

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended: **April 3, 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 1-37654

Fortive Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

47-5654583

(I.R.S. employer
identification number)

6920 Seaway Blvd

Everett, WA

(Address of principal executive offices)

98203

(Zip code)

Registrant's telephone number, including area code: (425) 446-5000

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

| Title of each class | Trading symbol | Name of each exchange on which registered |
|--|----------------|---|
| Common stock, par value \$0.01 per share | FTV | New York Stock Exchange |
| 3.700% Notes due 2029 | FTV29 | New York Stock Exchange |

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

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

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

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

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

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

The number of shares of common stock outstanding at April 24, 2026 was 304,861,021.

FORTIVE CORPORATION

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FORM 10-Q

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PART I - FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

FORTIVE CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED BALANCE SHEETS
(\$ and shares in millions, except per share amounts)

| | As of | |
|--|------------------------------|-------------------|
| | April 3, 2026 (unaudited) | December 31, 2025 |
| ASSETS | | |
| Current assets: | | |
| Cash and equivalents | \$ 356.1 | \$ 375.5 |
| Accounts receivable less allowance for doubtful accounts of \$18.4 and \$18.8, respectively | 647.0 | 683.6 |
| Inventories: | | |
| Finished goods | 175.0 | 169.9 |
| Work in process | 13.9 | 12.3 |
| Raw materials | 116.6 | 109.6 |
| Inventories | 305.5 | 291.8 |
| Prepaid expenses and other current assets | 233.8 | 234.0 |
| Current assets, discontinued operations | 4.8 | 20.8 |
| Total current assets | 1,547.2 | 1,605.7 |
| Property, plant and equipment, net of accumulated depreciation of \$447.0 and \$430.2, respectively | 276.3 | 269.8 |
| Other assets | 378.6 | 375.5 |
| Goodwill | 7,288.5 | 7,298.3 |
| Other intangible assets, net | 2,093.5 | 2,188.4 |
| Total assets | \$ 11,584.1 | \$ 11,737.7 |
| LIABILITIES AND EQUITY | | |
| Current liabilities: | | |
| Current portion of long-term debt | \$ 899.8 | \$ 899.5 |
| Trade accounts payable | 415.9 | 436.4 |
| Accrued expenses and other current liabilities | 869.6 | 910.7 |
| Total current liabilities | 2,185.3 | 2,246.6 |
| Other long-term liabilities | 718.1 | 723.5 |
| Long-term debt | 2,589.3 | 2,306.5 |
| Equity: | | |
| Common stock: \$0.01 par value, 2,000 shares authorized; 371.3 and 366.6 issued; 305.6 and 313.4 outstanding, respectively | 3.7 | 3.7 |
| Additional paid-in capital | 4,225.7 | 4,210.0 |
| Treasury shares, at cost | (3,734.3) | (3,229.8) |
| Retained earnings | 5,546.5 | 5,428.5 |
| Accumulated other comprehensive income | 41.5 | 41.0 |
| Total Fortive stockholders' equity | 6,083.1 | 6,453.4 |
| Noncontrolling interests | 8.3 | 7.7 |
| Total stockholders' equity | 6,091.4 | 6,461.1 |
| Total liabilities and equity | \$ 11,584.1 | \$ 11,737.7 |

See the accompanying Notes to Consolidated Condensed Financial Statements.

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

| | Three Months Ended | |
|--|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Sales: | | |
| Products and software | \$ 860.8 | \$ 804.7 |
| Services | 208.6 | 188.4 |
| Total sales | 1,069.4 | 993.1 |
| Cost of Sales: | | |
| Products and software | (281.1) | (262.6) |
| Services | (112.8) | (93.0) |
| Total cost of sales | (393.9) | (355.6) |
| Gross profit | 675.5 | 637.5 |
| Operating costs: | | |
| Selling, general and administrative | (417.3) | (408.2) |
| Research and development | (66.5) | (64.0) |
| Operating profit | 191.7 | 165.3 |
| Non-operating income (expense), net: | | |
| Interest expense, net | (31.6) | (32.0) |
| Other non-operating income, net | 3.5 | 0.4 |
| Earnings from continuing operations before income taxes | 163.6 | 133.7 |
| Income taxes | (27.2) | (21.1) |
| Net earnings from continuing operations | 136.4 | 112.6 |
| Net earnings from discontinued operations | — | 59.3 |
| Net earnings | \$ 136.4 | \$ 171.9 |
| Net earnings per common share from continuing operations: | | |
| Basic | \$ 0.44 | \$ 0.33 |
| Diluted | \$ 0.44 | \$ 0.33 |
| Net earnings per common share from discontinued operations: | | |
| Basic | \$ — | \$ 0.17 |
| Diluted | \$ — | \$ 0.17 |
| Net earnings per share: | | |
| Basic | \$ 0.44 | \$ 0.50 |
| Diluted | \$ 0.44 | \$ 0.50 |
| Average common stock and common equivalent shares outstanding: | | |
| Basic | 309.6 | 341.1 |
| Diluted | 312.8 | 344.6 |

See the accompanying Notes to Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME
(\$ in millions)
(unaudited)

| | Three Months Ended | |
|---|--------------------|-----------------|
| | April 3, 2026 | March 28, 2025 |
| Net earnings | \$ 136.4 | \$ 171.9 |
| Other comprehensive income (loss), net of income taxes: | | |
| Foreign currency translation adjustments | (2.2) | 70.1 |
| Pension and post-retirement plan benefit adjustments | (0.1) | — |
| Hedge adjustments | 2.7 | — |
| Total other comprehensive income, net of income taxes | 0.4 | 70.1 |
| Comprehensive income | <u>\$ 136.8</u> | <u>\$ 242.0</u> |

See the accompanying Notes to Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF CHANGES IN EQUITY
(\$ and shares in millions)
(unaudited)

| | Common Stock | | Additional Paid-In Capital | Treasury Shares | Retained Earnings | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests |
|------------------------------------|--------------------|---------------|-------------------------------|---------------------|-------------------|--|-----------------------------|
| | Shares Outstanding | Amount | | | | | |
| Balance, December 31, 2025 | 313.4 | \$ 3.7 | \$ 4,210.0 | \$ (3,229.8) | \$ 5,428.5 | \$ 41.1 | \$ 7.7 |
| Net earnings for the period | — | — | — | — | 136.4 | — | — |
| Common stock repurchases | (8.9) | — | — | (504.5) | — | — | — |
| Dividends to common stockholders | — | — | — | — | (18.4) | — | — |
| Other comprehensive income (loss) | — | — | — | — | — | 0.4 | — |
| Stock based compensation | 1.6 | — | 40.2 | — | — | — | — |
| Shares withheld for taxes | (0.5) | — | (24.5) | — | — | — | — |
| Change in noncontrolling interests | — | — | — | — | — | — | 0.6 |
| Balance, April 3, 2026 | <u>305.6</u> | <u>\$ 3.7</u> | <u>\$ 4,225.7</u> | <u>\$ (3,734.3)</u> | <u>\$ 5,546.5</u> | <u>\$ 41.5</u> | <u>\$ 8.3</u> |

| | Common Stock | | Additional Paid-In Capital | Treasury Shares | Retained Earnings | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests |
|------------------------------------|--------------------|---------------|-------------------------------|---------------------|-------------------|--|-----------------------------|
| | Shares Outstanding | Amount | | | | | |
| Balance, December 31, 2024 | 341.2 | \$ 3.7 | \$ 4,035.0 | \$ (1,612.3) | \$ 8,227.6 | \$ (465.4) | \$ 7.0 |
| Net earnings for the period | — | — | — | — | 171.9 | — | — |
| Common stock repurchases | (2.5) | — | — | (203.6) | — | — | — |
| Dividends to common stockholders | — | — | — | — | (27.2) | — | — |
| Other comprehensive income (loss) | — | — | — | — | — | 70.1 | — |
| Stock based compensation | 1.5 | — | 64.4 | — | — | — | — |
| Shares withheld for taxes | (0.3) | — | (27.8) | — | — | — | — |
| Change in noncontrolling interests | — | — | — | — | — | — | (0.1) |
| Balance, March 28, 2025 | <u>339.9</u> | <u>\$ 3.7</u> | <u>\$ 4,071.6</u> | <u>\$ (1,815.9)</u> | <u>\$ 8,372.3</u> | <u>\$ (395.3)</u> | <u>\$ 6.9</u> |

