and has been focused, and continues to focus, on implementing other supply chain adjustments, such efforts are time-consuming and are, or could be, difficult or impracticable for many products and may result in an increase in its manufacturing costs, or otherwise materially and adversely impact the Company's results of operations, cash flow and financial condition.

The Company's operations are also subject to the effects of international trade agreements and regulations such as the United States-Mexico-Canada Agreement, and the activities and regulations of the World Trade Organization. Although these trade agreements generally have, and the Company has benefited from, positive effects on trade liberalization, sourcing flexibility and cost of goods by reducing or eliminating the duties and/or quotas assessed on products manufactured in a particular country, trade agreements, however, can also impose requirements that adversely affect the Company's business, such as setting quotas on products that may be imported from a particular country into key markets including the U.S. or the European Union ("EU"), or making it easier for other companies to compete, by eliminating restrictions on products from countries where the Company's competitors source products.

The Company cannot predict if, and to what extent, other countries in which its products are currently manufactured or will be manufactured in the future, or countries into which its products are imported, will be subject to, or implement, additional or increased tariffs, new trade restrictions or other changes to existing international trade agreements, the impact of which the Company may not be able to accurately assess or effectively mitigate and any of which could have a material adverse impact on its business. In addition, efforts to withdraw from, or substantially modify, such agreements or arrangements, in addition to the implementation of more restrictive trade policies, such as more detailed inspections, import or export licensing requirements (e.g. China's limitations on exports of rare earth minerals) and exchange controls or new barriers to entry, could limit the Company's ability to capitalize on current and future growth opportunities in international markets, impair its ability to expand the business by offering new products, and could adversely impact its production costs, customer demand and relationships with customers and suppliers. Any of these consequences could have a material adverse effect on the Company's results of operations, financial condition and cash flows.

Other Risks

The Company's share repurchase program may not be fully consummated and could impact the price of the Company's common stock and anticipated enhancements to long-term shareholder value may not be realized.

Although the Company has adopted a share repurchase program, it is not obligated to repurchase a specified number or dollar value of shares under this share repurchase program or at all, and the program may be suspended or terminated at any time at the Company's discretion and without prior notice. The timing and amount of repurchases, if any, will depend on factors such as the Company's historical and expected business performance, its cash and liquidity positions and priorities, the price of its common stock, economic and market conditions, and corporate and regulatory requirements. The Company's share repurchase program could also affect the price of its common stock and increase trading volatility. There is no guarantee that the share repurchase program, even if fully implemented, will enhance shareholder value. Any failure to fully implement the share repurchase program may negatively impact the Company's reputation, investor confidence, and the price of the Company's common stock.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**Issuer Purchases of Equity Securities**

The following table provides information about the Company's purchases of equity securities that are registered by the Company pursuant to Section 12 of the Exchange Act during the three months ended April 4, 2026:

| <u>2026</u> | <u>Total Number Of Common Shares Purchased</u> | <u>Average Price Paid Per Common Share</u> | <u>Total Number Of Common Shares Purchased As Part Of A Publicly Announced Plan Or Program</u> | <u>(In Millions) Maximum Number Of Common Shares That May Yet Be Purchased Under The Program (a)</u> |
|------------------------|--|--|--|--|
| January 4 - February 7 | — | \$ — | — | 20 |
| February 8 - March 7 | — | — | — | 20 |
| March 8 - April 4 | — | — | — | 20 |
| Total | — | \$ — | — | 20 |

- (a) On April 23, 2026, the Board terminated the previous share repurchase program (the "April 2022 Program") and approved a new share repurchase program of up to \$500 million in purchase price of shares of the Company's common stock ("the April 2026 Program"). The April 2026 Program will expire 36 months from April 23, 2026. The Company may repurchase shares under the April 2026 Program through open market purchases, privately negotiated transactions or share repurchase programs, including one or more accelerated share repurchase programs (under which an initial payment for the entire repurchase amount may be made at the inception of the program). Such repurchases may be funded from cash on hand, short-term borrowings or other sources of cash at the Company's discretion, and the Company is under no obligation to repurchase any shares pursuant to the April 2026 Program. The currently authorized shares available for repurchase under the April 2026 Program do not include approximately 3.6 million shares reserved and authorized for purchase under the Company's approved repurchase program in place prior to the April 2026 Program relating to a forward share purchase contract entered into in March 2015.

ITEM 5. OTHER INFORMATION

During the three months ended April 4, 2026, no director or Section 16 officer of the Company adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

- (10.1) [Form of award document for 2026 Management Incentive Compensation Plan to executive officers \(other than Donald Allan, Jr.\) pursuant to the Stanley Black & Decker 2024 Omnibus Award Plan.*](#)
- (10.2) [Form of award document for the 2026-2028 Long-Term Incentive Program for grants to executive officers \(other than Donald Allan, Jr.\) pursuant to the Stanley Black & Decker 2024 Omnibus Award Plan.*](#)
- (10.3) [Form of stock option certificate for 2026 grants to executive officers \(other than Donald Allan, Jr.\) pursuant to the Stanley Black & Decker 2024 Omnibus Award Plan.*](#)
- (10.4) [Form of restricted stock unit award certificate for 2026 grants to executive officers \(other than Donald Allan, Jr.\) pursuant to the Stanley Black & Decker 2024 Omnibus Award Plan.*](#)
- (10.5) [Stock option certificate for 2026 grant to Donald Allan, Jr. pursuant to the Stanley Black & Decker 2024 Omnibus Award Plan.*](#)
- (10.6) [Restricted stock unit award certificate for 2026 grant to Donald Allan, Jr. pursuant to the Stanley Black & Decker 2024 Omnibus Award Plan.*](#)
- (31.1) [Certification by President and Chief Executive Officer pursuant to Rule 13a-14\(a\).](#)
- (31.2) [Certification by Executive Vice President, Chief Financial Officer and Chief Administrative Officer pursuant to Rule 13a-14\(a\).](#)
- (32.1) [Certification by President and Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- (32.2) [Certification by Executive Vice President, Chief Financial Officer and Chief Administrative Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- (101) The following materials from Stanley Black & Decker Inc.'s Quarterly Report on Form 10-Q for the quarter ended April 4, 2026, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Statements of Operations and Comprehensive Income for the three months ended April 4, 2026 and March 29, 2025; (ii) Condensed Consolidated Balance Sheets at April 4, 2026 and January 3, 2026; (iii) Condensed Consolidated Statements of Cash Flows for the three months ended April 4, 2026 and March 29, 2025; (iv) Consolidated Statements of Changes in Shareowners' Equity for the three months ended April 4, 2026 and March 29, 2025; and (v) Notes to Unaudited Condensed Consolidated Financial Statements**.
- (104) The cover page of Stanley Black & Decker Inc.'s Quarterly Report on Form 10-Q for the quarter ended April 4, 2026, formatted in iXBRL (included within Exhibit 101 attachments).

* Management contract or compensation plan or arrangement

** Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

STANLEY BLACK & DECKER, INC.

Date: April 29, 2026

By: _____ /s/ PATRICK HALLINAN
Patrick Hallinan
Executive Vice President, Chief Financial Officer and Chief Administrative Officer

Date: [•]

To: [•]

From: Chris Nelson

Re: 2026 Management Incentive Compensation Plan

It is my pleasure to congratulate you for being selected to participate in the 2026 Management Incentive Compensation Plan (the "MICP") under the Stanley Black & Decker 2024 Omnibus Award Plan (the "Plan"). The MICP is intended to provide cash awards to MICP participants, provided specific goals ("Performance Goals") are achieved during the 2026 fiscal year (the "Measurement Period"). Capitalized terms used in this award letter, including the attached Management Incentive Compensation Plan Award Terms (the "Terms", and together with this letter, this "Award Certificate"), but not defined herein shall have the meanings given them in the Plan, unless the context clearly requires otherwise.

Bonus Opportunity

As a participant, you ("you" or "Participant") will have an opportunity to earn a cash award ("MICP Award") based on your current level and the achievement of the Performance Goals established by the Committee.

Your bonus payout may also be adjusted upward or downward based on your individual, business, or regional performance during the Measurement Period as determined completely at the Committee's [or Company's] discretion.

Your bonus opportunity is based on your MICP level target bonus, the MICP plan you are in, calculated using your Qualifying Salary as of January 1, 2026, or as of your eligibility date. Your plan and pro-rata as shown in Workday are subject to change based on your role. Your threshold, target and maximum bonus opportunity is as follows:

| Threshold | Target | Maximum |
|-----------|--------|---------|
| | | |

Performance Goals

Performance Goals for corporate participants are based 100% on metrics that apply to Stanley Black & Decker, Inc. (the "Company") as a whole. Performance goals for division participants are based on metrics that apply to both Company and divisional performance. Payouts under this MICP Award will be determined by the Committee based upon the actual results achieved in relation to the Performance Goals,

subject to Committee discretion as described in the attached MICP Award Terms ("Terms"). Participants will only be eligible for payouts under the MICP Award provided they are continuously employed by the Company or an Affiliate through the award payment date, as more fully set forth in the Terms.

Although this summary includes the key aspects of the MICP Award, it is not intended to represent a full accounting of the rules and regulations applicable to the MICP Award and is subject to the terms described in the Terms and the Plan (available on request), which together with this document govern the MICP Award.

Thank you for your continued support and congratulations on being selected to participate in this important program.

Best Regards,

Chris Nelson
President & CEO

MANAGEMENT INCENTIVE COMPENSATION PLAN AWARDS TERMS

1. **Grant of MICP Award.** This certifies that the Company has granted to the Participant named above a MICP Award, subject to certain restrictions and on the terms and conditions contained in this Award Certificate and the Plan. A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award Certificate, the terms of the Plan shall govern. This MICP Award represents the right of the Participant to receive a cash bonus based on the Company's achievement of the Performance Goals for the Measurement Period as set forth in the Award Certificate, provided the employment requirements below are satisfied. For purposes of this Award Certificate, if the Participant is not employed by the Company, "Employer" means the Affiliate that employs the Participant. All capitalized terms used in this Award Certificate which are not defined in this Award Certificate (including Section 14 herein) shall have the meanings given to them in the Plan unless the context clearly requires otherwise.

2. **Determination of Earned MICP Award.**

(a) **General.** As soon as reasonably practicable following the completion of the Measurement Period, the Committee will determine (i) whether and to what extent the Performance Goals have been achieved and (ii) the percentage of the Participant's MICP Award which has been "earned" in respect of the Measurement Period as a result of such performance, with the percentage of the Participant's earned MICP Award to be linearly interpolated on a straight-line basis between specified levels of performance (i.e., for performance that falls above "threshold" level but below "target" level, or above "target" level but below "maximum" level). In order for any portion of the MICP Award to be earned in respect of a Performance Goal, the "threshold" level of achievement with respect to such Performance Goal must be achieved, and in no event will more than the maximum MICP Award be earned.

(b) **Adjustments.** Notwithstanding any other provision hereof, the MICP Award and the Performance Goals may be adjusted up or down, at the sole discretion of the Committee, based upon any factors determined by the Committee to be appropriate, including without limitation (i) the impact of pandemics, war, or severe weather on the Company's results of operations, (ii) any other unforeseen, unusual or extraordinary gains, losses, expenses, revenues, charges or credits not contemplated at the time of the determination of the budget for the Measurement Period or Performance Goal establishment, and/or (iii) individual, business or regional performance.

3. **Vesting.** Any earned MICP Award will become vested if, except as set forth below, the Participant remains continuously employed by the Company or an Affiliate until the Settlement Date (as defined below).

4. **Termination of Employment.**

(a) **General.** Unless determined otherwise by the Committee, if the Participant's employment with the Company or an Affiliate terminates prior to the Settlement Date for any reason other than as provided below in this Section 4, then the Participant will forfeit all rights in respect of the MICP Award and will not be entitled to receive any payment under the MICP Award.

(b) **Death and Disability.** Upon the Participant's death or if the Participant's employment is terminated as a result of the Participant's Disability, in each case, prior to the Settlement Date, the MICP Award will be settled pursuant to Section 5 at the same time as MICP awards for active participants are settled, to the extent the Performance Goals have been achieved, and shall be prorated based on the number of complete months in the Measurement Period that the Participant was employed by the Company.

(c) **Retirement.** Upon the Participant's Retirement prior to the Settlement Date, the MICP Award will be settled pursuant to Section 5 at the same time as MICP awards for active participants are settled, to the extent the Performance Goals have been achieved, and shall be prorated based on the number of complete months in the Measurement Period that the Participant was employed by the Company.

(d) **Termination without Cause.** If the Participant's employment with the Company or an Affiliate is terminated by the Company without Cause prior to the Settlement Date, the MICP Award will be settled pursuant to Section 5 at the same time as MICP awards for active participants are settled, to the extent the Performance Goals have been achieved, and shall be prorated based on the number of complete months in the Measurement Period that the Participant was employed by the Company.

(e) **Release.** In the event of a termination of employment as described in Sections 4(b), 4(c) or 4(d), the Company may require the Participant to execute an effective release of claims in the form provided by the Company to receive the benefit of such provisions.

5. **Settlement of MICP Award.** The earned and vested MICP Award will be settled in cash as soon as practicable, and by no later than March 15th of the year, following the end of the Measurement Period (the date of such settlement, the "Settlement Date").

6. **Change in Control.**

(a) Notwithstanding any provision in the Plan to the contrary, upon a Change in Control, unless the MICP Award is assumed, replaced or converted by the successor or the resulting entity (or any parent thereof) into a Replacement Award, the MICP Award (if outstanding) shall be cancelled and, in respect of such cancelled MICP Award, the Participant shall receive a pro rata portion of the MICP Award, calculated by determining the achievement of the Performance Goal or Performance Goals based on actual performance through the date of such Change in Control, and then multiplying this amount by a fraction, the numerator of which is the number of full days completed in the Measurement Period prior to the Change in Control and the denominator of which is the total number of days in the Measurement Period (the "Pro Rata Change in Control Amount"). The Pro Rata Change in Control Amount shall be paid in cash as soon as practicable following the Change in Control and no later than 60 days following the Change in Control. The determination as to whether the MICP Award is assumed, replaced or converted in connection with the Change in Control shall be made by the Committee, in good faith, taking into account such factors as it deems appropriate, including the feasibility of continuing the Performance Goals or Performance Goals based on the resulting entity in the applicable Change in Control.

(b) If (i) the Participant receives a Replacement Award in respect of the MICP Award, and (ii) the Participant incurs a termination of employment by the Company without Cause or if the Participant terminates his or her employment for Good Reason, in each case, prior to the end of the Measurement Period, then, unless otherwise provided for in the Participant's employment or severance agreement or in a severance plan in which the Participant then participates, the Participant will be entitled to receive a pro rata portion of the Replacement Award, assuming the achievement of the underlying performance goals at "target" level and based on the number of days completed in the Measurement Period prior to the date of the termination of employment. The pro rata portion of the Replacement Award will be paid within 30 days following the Participant's termination of employment. After a Change in Control, the Committee may not exercise the discretion referred to in this Award Certificate to decrease the amount payable in respect of the MICP Award which is outstanding immediately prior to the occurrence of the Change in Control.

7. **Restrictions on Transfer.** The MICP Award shall not be not assignable, alienable, saleable or transferable. The MICP Award shall be transferable only by will or the laws of descent and distribution. If the Participant purports to make any transfer of the MICP Award, except as aforesaid, the MICP Award and all rights thereunder shall terminate immediately. Notwithstanding the foregoing, the Participant

may, in the manner established by the Committee, designate a beneficiary or beneficiaries to receive any cash payment with respect to the MICP Award upon the death of the Participant.

8. Income Tax Matters

(a) Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant’s responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the MICP Award, including the grant of the MICP Award and the vesting and settlement of the MICP Award, and (ii) do not commit to structure the terms of the grant or any aspect of the MICP Award to reduce or eliminate the Participant’s liability for Tax-Related Items.

(b) Prior to settlement upon the vesting of the MICP Award, if the Participant’s country of residence (and country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient amount of cash otherwise payable upon the vesting of the MICP Award sufficient to pay the Tax-Related Items required to be withheld with respect to the MICP Award. Depending on the withholding method specified in the Plan, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. If the Participant is subject to taxation in more than one country, the Participant acknowledges that the Company, the Employer or one or more of their respective Affiliates may be required to withhold or account for Tax-Related Items in more than one country. The Participant hereby consents to any action reasonably taken by the Company and the Employer to meet the Participant’s obligation for Tax-Related Items. All other Tax-Related Items related to the MICP Award and any cash delivered in payment thereof shall be the Participant’s sole responsibility.

9. Data Privacy. The Company is located at 1000 Stanley Drive, New Britain, Connecticut 06053 U.S.A. and grants Awards under the Plan to employees of the Company and its Affiliates, at its sole discretion. In accepting the MICP Award granted under the Plan, the Participant should carefully review the following information about the Company’s data processing practices.