See the accompanying Notes to Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(\$ in millions)
(unaudited)

| | Three Months Ended | |
|--|--------------------|-----------------|
| | April 3, 2026 | March 28, 2025 |
| Cash flows from operating activities: | | |
| Net earnings | \$ 136.4 | \$ 171.9 |
| Less: net earnings from discontinued operations | — | (59.3) |
| Net earnings from continuing operations | 136.4 | 112.6 |
| Adjustments to reconcile net earnings to net cash provided by operating activities: | | |
| Amortization | 93.2 | 91.2 |
| Depreciation | 20.4 | 16.8 |
| Stock-based compensation | 21.3 | 23.4 |
| Change in certain assets and liabilities: | | |
| Change in accounts receivable, net | 34.8 | 25.9 |
| Change in inventories | (14.8) | (12.7) |
| Change in trade accounts payable | (19.8) | 5.2 |
| Change in prepaid expenses and other assets | (4.4) | (15.4) |
| Change in accrued expenses and other liabilities | (46.7) | (55.2) |
| Total operating cash provided by continuing operations | 220.4 | 191.8 |
| Total operating cash provided by discontinued operations | 14.4 | 49.9 |
| Net cash provided by operating activities | 234.8 | 241.7 |
| Cash flows from investing activities: | | |
| Purchases of property, plant and equipment | (26.6) | (21.1) |
| All other investing activities | (0.1) | (1.0) |
| Total investing cash used in continuing operations | (26.7) | (22.1) |
| Total investing cash used in discontinued operations | — | (4.1) |
| Net cash used in investing activities | (26.7) | (26.2) |
| Cash flows from financing activities: | | |
| Net proceeds from commercial paper borrowings | 591.7 | 80.7 |
| Repurchase of common shares | (500.2) | (202.6) |
| Payment of dividends | (18.4) | (27.2) |
| Repayment of borrowings (maturities greater than 90 days) | (292.9) | — |
| All other financing activities | (8.7) | 8.1 |
| Total financing cash used in continuing operations | (228.5) | (141.0) |
| Total financing cash used in discontinued operations | — | — |
| Net cash used in financing activities | (228.5) | (141.0) |
| Effect of exchange rate changes on cash and equivalents | 1.0 | 4.3 |
| Net change in cash and equivalents | (19.4) | 78.8 |
| Beginning balance of cash and equivalents | 375.5 | 813.3 |
| Ending balance of cash and equivalents | \$ 356.1 | \$ 892.1 |

See the accompanying Notes to Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS

NOTE 1. BUSINESS OVERVIEW

Fortive Corporation (“Fortive,” “the Company,” “we,” “us,” or “our”) innovates essential technologies to keep our world safe and productive. Our strategic segments - Intelligent Operating Solutions (“IOS”) and Advanced Healthcare Solutions (“AHS”) - include iconic inventor brands with leading positions in their markets. Our businesses design, develop, manufacture, and market products, software, and services, building upon leading brand names, innovative technologies, and strong market positions. Our research and development, manufacturing, sales, distribution, service, and administrative facilities are located in approximately 50 countries around the world.

We prepared the unaudited consolidated condensed financial statements included herein in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and the rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”) applicable for interim periods. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been omitted pursuant to such rules and regulations; however, we believe the disclosures are adequate to make the information presented not misleading. The unaudited consolidated condensed financial statements included herein should be read in conjunction with the audited annual consolidated financial statements as of and for the year ended December 31, 2025 and the footnotes (“Notes”) thereto included within our 2025 Annual Report on Form 10-K. Certain of our operations have been presented as discontinued operations. We present businesses whose disposal represents a strategic shift that has, or will have, a major effect on our operations and financial results as discontinued operations when the components meet the criteria for held for sale, are sold, or spun-off.

In our opinion, the accompanying financial statements contain all adjustments, which consist of only normal, recurring accruals necessary to fairly present our financial position, results of operations, comprehensive income, stockholders’ equity, and cash flows for the periods presented. The results of operations for the three months ended April 3, 2026, are not necessarily indicative of the results for the full year.

Segment Presentation

We operate and report our results in two segments, Intelligent Operating Solutions and Advanced Healthcare Solutions, each of which is further described below.

The IOS segment provides advanced instrumentation, software and services to tens of thousands of customers enabling their mission-critical workflows. These offerings include professional instruments used in applications including maintenance, repair, measurement and condition monitoring, facility and asset lifecycle software applications, connected worker safety and compliance solutions across a range of vertical end markets, including manufacturing, process industries, healthcare, utilities and power, communications and electronics, among others. Typical users of these safety, productivity and sustainability solutions include electrical engineers, electricians, electronic technicians, EHS professionals, network technicians, facility managers, first-responders, and maintenance professionals.

The AHS segment supplies critical workflow solutions enabling healthcare providers to deliver exceptional patient care more efficiently. Our offerings include instrument sterilization solutions, instrument tracking, biomedical test tools, radiation detection and safety monitoring, and end-to-end clinical productivity software and solutions. Our healthcare offerings help ensure critical safety standards are met, instruments and operating rooms are working at peak performance, and complex procedures are followed accurately in these mission-critical healthcare environments.

Precision Technologies Separation

On June 28, 2025 (the “Distribution Date”), the Company completed the separation (the “Separation” or the “PT Separation”) of its former Precision Technologies segment by distributing to Fortive shareholders on a pro rata basis all of the issued and outstanding common stock of Ralliant Corporation (“Ralliant”), the entity incorporated to hold the PT businesses. The accounting requirements for reporting Ralliant as a discontinued operation were met when the Separation was completed. Accordingly, the accompanying consolidated condensed financial statements for all periods presented reflect this business as a discontinued operation. Unless otherwise indicated, all amounts in this quarterly report refer to continuing operations. Refer to Note 2 for additional information.

Accumulated Other Comprehensive Loss

We designate the 3.7% Euro-denominated senior unsecured notes due 2029 as a net investment hedge on our investment in applicable foreign operations. As such, the after-tax foreign currency transaction gains and losses on the debt were deferred in the foreign currency translation component of Accumulated Other Comprehensive Income (Loss) (“AOCI”) as an offset to the foreign currency translation adjustments on our investments in foreign subsidiaries. Any amounts deferred in AOCI will remain until the hedged investment is sold or substantially liquidated.

We recognized after-tax foreign currency transaction gains of \$12.1 million and losses of \$57.0 million during the three-month periods ended April 3, 2026 and March 28, 2025, respectively, on the debt that was deferred in the foreign currency translation component of AOCI as an offset to the foreign currency translation adjustments on our investments in foreign subsidiaries. We recorded no ineffectiveness from our net investment hedges during the three-month periods ended April 3, 2026 and March 28, 2025. During the three-month periods ended April 3, 2026 and March 28, 2025, the foreign currency transaction impacts associated with Euro-denominated notes not designated as a net investment hedge were immaterial.

The changes in AOCI by component are summarized below (\$ in millions):

| | Foreign currency translation adjustments | Pension & post- retirement plan benefit adjustments ^(a) | Hedge adjustments ^(d) | Total |
|---|---|--|----------------------------------|-------------------|
| For the Three Months Ended April 3, 2026: | | | | |
| Balance, December 31, 2025 | \$ 58.8 | \$ (17.7) | \$ — | \$ 41.1 |
| Other comprehensive income (loss) before reclassifications, net of income taxes | (2.2) | — | 2.7 | 0.5 |
| Amounts reclassified from AOCI into income, net of income taxes | — | (0.1) ^(b) | — | (0.1) |
| Net current period other comprehensive income (loss), net of income taxes | (2.2) | (0.1) | 2.7 | 0.4 |
| Balance, April 3, 2026 | <u>\$ 56.6</u> | <u>\$ (17.8)</u> | <u>\$ 2.7</u> | <u>\$ 41.5</u> |
| For the Three Months Ended March 28, 2025: | | | | |
| Balance, December 31, 2024 | \$ (431.4) | \$ (34.0) | \$ — | \$ (465.4) |
| Other comprehensive income (loss) before reclassifications, net of income taxes | 70.1 | — | — | 70.1 |
| Amounts reclassified from AOCI into income, net of income taxes | — | — ^(c) | — | — |
| Net current period other comprehensive income, net of income taxes | 70.1 | — | — | 70.1 |
| Balance, March 28, 2025 | <u>\$ (361.3)</u> | <u>\$ (34.0)</u> | <u>\$ —</u> | <u>\$ (395.3)</u> |

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

^(b) This component of AOCI is included in the computation of net periodic pension cost (refer to Note 9 in our 2025 Annual Report on Form 10-K for additional details).

^(c) Amount was rounded to zero.

^(d) Related to our treasury lock contracts, refer to Note 3 for additional information.

Restructuring

In the fourth quarter of 2024, we initiated a discrete restructuring plan that is expected to be completed by the second half of 2026. The nature of the plan is related to the Separation and consisted primarily of targeted workforce reductions to realign cost structures. During the three months ended April 3, 2026 and March 28, 2025, we incurred charges of \$6.3 million and \$3.5 million, respectively. These charges are recorded within Cost of sales and Selling, general, and administrative expenses in the Consolidated Statements of Earnings. The accrued restructuring costs as of April 3, 2026 and December 31, 2025 were approximately \$11 million and \$13 million, respectively, and are recorded within Accrued expenses and other current liabilities in the Consolidated Balance Sheets.

Recently Issued Accounting Standards

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

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40) — Targeted Improvements to the Accounting for Internal-Use Software*, which clarifies and modernizes the software cost capitalization guidance by removing the previous “development stage” model and introducing a more judgment-based approach. This standard is effective for fiscal year ending December 31, 2028, and interim periods within 2028, with early adoption permitted, and could be applied using a prospective, retrospective or modified transition approach. We are currently in the process of evaluating the effects of this standard on our consolidated financial statements.

Recently Adopted Accounting Standard

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments - Credit Losses (Topic 326) — Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which provides a practical expedient to measure credit losses on current accounts receivable and current contracts assets. The practical expedient allows companies to assume that current conditions as of the balance sheet date do not change for the remaining life of the asset when measuring credit losses. On January 1, 2026, we adopted this standard on a prospective basis; the impact on our consolidated financial statements was immaterial.

NOTE 2. DISCONTINUED OPERATIONS

In connection with the Separation, the Company incurred \$22.6 million in Separation-related costs during the three months ended March 28, 2025, which were recorded within net earnings (loss) from discontinued operations in the Consolidated Condensed Statements of Earnings. These costs were primarily related to professional fees associated with finance, tax, legal, banking and information technology services as well as redundant general and administrative costs.

Fortive and Ralliant entered into various agreements to effect the Separation and provide a framework for their relationship after the Separation, including a separation and distribution agreement, a transition services agreement, an employee matters agreement, a tax matters agreement, an intellectual property matters agreement, a Fortive Business System (“FBS”) license agreement and a Fort solutions license agreement. These agreements provide for the allocation between Fortive and Ralliant of assets, employees, liabilities and obligations (including investments, property, employee benefits and tax-related assets and liabilities) attributable to periods prior to, at and after the Separation and govern certain relationships between Fortive and Ralliant after the Separation. The amounts paid and received by Fortive for transition services provided under the above agreements as well as sales and purchases to and from Ralliant were not material to the Company’s results of operations during the three months ended April 3, 2026.

The assets from discontinued operations were \$4.8 million as of April 3, 2026, which consisted of receivables from Ralliant related to the tax matters agreement, and \$20.8 million as of December 31, 2025, which consisted of receivables from Ralliant related to the tax matters agreement and pass through arrangements. During the three months ended April 3, 2026, we received \$17.4 million of net cash payments from Ralliant as reimbursement for pass through costs paid on Ralliant’s behalf. This activity is recorded within operating cash provided by discontinued operations in the Consolidated Condensed Statement of Cash Flows.

The key components of income from discontinued operations were as follows (\$ in millions):

| | Three Months Ended | |
|--|---------------------------|---------|
| | March 28, 2025 | |
| Sales | \$ | 481.1 |
| Cost of sales | | (237.7) |
| Selling, general and administrative expenses | | (134.0) |
| Research and development expenses | | (41.1) |
| Other expenses | | (0.5) |
| Earnings (loss) from discontinued operations before income taxes | | 67.8 |
| Income taxes | | (8.5) |
| Net earnings from discontinued operations | \$ | 59.3 |

NOTE 3. FAIR VALUE MEASUREMENTS

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

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

Below is a summary of financial assets and liabilities that are measured at fair value on a recurring basis (\$ in millions):

| | Quoted Prices in Active Market (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Total |
|-----------------------------------|---|---|--|--------|
| April 3, 2026 | | | | |
| Treasury rate lock assets | \$ — | \$ 3.5 | \$ — | \$ 3.5 |
| Deferred compensation liabilities | — | 35.2 | — | 35.2 |
| December 31, 2025 | | | | |
| Deferred compensation liabilities | — | 39.1 | — | 39.1 |

Certain management employees participate in our nonqualified deferred compensation programs that permit such employees to defer a portion of their compensation, on a pretax basis, until after their termination of employment. All amounts deferred under such plans are unfunded, unsecured obligations and are recorded as a component of our compensation and other post-retirement benefits accruals within Other long-term liabilities in the accompanying Consolidated Condensed Balance Sheets. Participants may choose among alternative earning rates for the amounts they defer, which are primarily based on investment options within our defined contribution plans for the benefit of U.S. employees ("401(k) Programs") (except that the earnings rates for amounts contributed unilaterally by the Company are entirely based on changes in the value of Fortive common stock). Changes in the deferred compensation liability under these programs are recognized based on changes in the fair value of the participants' accounts and are recorded within Selling, general and administrative expenses in the Consolidated Condensed Statements of Earnings.

In March 2026, the Company entered into a Treasury rate lock contract with a notional amount of \$125 million, which was designated and qualified as a cash flow hedge to reduce a portion of the risk of interest rate fluctuations for an anticipated future debt issuance. The Company assessed the effectiveness of the hedging contract at inception and on a quarterly basis thereafter. The fair value of the hedge is recorded within Prepaid expenses and other current assets on the Consolidated Condensed Balance Sheet. The changes in fair value of the Treasury rate lock contract was recorded as Other comprehensive income in the Consolidated Condensed Statements of Comprehensive Income. As of April 3, 2026, the Treasury rate lock contract was valued using reference rates from market-based data derived from publicly observable data and non-public subscription-based data.

Non-recurring Fair Value Measurements

Certain non-financial assets and financial assets that are not required to be measured at fair value on a recurring basis are reported at their carrying value. However, these assets are required to be assessed for impairment whenever events or circumstances indicate that their carrying value may not be fully recoverable, and at least annually for goodwill and indefinite-lived intangible assets. We evaluated events or circumstances that may indicate the carrying value of our non-financial assets may not be fully recoverable during the three months ended April 3, 2026, and recorded no impairments.

Fair Value of Financial Instruments

The carrying amount and fair value of financial instruments are as follows (\$ in millions):

| | April 3, 2026 | | December 31, 2025 | |
|---|-----------------|------------|-------------------|------------|
| | Carrying Amount | Fair Value | Carrying Amount | Fair Value |
| Current portion of long-term debt | \$ 899.8 | \$ 897.9 | \$ 899.5 | \$ 895.7 |
| Long-term debt, net of current maturities | 2,589.3 | 2,493.8 | 2,306.5 | 2,239.2 |

As of April 3, 2026 and December 31, 2025, the current portion of long-term debt and long-term debt, net of current maturities were categorized as Level 1.

The fair value of the long-term borrowings were based on quoted market prices. The difference between the fair value and the carrying amounts of long-term borrowings may be attributable to changes in market interest rates and/or our credit ratings subsequent to the borrowing. The fair value of cash and equivalents, trade accounts receivable, net, trade accounts payable, and commercial paper approximates their carrying amount due to the short-term maturities of these instruments.

NOTE 4. FINANCING

The components of our debt were as follows (\$ in millions):

| | April 3, 2026 | December 31, 2025 |
|--|---------------|-------------------|
| Commercial paper programs | \$ 1,241.1 | \$ 650.0 |
| 3.15% senior unsecured notes due 2026 | 900.0 | 900.0 |
| 3.7% Euro-denominated senior unsecured notes due 2029 | 806.3 | 822.2 |
| 4.30% senior unsecured notes due 2046 | 550.0 | 550.0 |
| 3.7% Euro-denominated senior unsecured notes due 2026 | — | 291.3 |
| Long-term debt, principal amounts | 3,497.4 | 3,213.5 |
| Less: aggregate unamortized debt discounts, premiums, and issuance costs | 8.3 | 7.5 |
| Long-term debt, carrying value | 3,489.1 | 3,206.0 |
| Less: current portion of long-term debt, carrying value | 899.8 | 899.5 |
| Long-term debt, net of current maturities | \$ 2,589.3 | \$ 2,306.5 |

Refer to Note 8 of our 2025 Annual Report on Form 10-K for further details of our debt financing.

Commercial Paper Programs

We generally satisfy any short-term liquidity needs that are not met through operating cash flows and available cash primarily through issuances of commercial paper under our U.S. dollar and Euro-denominated commercial paper programs (“Commercial Paper Programs”). Under these programs, we may issue unsecured promissory notes with maturities not exceeding 397 days and 183 days, respectively. Proceeds from borrowings under the Commercial Paper Programs are typically available for general corporate purposes, including acquisitions.

Interest expense on commercial paper is paid at maturity and is generally based on our credit ratings at the time of issuance and prevailing short-term interest rates.

Credit support for the Commercial Paper Programs is provided by a five-year \$2.0 billion senior unsecured revolving credit facility that expires on March 17, 2031 (the “Revolving Credit Facility”) which, to the extent not otherwise providing credit support for our Commercial Paper Programs, can also be used for working capital and other general corporate purposes. As of April 3, 2026, no borrowings were outstanding under the Revolving Credit Facility. Refer to the section below for further discussion on the Revolving Credit Facility.

The details of our outstanding Commercial Paper Programs as of April 3, 2026 were as follows (\$ in millions):

| | Carrying value ^(a) | Annual effective rate | Weighted average maturity (in days) |
|--|-------------------------------|-----------------------|-------------------------------------|
| U.S. dollar-denominated commercial paper | \$ 1,166.2 | 4.07 % | 18 |
| Euro-denominated commercial paper | 72.5 | 2.37 % | 19 |

(a) Net of unamortized debt discount.

We classified our borrowings outstanding under the Commercial Paper Programs as of April 3, 2026 as Long-term debt in the accompanying Consolidated Condensed Balance Sheets as we had the intent and ability, as supported by availability under the Revolving Credit Facility, to refinance these borrowings for at least one year from the balance sheet date.

During the first quarter, Fortive repaid the \$292.9 million of outstanding principal of the 3.7% Euro-denominated senior unsecured notes due 2026, and the accrued interest thereon, primarily using proceeds from the Commercial Paper Programs.