(a) **Data Collection, Processing and Usage**. The Company collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards to acquire shares of Common Stock canceled, vested, or outstanding in the Participant’s favor, which the Company receives from the Participant or, if different, the Employer (“Personal Information”). If the Company grants the Participant an Award under the Plan, then the Company will collect the Participant’s Personal Information for purposes of allocating shares of Common Stock (if any) and implementing, administering and managing the Plan. The Company’s legal basis for collecting, processing and using the Participant’s Personal Information will be the Company’s necessity to execute its contractual obligations under this Award Certificate and to comply with its legal obligations.

(b) **Stock Plan Administration Service Providers**. The Company transfers the Participant’s Personal Information as necessary and appropriate to Bank of America Merrill Lynch and its affiliates (“BAML”), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant’s data with another company that serves in a similar manner. BAML will open an account for the Participant to receive and trade shares of Common Stock the Participant acquires under the Plan (if any). The Participant will be asked to agree to separate terms and data processing practices with BAML, which is a condition of the Participant’s ability to participate in the Plan.

(c) **International Data Transfers.** The Participant's Personal Information may be transferred to or otherwise processed in the United States or other jurisdictions besides the Participant's own. The Participant should note that the Participant's country of residence (and country of employment, if different) may have enacted data privacy laws that are different from those of the recipient country. Such transfers will be made pursuant to Company policies and data protection measures as detailed in the Company's Employee Privacy Policy, available by contacting Participant's local HR manager or Global Privacy Office.

(d) **Data Retention.** The Company will use the Participant's Personal Information as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs the Participant's Personal Information, the Company will remove it from its systems.

(e) **Voluntariness.** The Participant's participation in the Plan is purely voluntary. If the Participant elects not to participate in the Plan, the Participant's decision would not affect the Participant's salary as an employee of the Employer or the Participant's career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Individual Rights.** The Participant may have a number of rights under data privacy laws in the Participant's country of residence (and country of employment, if different). Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes pursuant to this Award Certificate, (ii) request to rectify incorrect Personal Information, (iii) request to delete Personal Information, (iv) request to restrict Personal Information processing, and/or (v) lodge complaints with competent authorities in the Participant's country of residence (and country of employment, if different). To receive clarification regarding the Participant's rights or to exercise the Participant's rights, the Participant should contact the Participant's local HR department. A response to the Participant's request will be provided consistent with applicable law.

(g) **SBD Employee Privacy Notice.** All collection and use of the Participant's Personal Information under this notice is made pursuant to the Company's Employee Privacy Notice (the "Privacy Notice"), which the Participant has previously received. Please see the Privacy Notice for additional information on the Company's policies regarding data retention, data security and other important information.

By accepting the MICP Award as granted under the Plan, the Participant explicitly declares that the Participant has been informed about the collection, processing and use of the Participant's Personal Information by the Company and the transfer of the Participant's Personal Information to the recipients mentioned above, including recipients located in countries that have different data protection rules than in the Participant's country of residence.

10. **No Right to Continued Employment.** This MICP Award does not confer on the Participant any right with respect to the continuation of employment with the Company or any Affiliate, nor will it interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time.

11. **Governing Law; Venue.** The Plan, this Award Certificate and all determinations made and actions taken pursuant to the Plan or Award Certificate shall be determined in accordance with the laws of the State of Connecticut and applicable Federal law. Any disputes regarding this MICP Award, the Award Certificate or the Plan shall be brought only in the United States in the state or federal courts of the State of Connecticut.

12. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the MICP Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
13. **Binding Effect.** The grant of this MICP Award shall be binding and effective only if this Award Certificate is executed by or delivered on behalf of the Company.
14. **Definitions.** As used in this Award Certificate:
- (a) "Disability" has the meaning provided in Section 22(e)(3) of the Code, or any successor provision.
 - (b) "Measurement Period" means the period during which performance is measured against the Performance Goals, as set forth in the Award Certificate.
 - (c) "Performance Goals" means the goals established by the Committee or, pursuant to an appropriate delegation of authority, the Chief Executive Officer, for performance of the Company as a whole and/or specific businesses or functions during the Measurement Period. The Performance Goals applicable to this MICP Award are as set forth in this Award Certificate.
 - (d) "Retirement" means the Participant's termination of employment with the Company and each of its Affiliates after (i) attaining the age of 55 and completing 10 years of service, or (ii) attaining the age of 60 and completing five or more years of service.
15. **English Language.** If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Award Certificate, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the MICP Award, be drawn up in English. If the Participant has received this Award Certificate, the Plan or any other documents related to the MICP Award translated into a language other than English, and if the meaning of the translated version is different from the English version, the meaning of the English version shall control.
16. **Clawback/Recoupment Policy.** Notwithstanding any other provision of this Award Certificate to the contrary, the Participant acknowledges and agrees that all amounts paid pursuant to the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy of the Company currently in effect or as may be adopted by the Company (including, without limitation, the Stanley Black & Decker, Inc. Financial Statement Compensation Recoupment Policy) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall require the Participant's prior consent. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including without limitation by reducing any amount that is or may become payable to the Participant. The Participant further agrees to comply with any request or demand for repayment by any Affiliate in order to comply with such policies or applicable law. To the extent that the terms of this Award Certificate and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail. The Committee or the Board may provide for the cancellation or forfeiture of the MICP Award or the forfeiture and repayment to the Company of any payment related to the MICP Award, or other provisions intended to have a similar effect, upon such other terms and conditions as may be determined by the Committee or the Board from time to time, including, without limitation, in the event that a Participant, during employment or other service with the Company or an Affiliate, engages in activity detrimental to the business of the Company.
17. **Addendum.** Notwithstanding any provisions of this Award Certificate to the contrary, the MICP Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in an applicable Addendum to this Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected

in an Addendum to this Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the MICP Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Addendum shall constitute part of this Award Certificate.

18. **Additional Requirements: Amendments.** The Company reserves the right to impose other requirements on the MICP Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the MICP Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing. In addition, the Company reserves the right to amend the terms and conditions reflected in this Award Certificate, without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially affect the Participant's rights under the MICP Award except as otherwise permitted under the Plan or this Award Certificate.

19. **Nature of the Grant.** In accepting the MICP Award, the Participant hereby acknowledges that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be terminated, suspended or amended by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the MICP Award is voluntary and does not create any contractual or other right to receive future MICP Awards or benefits in lieu of a MICP Award, even if MICP Awards have been granted in the past;
- (c) all decisions with respect to future MICP Awards or other grants, if any, will be at the sole discretion of the Company;
- (d) the grant of the MICP Award and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Affiliate shall not interfere with the ability of the Company, the Employer or any other Affiliate to terminate the Participant's employment relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the MICP Award and any cash paid pursuant to the MICP Award are not intended to replace any pension rights or compensation;
- (g) the MICP Award and any cash paid pursuant to the MICP Award are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Participant's employment and the Participant's employment contract, if any;
- (h) the MICP Award and any cash paid pursuant to the MICP Award are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;
- (i) no claim or entitlement to compensation or damages shall arise from forfeiture of the MICP Award resulting from termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of

employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);

(j) on the date of termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), the Participant's right to participate in the Plan, if any, will terminate (for purposes of the foregoing, the Committee shall have exclusive discretion to determine the effective date the Participant is no longer an employee);

(k) neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the MICP Award;

(l) in consideration of the grant of the MICP Award, no claim or entitlement to compensation or damages shall arise from termination of the MICP Award, or recoupment of any cash paid, or diminution in value of the MICP Award resulting from (A) termination of employment by the Company or the Employer, as applicable (for any reason whatsoever and whether or not in breach of applicable labor laws), and / or (B) the application of any recoupment policy or any recovery or clawback policy otherwise required by law, and the Participant hereby irrevocably releases the Company, the Employer and any Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by acceptance of the MICP Award, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim; and

(m) in the event of termination of the Participant's employment with the Company (whether or not in breach of local labor laws), the Participant's right to receive the MICP Award and vest in the MICP Award under the Plan, if any, will terminate effective as of the date of termination of the Participant's active employment as determined in the discretion of the Committee unless otherwise provided in this Award Certificate or the Plan; furthermore, in the event of termination of the Participant's employment (regardless of any contractual or local law requirements), the Participant's right to vest in the MICP Award after such termination, if any, will be measured by the date of termination of the Participant's active employment; the Committee will have the discretion to determine the date of termination of the Participant's active employment for purposes of the MICP Award.

20. Section 409A. For the avoidance of doubt, if the Participant is subject to U.S. income taxation and is a "specified employee" (within the meaning of Section 409A of the Code) at the time of the Participant's separation from service, and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code, then the Company will not pay such amount on the otherwise scheduled settlement date, but will instead pay it, without interest, on the first business day of the seventh month after the Participant's separation from service or, if earlier, on the Participant's death. In addition, if the Participant is subject to U.S. income taxation and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation, any vesting and settlement acceleration of such deferred compensation upon the Participant's termination of employment shall not be effective unless such termination of employment also constitutes a separation from service under Section 409A of the Code.

21. Acceptance. By electronically accepting the grant of this MICP Award, the Participant affirmatively and expressly acknowledges that the Participant has read this Award Certificate, the Addendum to the Award Certificate (if any), and the Plan, and specifically accepts and agrees to the provisions therein. The Participant also affirmatively and expressly acknowledges that the Company, in its sole discretion, may amend the terms and conditions reflected in this Award Certificate without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not

materially impair the Participant's rights under the MICP Award, and the Participant agrees to be bound by such amendment regardless of whether notice is given to the Participant of such change.

22. **Miscellaneous.** All decisions or interpretations of the Committee with respect to any question arising under the Plan or this MICP Award shall be binding, conclusive and final. The waiver by the Company of any provision of this MICP Award shall not operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision of this MICP Award. The Participant agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this MICP Award.

Date: March 2026

Re: 2026 - 2028 Long-Term Incentive Program

It is my pleasure to congratulate you for being selected to participate in the Long-Term Performance Award Program (the "Program") under The Stanley Black & Decker 2024 Omnibus Award Plan (the "2024 Plan"). This Program is intended to provide substantial, equity-based awards for specified full-time members of our senior executive team, provided specific Corporate goals are achieved during the Program's 36 month measurement period (January 2026 - December 2028).

In conjunction with our short-term incentive compensation program (MICP) and our RSU and Stock Option grants, the Program is an important element of your total compensation package and provides a strong additional incentive to continue increasing shareholder value.

Award Opportunity

Each participant will have an opportunity to earn a number of Performance Shares (PS) based upon achievement of corporate financial goals and may earn additional performance shares if the corporate financial goals are exceeded, up to the maximum number of 200% of target shares. Each PS unit represents one share of Stanley Black & Decker Common Stock and, accordingly, the potential value of a participant's performance award under the Program may change as our stock price changes.

Your target award is reflected in Merrill Lynch. The threshold number of PS units is $\frac{1}{2}$ of the target and maximum number of PS units is 2x the target.

Performance awards will become vested at the time of settlement to the extent that the applicable performance metrics have been achieved and provided the participant is continuously employed by Stanley Black & Decker until such time, as more fully set forth in the Terms and Conditions applicable to Long Term Performance Awards.

Financial Measurements

The Corporate financial goals for this Program consist of two metrics: Return on Invested Capital (ROIC) and Adjusted EBITDA with Total Shareholder Return (TSR) compared to the Tools & Outdoor / Building Products Peer Group as a multiplier as more fully described in Appendix 1.

Although this summary includes the key aspects of the Program, it is not intended to represent a full accounting of the rules and regulations applicable to the Program and is subject to the terms described in the Terms and Conditions Applicable to Long Term Performance Awards in Appendix 2 and The Stanley Black & Decker 2024 Omnibus Award Plan (available on request), which together with this document govern the Program.

Once again, thank you for your continued support and congratulations on being selected to participate in this important Program.

Best regards,

Chris Nelson
President & Chief Executive Officer

APPENDIX 1
LTIP 2026 – 2028: Goals and Plan Overview

Performance Goals:

| Metric | Metric Weight | Type of Metric |
|---|--------------------|---|
| Return on Invested Capital (ROIC) | 30% | Absolute |
| Adjusted EBITDA | 70% | Absolute |
| 3-Year Relative Total Shareholder Return (rTSR) | +/- 20% Multiplier | Relative to Custom Tools & Outdoor / Building Products Peer Group |

| Year(s) | Metric | Weighting | Threshold | Target | Maximum |
|---------------|-------------|--|-----------|--------|---------|
| Year 1 (2026) | ROIC | 30.0% | | | |
| Year 2 (2027) | ROIC | 30.0% <i>'27 & '28 Targets and Ranges to be set at the beginning of each year</i> | TBD | TBD | TBD |
| Year 3 (2028) | ROIC | | TBD | TBD | TBD |
| Year 1 (2026) | Adj. EBITDA | 70.0% | | | |
| Year 2 (2027) | Adj. EBITDA | 70.0% <i>'27 & '28 Targets and Ranges to be set at the beginning of each year</i> | TBD | TBD | TBD |
| Year 3 (2028) | Adj. EBITDA | | TBD | TBD | TBD |

Years 1-3 (2026-2028) Relative TSR Multiplier +/- 20%

Results between levels will be interpolated

Percentile Percentile Percentile

-20% No Change +20%

Adjusted EBITDA

- Refers to the Non-GAAP EBITDA including normal adjustments between GAAP and non-GAAP
- Adjusted EBITDA, or Earnings Before Interest, Taxes, Depreciation and Amortization is a financial metric used to evaluate SBD's operating performance. By excluding interest, taxes, depreciation and amortization the metric provides a clearer picture of SBD's operational profitability as it focuses on earnings generated from core business activities without the effects of ancillary financial & accounting decisions. Lastly, Adjusted EBITDA allows for comparisons of a company and its peers within similar industries on how efficiently the company is generating profits from its operations.

ROIC

Calculation methodology:

Numerator = NOPAT (net operating profit after tax) with operating profit defined as adjusted reported operating profit less cash related other expenses.

Denominator = Two point average of debt + equity including operating lease liabilities reduced by any cash in excess of normal historical balance

Relative TSR

- rTSR Multiplier** - SWK percentile performance: Calculated based on an annualized rate of return reflecting share price appreciation and dividend reinvestment during the 36-month measurement period as compared against Tools & Outdoor / Building Products Peer Group. If SWK TSR is negative over the three-year measurement period, there will be a cap on the payout at Target, regardless of whether the Company's stock performs better than the 50th percentile of the LTIP peers.

- **rTSR Defined:** Annualized rate of return reflecting share price appreciation and dividend reinvestment to purchase additional shares during the measurement period. Starting and ending share prices, respectively, will be measured based on the average of the closing price for each of the first (and last) 20 trading days of the performance period to smooth for daily volatility. The results of each company are ranked to determine SBD performance relative to the peer group.

Tools & Outdoor / Building Products Peer Group

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APPENDIX 2
LONG-TERM PERFORMANCE AWARD TERMS

1. Grant of Performance Shares. This certifies that Stanley Black & Decker, Inc. (the "Company") has on the Grant Date specified in this Award Certificate granted to the Participant named above a performance award (the "Performance Award") of that number of Performance Shares indicated in this Award Certificate, subject to certain restrictions and on the terms and conditions contained in this Award Certificate and the Company's 2024 Omnibus Award Plan, as amended from time to time (the "Plan"). A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award Certificate, the terms of the Plan shall govern. This Performance Award represents the right of the Participant to receive a number of shares of Common Stock equal to the number of earned Performance Shares based on the Company's achievement of the Performance Goals for the Measurement Period, provided the employment requirements below are satisfied. For purposes of this Award Certificate, if the Participant is not employed by the Company, "Employer" means the Affiliate that employs the Participant. All capitalized terms used in this Award Certificate which are not defined in this Award Certificate (including Section 17 herein) shall have the meanings given them in the Plan unless the context clearly requires otherwise.

2. No Shareholder Rights. The Participant shall not have any rights of a shareholder, including but not limited to, the right to vote or to receive dividends, with respect to the Performance Award or any shares of Common Stock subject to the Performance Shares, until stock certificates, if any, have been issued to the Participant or Participant's ownership has been otherwise recorded in settlement of earned Performance Shares.

3. Determination of Earned Performance Shares; Vesting.

a. General. As soon as reasonably practicable following the completion of the Measurement Period, the Committee will determine (i) whether and to what extent the Performance Goals have been achieved, and (ii) the number of Performance Shares that are deemed "earned" in respect of the Measurement Period as a result of such performance, with the number of earned Performance Shares to be linearly interpolated on a straight-line basis between specified levels of performance (i.e., for performance that falls above "threshold" level but below "target" level, or above "target" level but below "maximum" level). In order for any Performance Shares to be earned in respect of a Performance Goal, the "threshold" level of achievement with respect to such Performance Goal must be achieved, and in no event will more than the maximum number of Performance Shares be earned.

b. Adjustments. Notwithstanding any other provision hereof, the Performance Award and the Performance Goals may be adjusted up or down, at the sole discretion of the Committee, based upon any factors determined by the Committee to be appropriate, including without limitation (i) the impact of pandemics, war, or severe weather on the Company's results of operations, (ii) any other unforeseen, unusual or extraordinary gains, losses, expenses, revenues, charges or credits not contemplated at the time of the determination of the Performance Goal establishment, and/or (iii) individual, business or regional performance.

c. Vesting. Any earned Performance Shares will become vested if, except as set forth below, the Participant remains continuously employed by the Company or an Affiliate until the Settlement Date (as defined below).