Revolving Credit Facility

On March 17, 2026, we entered into a third amended and restated credit agreement (the “Amended and Restated Credit Agreement”) which extended the availability period of the Revolving Credit Facility to March 17, 2031, with two one-year extension options at our request and with the consent of the lenders. The Amended and Restated Credit Agreement also contains an option permitting us to request an aggregate additional \$1.0 billion as a revolving credit facility (or increase thereof), term loan facility, or combination thereof.

We are obligated to pay an annual facility fee for the Revolving Credit Facility of between 6 and 15 basis points varying according to our long-term debt credit rating. Borrowings under the Revolving Credit Facility in U.S. Dollars bear interest at a rate equal, at our option, to either (1) Term Secured Overnight Financing Rate (“Term SOFR”), plus a margin of between 69 and 110 basis points, depending on our long-term debt credit rating or (2) Base Rate (which is the highest of (a) the Federal funds rate plus 50 basis points, (b) the prime rate, (c) Term SOFR plus 100 basis points and (d) 1.0%), plus a margin between zero and 10 basis points depending on our long-term debt credit rating.

The Amended and Restated Credit Agreement requires us to maintain a defined consolidated net leverage ratio of no greater than 3.75 to 1.00. The maximum consolidated net leverage ratio will be increased to 4.25 to 1.00 for the four consecutive full fiscal quarters immediately following the consummation of any acquisition by us in which the purchase price exceeds \$250 million.

As of April 3, 2026, we were in compliance with all covenants under the Amended and Restated Credit Agreement.

NOTE 5. SALES

We derive revenue primarily from the sales of products, including software, and services. Revenue is recognized when control of promised products or services is transferred to customers in an amount that reflects the consideration we expect to be entitled to in exchange for those products, software, or services.

Product sales include revenue from the sale of products and equipment, which includes our software and software as a service (“SaaS”) product offerings and equipment rentals. Service sales include revenues from extended warranties, post-contract customer support (“PCS”), maintenance contracts or services, contract labor to perform ongoing service at a customer location, services related to previously sold products, and software implementation services.

Contract Assets — In certain circumstances, we record contract assets which include unbilled amounts typically resulting from sales under contracts when revenue recognized exceeds the amount billed to the customer, and right to payment is not only subject to the passage of time. Contract assets were \$149 million as of April 3, 2026 and \$151 million as of December 31, 2025. Contract assets are primarily recorded within Prepaid expenses and other current assets and Other assets in our Consolidated Condensed Balance Sheets.

Contract Costs — We incur and capitalize incremental costs to obtain certain contracts, typically sales-related commissions where the amortization period is greater than one year and costs associated with assets used by our customers in certain service arrangements. As of April 3, 2026 and December 31, 2025, we had \$76 million and \$75 million, respectively, in net revenue-related contract cost assets primarily related to certain software contracts. Revenue-related contract costs are recorded within Other assets in our Consolidated Condensed Balance Sheets. These assets are amortized over the period of benefit, which is typically between three and five years. For incremental costs to obtain contracts with a duration of one year or less, we apply the practical expedient to expense such costs as incurred.

Contract Liabilities — Our contract liabilities consist of deferred revenue generally related to subscription-based software contracts, PCS and extended warranty sales, where we generally receive up-front payment and recognize revenue over the service or support term. We classify deferred revenue as current or noncurrent based on the timing of when we expect to recognize revenue. The current portion of deferred revenue is recorded within Accrued expenses and other current liabilities and the noncurrent portion of deferred revenue is recorded within Other long-term liabilities in our Consolidated Condensed Balance Sheets.

Our contract liabilities consisted of the following (\$ in millions):

| | April 3, 2026 | December 31, 2025 |
|-------------------------------|-----------------|-------------------|
| Deferred revenue - current | \$ 448.0 | \$ 440.3 |
| Deferred revenue - noncurrent | 24.4 | 24.1 |
| Total contract liabilities | <u>\$ 472.4</u> | <u>\$ 464.4</u> |

During the three months ended April 3, 2026, we recognized \$171 million of revenue related to our contract liabilities at December 31, 2025. The change in our contract liabilities from December 31, 2025 to April 3, 2026 was primarily due to the timing of billings and recognition of revenue for subscription-based software contracts, PCS, and extended warranty services.

Remaining Performance Obligations — Our remaining performance obligations represent the transaction price of firm, non-cancelable orders and the average contract value for software contracts, for which work has not been performed. We have excluded performance obligations with an original expected duration of one year or less from the amounts below.

The aggregate remaining performance obligations attributable to each of our segments is as follows (\$ in millions):

| | April 3, 2026 |
|---|-----------------|
| Intelligent Operating Solutions | \$ 727.0 |
| Advanced Healthcare Solutions | 112.9 |
| Total remaining performance obligations | <u>\$ 839.9</u> |

The majority of remaining performance obligations are related to subscription-based software contracts, and service and support contracts, which we expect to fulfill approximately 75 percent within the next two years, approximately 90 percent within the next three years, and substantially all within four years.

Disaggregation of Revenue

We disaggregate revenue from contracts with customers by sales of products and software and services, geographic location, and end market for each of our segments, as we believe it best depicts how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors.

Disaggregation of revenue for the three months ended April 3, 2026 and March 28, 2025 is presented as follows (\$ in millions):

| | Total | | Intelligent Operating Solutions | | Advanced Healthcare Solutions | |
|---------------------------------|-------------------|-----------------|---------------------------------|-----------------|-------------------------------|-----------------|
| | April 3, 2026 | March 28, 2025 | April 3, 2026 | March 28, 2025 | April 3, 2026 | March 28, 2025 |
| Sales: | | | | | | |
| Products and software | \$ 860.8 | \$ 804.7 | \$ 605.9 | \$ 568.9 | \$ 254.9 | \$ 235.8 |
| Services | 208.6 | 188.4 | 137.3 | 122.0 | 71.3 | 66.4 |
| Total | \$ 1,069.4 | \$ 993.1 | \$ 743.2 | \$ 690.9 | \$ 326.2 | \$ 302.2 |
| Geographic: | | | | | | |
| North America ^(a) | \$ 634.5 | \$ 595.1 | \$ 440.6 | \$ 415.0 | \$ 193.9 | \$ 180.1 |
| Asia-Pacific | 194.7 | 185.2 | 127.4 | 119.5 | 67.3 | 65.7 |
| Europe, Middle East, and Africa | 191.8 | 167.3 | 150.0 | 130.5 | 41.8 | 36.8 |
| Latin America | 48.4 | 45.5 | 25.2 | 25.9 | 23.2 | 19.6 |
| Total | \$ 1,069.4 | \$ 993.1 | \$ 743.2 | \$ 690.9 | \$ 326.2 | \$ 302.2 |
| End markets: | | | | | | |
| Healthcare | \$ 320.7 | \$ 296.3 | \$ 12.2 | \$ 10.7 | \$ 308.5 | \$ 285.6 |
| Industrial & Manufacturing | 314.2 | 298.4 | 309.6 | 293.9 | 4.6 | 4.5 |
| Energy & Infrastructure | 178.7 | 165.6 | 178.7 | 165.6 | — | — |
| Government | 84.0 | 82.4 | 74.6 | 73.6 | 9.4 | 8.8 |
| Retail | 87.7 | 71.8 | 87.7 | 71.8 | — | — |
| Other | 84.1 | 78.6 | 80.4 | 75.3 | 3.7 | 3.3 |
| Total | \$ 1,069.4 | \$ 993.1 | \$ 743.2 | \$ 690.9 | \$ 326.2 | \$ 302.2 |

^(a) North America is comprised of the United States and Canada. Sales attributed to the United States were 55% and 56% of total Fortive sales for the three months ended April 3, 2026 and March 28, 2025, respectively.

NOTE 6. INCOME TAXES

Our effective tax rate for the three months ended April 3, 2026 was 16.6%, as compared to 15.8% for the three months ended March 28, 2025. The increase in the effective tax rate for the three months ended April 3, 2026 as compared to the three months ended March 28, 2025 was primarily related to the mix of earnings between jurisdictions and the impact of discrete items.

Our effective tax rate for the three months ended April 3, 2026, differs from the U.S. federal statutory rate of 21% due primarily to the impact of credits and deductions provided by law, including those associated with state income taxes, and changes in our uncertain tax position reserves.

NOTE 7. STOCK-BASED COMPENSATION

The 2016 Stock Incentive Plan (the “Stock Plan”), provides for the grant of stock appreciation rights, restricted stock units, and performance stock units (collectively, “Stock Awards”), stock options, or any other stock-based award. As of April 3, 2026, approximately 11 million shares of our common stock were available for subsequent issuance under the Stock Plan. For a full description of our Stock Plan, refer to Note 13 of our 2025 Annual Report on Form 10-K.

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

The following summarizes the components of our stock-based compensation expense under the Stock Plan (\$ in millions):

| | Three Months Ended | |
|---|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Stock Awards: | | |
| Pretax compensation expense | \$ 18.6 | \$ 17.9 |
| Income tax benefit | (3.1) | (3.0) |
| Stock Award expense, net of income taxes | 15.5 | 14.9 |
| Stock options: | | |
| Pretax compensation expense | 2.7 | 5.5 |
| Income tax benefit | (0.3) | (0.9) |
| Stock option expense, net of income taxes | 2.4 | 4.6 |
| Total stock-based compensation: | | |
| Pretax compensation expense | 21.3 | 23.4 |
| Income tax benefit | (3.4) | (3.9) |
| Total stock-based compensation expense, net of income taxes | \$ 17.9 | \$ 19.5 |

The following summarizes the unrecognized compensation cost for the Stock Plan awards and stock options as of April 3, 2026. This compensation cost is expected to be recognized over a weighted average period of approximately two years, representing the remaining service period related to the awards. Future compensation amounts will be adjusted for any changes in estimated forfeitures (\$ in millions):

| | |
|--------------------------------------|----------|
| Stock Awards | \$ 148.7 |
| Stock options | 13.7 |
| Total unrecognized compensation cost | \$ 162.4 |

NOTE 8. LEASES

Supplemental information related to operating leases for each period is presented as follows (\$ in millions):

| | As of | |
|--|---------------|-------------------|
| | April 3, 2026 | December 31, 2025 |
| Right-of-use (“ROU”) assets ^(a) | \$ 89.1 | \$ 96.1 |
| Operating lease liabilities ^(b) | 93.0 | 100.6 |

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

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

| | Three Months Ended | |
|---|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Operating lease costs | \$ 8.7 | \$ 7.6 |
| Cash paid for operating leases | 9.1 | 7.7 |
| ROU assets obtained in exchange for operating lease obligations | 0.5 | 0.7 |

For additional information about our leases, refer to Note 7 in our 2025 Annual Report on Form 10-K.

NOTE 9. NET EARNINGS PER SHARE

Basic net earnings per share (“EPS”) is calculated by dividing net earnings by the weighted average number of shares of common stock outstanding for the applicable period. Diluted EPS from continuing operations is similarly calculated, except that the calculation includes the dilutive effect of the assumed issuance of shares under stock-based compensation plans under the treasury stock method, except where the inclusion of such shares would have an anti-dilutive impact.

For the three months ended April 3, 2026 and March 28, 2025, the anti-dilutive options to purchase shares excluded from the diluted EPS calculation were 1.3 million and 1.5 million, respectively.

Information related to the calculation of net earnings per share of common stock is summarized as follows (\$ and shares in millions, except per share amounts):

| | Three Months Ended | |
|---|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Numerator | | |
| Net earnings from continuing operations | \$ 136.4 | \$ 112.6 |
| Denominator | | |
| Weighted average common shares outstanding used in basic earnings per share | 309.6 | 341.1 |
| Incremental common shares from: | | |
| Assumed exercise of dilutive options and vesting of dilutive Stock Awards | 3.2 | 3.5 |
| Weighted average common shares outstanding used in diluted earnings per share | 312.8 | 344.6 |
| Net earnings from continuing operations per common share - Basic | \$ 0.44 | \$ 0.33 |
| Net earnings from continuing operations per common share - Diluted | \$ 0.44 | \$ 0.33 |

Share Repurchase Programs

In February 2022, our Board adopted a share repurchase program (the “General Share Repurchase Program”), under which our Board has made various authorizations for the total repurchase of up to 58.8 million shares of our common stock. In 2025, in connection with the Separation, our Board adopted a separate and incremental special purpose share repurchase program (the “Special Share Repurchase Program”) under which we may repurchase up to \$550 million of our common stock exclusively from the proceeds we received from Ralliant in connection with the Separation.

As of April 3, 2026, there were 6.6 million shares and \$67.5 million remaining authorized under the General Share Repurchase Program and Special Share Repurchase Program, respectively. There is no expiration date for these repurchase programs, and the timing and amount of repurchases under the programs are determined by our management based on market conditions, tax regulation and other factors. The repurchase programs may be suspended or discontinued at any time by the Board.

During the three months ended April 3, 2026, the Company purchased 8.9 million shares of its common stock at an average share price of \$56.21. During the three months ended March 28, 2025, the Company purchased 2.5 million shares of its common stock at an average share price of \$81.01. Common stock repurchases, in excess of issuances, are subject to a 1% excise tax in the United States, which is recorded as part of the cost basis of the shares acquired and shown within Common stock repurchases in the Consolidated Condensed Statement of Equity. The payment of the excise tax is recorded within Repurchase of common shares in the Financing Activities section of the Consolidated Condensed Statement of Cash Flows.

NOTE 10. SEGMENT INFORMATION

We report our results in two separate business segments consisting of Intelligent Operating Solutions and Advanced Healthcare Solutions. We determine our business segments based on the identification of segment managers and similarities in products, end markets, economic characteristics, technologies, and services, as well as the financial data utilized by the Company's chief executive officer. The Company's chief operating decision maker (“CODM”) is the chief executive officer.

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

Segment results for the three months ended April 3, 2026 are shown below (\$ in millions):

| | Total | Intelligent Operating Solutions | Advanced Healthcare Solutions | Unallocated Corporate Costs and Other |
|---|------------|---------------------------------|-------------------------------|---------------------------------------|
| Sales | \$ 1,069.4 | \$ 743.2 | \$ 326.2 | \$ — |
| Cost of sales | (393.9) | (259.4) | (134.5) | — |
| Gross profit | 675.5 | 483.8 | 191.7 | — |
| Operating expenses | (483.8) | (297.6) | (159.0) | (27.2) |
| Operating profit (loss) | 191.7 | 186.2 | 32.7 | (27.2) |
| Non-operating income (expense), net | | | | |
| Interest expense, net | (31.6) | — | — | (31.6) |
| Other non-operating income (expense), net | 3.5 | — | — | 3.5 |
| Earnings from continuing operations before income taxes | \$ 163.6 | \$ 186.2 | \$ 32.7 | \$ (55.3) |
| Depreciation and amortization expenses | \$ (113.6) | \$ (62.4) | \$ (50.8) | \$ (0.4) |
| Capital expenditures | \$ (26.6) | \$ (20.7) | \$ (5.9) | \$ — |

Segment results for the three months ended March 28, 2025 are shown below (\$ in millions):

| | Total | Intelligent Operating Solutions | Advanced Healthcare Solutions | Unallocated Corporate Costs and Other |
|---|------------|---------------------------------|-------------------------------|---------------------------------------|
| Sales | \$ 993.1 | \$ 690.9 | \$ 302.2 | \$ — |
| Cost of sales | (355.6) | (231.5) | (124.1) | — |
| Gross profit | 637.5 | 459.4 | 178.1 | — |
| Operating expenses | (472.2) | (284.8) | (156.4) | (31.0) |
| Operating profit (loss) | 165.3 | 174.6 | 21.7 | (31.0) |
| Non-operating income (expense), net | | | | |
| Interest expense, net | (32.0) | — | — | (32.0) |
| Other non-operating income (expense), net | 0.4 | — | — | 0.4 |
| Earnings from continuing operations before income taxes | \$ 133.7 | \$ 174.6 | \$ 21.7 | \$ (62.6) |
| Depreciation and amortization expenses | \$ (108.0) | \$ (58.2) | \$ (49.5) | \$ (0.3) |
| Capital expenditures | \$ (21.1) | \$ (16.9) | \$ (4.0) | \$ (0.2) |

Segment Assets:

| (\$ in millions) | As of | |
|-----------------------------------|---------------|-------------------|
| | April 3, 2026 | December 31, 2025 |
| Intelligent Operating Solutions | \$ 6,287.6 | \$ 6,346.0 |
| Advanced Healthcare Solutions | 4,798.2 | 4,861.6 |
| Total segment assets | 11,085.8 | 11,207.6 |
| Other ^(a) | 493.5 | 509.3 |
| Assets of Discontinued Operations | 4.8 | 20.8 |
| Total assets | \$ 11,584.1 | \$ 11,737.7 |

^(a) Other represents corporate assets which consist primarily of cash, property, plant, and equipment, and net deferred income tax assets.

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

Fortive Corporation (“Fortive,” the “Company,” “we,” “us,” or “our”) innovates essential technologies to keep our world safe and productive. Our strategic segments - Intelligent Operating Solutions (“IOS”) and Advanced Healthcare Solutions (“AHS”) - include iconic inventor brands with leading positions in their markets. Our businesses design, develop, manufacture, and market products, software, and services, building upon leading brand names, innovative technologies, and strong market positions. Our research and development, manufacturing, sales, distribution, service, and administrative facilities are located in approximately 50 countries around the world.

Precision Technologies Separation

On June 28, 2025 (the “Distribution Date”), the Company completed the separation (the “Separation” or the “PT Separation”) of its former Precision Technologies segment by distributing to Fortive shareholders on a pro rata basis all of the issued and outstanding common stock of Ralliant Corporation (“Ralliant”), the entity incorporated to hold the PT businesses. The accounting requirements for reporting Ralliant as a discontinued operation were met when the Separation was completed. Accordingly, the accompanying consolidated condensed financial statements for all periods presented reflect this business as a discontinued operation. Unless otherwise indicated, all amounts in this quarterly report refer to continuing operations. Refer to Note 2 for additional information.

This Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) is designed to provide a reader of our financial statements with a narrative from the perspective of management. The following discussion should be read in conjunction with the MD&A and consolidated financial statements included in our 2025 Annual Report on Form 10-K. Our MD&A is divided into five sections:

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

INFORMATION RELATING TO FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this quarterly report, in other documents we file with or furnish to the Securities and Exchange Commission (“SEC”), in our press releases, webcasts, conference calls, materials delivered to shareholders and other communications, are “forward-looking statements” within the meaning of the United States federal securities laws. All statements other than historical factual information are forward-looking statements, including without limitation statements regarding: projections of revenue, expenses, profit, profit margins, tax rates, tax provisions, cash flows, pension and benefit obligations and funding requirements, our liquidity position or other financial measures; impact of government actions, including tariffs, other trade policies, government spending and tax laws; management’s plans and strategies for future operations, including statements relating to anticipated operating performance, capital allocation, financing, cost reductions, restructuring activities, new product and service developments, competitive strengths or market position, acquisitions, divestitures, strategic opportunities, financing, stock repurchases, and dividends; growth, declines and other trends in markets we sell into, including the expected impact of trade and tariff policies; the anticipated impacts and benefits of the completed separation of Ralliant; new or modified laws, regulations and accounting pronouncements; outstanding claims, legal proceedings, tax audits and assessments and other contingent liabilities; foreign currency exchange rates and fluctuations in those rates; impact of changes to tax laws; general economic and capital markets conditions, including expected impact of inflation or interest rate changes; impact of geopolitical events and other hostilities; the timing of any of the foregoing; assumptions underlying any of the foregoing; and any other statements that address events or developments that we intend or believe will or may occur in the future. Terminology, such as “believe,” “anticipate,” “should,” “could,” “intend,” “will,” “plan,” “expect,” “estimate,” “project,” “target,” “may,” “possible,” “potential,” “forecast” and “positioned” and similar references to future periods, are intended to identify forward-looking statements, although not all forward-looking statements are accompanied by such words.

Forward-looking statements are based on assumptions and assessments made by our management in light of their experience and perceptions of historical trends, current conditions, expected future developments, and other factors they believe to be appropriate. Forward-looking statements are not guarantees of future performance and actual results may differ materially from

the results, developments and business decisions contemplated by our forward-looking statements. Accordingly, you should not place undue reliance on any such forward-looking statements. Important factors that could cause actual results to differ materially from those envisaged in the forward-looking statements include, among others, the following:

Risk Related to Our Business Operations

- Conditions in the global economy, the markets we serve, and the financial markets may adversely affect our business and financial results.
- If we cannot adjust our manufacturing capacity, supply chain management or the purchases required for our manufacturing activities to reflect changes in market conditions, international trade policies, customer demand, prolonged government shutdown, and supply chain disruptions, our profitability may suffer. In addition, our reliance upon sole or limited sources of supply for certain materials, components, and services could cause production interruptions, delays and inefficiencies.
- Our financial results are subject to fluctuations in the cost and availability of commodities or components that we use in our operations.
- Our growth could suffer if the markets into which we sell our products and services decline, do not grow as anticipated, or experience cyclicality.
- We face intense competition and if we are unable to compete effectively, we may experience decreased demand and decreased market share. Even if we compete effectively, we may be required to reduce prices for our products and services.
- Our growth depends in part on the timely development and commercialization and customer acceptance of new and enhanced products and services based on technological innovation.
- Our ability to successfully manage leadership transitions and attract, develop, and retain senior leaders and other key employees is critical to our success.
- Disruptions in, or breaches in security of, our information technology systems, exfiltration of confidential or sensitive data, and other cyberattacks have adversely affected, and in the future could adversely affect, our business.
- Defects and unanticipated use or inadequate disclosure with respect to our products (including software) or services could adversely affect our business, reputation, and financial results.
- Adverse changes in our relationships with, or the financial condition, performance, purchasing patterns, or inventory levels of, key distributors and other channel partners could adversely affect our financial results.
- Work stoppages, works council campaigns, and other labor disputes could adversely impact our productivity and results of operations.
- If we suffer loss to our facilities, supply chains, distribution systems, or information technology systems due to catastrophe or other events, our operations could be seriously harmed.
- If we do not or cannot adequately protect our intellectual property, or if third parties infringe our intellectual property rights, we may suffer competitive injury or expend significant resources enforcing our rights.
- Third parties may claim that we are infringing or misappropriating their intellectual property rights and we could suffer significant litigation expenses, losses, or licensing expenses or be prevented from selling products or services.
- Our restructuring activities could have long-term adverse effects on our business.
- We are subject to a variety of litigation and other legal and regulatory proceedings in the course of our business that could adversely affect our financial results.
- Climate change, or legal or regulatory measures to address climate change, may negatively affect us.
- We use artificial intelligence in our business and in certain of our products, and challenges with properly managing its use could result in reputational harm, competitive harm, and legal liability, and adversely affect our results of operations.

Risk Related to Our International Operations

- International economic, political, legal, compliance, and business factors, including the continuing conflicts in the Middle East and in Ukraine, could negatively affect our financial results.
- Trade relations between the United States and other countries have been volatile and could have a material adverse effect on our business and financial results.
- Foreign currency exchange rates, including the volatility thereof, may adversely affect our financial results.

Risk Related to Our Investments and Dispositions

- Our strategy requires us to execute and deliver disciplined capital allocation.
- Our acquisition of businesses, investments, joint ventures, and other strategic relationships could negatively impact our financial results.
- The indemnification provisions of acquisition agreements by which we have acquired companies may not fully protect us and as a result we may face unexpected liabilities.
- Divestitures or other dispositions could negatively impact our business, and contingent liabilities from businesses that we have sold could adversely affect our financial results.
- Potential indemnification liabilities to Ralliant and Vontier Corporation (“Vontier”) pursuant to the respective separation agreements could materially and adversely affect our businesses, financial condition, results of operations, and cash flows.

Risk Related to Regulatory and Compliance Matters

- Changes in industry standards and governmental regulations may reduce demand for our products or services or increase our expenses.
- Our reputation, ability to do business, and financial results may be impaired by improper conduct by any of our employees, agents, or business partners.
- Our operations, products, and services expose us to the risk of environmental, health, and safety liabilities, costs, and violations that could adversely affect our reputation and financial results.
- Our businesses are subject to extensive regulation, including healthcare regulations; failure to comply with those regulations could adversely affect our financial results and our business, including our reputation.

Risk Related to Our Tax and Accounting Matters

- Changes in our effective tax rates or exposure to additional tax liabilities or assessments could affect our profitability. In addition, audits by tax authorities could result in additional tax payments for prior periods.
- We could incur significant liability if our separation from Danaher, our separation of Vontier, or our separation of Ralliant (together, the “Separation Transactions”) are determined to be taxable transactions.
- Changes in U.S. GAAP could adversely affect our reported financial results and may require significant changes to our internal accounting systems and processes.
- We may be required to recognize impairment charges for our goodwill and other intangible assets.

Risk Related to Our Financing Activities

- We have incurred a significant amount of debt, and our debt obligations, including the cost of such debt, will increase further if we incur additional debt and do not retire existing debt, our credit rating declines, or if the applicable interest rates rise.

See “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 for further discussion regarding reasons that actual results may differ materially from the results, developments, and business decisions contemplated by our forward-looking statements. Forward-looking statements speak only as of the date of the report, document, press release, webcast, call, materials or other communication in which they are made (or such earlier date as may be specified

in such statement). We do not assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise.

OVERVIEW

General

Fortive is a multinational business with global operations with approximately 44% of our sales derived from customers outside the United States in 2025. As a company with global operations, our businesses are affected by worldwide, regional, and industry-specific economic, trade policies, fiscal policies, regulatory, and political factors. Our geographic and industry diversity, as well as the range of products, software, and services we offer, typically help limit the impact of any one industry or the economy of any single country, except for the United States, on our operating results. Given the broad range of products manufactured, software and services provided, and geographies served, we do not use any indices other than general economic trends to predict the overall outlook for the Company. Our individual businesses monitor key competitors and customers, including their sales, to the extent possible, to gauge relative performance and the outlook for the future.

As a result of our geographic and industry diversity, we face a variety of opportunities and challenges, including technological development in most of the markets we serve, the expansion and evolution of opportunities in growing markets, trends and costs associated with a global labor force, trade policies, and consolidation of our competitors. We operate in a highly competitive business environment in most markets, and our long-term growth and profitability will depend, in particular, on our ability to expand our business across geographies and market segments, identify, consummate, and integrate appropriate acquisitions, develop innovative and differentiated new products, services, and software, expand and improve the effectiveness of our sales force, continue to reduce costs and improve operating efficiency and quality, attract relevant talent and retain, grow, and empower our talented workforce, and effectively address the demands of an increasingly regulated environment. We are making significant investments, organically and through acquisitions, to address technological change in the markets we serve and to improve our manufacturing, research and development, and customer-facing resources in order to be responsive to our customers throughout the world.