4. Termination of Employment.

a. General. Unless determined otherwise by the Committee, if the Participant's employment with the Company or an Affiliate terminates prior to the Settlement Date for any reason other than as provided below in this Section 4, then the

Participant will forfeit all rights in respect of the Performance Award and will not be entitled to receive any Common Stock or other payment under the Performance Award.

b. Death and Disability. Upon the Participant's death or if the Participant's employment is terminated as a result of the Participant's Disability, the Performance Award will be settled pursuant to Section 5 at the same time as performance awards for active participants are settled, to the extent the Performance Goals have been achieved; except that, if the termination occurs prior to December 31 of the first year of the Measurement Period, any earned Performance Award shall be prorated based on the number of complete months in the Measurement Period that the Participant was employed by the Company.

c. Retirement. Upon the Participant's Retirement, the Performance Award will be settled pursuant to Section 5 at the same time as performance awards for active participants are settled, to the extent the Performance Goals have been achieved; except that, if the termination occurs prior to December 31 of the first year of the Measurement Period, any earned Performance Award shall be prorated based on the number of complete months in the Measurement Period that the Participant was employed by the Company.

d. Divestiture. If, prior to the Settlement Date, the Participant's employment with the Company and its Affiliates terminates as a result of a Qualifying Divestiture Termination, the Performance Award will be settled pursuant to Section 5 at the same time as performance awards for active participants are settled, to the extent the Performance Goals have been achieved; except that, if the termination occurs prior to the last day of the Measurement Period, any earned Performance Award shall be prorated based on the number of complete months in the Measurement Period that the Participant was employed by the Company.

e. Release. In the event of a termination of employment as described in Sections 4(b), 4(c) or 4(d), the Company may require the Participant to execute an effective release of claims in the form provided by the Company to receive the benefit of such provisions.

f. Restrictive Covenants. Notwithstanding anything herein, to be eligible to receive settlement of the Performance Award following a termination of employment as described in Sections 4(b) or 4(c), the Participant understands and agrees that (i) the Participant must comply with all Restrictive Covenants during the Restriction Period (notwithstanding any provisions of the Restrictive Covenants which by their original terms may terminate prior to the Settlement Date), and (ii) in the event the Participant fails to comply with any Restrictive Covenants, the Participant will forfeit any and all rights under the Performance Award, in each case, to the fullest extent permitted under applicable law.

5. Settlement of Performance Shares. The earned and vested Performance Shares will be settled as soon as practicable, and by no later than March 15th of the year, following the end of the Measurement Period (the date of such settlement, the "Settlement Date"). The Committee may, in its sole discretion, settle each earned and vested Performance Share in the form of: (a) cash, to the extent settlement in shares of Common Stock (x) becomes prohibited under applicable laws, (y) would require the Participant, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of employment, if different), or (z) is administratively burdensome or (b) shares of Common Stock, but the Company may require the Participant to immediately sell such shares of Common Stock if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such shares of Common Stock on the Participant's behalf).

6. Restriction on Transfer. Performance Shares shall not be assignable, alienable, saleable, or transferable. The Performance Award shall be transferable only by will or the laws of descent and distribution. If the Participant purports to make any transfer of the Performance Award, except as aforesaid, the Performance Award and all rights thereunder shall terminate immediately. Notwithstanding the foregoing, the Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to receive shares of Common Stock (or cash in lieu thereof as provided in Section 5) with respect to the Performance Shares upon the death of the Participant.

7. Income Tax Matters.

Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Award, including the grant of the Performance Award, the vesting and settlement of the Performance Award, and the subsequent sale of any shares of Common Stock acquired pursuant to the Performance Award and (ii) do not commit to structure the terms of the grant or any aspect of the Performance Award to reduce or eliminate the Participant's liability for Tax-Related Items.

Prior to settlement upon the vesting of the Performance Award, if the Participant's country of residence (and country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient number of whole shares of Common Stock otherwise issuable upon the vesting of the Performance Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock (or cash otherwise payable thereunder in the event of cash settlement). Depending on the withholding method specified in the Plan, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that the withholding of shares of Common Stock becomes prohibited under applicable law or otherwise may trigger adverse consequences to the Company or the Employer, the Company and the Employer may withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from the Participant's regular salary and/or wages or any other amounts payable to the Participant, or may require the Participant to personally make payment of the Tax-Related Items required to be withheld. In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock by the Company or through the withholding of cash from the Participant's regular salary and/or wages or other amounts payable to the Participant, no shares of Common Stock will be issued to the Participant (or the Participant's estate) upon vesting or settlement of the Performance Award unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such Performance Award. If the obligation for the Participant's Tax-Related Items is satisfied by withholding a number of shares of Common Stock as described herein, the Participant shall be deemed to have been issued the full number of shares of Common Stock issuable upon vesting, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of the vesting or any other aspect of the Performance Award.

The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's acquisition of shares of Common Stock that cannot be satisfied by the means described herein. The Company may refuse to deliver any shares of Common Stock due upon settlement of the Performance Award if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described herein. If the Participant is subject to taxation in more than one country, the Participant acknowledges that the Company, the Employer or one or more of their respective Affiliates may be required to withhold or account for Tax-Related Items in more than one country. The Participant hereby consents to any action reasonably taken by the Company and the Employer to meet the Participant's obligation for Tax-Related Items. By accepting this Performance Award, the Participant expressly consents to the withholding of shares of Common Stock and/or withholding from the Participant's regular salary and/or wages or other amounts payable to the Participant as provided for hereunder. All other Tax-Related Items related to the Performance Award and any shares of Common Stock delivered in payment thereof shall be the Participant's sole responsibility.

8. Legal and Tax Compliance; Cooperation. If the Participant is a resident and/or employed outside of the United States, the Participant agrees, as a condition of the grant of the Performance Award, to repatriate all payments attributable to the shares

of Common Stock acquired under the Plan (including, but not limited to, any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Performance Award) if required by and in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and/or country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consents to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different).

9. Data Privacy. The Company is located at 1000 Stanley Drive, New Britain, Connecticut 06053 U.S.A. and grants Awards to acquire shares of Common Stock under the Plan to employees of the Company and its Affiliates, at its sole discretion. In accepting the Performance Award granted under the Plan, the Participant should carefully review the following information about the Company's data processing practices.

a. Data Collection, Processing and Usage. The Company collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards to acquire shares of Common Stock canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or, if different, the Employer ("Personal Information"). If the Company grants the Participant an Award under the Plan, then the Company will collect the Participant's Personal Information for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's legal basis for collecting, processing and using the Participant's Personal Information will be the Company's necessity to execute its contractual obligations under this Award Certificate and to comply with its legal obligations.

b. Stock Plan Administration Service Providers. The Company transfers the Participant's Personal Information as necessary and appropriate to Bank of America Merrill Lynch and its affiliates ("BAML"), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. BAML will open an account for the Participant to receive and trade shares of Common Stock the Participant acquires under the Plan. The Participant will be asked to agree to separate terms and data processing practices with BAML, which is a condition of the Participant's ability to participate in the Plan.

c. International Data Transfers. The Participant's Personal Information may be transferred to or otherwise processed in the United States or other jurisdictions besides the Participant's own. The Participant should note that the Participant's country of residence (and country of employment, if different) may have enacted data privacy laws that are different from those of the recipient country. Such transfers will be made pursuant to Company policies and data protection measures as detailed in the Company's Employee Privacy Policy, available by contacting Participant's local HR manager or Global Privacy Office.

d. Data Retention. The Company will use the Participant's Personal Information as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs the Participant's Personal Information, the Company will remove it from its systems.

e. Voluntariness. The Participant's participation in the Plan is purely voluntary. If the Participant elects not to participate in the Plan, the Participant's decision would not affect the Participant's salary as an employee of the Employer or the Participant's career; the Participant would merely forfeit the opportunities associated with the Plan.

f. Individual Rights. The Participant may have a number of rights under data privacy laws in the Participant's country of residence (and country of employment, if different). Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes pursuant to this Award

Certificate, (ii) request to rectify incorrect Personal Information, (iii) request to delete Personal Information, (iv) request to restrict Personal Information processing, and/or (v) lodge complaints with competent authorities in the Participant's country of residence (and country of employment, if different). To receive clarification regarding the Participant's rights or to exercise the Participant's rights, the Participant should contact the Participant's local HR department. A response to the Participant's request will be provided consistent with applicable law.

g. SBD Employee Privacy Notice. All collection and use of the Participant's Personal Information under this notice is made pursuant to the Company's Employee Privacy Notice (the "Privacy Notice"), which the Participant has previously received. Please see the Privacy Notice for additional information on the Company's policies regarding data retention, data security and other important information.

By accepting the Performance Award as granted under the Plan, the Participant explicitly declares that the Participant has been informed about the collection, processing and use of the Participant's Personal Information by the Company and the transfer of the Participant's Personal Information to the recipients mentioned above, including recipients located in countries that have different data protection rules than in the Participant's country of residence.

10. Insider Trading/Market Abuse Laws. By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant further acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the shares of Common Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., the Performance Award) or rights linked to the value of shares of Common Stock, during such times the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Participant's country of residence (or country of employment, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant understands that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company's insider trading policy. The Participant acknowledges that it is the Participant's personal responsibility to comply with any applicable restrictions, and that the Participant should consult with the Participant's personal advisor on this matter.

11. Private Placement. If the Participant is a resident and/or employed outside of the United States, the Participant acknowledges that the grant of the Performance Award is not intended to be a public offering of securities in the Participant's country of residence (country of employment, if different). The Participant further acknowledges that the Company has not submitted any registration statement, prospectus or other filing with any securities authority other than the U.S. Securities and Exchange Commission with respect to the grant of the Performance Award, unless otherwise required under local law. **No employee of the Company is permitted to advise the Participant on whether the Participant should acquire shares of Common Stock under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Performance Award. The acquisition of shares of Common Stock involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Participant should carefully review all of the materials related to the Performance Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.**

12. Other. The Company shall not be required to issue any certificate or certificates for shares of Common Stock upon settlement of the earned Performance Shares (i) if the Common Stock is not listed on any national securities exchange, (ii) prior to the completion of any registration or other qualification of such shares of Common Stock under any state or federal law or

rulings or regulations of any governmental regulatory body, and (iii) prior to the Company obtaining any consent or approval or other clearance from any governmental agency which the Company shall, in its sole discretion, determine to be necessary or advisable. Shares of Common Stock to be issued in respect of earned Performance Shares will be issued only in compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities laws, and the Participant shall comply with any requirements imposed by the Committee under such laws. If the Participant qualifies as an "affiliate" (as that term is defined in Rule 144 ("Rule 144") promulgated under the Act), upon demand by the Company, the Participant (or any person acting on the Participant's behalf) shall deliver to the Treasurer at the time of settlement of the earned Performance Shares a written representation that the Participant will acquire shares of Common Stock pursuant to the Plan for the Participant's own account, that the Participant is not taking the shares of Common Stock with a view to distribution and that the Participant will dispose of the shares of Common Stock only in compliance with Rule 144.

13. No Right to Continued Employment. This Performance Award does not confer on the Participant any right with respect to the continuation of employment with the Company or any Affiliate, nor will it interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time.

14. Governing Law; Venue. The Plan, this Award Certificate and all determinations made and actions taken pursuant to the Plan or Award Certificate shall be determined in accordance with the laws of the State of Connecticut and applicable Federal law. Any disputes regarding this Performance Award, the Award Certificate or the Plan shall be brought only in the United States in the state or federal courts of the State of Connecticut.

15. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Performance Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. Binding Effect. The grant of this Performance Award shall be binding and effective only if this Award Certificate is executed by or delivered on behalf of the Company.

17. Definitions. As used in this Award Certificate:

"Disability" has the meaning provided in Section 22(e)(3) of the Code, or any successor provision.

"Divestiture" means the consummation of a sale or other disposition of a subsidiary, division, business unit, or other organizational unit, whether such disposition is effected by means of a sale of assets, a sale of subsidiary equity or other ownership interest, or otherwise, in each case that is designated by the Company, in its sole discretion, as a "Divestiture." For the avoidance of doubt, any transaction that is a Change in Control shall not constitute a Divestiture.

"Measurement Period" means the period during which performance is measured against the Performance Goals, as set forth in the Award Certificate.

"Performance Goals" means the goals established by the Committee or, pursuant to an appropriate delegation of authority, the Chief Executive Officer, for performance of the Company as a whole and/or specific businesses or functions during the Measurement Period. The Performance Goals applicable to this Performance Awards are as set forth in this Award Certificate.

"Qualifying Divestiture Termination" means a termination of the Participant's employment with the Company and its Affiliates in connection with a Divestiture as a result of (i) the Participant becoming employed by the purchaser in such Divestiture or its affiliate immediately following the Divestiture; (ii) the Participant not receiving qualifying offer of employment from the purchaser in such Divestiture or its affiliate, as determined by the Company, in its sole discretion; or (iii) Participant's employing entity ceasing to be an Affiliate of the Company as a result of the Divestiture.

"Restriction Period" means the period of time between the date upon which the Participant cease to be an employee of the Company and its Affiliates and the Settlement Date, or the period of restriction contained in any Restrictive Covenant Agreement executed by the Participant with respect to Participant's employment with the Company, whichever is longer.

"Restrictive Covenants" means any restrictive covenants contained in any Restrictive Covenant Agreement executed by the Participant regarding his or her employment with the Company or an Affiliate.

"Retirement" means the Participant's termination of employment with the Company and each of its Affiliates after (i) attaining the age of 55 and completing 10 years of service, or (ii) attaining the age of 60 and completing five or more years of service.

18. English Language. If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Award Certificate, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Performance Award, be drawn up in English. If the Participant has received this Award Certificate, the Plan or any other documents related to the Performance Award translated into a language other than English, and if the meaning of the translated version is different from the English version, the meaning of the English version shall control.

19. Clawback/Recoupment Policy. Notwithstanding any other provision of this Award Certificate to the contrary, the Participant acknowledges and agrees that all shares of Common Stock acquired pursuant to the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy of the Company currently in effect or as may be adopted by the Company (including, without limitation, the Stanley Black & Decker, Inc. Financial Statement Compensation Recoupment Policy) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall require the Participant's prior consent. For purposes of the foregoing, the Participant expressly and explicitly authorizes (i) the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Committee to hold the Participant's shares of Common Stock, and other amounts acquired under the Plan to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to the Company, and (ii) the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including without limitation by reducing any amount that is or may become payable to the Participant. The Participant further agrees to comply with any request or demand for repayment by any Affiliate in order to comply with such policies or applicable law. To the extent that the terms of this Award Certificate and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail. The Committee or the Board may provide for the cancellation or forfeiture of the Performance Award or the forfeiture and repayment to the Company of any gain related to the Performance Award, or other provisions intended to have a similar effect, upon such other terms and conditions as may be determined by the Committee or the Board from time to time, including, without limitation, in the event that a Participant, during employment or other service with the Company or an Affiliate, engages in activity detrimental to the business of the Company.

20. Addendum. Notwithstanding any provisions of this Award Certificate to the contrary, the Performance Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in an applicable Addendum to this Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected in an Addendum to this Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the Performance Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Addendum shall constitute part of this Award Certificate.

21. Additional Requirements; Amendments. The Company reserves the right to impose other requirements on the Performance Award, any shares of Common Stock acquired pursuant to the Performance Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration

of the Performance Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing. In addition, the Company reserves the right to amend the terms and conditions reflected in this Award Certificate, without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially affect the Participant's rights under the Performance Award except as otherwise permitted under the Plan or this Award Certificate.

22. Nature of the Grant. In accepting the Performance Award, the Participant hereby acknowledges that:

- a. the Plan is established voluntarily by the Company, is discretionary in nature and may be terminated, suspended or amended by the Company at any time, to the extent permitted by the Plan;
- b. the grant of the Performance Award is voluntary and does not create any contractual or other right to receive future Performance Awards or benefits in lieu of a Performance Award, even if Performance Awards have been granted in the past;
- c. all decisions with respect to future Performance Awards or other grants, if any, will be at the sole discretion of the Company;
- d. the grant of the Performance Award and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Affiliate shall not interfere with the ability of the Company, the Employer or any other Affiliate to terminate the Participant's employment relationship (if any);
- e. the Participant is voluntarily participating in the Plan;
- f. the Performance Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
- g. the Performance Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Participant's employment and the Participant's employment contract, if any;
- h. the Performance Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;
- i. the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty and the value of such shares of Common Stock acquired under the Plan may increase or decrease in the future;
- j. no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Award resulting from termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);
- k. on the date of termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), the Participant's right to participate in the Plan, if any, will terminate (for purposes of the foregoing, the Committee shall have exclusive discretion to determine the effective date the Participant is no longer an employee);

l. neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the shares of Common Stock acquired or sold under the Plan;

m. in consideration of the grant of the Performance Award, no claim or entitlement to compensation or damages shall arise from termination of the Performance Award, or recoupment of any shares of Common Stock acquired under the Plan, or diminution in value of the Performance Award or shares of Common Stock acquired upon vesting of the Performance Award resulting from (A) termination of employment by the Company or the Employer, as applicable (for any reason whatsoever and whether or not in breach of applicable labor laws), and / or (B) the application of any recoupment policy or any recovery or clawback policy otherwise required by law, and the Participant hereby irrevocably releases the Company, the Employer and any Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by acceptance of the Performance Award, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim; and

n. in the event of termination of the Participant's employment with the Company (whether or not in breach of local labor laws), the Participant's right to receive the Performance Award and vest in the Performance Award under the Plan, if any, will terminate effective as of the date of termination of the Participant's active employment as determined in the discretion of the Committee unless otherwise provided in this Award Certificate or the Plan; furthermore, in the event of termination of the Participant's employment (regardless of any contractual or local law requirements), the Participant's right to vest in the Performance Award after such termination, if any, will be measured by the date of termination of the Participant's active employment; the Committee will have the discretion to determine the date of termination of the Participant's active employment for purposes of the Performance Award.

23. Section 409A. For the avoidance of doubt, if the Participant is subject to U.S. income taxation and is a "specified employee" (within the meaning of Section 409A of the Code) at the time of the Participant's separation from service, and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code, then the Company will not pay such amount on the otherwise scheduled settlement date, but will instead pay it, without interest, on the first business day of the seventh month after the Participant's separation from service or, if earlier, on the Participant's death. In addition, if the Participant is subject to U.S. income taxation and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation, any vesting and settlement acceleration of such deferred compensation upon the Participant's termination of employment shall not be effective unless such termination of employment also constitutes a separation from service under Section 409A of the Code.

24. Acceptance. By electronically accepting the grant of this Performance Award, the Participant affirmatively and expressly acknowledges that the Participant has read this Award Certificate, the Addendum to the Award Certificate (as applicable), and the Plan, and specifically accepts and agrees to the provisions therein. The Participant also affirmatively and expressly acknowledges that the Company, in its sole discretion, may amend the terms and conditions reflected in this Award Certificate without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially impair the Participant's rights under the Performance Award, and the Participant agrees to be bound by such amendment regardless of whether notice is given to the Participant of such change.

25. Miscellaneous. All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Performance Award shall be binding, conclusive and final. The waiver by the Company of any provision of this Performance Award shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of this Performance Award. The Participant agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Performance Award.

StanleyBlack&Decker

2024 Omnibus Award Plan

Stock Option Award Certificate

Subject to the terms and conditions set forth in this certificate,

/\$ParticipantName\$/ has been awarded an Option to purchase **/\$AwardsGranted\$/** shares of Common Stock as follows:

Grant Date: **/\$GrantDate\$/**

Expiration Date: **/\$ExpirationDate\$/**

Purchase Price Per Share: **/\$GrantPrice\$/**

Vests: as set forth in your Equity Plan account for this Option grant

Stanley Black & Decker, Inc.

As a member of the Stanley Black & Decker team, your skills and contributions are vital to our Company's and its Shareholders' continued success. This award of stock options provides you with the opportunity to earn significant financial rewards for your efforts and contributions to making Stanley Black & Decker the most successful company it can be.

NON-QUALIFIED STOCK OPTION TERMS

1. **Grant of Option.** This certifies that Stanley Black & Decker, Inc. (the "Company") has on the Grant Date granted to the Participant named above in this Award Certificate the option (the "Option") to purchase, on or before the Expiration Date at the Purchase Price per Share of the Company's common stock, par value \$2.50 per share (the "Common Stock") all as set forth in this Award Certificate. The Option is granted subject to the following terms and conditions and the terms and conditions of the Company's 2024 Omnibus Award Plan, as amended from time to time (the "Plan"). A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award Certificate, the terms of the Plan shall govern. For purposes of this Award Certificate, if the Participant is not employed by the Company, "Employer" means the Affiliate that employs the Participant. All capitalized terms used in this Award Certificate which are not defined in this Award Certificate (including Section 17 herein) shall have the meanings given them in the Plan unless the context clearly requires otherwise.

2. **Vesting; Exercisability.** Subject to the terms and conditions of this Award Certificate and the Plan, the Option shall vest and become exercisable in the amounts and on the dates specified in the Participant's Merrill Lynch (or subsequent record keeper's) account for this Option, provided the Participant remains continuously employed by the Company or an Affiliate until the applicable vesting date. Once vested, the vested portion of the Option may be exercised, from time to time, from the applicable vesting date until the earlier of (i) the Expiration Date or (ii) the applicable date described below in Section 4 regarding termination of employment. Shares of Common Stock may be purchased hereunder only to the extent that this Option has become vested.

3. **Termination of Employment.**

(a) **General.** If, prior to vesting of the Option pursuant to Section 2, the Participant ceases to be continuously employed by either the Company or an Affiliate for any reason other than as provided below in this Section 3, then the unvested portion of the Option shall be immediately and irrevocably forfeited. Approved leaves of absence or employment transfers between the Company or an Affiliate (or vice versa) shall not be deemed terminations or interruptions of employment for vesting of the Option.

(b) **Death and Disability.** Upon the Participant's death or if the Participant's employment is terminated as a result of the Participant's Disability, the Option shall become immediately vested in full.

(c) **Retirement.** Upon the Participant's Retirement, the Option shall become immediately vested in full.

(d) **Divestiture.** If, prior to the vesting date for any portion of the Option, the Participant's employment with the Company and its Affiliates terminates as a result of a Qualifying Divestiture Termination, then a pro-rata portion of each unvested tranche of the Options shall become immediately vested in an amount equal to (i) the total number of Options in such tranche subject to this Award Certificate, multiplied by (ii) a fraction, the numerator of which is the number of the Participant's completed full months of service from the Grant Date to the date of the Qualifying Divestiture Termination and the denominator of which is the number of full months between the Grant Date to the originally scheduled vesting date of such tranche under this Award Certificate. Any Options remaining unvested as of the date of the Participant's termination due to the Divestiture after the application of this Section 3(d) will be forfeited.

4. **Exercisability Following Termination of Employment.** Notwithstanding any other provisions:

(a) **General.** If the Participant ceases to be continuously employed by either the Company or an Affiliate for any reason other than Retirement, death, Disability, the Participant may exercise the

portion of the Option that has become vested as of the Participant's termination date (after giving effect to Section 3) until the earlier of (i) the Expiration Date or (ii) 60 days following such termination date.

(b) **Retirement, death, and Disability.** If the Participant's employment terminates due to Retirement, death or Disability, the Participant (or, following the Participant's death, the person designated in the Participant's last will and testament or if no person is designated, the Participant's estate) may exercise the vested Option until the Expiration Date.

(c) **Company Obligation.** In the event the Option is exercised by the executors, administrators, legatees or distributees of the estate of the Participant, the Company shall be under no obligation to issue shares unless the Company is satisfied that the person or persons exercising the Option are the duly appointed legal representatives of the Participant's estate or the proper legatees or distributees thereof.

5. **Process of Exercise.** The vested portion of the Option may be exercised, in whole or in part, by written notification to the Company's Treasurer at the Company's executive offices in New Britain, Connecticut, or by any other procedure established by the Company from time to time. Such notification shall (i) specify the number of shares of Common Stock with respect to which the Option is being exercised, and (ii) be accompanied by payment for such shares of Common Stock. Such notification shall be effective upon its receipt by the Treasurer or any other party designated by the Treasurer on or before the Expiration Date. The Option may not be exercised with respect to a fractional share or with respect to the lesser of 100 shares or the balance of the shares then covered by the Option. In the event the Expiration Date falls on a day which is not a regular business day at the Company's executive offices in New Britain, Connecticut, then such written notification must be received at such office on or before the last regular business day prior to the Expiration Date. Payment is to be made by check payable to the order of Stanley Black & Decker, Inc. or by one of the alternative methods of payment described in the Plan and acceptable to the Committee. No shares of Common Stock shall be issued on exercise of the Option until full payment for such shares of Common Stock has been made and all checks delivered in payment therefor have been collected. The Participant shall not have any rights of a shareholder with respect to the Option, including but not limited to, the right to vote or to receive dividends, until stock certificates have been issued to the Participant or the Participant's ownership has been otherwise recorded.

6. **Transferability.** Except as otherwise provided in the Plan, the Option is not transferable by the Participant otherwise than (a) by will or by the laws of descent and distribution, (b) pursuant to a domestic relations order, or (c) following the Participant's Retirement, in whole or in part and without payment of consideration, to the Participant's Immediate Family Members. More particularly (but without limiting the generality of the foregoing), the Option may not be assigned, transferred (except as provided above), pledged or hypothecated in any way, shall not be assignable by operation of law and shall not be subject to execution, attachment or similar process. The Company reserves the right to charge administrative fees in respect of such transfers.

7. **Income Tax Matters.**

(a) Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant of the Option, the exercise of the Option, the subsequent sale of any shares of Common Stock acquired pursuant to the Option and (ii) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

(b) Prior to the delivery of shares of Common Stock upon the exercise of the Option, if the Participant's country of residence (and country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient number of whole shares of Common Stock

otherwise issuable upon the exercise of the Option that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. Depending on the withholding method specified in the Plan, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that the withholding of shares of Common Stock becomes prohibited under applicable law or otherwise may trigger adverse consequences to the Company or the Employer, the Company and the Employer may withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from the Participant's regular salary and/or wages or any other amounts payable to the Participant, or may require the Participant to personally make payment of the Tax-Related Items required to be withheld. In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock by the Company or through the withholding of cash from the Participant's regular salary and/or wages or other amounts payable to the Participant, no shares of Common Stock will be issued to the Participant (or the Participant's estate) upon exercise of the Option unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such Option. If the obligation for the Participant's Tax-Related Items is satisfied by withholding a number of shares of Common Stock as described herein, the Participant shall be deemed to have been issued the full number of shares of Common Stock issuable upon exercise, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of the exercise or any other aspect of the Option.

(c) The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's acquisition of shares of Common Stock that cannot be satisfied by the means described herein. The Company may refuse to deliver any shares of Common Stock due upon exercise of the Option if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described herein. If the Participant is subject to taxation in more than one country, the Participant acknowledges that the Company, the Employer or one or more of their respective Affiliates may be required to withhold or account for Tax-Related Items in more than one country. The Participant hereby consents to any action reasonably taken by the Company and the Employer to meet the Participant's obligation for Tax-Related Items. By accepting this Option, the Participant expressly consents to the withholding of shares of Common Stock and/or withholding from the Participant's regular salary and/or wages or other amounts payable to the Participant as provided for hereunder. All other Tax-Related Items related to the Option and any shares of Common Stock delivered in payment thereof shall be the Participant's sole responsibility.

8. Legal and Tax Compliance: Cooperation. If the Participant is a resident and/or employed outside of the United States, the Participant agrees, as a condition of the grant of the Option, to repatriate all payments attributable to the shares of Common Stock acquired under the Plan (including, but not limited to, any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Option) if required by and in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and/or country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consents to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different).

9. Data Privacy. The Company is located at 1000 Stanley Drive, New Britain Connecticut 06053 U.S.A. and grants Options to acquire shares of Common Stock under the Plan to employees of the Company and its Affiliates, at its sole discretion. In accepting the Option granted under the Plan, the Participant should carefully review the following information about the Company's data processing practices.

(a) **Data Collection, Processing and Usage.** The Company collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Options to acquire shares of Common Stock canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or, if different, the Employer ("Personal Information"). If the Company grants the Participant an Option under the Plan, then the Company will collect the Participant's Personal Information for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's legal basis for collecting, processing and using the Participant's Personal Information will be the Company's necessity to execute its contractual obligations under this Award Certificate and to comply with its legal obligations.

(b) **Stock Plan Administration Service Providers.** The Company transfers the Participant's Personal Information as necessary and appropriate to Bank of America Merrill Lynch and its affiliates ("BAML"), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. BAML will open an account for the Participant to receive and trade shares of Common Stock the Participant acquires under the Plan. The Participant will be asked to agree to separate terms and data processing practices with BAML, which is a condition of the Participant's ability to participate in the Plan.

(c) **International Data Transfers.** The Participant's Personal Information may be transferred to or otherwise processed in the United States or other jurisdictions besides the Participant's own. The Participant should note that the Participant's country of residence (and country of employment, if different) may have enacted data privacy laws that are different from those of the recipient country. Such transfers will be made pursuant to Company policies and data protection measures as detailed in the Company's Employee Privacy Policy, available by contacting the Participant's local HR manager or Global Privacy Office.

(d) **Data Retention.** The Company will use the Participant's Personal Information as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs the Participant's Personal Information, the Company will remove it from its systems.

(e) **Voluntariness.** The Participant's participation in the Plan is purely voluntary. If the Participant elects not to participate in the Plan, the Participant's decision would not affect the Participant's salary as an employee of the Employer or the Participant's career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Individual Rights.** The Participant may have a number of rights under data privacy laws in the Participant's country of residence (and country of employment, if different). Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes pursuant to this Award Certificate, (ii) request to rectify incorrect Personal Information, (iii) request to delete Personal Information, (iv) request to restrict Personal Information processing, and/or (v) lodge complaints with competent authorities in the Participant's country of residence (and country of employment, if different). To receive clarification regarding the Participant's rights or to exercise the Participant's rights, the Participant should contact the Participant's local HR department. A response to the Participant's request will be provided consistent with applicable law.

(g) **SBD Employee Privacy Notice.** All collection and use of the Participant's Personal Information under this Notice is made pursuant to the Company's Employee Privacy Notice (the "Privacy Notice"), which the Participant has previously received. Please see the Privacy Notice for additional information on the Company's policies regarding data retention, data security and other important information.

By accepting the Option as granted under the Plan, the Participant explicitly declares that the Participant has been informed about the collection, processing and use of the Participant's Personal Information by the Company and the transfer of the Participant's Personal Information to the recipients mentioned above, including recipients located in countries that have different data protection rules than in the Participant's country of residence.

10. **Insider Trading/Market Abuse Laws.** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant further acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the shares of Common Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to purchase shares of Common Stock (e.g., Option) or rights linked to the value of shares of Common Stock, during such times the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Participant's country of residence (or country of employment, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant understands that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company's insider trading policy. The Participant acknowledges that it is the Participant's personal responsibility to comply with any applicable restrictions, and that the Participant should consult with the Participant's personal advisor on this matter.

11. **Private Placement.** If the Participant is a resident and/or employed outside of the United States, the Participant acknowledges that the grant of the Option is not intended to be a public offering of securities in the Participant's country of residence (country of employment, if different). The Participant further acknowledges that the Company has not submitted any registration statement, prospectus or other filing with any securities authority other than the U.S. Securities and Exchange Commission with respect to the grant of the Option, unless otherwise required under local law. No employee of the Company is permitted to advise the Participant on whether the Participant should acquire shares of Common Stock under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Option. The acquisition of shares of Common Stock involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Participant should carefully review all of the materials related to the Option and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.

12. **Other.** The Company shall not be required to issue any certificate or certificates for shares of Common Stock upon settlement of the Options (i) if the Common Stock is not listed on any national securities exchange, (ii) prior to the completion of any registration or other qualification of such shares of Common Stock under any state or federal law or rulings or regulations of any governmental regulatory body, and (iii) prior to the Company obtaining any consent or approval or other clearance from any governmental agency which the Company shall, in its sole discretion, determine to be necessary or advisable. Shares of Common Stock to be issued in respect of Options will be issued only in compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities laws, and the Participant shall comply with any requirements imposed by the Committee under such laws. If the Participant qualifies as an "affiliate" (as that term is defined in Rule 144 ("Rule 144") promulgated under the Act), upon demand by the Company, the Participant (or any person acting on the Participant's behalf) shall deliver to the Treasurer at the time of settlement of the Options a written representation that the Participant will acquire shares of Common Stock pursuant to the Plan for the Participant's own account, that the Participant is not taking the shares with a view to distribution and that the Participant will dispose of the shares of Common Stock only in compliance with Rule 144.