Segment Presentation

The IOS segment provides advanced instrumentation, software and services to tens of thousands of customers enabling their mission-critical workflows. The AHS segment supplies critical workflow solutions enabling healthcare providers to deliver exceptional patient care more efficiently. Refer to Note 1 of the consolidated condensed financial statements for further description of each segment.

Non-GAAP Measures

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

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

Business Trends

Our financial outlook is subject to various assumptions and risks, including but not limited to: ongoing geopolitical events; wars and hostilities in the Middle East and in Ukraine, including the corresponding impact on energy costs, interest rates, cybersecurity, international trade, and global economic conditions; monetary policies; inflationary pressures on expenses and pricing; uncertainties in governmental policies on international trade, regulations, sanctions, and healthcare; operational challenges from existing, new, increased, or uncertain status of tariffs, including in some cases, subsequent rollbacks, refunds, or suspensions; foreign exchange rate volatility, including the impact of unhedged foreign currency debts; reduction in U.S. government spending due to H.R.1, also known as the One Big Beautiful Bill Act (“OBBBA”); and overall fiscal policies, including investment and taxation policy initiatives being considered in the U.S.; the incremental impacts of the Pillar Two initiative from the Organization for Economic Co-operation and Development (“OECD”); and the impact from the Separation.

In addition, our financial outlook is subject to the impact of the Supreme Court of the United States ruling invalidating certain tariffs imposed under the International Emergency Economic Powers Act (the “IEEPA Ruling”). Impacts may include changes to operational and transaction costs; potential legislative or executive actions to reimpose similar tariffs; pricing or cost responses by customers, suppliers, and other supply chain partners; and actions by other countries, including changes to counter-tariffs or related trade agreements. In addition, there remains uncertainty regarding the amount of, and process for obtaining, refunds of invalidated tariffs from the government and our vendors, as well as the potential for refund requests from our customers.

We continue to monitor the conditions above and deploy the Fortive Business System (“FBS”), including tools and processes to leverage existing sourcing strategies and optimize production and logistics to actively manage these challenges and utilize pricing, cost and productivity actions and other countermeasures designed to offset the aforementioned dynamics.

RESULTS OF OPERATIONS

Sales Growth

The following table summarizes total aggregate year-over-year sales growth and the components thereof for the first quarter as compared to the comparable period of 2025:

| | % Change Three Months Ended April 3, 2026 vs. Comparable 2025 Period |
|--|---|
| Total revenue growth (GAAP) | 7.7 % |
| Excluding impact of: | |
| Acquisitions and divestitures ^(a) | — % |
| Currency exchange rates | (2.4) % |
| Core revenue growth (Non-GAAP) | 5.3 % |

^(a) Amount rounded to zero.

Sales in the three months ended April 3, 2026 (the “quarter” or the “first quarter”) were driven by favorable pricing of 2.2%, volume growth of 3.1%, in part driven by additional year-over-year selling days in the quarter, and favorable foreign currency translation. Geographically, in the first quarter, core revenue growth was driven primarily by strong demand in North America and Western Europe. Refer to the IOS and AHS segment sections for further detail.

Operating Profit Margins

In the first quarter, operating profit margin was 17.9%, compared to 16.6% in the comparable period of 2025, resulting in an increase of 130 basis points due to:

- The year-over-year favorable impacts from pricing, higher volume, reductions of excess cost through organizational streamlining, the favorable impact of foreign currency exchange rates and increased productivity measures through our FBS initiatives, partially offset by higher employee compensation and the unfavorable net impact of tariffs and related countermeasures — favorable 125 basis points
- The year-over-year effect of all other items in the first quarter including +50 basis points from amortization expense for existing businesses, partially offset by -20 basis points from unfavorable acquisition and divestiture-related impacts, and -25 basis points from discrete restructuring plans — favorable 5 basis points

INTELLIGENT OPERATING SOLUTIONS (IOS)
Selected Financial Data

| (\$ in millions) | Three Months Ended | |
|----------------------------------|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Sales | \$ 743.2 | \$ 690.9 |
| Operating profit | 186.2 | 174.6 |
| Depreciation | 14.7 | 11.6 |
| Amortization | 47.7 | 46.6 |
| Operating profit as a % of sales | 25.1 % | 25.3 % |
| Depreciation as a % of sales | 2.0 % | 1.7 % |
| Amortization as a % of sales | 6.4 % | 6.7 % |

Components of Sales Growth

| | % Change Three Months Ended April 3, 2026 vs. Comparable 2025 Period |
|---------------------------------------|--|
| Total revenue growth (GAAP) | 7.6 % |
| Excluding impact of: | |
| Acquisitions and divestitures | 0.1 % |
| Currency exchange rates | (2.5) % |
| Core revenue growth (Non-GAAP) | 5.2 % |

Sales growth in the first quarter was driven by favorable pricing of 2.1% across the segment, volume growth of 3.1%, primarily driven by facilities and asset lifecycle software and gas detection products, and favorable currency translation. Geographically, in the first quarter, core revenue growth was driven primarily by strong demand in North America and Western Europe.

In the first quarter, operating profit margin decreased 20 basis points, as compared to the comparable period of 2025, due to:

- The year-over-year effect of favorable pricing, higher volume, organizational streamlining, favorable impact from foreign currency exchange rates and increased productivity measures through our FBS initiatives, more than offset by higher employee compensation, the unfavorable net impact of tariffs and related countermeasures, and unfavorable mix — unfavorable 15 basis points
- The year-over-year effect of all other items in the first quarter, including +35 basis points from amortization expense for existing businesses, more than offset by -10 basis points in unfavorable acquisition and divestiture-related impacts, and -30 basis points from discrete restructuring plans — unfavorable 5 basis points

ADVANCED HEALTHCARE SOLUTIONS (AHS)
Selected Financial Data

| (\$ in millions) | Three Months Ended | |
|----------------------------------|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Sales | \$ 326.2 | \$ 302.2 |
| Operating profit | 32.7 | 21.7 |
| Depreciation | 5.3 | 4.9 |
| Amortization | 45.5 | 44.6 |
| Operating profit as a % of sales | 10.0 % | 7.2 % |
| Depreciation as a % of sales | 1.6 % | 1.6 % |
| Amortization as a % of sales | 13.9 % | 14.8 % |

Components of Sales Growth

| | % Change Three Months Ended April 3, 2026 vs. Comparable 2025 period |
|---------------------------------------|---|
| Total revenue growth (GAAP) | 7.9 % |
| Excluding impact of: | |
| Acquisitions and divestitures | — % |
| Currency exchange rates | (2.1) % |
| Core revenue growth (Non-GAAP) | 5.8 % |

Sales growth in the first quarter was driven by favorable pricing of 2.3% across the segment and volume growth of 3.5% which was driven by increased demand for sterilization products and dosimetry services, as well as favorable currency translation. Geographically, in the first quarter, core revenue growth was primarily driven by strong growth in North America.

In the first quarter, operating profit margin increased 280 basis points as compared to the comparable period of 2025, due to:

- Year-over-year favorable impact from pricing, volume, organizational streamlining, foreign currency exchange rates, and productivity measures through our FBS initiatives, partially offset by higher employee compensation — favorable 215 basis points
- The year-over-year effect of all other items in the first quarter, including +80 basis points from amortization expense for existing businesses, offset by -5 basis points from net effects of acquired and divested businesses, and -10 basis points from discrete restructuring plans — favorable 65 basis points

COST OF SALES AND GROSS PROFIT

| (\$ in millions) | Three Months Ended | |
|---------------------|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Sales | \$ 1,069.4 | \$ 993.1 |
| Cost of sales | (393.9) | (355.6) |
| Gross profit | \$ 675.5 | \$ 637.5 |
| Gross profit margin | 63.2 % | 64.2 % |

The year-over-year increase in gross profit was driven by favorable pricing, higher volume, and favorable impact from foreign currency exchange rates, partially offset by higher employee compensation and the net effect of tariffs and related countermeasures.

OPERATING EXPENSES

| (\$ in millions) | Three Months Ended | |
|--|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Sales | \$ 1,069.4 | \$ 993.1 |
| Selling, general and administrative (“SG&A”) | 417.3 | 408.2 |
| Research and development (“R&D”) | 66.5 | 64.0 |
| SG&A as a % of sales | 39.0 % | 41.1 % |
| R&D as a % of sales | 6.2 % | 6.4 % |

The year-over-year increase in SG&A was primarily due to higher employee compensation costs, in part from additional days in the quarter, and targeted growth investments to support innovation and commercial initiatives, partially offset by reductions of excess cost through organizational streamlining and benefits from productivity measures through our FBS initiatives.

R&D, consisting principally of internal and contract engineering personnel costs, increased during the first quarter as compared to the comparable period of 2025 due to ongoing investments in innovation.

NON-OPERATING INCOME (EXPENSE), NET

Interest Expense, net

Net interest expense for the first quarter of \$31.6 million was relatively flat as compared to \$32.0 million in the comparable period in 2025. For discussion of our outstanding indebtedness, refer to Note 4 to the consolidated condensed financial statements.