13. **No Right to Continued Employment.** The Option does not confer upon the Participant any right with respect to continuation of employment with the Company or any Affiliate, nor will not interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time.
14. **Governing Law; Venue.** The Plan, this Award Certificate and all determinations made and actions taken pursuant to the Plan or Award Certificate shall be determined in accordance with the laws of the State of Connecticut and applicable Federal law. Any disputes regarding this Option, the Award Certificate or the Plan shall be brought only in the United States in the state or federal courts of the State of Connecticut.
15. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Option or other Options granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
16. **Binding Effect.** The grant of this Option shall be binding and effective only if this Award Certificate is executed by or delivered on behalf of the Company.
17. **Definitions.** As used in this Award Certificate:
- (a) "Disability" has the meaning provided in Section 22(e)(3) of the Code, or any successor provision.
 - (b) "Divestiture" means the consummation of a sale or other disposition of a subsidiary, division, business unit, or other organizational unit, whether such disposition is effected by means of a sale of assets, a sale of subsidiary equity or other ownership interest, or otherwise, in each case that is designated by the Company, in its sole discretion, as a "Divestiture." For the avoidance of doubt, any transaction that is a Change in Control shall not constitute a Divestiture.
 - (c) "Qualifying Divestiture Termination" means a termination of the Participant's employment with the Company and its Affiliates in connection with a Divestiture as a result of (i) the Participant becoming employed by the purchaser in such Divestiture or its affiliate immediately following the Divestiture; (ii) the Participant not receiving qualifying offer of employment from the purchaser in such Divestiture or its affiliate, as determined by the Company, in its sole discretion; or (iii) Participant's employing entity ceasing to be an Affiliate of the Company as a result of the Divestiture.
 - (d) "Retirement" means the Participant's termination of employment with the Company and each of its Affiliates after (i) attaining the age of 55 and completing 10 years of service, or (ii) attaining the age of 60 and completing five or more years of service.
18. **English Language.** If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Award Certificate, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Option, be drawn up in English. If the Participant has received this Award Certificate, the Plan or any other documents related to the Option translated into a language other than English, and if the meaning of the translated version is different from the English version, the meaning of the English version shall control.
19. **Clawback/Recoupment Policy.** Notwithstanding any other provision of this Award Certificate to the contrary, the Participant acknowledges and agrees that all shares of Common Stock acquired pursuant to the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy of the Company currently in effect or as may be adopted by the Company, to the extent applicable (including, without limitation, the Stanley Black & Decker, Inc. Financial Statement Compensation Recoupment Policy) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall require the Participant's prior consent. For purposes of the foregoing, the Participant expressly and explicitly authorizes (i) the Company to issue instructions, on the Participant's behalf, to

any brokerage firm and/or third party administrator engaged by the Committee to hold the Participant's shares of Common Stock, and other amounts acquired under the Plan to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to the Company, and (ii) the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including without limitation by reducing any amount that is or may become payable to the Participant. The Participant further agrees to comply with any request or demand for repayment by any Affiliate in order to comply with such policies or applicable law. To the extent that the terms of this Award Certificate and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail.

20. **Addendum.** Notwithstanding any provisions of this Award Certificate to the contrary, the Option shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in an applicable Addendum to this Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected in an Addendum to this Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Addendum shall constitute part of this Award Certificate.

21. **Additional Requirements: Amendments.** The Company reserves the right to impose other requirements on the Option, any shares of Common Stock acquired pursuant to the Option and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Option and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing. In addition, the Company reserves the right to amend the terms and conditions reflected in this Award Certificate, without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially affect the Participant's rights under the Option except as otherwise permitted under the Plan or this Award Certificate.

22. **Nature of the Grant.** In accepting the Option, the Participant hereby acknowledges that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be terminated, suspended or amended by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Option is voluntary and does not create any contractual or other right to receive future Options or benefits in lieu of an Option, even if Options have been granted in the past;
- (c) all decisions with respect to future Options or other grants, if any, will be at the sole discretion of the Company;
- (d) the grant of the Options and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Affiliate shall not interfere with the ability of the Company, the Employer or any other Affiliate to terminate the Participant's employment relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Participant's employment and the Participant's employment contract, if any;

(h) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;

(i) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty and the value of such shares of Common Stock acquired under the Plan may increase or decrease in the future;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);

(k) on the date of termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), the Participant's right to participate in the Plan, if any, will terminate (for purposes of the foregoing, the Committee shall have exclusive discretion to determine the effective date the Participant is no longer an employee);

(l) neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the shares of Common Stock acquired or sold under the Plan;

(m) in consideration of the grant of the Option, no claim or entitlement to compensation or damages shall arise from termination of the Option, or recoupment of any shares of Common Stock acquired under the Plan, or diminution in value of the Option or shares of Common Stock acquired upon vesting of the Option resulting from (A) termination of employment by the Company or the Employer, as applicable (for any reason whatsoever and whether or not in breach of applicable labor laws), and / or (B) the application of any recoupment policy or any recovery or clawback policy otherwise required by law, and the Participant hereby irrevocably releases the Company, the Employer and any Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by acceptance of the Option, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim; and

(n) in the event of termination of the Participant's employment with the Company (whether or not in breach of local labor laws), the Participant's right to receive the Option and vest in the Option under the Plan, if any, will terminate effective as of the date of termination of the Participant's active employment as determined in the discretion of the Committee unless otherwise provided in this Award Certificate or the Plan; furthermore, in the event of termination of the Participant's employment (regardless of any contractual or local law requirements), the Participant's right to vest in the Option after such termination, if any, will be measured by the date of termination of the Participant's active employment; the Committee will have the discretion to determine the date of termination of the Participant's active employment for purposes of the Option.

23. Section 409A. For the avoidance of doubt, if the Participant is subject to U.S. income taxation and is a "specified employee" (within the meaning of Section 409A of the Code) at the time of the Participant's separation from service, and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code, then the Company will not pay such amount on the otherwise scheduled settlement date, but will instead pay it, without interest, on the first business day of the seventh month after the Participant's separation from service or, if earlier, on the Participant's death. In addition, if the Participant is subject to U.S. income taxation and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation, any vesting and settlement acceleration of

such deferred compensation upon the Participant's termination of employment shall not be effective unless such termination of employment also constitutes a separation from service under Section 409A of the Code.

24. Acceptance By electronically accepting the grant of this Option, the Participant affirmatively and expressly acknowledges that the Participant has read this Award Certificate, the Addendum to the Award Certificate (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein. The Participant also affirmatively and expressly acknowledges that the Company, in its sole discretion, may amend the terms and conditions reflected in this Award Certificate without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially impair the Participant's rights under the Option, and the Participant agrees to be bound by such amendment regardless of whether notice is given to the Participant of such change.

25. Miscellaneous All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Option shall be binding, conclusive and final. The waiver by the Company of any provision of this Option shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of the Option. The Participant agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Option.

StanleyBlack&Decker

2024 Omnibus Award Plan

Restricted Stock Unit Award Certificate

Subject to the terms and conditions set forth in this certificate,

/\$ParticipantName\$/ has been awarded **/\$AwardsGranted\$/** Restricted Stock Units as follows:

Grant Date: **/\$GrantDate\$/**

Vests: as set forth in your Equity Plan account for this Award

Stanley Black & Decker, Inc.

As a member of the Stanley Black & Decker team, your skills and contributions are vital to our Company's and its Shareholders' continued success. This award of restricted stock units provides you with the opportunity to earn significant financial rewards for your efforts and contributions to making Stanley Black & Decker the most successful company it can be.

RESTRICTED STOCK UNIT AWARD TERMS

1. **Grant of Restricted Stock Units.** This certifies that Stanley Black & Decker, Inc. (the "Company") has on the Award Date specified in this Award Certificate granted to the Participant named above an award (the "Award") of that number of Restricted Stock Units indicated in this Award Certificate, subject to certain restrictions and on the terms and conditions contained in this Award Certificate and the 2024 Omnibus Award Plan, as amended from time to time (the "Plan"). A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award Certificate, the terms of the Plan shall govern. For purposes of this Award Certificate, if the Participant is not employed by the Company, "Employer" means the Affiliate that employs the Participant. All capitalized terms used in this Award Certificate which are not defined in this Award Certificate (including Section 17 herein) shall have the meanings given them in the Plan unless the context clearly requires otherwise.

2. **Dividend Equivalents/No Shareholder Rights.** Amounts equal to the dividends and distributions paid on shares of the Company's common stock, \$2.50 par value per share (the "Common Stock"), shall be accrued for the benefit of the Participant to the same extent as if each Restricted Stock Unit then held by Participant was a share of Common Stock and shall vest and be distributed to the Participant in cash as, and to the extent that, the underlying Restricted Stock Unit(s) vest. Subject to the foregoing, the Participant shall not have any other rights of a shareholder, including but not limited to, the right to vote, with respect to the Restricted Stock Units or any shares of Common Stock subject to the Restricted Stock Units, until stock certificates, if any, have been issued to the Participant or Participant's ownership has been otherwise recorded in settlement of such Restricted Stock Units.

3. **Vesting.** Subject to the terms and conditions of this Award Certificate and the Plan, the Restricted Stock Units shall vest in the amounts and on the dates specified in the Participant's Merrill Lynch (or subsequent record keeper's) account for this Award, provided the Participant remains continuously employed by the Company or an Affiliate until the applicable vesting date.

4. **Termination of Employment.**

(a) **General.** If, prior to vesting of the Restricted Stock Units pursuant to Section 3, the Participant ceases to be continuously employed by either the Company or an Affiliate for any reason other than as provided below in this Section 4, then the Participant's rights to all of the unvested Restricted Stock Units shall be immediately and irrevocably forfeited and no shares of Common Stock shall be issued in respect thereof. Approved leaves of absence or employment transfers between the Company or an Affiliate (or vice versa) shall not be deemed terminations or interruptions of employment for vesting of the Restricted Stock Units.

(b) **Death and Disability.** Upon the Participant's death or if the Participant's employment is terminated as a result of the Participant's Disability, the Restricted Stock Units shall become immediately vested in full.

(c) **Retirement.** Upon the Participant's Retirement, the Restricted Stock Units shall become immediately vested in full.

(d) **Divestiture.** If, prior to the vesting date for any portion of the Restricted Stock Units, the Participant's employment with the Company and its Affiliates terminates as a result of a Qualifying Divestiture Termination, then a pro-rata portion of each unvested tranche of the Restricted Stock Units shall become immediately vested in an amount equal to (i) the total number of Restricted Stock Units in such tranche subject to this Award Certificate, multiplied by (ii) a fraction, the numerator of which is the number of the Participant's completed full months of service from the Grant Date to the date of the Participant's Qualifying Divestiture Termination and the denominator of which is the number of full months between the Grant Date to the originally-scheduled vesting date of such tranche under this Award

Certificate. Any Restricted Stock Units remaining unvested as of the date of the Participant's termination due to the Divestiture after the application of this Section 4(d) will be forfeited.

5. **Settlement of Restricted Stock Units.** The vested Restricted Stock Units will be settled as soon as reasonably practicable (but in no event later than 30 days) following the earlier to occur of (i) the applicable originally-scheduled vesting date, or (ii) the Participant's separation from service with the Company (determined in accordance with Section 409A of the Code), in each case, at which time the applicable Restricted Stock Units shall be cancelled and in exchange therefor the Company shall cause a number of shares of Common Stock equal to the number of the Restricted Stock Units then cancelled to be issued to the Participant in book-entry form. Notwithstanding the foregoing, the Committee may, in its sole discretion, settle each vested Restricted Stock Unit in the form of: (a) cash, to the extent settlement in shares of Common Stock (x) becomes prohibited under applicable laws, (y) would require the Participant, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of employment, if different), or (z) is administratively burdensome or (b) shares of Common Stock, but the Company may require the Participant to immediately sell such shares of Common Stock if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such shares of Common Stock on the Participant's behalf).

6. **Restriction on Transfer.** Restricted Stock Units shall not be assignable, alienable, saleable, or transferable. The Award shall be transferable only by will or the laws of descent and distribution. If the Participant purports to make any transfer of the Award, except as aforesaid, the Award and all rights thereunder shall terminate immediately. Notwithstanding the foregoing, the Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to receive shares of Common Stock (or cash in lieu thereof as provided in Section 5) with respect to the Restricted Stock Units upon the death of the Participant.

7. **Income Tax Matters.**

(a) Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting and settlement of the Award, and the subsequent sale of any shares of Common Stock acquired pursuant to the Award and (ii) do not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.

(b) Prior to settlement upon the vesting of the Award, if the Participant's country of residence (and country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient number of whole shares of Common Stock otherwise issuable upon the vesting of the Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock (or cash otherwise payable thereunder in the event of cash settlement). Depending on the withholding method specified in the Plan, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that the withholding of shares of Common Stock becomes prohibited under applicable law or otherwise may trigger adverse consequences to the Company or the Employer, the Company and the Employer may withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from the Participant's regular salary and/or wages or any other amounts payable to the Participant, or may require the Participant to personally make payment of the Tax-Related Items required to be withheld. In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock by the Company or through the withholding of cash from the Participant's regular salary and/or wages or other amounts payable to the Participant, no shares of Common Stock will be issued to the Participant (or the Participant's estate) upon vesting or settlement of

the Award unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such Award. If the obligation for the Participant's Tax-Related Items is satisfied by withholding a number of shares of Common Stock as described herein, the Participant shall be deemed to have been issued the full number of shares of Common Stock issuable upon vesting, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of the vesting or any other aspect of the Award.

(c) The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's acquisition of shares of Common Stock that cannot be satisfied by the means described herein. The Company may refuse to deliver any shares of Common Stock due upon settlement of the Award if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described herein. If the Participant is subject to taxation in more than one country, the Participant acknowledges that the Company, the Employer or one or more of their respective Affiliates may be required to withhold or account for Tax-Related Items in more than one country. The Participant hereby consents to any action reasonably taken by the Company and the Employer to meet the Participant's obligation for Tax-Related Items. By accepting this Award, the Participant expressly consents to the withholding of shares of Common Stock and/or withholding from the Participant's regular salary and/or wages or other amounts payable to the Participant as provided for hereunder. All other Tax-Related Items related to the Award and any shares of Common Stock delivered in payment thereof shall be the Participant's sole responsibility.

8. **Legal and Tax Compliance: Cooperation.** If the Participant is a resident and/or employed outside of the United States, the Participant agrees, as a condition of the grant of the Award, to repatriate all payments attributable to the shares of Common Stock acquired under the Plan (including, but not limited to, any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Award) if required by and in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and/or country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consents to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different).

9. **Data Privacy.** The Company is located at 1000 Stanley Drive, New Britain, Connecticut 06053 U.S.A. and grants Awards to acquire shares of Common Stock under the Plan to employees of the Company and its Affiliates, at its sole discretion. In accepting the Award granted under the Plan, the Participant should carefully review the following information about the Company's data processing practices.

(a) **Data Collection, Processing and Usage.** The Company collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards to acquire shares of Common Stock canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or, if different, the Employer ("Personal Information"). If the Company grants the Participant an Award under the Plan, then the Company will collect the Participant's Personal Information for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's legal basis for collecting, processing and using the Participant's Personal Information will be the Company's necessity to execute its contractual obligations under this Award Certificate and to comply with its legal obligations.

(b) **Stock Plan Administration Service Providers.** The Company transfers the Participant's Personal Information as necessary and appropriate to Bank of America Merrill Lynch and its affiliates ("BAML"), an independent service provider based in the United States which assists the Company with

the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. BAML will open an account for the Participant to receive and trade shares of Common Stock the Participant acquires under the Plan. The Participant will be asked to agree to separate terms and data processing practices with BAML, which is a condition of the Participant's ability to participate in the Plan.

(c) **International Data Transfers.** The Participant's Personal Information may be transferred to or otherwise processed in the United States or other jurisdictions besides the Participant's own. The Participant should note that the Participant's country of residence (and country of employment, if different) may have enacted data privacy laws that are different from those of the recipient country. Such transfers will be made pursuant to Company policies and data protection measures as detailed in the Company's Employee Privacy Policy, available by contacting Participant's local HR manager or Global Privacy Office.

(d) **Data Retention.** The Company will use the Participant's Personal Information as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs the Participant's Personal Information, the Company will remove it from its systems.

(e) **Voluntariness.** The Participant's participation in the Plan is purely voluntary. If the Participant elects not to participate in the Plan, the Participant's decision would not affect the Participant's salary as an employee of the Employer or the Participant's career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Individual Rights.** The Participant may have a number of rights under data privacy laws in the Participant's country of residence (and country of employment, if different). Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes pursuant to this Award Certificate, (ii) request to rectify incorrect Personal Information, (iii) request to delete Personal Information, (iv) request to restrict Personal Information processing, and/or (v) lodge complaints with competent authorities in the Participant's country of residence (and country of employment, if different). To receive clarification regarding the Participant's rights or to exercise the Participant's rights, the Participant should contact the Participant's local HR department. A response to the Participant's request will be provided consistent with applicable law.

(g) **SBD Employee Privacy Notice.** All collection and use of the Participant's Personal Information under this Notice is made pursuant to the Company's Employee Privacy Notice (the "Privacy Notice"), which the Participant has previously received. Please see the Privacy Notice for additional information on the Company's policies regarding data retention, data security and other important information.

By accepting the Award as granted under the Plan, the Participant explicitly declares that the Participant has been informed about the collection, processing and use of the Participant's Personal Information by the Company and the transfer of the Participant's Personal Information to the recipients mentioned above, including recipients located in countries that have different data protection rules than in the Participant's country of residence.

10. **Insider Trading/Market Abuse Laws.** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant further acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the shares of Common Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept,

acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., Award) or rights linked to the value of shares of Common Stock, during such times the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Participant's country of residence (or country of employment, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant understands that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company's insider trading policy. The Participant acknowledges that it is the Participant's personal responsibility to comply with any applicable restrictions, and that the Participant should consult with the Participant's personal advisor on this matter.

11. Private Placement. If the Participant is a resident and/or employed outside of the United States, the Participant acknowledges that the grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (country of employment, if different). The Participant further acknowledges that the Company has not submitted any registration statement, prospectus or other filing with any securities authority other than the U.S. Securities and Exchange Commission with respect to the grant of the Award, unless otherwise required under local law. **No employee of the Company is permitted to advise the Participant on whether the Participant should acquire shares of Common Stock under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of shares of Common Stock involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.**

12. Other. The Company shall not be required to issue any certificate or certificates for shares of Common Stock upon settlement of the Restricted Stock Units (i) if the Common Stock is not listed on any national securities exchange, (ii) prior to the completion of any registration or other qualification of such shares of Common Stock under any state or federal law or rulings or regulations of any governmental regulatory body, and (iii) prior to the Company obtaining any consent or approval or other clearance from any governmental agency which the Company shall, in its sole discretion, determine to be necessary or advisable. Shares of Common Stock to be issued in respect of Restricted Stock Units will be issued only in compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities laws, and the Participant shall comply with any requirements imposed by the Committee under such laws. If the Participant qualifies as an "affiliate" (as that term is defined in Rule 144 ("Rule 144") promulgated under the Act), upon demand by the Company, the Participant (or any person acting on the Participant's behalf) shall deliver to the Treasurer at the time of settlement of the Restricted Stock Units a written representation that the Participant will acquire shares of Common Stock pursuant to the Plan for the Participant's own account, that the Participant is not taking the shares of Common Stock with a view to distribution and that the Participant will dispose of the shares of Common Stock only in compliance with Rule 144.

13. No Right to Continued Employment. This Award does not confer on the Participant any right with respect to the continuation of employment with the Company or any Affiliate, nor will it interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time.

14. Governing Law; Venue. The Plan, this Award Certificate and all determinations made and actions taken pursuant to the Plan or Award Certificate shall be determined in accordance with the laws of the State of Connecticut and applicable Federal law. Any disputes regarding this Award, the Award Certificate or the Plan shall be brought only in the United States in the state or federal courts of the State of Connecticut.

15. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
16. **Binding Effect.** The grant of this Award shall be binding and effective only if this Award Certificate is executed by or delivered on behalf of the Company.
17. **Definitions.** As used in this Award Certificate:
- (a) "Disability" has the meaning provided in Section 22(e)(3) of the Code, or any successor provision.
 - (b) "Divestiture" means the consummation of a sale or other disposition of a subsidiary, division, business unit, or other organizational unit, whether such disposition is effected by means of a sale of assets, a sale of subsidiary equity or other ownership interest, or otherwise, in each case that is designated by the Company, in its sole discretion, as a "Divestiture." For the avoidance of doubt, any transaction that is a Change in Control shall not constitute a Divestiture.
 - (c) "Qualifying Divestiture Termination" means a termination of the Participant's employment with the Company and its Affiliates in connection with a Divestiture as a result of (i) the Participant becoming employed by the purchaser in such Divestiture or its affiliate immediately following the Divestiture; (ii) the Participant not receiving qualifying offer of employment from the purchaser in such Divestiture or its affiliate, as determined by the Company, in its sole discretion; or (iii) Participant's employing entity ceasing to be an Affiliate of the Company as a result of the Divestiture.
 - (d) "Retirement" means the Participant's termination of employment with the Company and each of its Affiliates after (i) attaining the age of 55 and completing 10 years of service, or (ii) attaining the age of 60 and completing five or more years of service.
18. **English Language.** If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Award Certificate, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If the Participant has received this Award Certificate, the Plan or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different from the English version, the meaning of the English version shall control.
19. **Clawback/Recoupment Policy.** Notwithstanding any other provision of this Award Certificate to the contrary, the Participant acknowledges and agrees that all shares of Common Stock acquired pursuant to the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy of the Company currently in effect or as may be adopted by the Company, to the extent applicable (including, without limitation, the Stanley Black & Decker, Inc. Financial Statement Compensation Recoupment Policy) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall require the Participant's prior consent. For purposes of the foregoing, the Participant expressly and explicitly authorizes (i) the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Committee to hold the Participant's shares of Common Stock, and other amounts acquired under the Plan to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to the Company, and (ii) the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including without limitation by reducing any amount that is or may become payable to the Participant. The Participant further agrees to comply with any request or demand for repayment by any Affiliate in order to comply with such policies or applicable law. To the extent that the terms of this Award Certificate and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail.

20. **Addendum.** Notwithstanding any provisions of this Award Certificate to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in an applicable Addendum to this Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected in an Addendum to this Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Addendum shall constitute part of this Award Certificate.

21. **Additional Requirements: Amendments.** The Company reserves the right to impose other requirements on the Award, any shares of Common Stock acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing. In addition, the Company reserves the right to amend the terms and conditions reflected in this Award Certificate, without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially affect the Participant's rights under the Award except as otherwise permitted under the Plan or this Award Certificate.

22. **Nature of the Grant.** In accepting the Award, the Participant hereby acknowledges that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be terminated, suspended or amended by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Award is voluntary and does not create any contractual or other right to receive future Awards or benefits in lieu of an Award, even if Awards have been granted in the past;
- (c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;
- (d) the grant of the Awards and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Affiliate shall not interfere with the ability of the Company, the Employer or any other Affiliate to terminate the Participant's employment relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Participant's employment and the Participant's employment contract, if any;
- (h) the Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;
- (i) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty and the value of such shares of Common Stock acquired under the Plan may increase or decrease in the future;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);

(k) on the date of termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), the Participant's right to participate in the Plan, if any, will terminate (for purposes of the foregoing, the Committee shall have exclusive discretion to determine the effective date the Participant is no longer an employee);

(l) neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the shares of Common Stock acquired or sold under the Plan;

(m) in consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award, or recoupment of any shares of Common Stock acquired under the Plan, or diminution in value of the Award or shares of Common Stock acquired upon vesting of the Award resulting from (A) termination of employment by the Company or the Employer, as applicable (for any reason whatsoever and whether or not in breach of applicable labor laws), and / or (B) the application of any recoupment policy or any recovery or clawback policy otherwise required by law, and the Participant hereby irrevocably releases the Company, the Employer and any Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by acceptance of the Award, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim; and

(n) in the event of termination of the Participant's employment with the Company (whether or not in breach of local labor laws), the Participant's right to receive the Award and vest in the Award under the Plan, if any, will terminate effective as of the date of termination of the Participant's active employment as determined in the discretion of the Committee unless otherwise provided in this Award Certificate or the Plan; furthermore, in the event of termination of the Participant's employment (regardless of any contractual or local law requirements), the Participant's right to vest in the Award after such termination, if any, will be measured by the date of termination of the Participant's active employment; the Committee will have the discretion to determine the date of termination of the Participant's active employment for purposes of the Award.

23. Section 409A. For the avoidance of doubt, if the Participant is subject to U.S. income taxation and is a "specified employee" (within the meaning of Section 409A of the Code) at the time of the Participant's separation from service, and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code, then the Company will not pay such amount on the otherwise scheduled settlement date, but will instead pay it, without interest, on the first business day of the seventh month after the Participant's separation from service or, if earlier, on the Participant's death. In addition, if the Participant is subject to U.S. income taxation and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation, any vesting and settlement acceleration of such deferred compensation upon the Participant's termination of employment shall not be effective unless such termination of employment also constitutes a separation from service under Section 409A of the Code.

24. Acceptance. By electronically accepting the grant of this Award, the Participant affirmatively and expressly acknowledges that the Participant has read this Award Certificate, the Addendum to the Award Certificate (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein. The Participant also affirmatively and expressly acknowledges that the Company, in its sole discretion, may amend the terms and conditions reflected in this Award Certificate without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not

materially impair the Participant's rights under the Award, and the Participant agrees to be bound by such amendment regardless of whether notice is given to the Participant of such change.

25. **Miscellaneous.** All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Award shall be binding, conclusive and final. The waiver by the Company of any provision of this Award shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of the Award. The Participant agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Award.

Stock Option Award Certificate

Subject to the terms and conditions set forth in this certificate,

*/\$ParticipantName\$/ has been awarded an Option to purchase **/\$AwardsGranted\$/** shares of Common Stock as follows:*

Grant Date: **/\$GrantDate\$/**

Expiration Date: **/\$ExpirationDate\$/**

Purchase Price Per Share: **/\$GrantPrice\$/**

Vests: as set forth in your Equity Plan account for this Option grant

Stanley Black & Decker, Inc.

As a member of the Stanley Black & Decker team, your skills and contributions are vital to our Company's and its Shareholders' continued success. This award of stock options provides you with the opportunity to earn significant financial rewards for your efforts and contributions to making Stanley Black & Decker the most successful company it can be.

NON-QUALIFIED STOCK OPTION TERMS

1. **Grant of Option.** This certifies that Stanley Black & Decker, Inc. (the "Company") has on the Grant Date granted to the Participant named above in this Award Certificate the option (the "Option") to purchase, on or before the Expiration Date at the Purchase Price per Share of the Company's common stock, par value \$2.50 per share (the "Common Stock") all as set forth in this Award Certificate. The Option is granted subject to the following terms and conditions and the terms and conditions of the Company's 2024 Omnibus Award Plan, as amended from time to time (the "Plan"). A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award Certificate, the terms of the Plan shall govern. For purposes of this Award Certificate, if the Participant is not employed by the Company, "Employer" means the Affiliate that employs the Participant. All capitalized terms used in this Award Certificate which are not defined in this Award Certificate (including Section 17 herein) shall have the meanings given them in the Plan unless the context clearly requires otherwise.

2. **Vesting; Exercisability.** Subject to the terms and conditions of this Award Certificate and the Plan, the Option shall vest and become exercisable in the amounts and on the first anniversary of the date of grant, provided the Participant remains continuously employed by the Company or an Affiliate until the applicable vesting date. Once vested, the vested portion of the Option may be exercised, from time to time, from the applicable vesting date until the earlier of (i) the Expiration Date or (ii) the applicable date described below in Section 4 regarding termination of employment. Shares of Common Stock may be purchased hereunder only to the extent that this Option has become vested.

3. **Termination of Employment.**

(a) **General.** If, prior to vesting of the Option pursuant to Section 2, the Participant ceases to be continuously employed by either the Company or an Affiliate for any reason other than as provided below in this Section 3, then the unvested portion of the Option shall be immediately and irrevocably forfeited. Approved leaves of absence or employment transfers between the Company or an Affiliate (or vice versa) shall not be deemed terminations or interruptions of employment for vesting of the Option.

(b) **Death and Disability.** Upon the Participant's death or if the Participant's employment is terminated as a result of the Participant's Disability, the Option shall become immediately vested in full.

(c) **Retirement.** Upon the Participant's Retirement, the Option shall become immediately vested in full.

(d) **Divestiture.** If, prior to the vesting date for any portion of the Option, the Participant's employment with the Company and its Affiliates terminates as a result of a Qualifying Divestiture Termination, then a pro-rata portion of each unvested tranche of the Options shall become immediately vested in an amount equal to (i) the total number of Options in such tranche subject to this Award Certificate, multiplied by (ii) a fraction, the numerator of which is the number of the Participant's completed full months of service from the Grant Date to the date of the Qualifying Divestiture Termination and the denominator of which is the number of full months between the Grant Date to the originally scheduled vesting date of such tranche under this Award Certificate. Any Options remaining unvested as of the date of the Participant's termination due to the Divestiture after the application of this Section 3(d) will be forfeited.

4. **Exercisability Following Termination of Employment.** Notwithstanding any other provisions:

(a) **General.** If the Participant ceases to be continuously employed by either the Company or an Affiliate for any reason other than Retirement, death, Disability, the Participant may exercise the

portion of the Option that has become vested as of the Participant's termination date (after giving effect to Section 3) until the earlier of (i) the Expiration Date or (ii) 60 days following such termination date.

(b) **Retirement, death, and Disability.** If the Participant's employment terminates due to Retirement, death or Disability, the Participant (or, following the Participant's death, the person designated in the Participant's last will and testament or if no person is designated, the Participant's estate) may exercise the vested Option until the Expiration Date.

(c) **Company Obligation.** In the event the Option is exercised by the executors, administrators, legatees or distributees of the estate of the Participant, the Company shall be under no obligation to issue shares unless the Company is satisfied that the person or persons exercising the Option are the duly appointed legal representatives of the Participant's estate or the proper legatees or distributees thereof.

5. **Process of Exercise.** The vested portion of the Option may be exercised, in whole or in part, by written notification to the Company's Treasurer at the Company's executive offices in New Britain, Connecticut, or by any other procedure established by the Company from time to time. Such notification shall (i) specify the number of shares of Common Stock with respect to which the Option is being exercised, and (ii) be accompanied by payment for such shares of Common Stock. Such notification shall be effective upon its receipt by the Treasurer or any other party designated by the Treasurer on or before the Expiration Date. The Option may not be exercised with respect to a fractional share or with respect to the lesser of 100 shares or the balance of the shares then covered by the Option. In the event the Expiration Date falls on a day which is not a regular business day at the Company's executive offices in New Britain, Connecticut, then such written notification must be received at such office on or before the last regular business day prior to the Expiration Date. Payment is to be made by check payable to the order of Stanley Black & Decker, Inc. or by one of the alternative methods of payment described in the Plan and acceptable to the Committee. No shares of Common Stock shall be issued on exercise of the Option until full payment for such shares of Common Stock has been made and all checks delivered in payment therefor have been collected. The Participant shall not have any rights of a shareholder with respect to the Option, including but not limited to, the right to vote or to receive dividends, until stock certificates have been issued to the Participant or the Participant's ownership has been otherwise recorded.

6. **Transferability.** Except as otherwise provided in the Plan, the Option is not transferable by the Participant otherwise than (a) by will or by the laws of descent and distribution, (b) pursuant to a domestic relations order, or (c) following the Participant's Retirement, in whole or in part and without payment of consideration, to the Participant's Immediate Family Members. More particularly (but without limiting the generality of the foregoing), the Option may not be assigned, transferred (except as provided above), pledged or hypothecated in any way, shall not be assignable by operation of law and shall not be subject to execution, attachment or similar process. The Company reserves the right to charge administrative fees in respect of such transfers.

7. **Income Tax Matters.**

(a) Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant of the Option, the exercise of the Option, the subsequent sale of any shares of Common Stock acquired pursuant to the Option and (ii) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

(b) Prior to the delivery of shares of Common Stock upon the exercise of the Option, if the Participant's country of residence (and country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient number of whole shares of Common Stock

otherwise issuable upon the exercise of the Option that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. Depending on the withholding method specified in the Plan, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that the withholding of shares of Common Stock becomes prohibited under applicable law or otherwise may trigger adverse consequences to the Company or the Employer, the Company and the Employer may withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from the Participant's regular salary and/or wages or any other amounts payable to the Participant, or may require the Participant to personally make payment of the Tax-Related Items required to be withheld. In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock by the Company or through the withholding of cash from the Participant's regular salary and/or wages or other amounts payable to the Participant, no shares of Common Stock will be issued to the Participant (or the Participant's estate) upon exercise of the Option unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such Option. If the obligation for the Participant's Tax-Related Items is satisfied by withholding a number of shares of Common Stock as described herein, the Participant shall be deemed to have been issued the full number of shares of Common Stock issuable upon exercise, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of the exercise or any other aspect of the Option.

(c) The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's acquisition of shares of Common Stock that cannot be satisfied by the means described herein. The Company may refuse to deliver any shares of Common Stock due upon exercise of the Option if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described herein. If the Participant is subject to taxation in more than one country, the Participant acknowledges that the Company, the Employer or one or more of their respective Affiliates may be required to withhold or account for Tax-Related Items in more than one country. The Participant hereby consents to any action reasonably taken by the Company and the Employer to meet the Participant's obligation for Tax-Related Items. By accepting this Option, the Participant expressly consents to the withholding of shares of Common Stock and/or withholding from the Participant's regular salary and/or wages or other amounts payable to the Participant as provided for hereunder. All other Tax-Related Items related to the Option and any shares of Common Stock delivered in payment thereof shall be the Participant's sole responsibility.

8. Legal and Tax Compliance: Cooperation. If the Participant is a resident and/or employed outside of the United States, the Participant agrees, as a condition of the grant of the Option, to repatriate all payments attributable to the shares of Common Stock acquired under the Plan (including, but not limited to, any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Option) if required by and in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and/or country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consents to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different).

9. Data Privacy. The Company is located at 1000 Stanley Drive, New Britain Connecticut 06053 U.S.A. and grants Options to acquire shares of Common Stock under the Plan to employees of the Company and its Affiliates, at its sole discretion. In accepting the Option granted under the Plan, the Participant should carefully review the following information about the Company's data processing practices.

(a) **Data Collection, Processing and Usage.** The Company collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Options to acquire shares of Common Stock canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or, if different, the Employer ("Personal Information"). If the Company grants the Participant an Option under the Plan, then the Company will collect the Participant's Personal Information for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's legal basis for collecting, processing and using the Participant's Personal Information will be the Company's necessity to execute its contractual obligations under this Award Certificate and to comply with its legal obligations.

(b) **Stock Plan Administration Service Providers.** The Company transfers the Participant's Personal Information as necessary and appropriate to Bank of America Merrill Lynch and its affiliates ("BAML"), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. BAML will open an account for the Participant to receive and trade shares of Common Stock the Participant acquires under the Plan. The Participant will be asked to agree to separate terms and data processing practices with BAML, which is a condition of the Participant's ability to participate in the Plan.

(c) **International Data Transfers.** The Participant's Personal Information may be transferred to or otherwise processed in the United States or other jurisdictions besides the Participant's own. The Participant should note that the Participant's country of residence (and country of employment, if different) may have enacted data privacy laws that are different from those of the recipient country. Such transfers will be made pursuant to Company policies and data protection measures as detailed in the Company's Employee Privacy Policy, available by contacting the Participant's local HR manager or Global Privacy Office.

(d) **Data Retention.** The Company will use the Participant's Personal Information as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs the Participant's Personal Information, the Company will remove it from its systems.

(e) **Voluntariness.** The Participant's participation in the Plan is purely voluntary. If the Participant elects not to participate in the Plan, the Participant's decision would not affect the Participant's salary as an employee of the Employer or the Participant's career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Individual Rights.** The Participant may have a number of rights under data privacy laws in the Participant's country of residence (and country of employment, if different). Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes pursuant to this Award Certificate, (ii) request to rectify incorrect Personal Information, (iii) request to delete Personal Information, (iv) request to restrict Personal Information processing, and/or (v) lodge complaints with competent authorities in the Participant's country of residence (and country of employment, if different). To receive clarification regarding the Participant's rights or to exercise the Participant's rights, the Participant should contact the Participant's local HR department. A response to the Participant's request will be provided consistent with applicable law.

(g) **SBD Employee Privacy Notice.** All collection and use of the Participant's Personal Information under this Notice is made pursuant to the Company's Employee Privacy Notice (the "Privacy Notice"), which the Participant has previously received. Please see the Privacy Notice for additional information on the Company's policies regarding data retention, data security and other important information.

By accepting the Option as granted under the Plan, the Participant explicitly declares that the Participant has been informed about the collection, processing and use of the Participant's Personal Information by the Company and the transfer of the Participant's Personal Information to the recipients mentioned above, including recipients located in countries that have different data protection rules than in the Participant's country of residence.

10. **Insider Trading/Market Abuse Laws.** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant further acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the shares of Common Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to purchase shares of Common Stock (e.g., Option) or rights linked to the value of shares of Common Stock, during such times the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Participant's country of residence (or country of employment, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant understands that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company's insider trading policy. The Participant acknowledges that it is the Participant's personal responsibility to comply with any applicable restrictions, and that the Participant should consult with the Participant's personal advisor on this matter.

11. **Private Placement.** If the Participant is a resident and/or employed outside of the United States, the Participant acknowledges that the grant of the Option is not intended to be a public offering of securities in the Participant's country of residence (country of employment, if different). The Participant further acknowledges that the Company has not submitted any registration statement, prospectus or other filing with any securities authority other than the U.S. Securities and Exchange Commission with respect to the grant of the Option, unless otherwise required under local law. No employee of the Company is permitted to advise the Participant on whether the Participant should acquire shares of Common Stock under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Option. The acquisition of shares of Common Stock involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Participant should carefully review all of the materials related to the Option and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.

12. **Other.** The Company shall not be required to issue any certificate or certificates for shares of Common Stock upon settlement of the Options (i) if the Common Stock is not listed on any national securities exchange, (ii) prior to the completion of any registration or other qualification of such shares of Common Stock under any state or federal law or rulings or regulations of any governmental regulatory body, and (iii) prior to the Company obtaining any consent or approval or other clearance from any governmental agency which the Company shall, in its sole discretion, determine to be necessary or advisable. Shares of Common Stock to be issued in respect of Options will be issued only in compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities laws, and the Participant shall comply with any requirements imposed by the Committee under such laws. If the Participant qualifies as an "affiliate" (as that term is defined in Rule 144 ("Rule 144") promulgated under the Act), upon demand by the Company, the Participant (or any person acting on the Participant's behalf) shall deliver to the Treasurer at the time of settlement of the Options a written representation that the Participant will acquire shares of Common Stock pursuant to the Plan for the Participant's own account, that the Participant is not taking the shares with a view to distribution and that the Participant will dispose of the shares of Common Stock only in compliance with Rule 144.

13. **No Right to Continued Employment.** The Option does not confer upon the Participant any right with respect to continuation of employment with the Company or any Affiliate, nor will not interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time.
14. **Governing Law; Venue.** The Plan, this Award Certificate and all determinations made and actions taken pursuant to the Plan or Award Certificate shall be determined in accordance with the laws of the State of Connecticut and applicable Federal law. Any disputes regarding this Option, the Award Certificate or the Plan shall be brought only in the United States in the state or federal courts of the State of Connecticut.
15. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Option or other Options granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
16. **Binding Effect.** The grant of this Option shall be binding and effective only if this Award Certificate is executed by or delivered on behalf of the Company.
17. **Definitions.** As used in this Award Certificate:
- (a) "Disability" has the meaning provided in Section 22(e)(3) of the Code, or any successor provision.
 - (b) "Divestiture" means the consummation of a sale or other disposition of a subsidiary, division, business unit, or other organizational unit, whether such disposition is effected by means of a sale of assets, a sale of subsidiary equity or other ownership interest, or otherwise, in each case that is designated by the Company, in its sole discretion, as a "Divestiture." For the avoidance of doubt, any transaction that is a Change in Control shall not constitute a Divestiture.
 - (c) "Qualifying Divestiture Termination" means a termination of the Participant's employment with the Company and its Affiliates in connection with a Divestiture as a result of (i) the Participant becoming employed by the purchaser in such Divestiture or its affiliate immediately following the Divestiture; (ii) the Participant not receiving qualifying offer of employment from the purchaser in such Divestiture or its affiliate, as determined by the Company, in its sole discretion; or (iii) Participant's employing entity ceasing to be an Affiliate of the Company as a result of the Divestiture.
 - (d) "Retirement" means the Participant's termination of employment with the Company and each of its Affiliates on or after September 30, 2026 and after (i) attaining the age of 55 and completing 10 years of service, or (ii) attaining the age of 60 and completing five or more years of service.
18. **English Language.** If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Award Certificate, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Option, be drawn up in English. If the Participant has received this Award Certificate, the Plan or any other documents related to the Option translated into a language other than English, and if the meaning of the translated version is different from the English version, the meaning of the English version shall control.
19. **Clawback/Recoupment Policy.** Notwithstanding any other provision of this Award Certificate to the contrary, the Participant acknowledges and agrees that all shares of Common Stock acquired pursuant to the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy of the Company currently in effect or as may be adopted by the Company, to the extent applicable (including, without limitation, the Stanley Black & Decker, Inc. Financial Statement Compensation Recoupment Policy) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall require the Participant's prior consent. For purposes of the foregoing, the Participant expressly and explicitly authorizes (i) the Company to issue instructions, on the Participant's behalf, to

any brokerage firm and/or third party administrator engaged by the Committee to hold the Participant's shares of Common Stock, and other amounts acquired under the Plan to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to the Company, and (ii) the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including without limitation by reducing any amount that is or may become payable to the Participant. The Participant further agrees to comply with any request or demand for repayment by any Affiliate in order to comply with such policies or applicable law. To the extent that the terms of this Award Certificate and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail.

20. Addendum. Notwithstanding any provisions of this Award Certificate to the contrary, the Option shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in an applicable Addendum to this Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected in an Addendum to this Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Addendum shall constitute part of this Award Certificate.

21. Additional Requirements; Amendments. The Company reserves the right to impose other requirements on the Option, any shares of Common Stock acquired pursuant to the Option and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Option and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing. In addition, the Company reserves the right to amend the terms and conditions reflected in this Award Certificate, without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially affect the Participant's rights under the Option except as otherwise permitted under the Plan or this Award Certificate.

22. Nature of the Grant. In accepting the Option, the Participant hereby acknowledges that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be terminated, suspended or amended by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Option is voluntary and does not create any contractual or other right to receive future Options or benefits in lieu of an Option, even if Options have been granted in the past;
- (c) all decisions with respect to future Options or other grants, if any, will be at the sole discretion of the Company;
- (d) the grant of the Options and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Affiliate shall not interfere with the ability of the Company, the Employer or any other Affiliate to terminate the Participant's employment relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Participant's employment and the Participant's employment contract, if any;

(h) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;

(i) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty and the value of such shares of Common Stock acquired under the Plan may increase or decrease in the future;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);

(k) on the date of termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), the Participant's right to participate in the Plan, if any, will terminate (for purposes of the foregoing, the Committee shall have exclusive discretion to determine the effective date the Participant is no longer an employee);

(l) neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the shares of Common Stock acquired or sold under the Plan;

(m) in consideration of the grant of the Option, no claim or entitlement to compensation or damages shall arise from termination of the Option, or recoupment of any shares of Common Stock acquired under the Plan, or diminution in value of the Option or shares of Common Stock acquired upon vesting of the Option resulting from (A) termination of employment by the Company or the Employer, as applicable (for any reason whatsoever and whether or not in breach of applicable labor laws), and / or (B) the application of any recoupment policy or any recovery or clawback policy otherwise required by law, and the Participant hereby irrevocably releases the Company, the Employer and any Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by acceptance of the Option, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim; and

(n) in the event of termination of the Participant's employment with the Company (whether or not in breach of local labor laws), the Participant's right to receive the Option and vest in the Option under the Plan, if any, will terminate effective as of the date of termination of the Participant's active employment as determined in the discretion of the Committee unless otherwise provided in this Award Certificate or the Plan; furthermore, in the event of termination of the Participant's employment (regardless of any contractual or local law requirements), the Participant's right to vest in the Option after such termination, if any, will be measured by the date of termination of the Participant's active employment; the Committee will have the discretion to determine the date of termination of the Participant's active employment for purposes of the Option.

23. Section 409A. For the avoidance of doubt, if the Participant is subject to U.S. income taxation and is a "specified employee" (within the meaning of Section 409A of the Code) at the time of the Participant's separation from service, and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code, then the Company will not pay such amount on the otherwise scheduled settlement date, but will instead pay it, without interest, on the first business day of the seventh month after the Participant's separation from service or, if earlier, on the Participant's death. In addition, if the Participant is subject to U.S. income taxation and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation, any vesting and settlement acceleration of

such deferred compensation upon the Participant's termination of employment shall not be effective unless such termination of employment also constitutes a separation from service under Section 409A of the Code.

24. Acceptance By electronically accepting the grant of this Option, the Participant affirmatively and expressly acknowledges that the Participant has read this Award Certificate, the Addendum to the Award Certificate (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein. The Participant also affirmatively and expressly acknowledges that the Company, in its sole discretion, may amend the terms and conditions reflected in this Award Certificate without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially impair the Participant's rights under the Option, and the Participant agrees to be bound by such amendment regardless of whether notice is given to the Participant of such change.

25. Miscellaneous All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Option shall be binding, conclusive and final. The waiver by the Company of any provision of this Option shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of the Option. The Participant agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Option.

StanleyBlack&Decker

2024 Omnibus Award Plan

Restricted Stock Unit Award Certificate

Subject to the terms and conditions set forth in this certificate,

/\$ParticipantName\$/ has been awarded **/\$AwardsGranted\$/** Restricted Stock Units as follows:

Grant Date: **/\$GrantDate\$/**

Vests: as set forth in your Equity Plan account for this Award

Stanley Black & Decker, Inc.

As a member of the Stanley Black & Decker team, your skills and contributions are vital to our Company's and its Shareholders' continued success. This award of restricted stock units provides you with the opportunity to earn significant financial rewards for your efforts and contributions to making Stanley Black & Decker the most successful company it can be.

RESTRICTED STOCK UNIT AWARD TERMS

1. **Grant of Restricted Stock Units.** This certifies that Stanley Black & Decker, Inc. (the "Company") has on the Award Date specified in this Award Certificate granted to the Participant named above an award (the "Award") of that number of Restricted Stock Units indicated in this Award Certificate, subject to certain restrictions and on the terms and conditions contained in this Award Certificate and the 2024 Omnibus Award Plan, as amended from time to time (the "Plan"). A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award Certificate, the terms of the Plan shall govern. For purposes of this Award Certificate, if the Participant is not employed by the Company, "Employer" means the Affiliate that employs the Participant. All capitalized terms used in this Award Certificate which are not defined in this Award Certificate (including Section 17 herein) shall have the meanings given them in the Plan unless the context clearly requires otherwise.

2. **Dividend Equivalents/No Shareholder Rights.** Amounts equal to the dividends and distributions paid on shares of the Company's common stock, \$2.50 par value per share (the "Common Stock"), shall be accrued for the benefit of the Participant to the same extent as if each Restricted Stock Unit then held by Participant was a share of Common Stock and shall vest and be distributed to the Participant in cash as, and to the extent that, the underlying Restricted Stock Unit(s) vest. Subject to the foregoing, the Participant shall not have any other rights of a shareholder, including but not limited to, the right to vote, with respect to the Restricted Stock Units or any shares of Common Stock subject to the Restricted Stock Units, until stock certificates, if any, have been issued to the Participant or Participant's ownership has been otherwise recorded in settlement of such Restricted Stock Units.

3. **Vesting.** Subject to the terms and conditions of this Award Certificate and the Plan, the Restricted Stock Units shall vest on the first anniversary of the date of grant, provided the Participant remains continuously employed by the Company or an Affiliate until the applicable vesting date.

4. **Termination of Employment.**

(a) **General.** If, prior to vesting of the Restricted Stock Units pursuant to Section 3, the Participant ceases to be continuously employed by either the Company or an Affiliate for any reason other than as provided below in this Section 4, then the Participant's rights to all of the unvested Restricted Stock Units shall be immediately and irrevocably forfeited and no shares of Common Stock shall be issued in respect thereof. Approved leaves of absence or employment transfers between the Company or an Affiliate (or vice versa) shall not be deemed terminations or interruptions of employment for vesting of the Restricted Stock Units.

(b) **Death and Disability.** Upon the Participant's death or if the Participant's employment is terminated as a result of the Participant's Disability, the Restricted Stock Units shall become immediately vested in full.

(c) **Retirement.** Upon the Participant's Retirement, the Restricted Stock Units shall become immediately vested in full.

(d) **Divestiture.** If, prior to the vesting date for any portion of the Restricted Stock Units, the Participant's employment with the Company and its Affiliates terminates as a result of a Qualifying Divestiture Termination, then a pro-rata portion of each unvested tranche of the Restricted Stock Units shall become immediately vested in an amount equal to (i) the total number of Restricted Stock Units in such tranche subject to this Award Certificate, multiplied by (ii) a fraction, the numerator of which is the number of the Participant's completed full months of service from the Grant Date to the date of the Participant's Qualifying Divestiture Termination and the denominator of which is the number of full months between the Grant Date to the originally-scheduled vesting date of such tranche under this Award Certificate. Any Restricted Stock Units remaining unvested as of the date of the Participant's termination due to the Divestiture after the application of this Section 4(d) will be forfeited.

5. **Settlement of Restricted Stock Units.** The vested Restricted Stock Units will be settled as soon as reasonably practicable (but in no event later than 30 days) following the earlier to occur of (i) the applicable originally-scheduled vesting date, or (ii) the Participant's separation from service with the Company (determined in accordance with Section 409A of the Code), in each case, at which time the applicable Restricted Stock Units shall be cancelled and in exchange therefor the Company shall cause a number of shares of Common Stock equal to the number of the Restricted Stock Units then cancelled to be issued to the Participant in book-entry form. Notwithstanding the foregoing, the Committee may, in its sole discretion, settle each vested Restricted Stock Unit in the form of: (a) cash, to the extent settlement in shares of Common Stock (x) becomes prohibited under applicable laws, (y) would require the Participant, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of employment, if different), or (z) is administratively burdensome or (b) shares of Common Stock, but the Company may require the Participant to immediately sell such shares of Common Stock if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such shares of Common Stock on the Participant's behalf).

6. **Restriction on Transfer.** Restricted Stock Units shall not be assignable, alienable, saleable, or transferable. The Award shall be transferable only by will or the laws of descent and distribution. If the Participant purports to make any transfer of the Award, except as aforesaid, the Award and all rights thereunder shall terminate immediately. Notwithstanding the foregoing, the Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to receive shares of Common Stock (or cash in lieu thereof as provided in Section 5) with respect to the Restricted Stock Units upon the death of the Participant.

7. **Income Tax Matters.**

(a) Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting and settlement of the Award, and the subsequent sale of any shares of Common Stock acquired pursuant to the Award and (ii) do not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.

(b) Prior to settlement upon the vesting of the Award, if the Participant's country of residence (and country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient number of whole shares of Common Stock otherwise issuable upon the vesting of the Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock (or cash otherwise payable thereunder in the event of cash settlement). Depending on the withholding method specified in the Plan, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that the withholding of shares of Common Stock becomes prohibited under applicable law or otherwise may trigger adverse consequences to the Company or the Employer, the Company and the Employer may withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from the Participant's regular salary and/or wages or any other amounts payable to the Participant, or may require the Participant to personally make payment of the Tax-Related Items required to be withheld. In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock by the Company or through the withholding of cash from the Participant's regular salary and/or wages or other amounts payable to the Participant, no shares of Common Stock will be issued to the Participant (or the Participant's estate) upon vesting or settlement of the Award unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such Award. If

the obligation for the Participant's Tax-Related Items is satisfied by withholding a number of shares of Common Stock as described herein, the Participant shall be deemed to have been issued the full number of shares of Common Stock issuable upon vesting, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of the vesting or any other aspect of the Award.

(c) The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's acquisition of shares of Common Stock that cannot be satisfied by the means described herein. The Company may refuse to deliver any shares of Common Stock due upon settlement of the Award if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items as described herein. If the Participant is subject to taxation in more than one country, the Participant acknowledges that the Company, the Employer or one or more of their respective Affiliates may be required to withhold or account for Tax-Related Items in more than one country. The Participant hereby consents to any action reasonably taken by the Company and the Employer to meet the Participant's obligation for Tax-Related Items. By accepting this Award, the Participant expressly consents to the withholding of shares of Common Stock and/or withholding from the Participant's regular salary and/or wages or other amounts payable to the Participant as provided for hereunder. All other Tax-Related Items related to the Award and any shares of Common Stock delivered in payment thereof shall be the Participant's sole responsibility.

8. Legal and Tax Compliance: Cooperation. If the Participant is a resident and/or employed outside of the United States, the Participant agrees, as a condition of the grant of the Award, to repatriate all payments attributable to the shares of Common Stock acquired under the Plan (including, but not limited to, any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Award) if required by and in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and/or country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consents to any and all actions taken by the Company and its Affiliates, as may be required to allow the Company and its Affiliates to comply with local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and/or country of employment, if different).

9. Data Privacy. The Company is located at 1000 Stanley Drive, New Britain, Connecticut 06053 U.S.A. and grants Awards to acquire shares of Common Stock under the Plan to employees of the Company and its Affiliates, at its sole discretion. In accepting the Award granted under the Plan, the Participant should carefully review the following information about the Company's data processing practices.

(a) **Data Collection, Processing and Usage.** The Company collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards to acquire shares of Common Stock canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or, if different, the Employer ("Personal Information"). If the Company grants the Participant an Award under the Plan, then the Company will collect the Participant's Personal Information for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's legal basis for collecting, processing and using the Participant's Personal Information will be the Company's necessity to execute its contractual obligations under this Award Certificate and to comply with its legal obligations.

(b) **Stock Plan Administration Service Providers.** The Company transfers the Participant's Personal Information as necessary and appropriate to Bank of America Merrill Lynch and its affiliates ("BAML"), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. BAML will open an account for the Participant to receive and trade shares of Common Stock

the Participant acquires under the Plan. The Participant will be asked to agree to separate terms and data processing practices with BAML, which is a condition of the Participant's ability to participate in the Plan.

(c) **International Data Transfers.** The Participant's Personal Information may be transferred to or otherwise processed in the United States or other jurisdictions besides the Participant's own. The Participant should note that the Participant's country of residence (and country of employment, if different) may have enacted data privacy laws that are different from those of the recipient country. Such transfers will be made pursuant to Company policies and data protection measures as detailed in the Company's Employee Privacy Policy, available by contacting Participant's local HR manager or Global Privacy Office.

(d) **Data Retention.** The Company will use the Participant's Personal Information as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs the Participant's Personal Information, the Company will remove it from its systems.

(e) **Voluntariness.** The Participant's participation in the Plan is purely voluntary. If the Participant elects not to participate in the Plan, the Participant's decision would not affect the Participant's salary as an employee of the Employer or the Participant's career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Individual Rights.** The Participant may have a number of rights under data privacy laws in the Participant's country of residence (and country of employment, if different). Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes pursuant to this Award Certificate, (ii) request to rectify incorrect Personal Information, (iii) request to delete Personal Information, (iv) request to restrict Personal Information processing, and/or (v) lodge complaints with competent authorities in the Participant's country of residence (and country of employment, if different). To receive clarification regarding the Participant's rights or to exercise the Participant's rights, the Participant should contact the Participant's local HR department. A response to the Participant's request will be provided consistent with applicable law.

(g) **SBD Employee Privacy Notice.** All collection and use of the Participant's Personal Information under this Notice is made pursuant to the Company's Employee Privacy Notice (the "Privacy Notice"), which the Participant has previously received. Please see the Privacy Notice for additional information on the Company's policies regarding data retention, data security and other important information.

By accepting the Award as granted under the Plan, the Participant explicitly declares that the Participant has been informed about the collection, processing and use of the Participant's Personal Information by the Company and the transfer of the Participant's Personal Information to the recipients mentioned above, including recipients located in countries that have different data protection rules than in the Participant's country of residence.

10. Insider Trading/Market Abuse Laws. By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant further acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the shares of Common Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., Award) or rights linked to the value of shares of Common Stock, during such times the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in

the Participant's country of residence (or country of employment, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant understands that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company's insider trading policy. The Participant acknowledges that it is the Participant's personal responsibility to comply with any applicable restrictions, and that the Participant should consult with the Participant's personal advisor on this matter.

11. Private Placement. If the Participant is a resident and/or employed outside of the United States, the Participant acknowledges that the grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (country of employment, if different). The Participant further acknowledges that the Company has not submitted any registration statement, prospectus or other filing with any securities authority other than the U.S. Securities and Exchange Commission with respect to the grant of the Award, unless otherwise required under local law. **No employee of the Company is permitted to advise the Participant on whether the Participant should acquire shares of Common Stock under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of shares of Common Stock involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.**

12. Other. The Company shall not be required to issue any certificate or certificates for shares of Common Stock upon settlement of the Restricted Stock Units (i) if the Common Stock is not listed on any national securities exchange, (ii) prior to the completion of any registration or other qualification of such shares of Common Stock under any state or federal law or rulings or regulations of any governmental regulatory body, and (iii) prior to the Company obtaining any consent or approval or other clearance from any governmental agency which the Company shall, in its sole discretion, determine to be necessary or advisable. Shares of Common Stock to be issued in respect of Restricted Stock Units will be issued only in compliance with the Securities Act of 1933, as amended (the "Act"), and any other applicable securities laws, and the Participant shall comply with any requirements imposed by the Committee under such laws. If the Participant qualifies as an "affiliate" (as that term is defined in Rule 144 ("Rule 144") promulgated under the Act), upon demand by the Company, the Participant (or any person acting on the Participant's behalf) shall deliver to the Treasurer at the time of settlement of the Restricted Stock Units a written representation that the Participant will acquire shares of Common Stock pursuant to the Plan for the Participant's own account, that the Participant is not taking the shares of Common Stock with a view to distribution and that the Participant will dispose of the shares of Common Stock only in compliance with Rule 144.

13. No Right to Continued Employment. This Award does not confer on the Participant any right with respect to the continuation of employment with the Company or any Affiliate, nor will it interfere in any way with the right of the Company or any Affiliate to terminate the Participant's employment at any time.

14. Governing Law; Venue. The Plan, this Award Certificate and all determinations made and actions taken pursuant to the Plan or Award Certificate shall be determined in accordance with the laws of the State of Connecticut and applicable Federal law. Any disputes regarding this Award, the Award Certificate or the Plan shall be brought only in the United States in the state or federal courts of the State of Connecticut.

15. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in

the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. **Binding Effect.** The grant of this Award shall be binding and effective only if this Award Certificate is executed by or delivered on behalf of the Company.

17. **Definitions.** As used in this Award Certificate:

(a) "Disability" has the meaning provided in Section 22(e)(3) of the Code, or any successor provision.

(b) "Divestiture" means the consummation of a sale or other disposition of a subsidiary, division, business unit, or other organizational unit, whether such disposition is effected by means of a sale of assets, a sale of subsidiary equity or other ownership interest, or otherwise, in each case that is designated by the Company, in its sole discretion, as a "Divestiture." For the avoidance of doubt, any transaction that is a Change in Control shall not constitute a Divestiture.

(c) "Qualifying Divestiture Termination" means a termination of the Participant's employment with the Company and its Affiliates in connection with a Divestiture as a result of (i) the Participant becoming employed by the purchaser in such Divestiture or its affiliate immediately following the Divestiture; (ii) the Participant not receiving qualifying offer of employment from the purchaser in such Divestiture or its affiliate, as determined by the Company, in its sole discretion; or (iii) Participant's employing entity ceasing to be an Affiliate of the Company as a result of the Divestiture.

(d) "Retirement" means the Participant's termination of employment with the Company and each of its Affiliates on or after September 30, 2026 and after (i) attaining the age of 55 and completing 10 years of service, or (ii) attaining the age of 60 and completing five or more years of service.

18. **English Language.** If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Award Certificate, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If the Participant has received this Award Certificate, the Plan or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different from the English version, the meaning of the English version shall control.

19. **Clawback/Recoupment Policy.** Notwithstanding any other provision of this Award Certificate to the contrary, the Participant acknowledges and agrees that all shares of Common Stock acquired pursuant to the Plan shall be and remain subject to any incentive compensation clawback or recoupment policy of the Company currently in effect or as may be adopted by the Company, to the extent applicable (including, without limitation, the Stanley Black & Decker, Inc. Financial Statement Compensation Recoupment Policy) and, in each case, as may be amended from time to time. No such policy adoption or amendment shall require the Participant's prior consent. For purposes of the foregoing, the Participant expressly and explicitly authorizes (i) the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Committee to hold the Participant's shares of Common Stock, and other amounts acquired under the Plan to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to the Company, and (ii) the Company's recovery of any covered compensation through any method of recovery that the Company deems appropriate, including without limitation by reducing any amount that is or may become payable to the Participant. The Participant further agrees to comply with any request or demand for repayment by any Affiliate in order to comply with such policies or applicable law. To the extent that the terms of this Award Certificate and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail.

20. **Addendum.** Notwithstanding any provisions of this Award Certificate to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in an applicable Addendum to this Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected

in an Addendum to this Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Any applicable Addendum shall constitute part of this Award Certificate.

21. **Additional Requirements: Amendments.** The Company reserves the right to impose other requirements on the Award, any shares of Common Stock acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing. In addition, the Company reserves the right to amend the terms and conditions reflected in this Award Certificate, without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially affect the Participant's rights under the Award except as otherwise permitted under the Plan or this Award Certificate.

22. **Nature of the Grant.** In accepting the Award, the Participant hereby acknowledges that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be terminated, suspended or amended by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Award is voluntary and does not create any contractual or other right to receive future Awards or benefits in lieu of an Award, even if Awards have been granted in the past;
- (c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;
- (d) the grant of the Awards and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any other Affiliate shall not interfere with the ability of the Company, the Employer or any other Affiliate to terminate the Participant's employment relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Participant's employment and the Participant's employment contract, if any;
- (h) the Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;
- (i) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty and the value of such shares of Common Stock acquired under the Plan may increase or decrease in the future;
- (j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of the Participant's status as an employee (regardless of the reason for

the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);

(k) on the date of termination of the Participant's status as an employee (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), the Participant's right to participate in the Plan, if any, will terminate (for purposes of the foregoing, the Committee shall have exclusive discretion to determine the effective date the Participant is no longer an employee);

(l) neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the shares of Common Stock acquired or sold under the Plan;

(m) in consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award, or recoupment of any shares of Common Stock acquired under the Plan, or diminution in value of the Award or shares of Common Stock acquired upon vesting of the Award resulting from (A) termination of employment by the Company or the Employer, as applicable (for any reason whatsoever and whether or not in breach of applicable labor laws), and / or (B) the application of any recoupment policy or any recovery or clawback policy otherwise required by law, and the Participant hereby irrevocably releases the Company, the Employer and any Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by acceptance of the Award, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim; and

(n) in the event of termination of the Participant's employment with the Company (whether or not in breach of local labor laws), the Participant's right to receive the Award and vest in the Award under the Plan, if any, will terminate effective as of the date of termination of the Participant's active employment as determined in the discretion of the Committee unless otherwise provided in this Award Certificate or the Plan; furthermore, in the event of termination of the Participant's employment (regardless of any contractual or local law requirements), the Participant's right to vest in the Award after such termination, if any, will be measured by the date of termination of the Participant's active employment; the Committee will have the discretion to determine the date of termination of the Participant's active employment for purposes of the Award.

23. Section 409A. For the avoidance of doubt, if the Participant is subject to U.S. income taxation and is a "specified employee" (within the meaning of Section 409A of the Code) at the time of the Participant's separation from service, and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code, then the Company will not pay such amount on the otherwise scheduled settlement date, but will instead pay it, without interest, on the first business day of the seventh month after the Participant's separation from service or, if earlier, on the Participant's death. In addition, if the Participant is subject to U.S. income taxation and the Company makes a good faith determination that an amount payable hereunder constitutes deferred compensation, any vesting and settlement acceleration of such deferred compensation upon the Participant's termination of employment shall not be effective unless such termination of employment also constitutes a separation from service under Section 409A of the Code.

24. Acceptance. By electronically accepting the grant of this Award, the Participant affirmatively and expressly acknowledges that the Participant has read this Award Certificate, the Addendum to the Award Certificate (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein. The Participant also affirmatively and expressly acknowledges that the Company, in its sole discretion, may amend the terms and conditions reflected in this Award Certificate without the Participant's consent, either prospectively or retroactively, to the extent that such amendment does not materially impair the Participant's rights under the Award, and the Participant agrees to be bound by such amendment regardless of whether notice is given to the Participant of such change.

25. **Miscellaneous.** All decisions or interpretations of the Committee with respect to any question arising under the Plan or this Award shall be binding, conclusive and final. The waiver by the Company of any provision of this Award shall not operate as or be construed to be a subsequent waiver of the same provision or of any other provision of the Award. The Participant agrees to execute such other agreements, documents or assignments as may be necessary or desirable to effect the purposes of this Award.

CERTIFICATIONS

I, Christopher J. Nelson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Stanley Black & Decker, Inc. and subsidiaries;
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 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: April 29, 2026

/s/ Christopher J. Nelson
Christopher J. Nelson
President & Chief Executive Officer

CERTIFICATIONS

I, Patrick Hallinan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Stanley Black & Decker, Inc. and subsidiaries;
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 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: April 29, 2026

/s/ Patrick Hallinan
Patrick Hallinan
Executive Vice President, Chief Financial Officer and Chief Administrative Officer

STANLEY BLACK & DECKER, INC.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Stanley Black & Decker, Inc. (the "Company") on Form 10-Q for the period ending April 4, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Christopher J. Nelson, President and Chief Executive Officer, certify, pursuant to 18 U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Christopher J. Nelson
Christopher J. Nelson
President & Chief Executive Officer
Date: April 29, 2026

STANLEY BLACK & DECKER, INC.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Stanley Black & Decker, Inc. (the "Company") on Form 10-Q for the period ending April 4, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Patrick Hallinan, Executive Vice President, Chief Financial Officer and Chief Administrative Officer, certify, pursuant to 18 U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Patrick Hallinan
Patrick Hallinan
Executive Vice President, Chief Financial Officer and Chief Administrative Officer
Date: April 29, 2026