INCOME TAXES

Our effective tax rate for the three months ended April 3, 2026 was 16.6%, as compared to 15.8% for the three months ended March 28, 2025. The increase in the effective tax rate for the three months ended April 3, 2026 as compared to the three months ended March 28, 2025 was primarily related to the mix of earnings between jurisdictions and the impact of discrete items.

Our effective tax rate for the three months ended April 3, 2026, differs from the U.S. federal statutory rate of 21% due primarily to the impact of credits and deductions provided by law, including those associated with state income taxes, and changes in our uncertain tax position reserves.

COMPREHENSIVE INCOME

Comprehensive income decreased by \$105 million during the first quarter as compared to the comparable period in 2025 due to unfavorable changes in foreign currency translation of \$72 million, partially offset by a \$24 million increase in net earnings from continuing operations and a \$3 million increase from hedge adjustments. Additionally, there was a \$59 million decrease in net earnings from discontinued operations.

LIQUIDITY AND CAPITAL RESOURCES

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing, and financing activities. We generate substantial cash from operating activities and believe that our operating cash flow and other sources of liquidity, which consist of available cash, our revolving credit facility, and access to commercial paper, bank loans, and capital markets, will be sufficient to allow us to continue funding and investing in our existing businesses, consummate strategic acquisitions, execute strategic separations, repurchase common stock, make interest and principal payments on our outstanding indebtedness, fulfill our contractual obligations, and manage our capital structure on a short and long-term basis.

As of April 3, 2026, we held approximately \$356 million of cash and equivalents that were invested in highly liquid investment-grade instruments with a maturity of 90 days or less, of which approximately 90% was held outside of the United States.

We generally satisfy any short-term liquidity needs that are not met through operating cash flows and available cash primarily through issuances under our Commercial Paper Programs, which are supported by our \$2.0 billion Revolving Credit Facility. In addition to providing support for our Commercial Paper Programs, the Revolving Credit Facility can also be used for working capital and other general corporate purposes. As of April 3, 2026, no borrowings were outstanding under the Revolving Credit Facility. We also may from time to time access the capital markets, including to take advantage of favorable interest rate environments or other market conditions.

Our ability to access the commercial paper market, and the related costs of these borrowings, is affected by the strength of our credit rating and market conditions. Any downgrade in our credit rating would increase the cost of borrowing under our commercial paper programs and the Credit Agreement, and could limit or preclude our ability to issue commercial paper. If our access to the commercial paper market is adversely affected due to a downgrade, change in market conditions, or otherwise, we would expect to rely on a combination of available cash, operating cash flow, and the Revolving Credit Facility to provide short-term funding. In such event, the cost of borrowings under the Revolving Credit Facility could be higher than the historic cost of commercial paper borrowings.

On June 7, 2023, we filed with the SEC an “automatic shelf” registration statement (the “Shelf Registration Statement”). Under the Shelf Registration Statement, we may from time to time sell shares of common stock, preferred stock, debt securities, depository shares, purchase contracts, purchase units, warrants and subscription rights in one or more offerings.

We continue to monitor the financial markets, the stability of U.S. and international banks and general global economic conditions. In addition, our access to the capital markets and other financing sources is impacted by any change in our credit rating. If changes in financial markets or other areas of the economy or downgrade in our credit rating adversely affect our access to the capital markets and other financing sources, we would expect to rely on a combination of available cash and

existing available capacity under our credit facilities to provide short-term funding. As of April 3, 2026, we expect to have sufficient liquidity to satisfy our cash needs for the foreseeable future.

Refer to Note 4 of the consolidated condensed financial statements for additional information regarding our financing activities and indebtedness.

Overview of Cash Flows and Liquidity

Following is an overview of our cash flows and liquidity (\$ in millions):

| | Three Months Ended | |
|---|--------------------|----------------|
| | April 3, 2026 | March 28, 2025 |
| Total operating cash provided by continuing operations | \$ 220.4 | \$ 191.8 |
| Purchases of property, plant and equipment | \$ (26.6) | \$ (21.1) |
| All other investing activities | (0.1) | (1.0) |
| Total investing cash used in continuing operations | \$ (26.7) | \$ (22.1) |
| Net proceeds from commercial paper borrowings | \$ 591.7 | \$ 80.7 |
| Repurchase of common shares | (500.2) | (202.6) |
| Payment of dividends | (18.4) | (27.2) |
| Repayment of borrowings (maturities greater than 90 days) | (292.9) | — |
| All other financing activities | (8.7) | 8.1 |
| Total financing cash used in continuing operations | \$ (228.5) | \$ (141.0) |

Operating Activities

Operating cash flows from continuing operations can fluctuate significantly from period-to-period as working capital needs and the timing of payments for income taxes, interest, pension funding, and other items impact reported cash flows.

Operating cash flows from continuing operations were \$220 million during the first quarter, representing an increase of \$29 million when compared to the comparable period of 2025. The year-over-year change in operating cash flows was primarily attributable to the following factors:

- Year-over-year increase of \$27 million in operating cash flows from net earnings, net of non-cash items (Amortization, Depreciation, and Stock-based compensation).
- The aggregate cash generated from accounts receivable was entirely offset by cash used in inventories and trade accounts payable during the first quarter. The aggregate changes in accounts receivable, inventories, and trade accounts payable generated \$18 million in the comparable period of 2025. The amount of cash flow generated from or used in a period depends upon how effectively we manage the cash conversion cycle, which can be impacted by timing of revenue and collection from customers, vendor cash disbursement, and purchases of materials and components for certain businesses.
- The aggregate changes in prepaid expenses and other assets, and accrued expenses and other liabilities used \$51 million of cash in the first quarter as compared to using \$71 million of cash in the comparable period of 2025. The year-over-year changes were driven primarily by timing differences related to contract assets, contract liabilities, and payments of interest.

Investing Activities

Investing cash outflows from continuing operations in the first quarter were \$5 million greater than the comparable period of 2025, driven by higher capital expenditures.

Capital expenditures are made primarily for increasing production capacity, replacing aged equipment, supporting product development initiatives for hardware and software offerings, improving information technology systems, and purchasing equipment that is used in revenue arrangements with customers.

Financing Activities

Financing cash flows from continuing operations consist primarily of issuances and repayments of debt and commercial paper, payments of cash dividends to shareholders and share repurchases.

In the first quarter, financing activities from continuing operations used cash of \$229 million, reflecting the following transactions:

- We incurred \$592 million in net commercial paper borrowings.
- We repurchased 8.9 million shares of our common stock for approximately \$500 million.
- We made dividend payments to common shareholders totaling \$18 million.
- On February 13, 2026, Fortive repaid upon maturity the \$292.9 million of outstanding principal of the 3.7% Euro-denominated senior unsecured notes due 2026 using net proceeds from the commercial paper programs.

In the comparable 2025 period, financing activities from continuing operations used cash of \$141 million, reflecting the following transactions:

- We incurred \$81 million in net commercial paper borrowings.
- We repurchased 2.5 million shares of our common stock for approximately \$203 million.
- We made dividend payments to common shareholders totaling \$27 million.

CRITICAL ACCOUNTING ESTIMATES

There were no material changes during the three-month periods ended April 3, 2026 to the items we disclosed as our critical accounting estimates in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our 2025 Annual Report on Form 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our concentrations of credit risk arising from trade receivables is limited due to the diversity of our customers. Our businesses perform credit evaluations of their customers’ financial conditions as appropriate and also obtain collateral or other security when appropriate.

Additional quantitative and qualitative disclosures about market risk appear in “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Financial Instruments and Risk Management,” in our 2025 Annual Report on Form 10-K. There were no material changes during the three-month period ended April 3, 2026 to the information reported in our 2025 Annual Report on Form 10-K relating to our evaluation of interest rate, foreign currency exchange, and commodity price risk. Refer to Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations for discussion around the impact of these items in the first quarter.

ITEM 4. CONTROLS AND PROCEDURES

Our management, with the participation of the President and Chief Executive Officer, and the Senior Vice President and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on such evaluation, the President and Chief Executive Officer, and the Senior Vice President and Chief Financial Officer, have concluded that, as of the end of such period, these disclosure controls and procedures were effective.

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

PART II - OTHER INFORMATION

ITEM 1A. RISK FACTORS

Information regarding risk factors appears in “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Information Relating to Forward-Looking Statements,” in Part I - Item 2 of this Form 10-Q and in the “Risk Factors” section of our 2025 Annual Report on Form 10-K. There were no material changes during the quarter ended April 3, 2026 to the risk factors reported in the “Risk Factors” section of our 2025 Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In February 2022, our Board adopted a share repurchase program (the “General Share Repurchase Program”), under which our Board has made various authorizations for the total repurchase of up to 58.8 million shares of our common stock. In 2025, in connection with the Separation, our Board adopted a separate and incremental special purpose share repurchase program (the “Special Share Repurchase Program”) under which we may repurchase up to \$550 million of our common stock exclusively from the proceeds we received from Ralliant in connection with the Separation.

As of April 3, 2026, there were 6.6 million shares and \$67.5 million remaining authorized under the General Share Repurchase Program and Special Share Repurchase Program, respectively. There is no expiration date for these repurchase programs, and the timing and amount of repurchases under the programs are determined by the Company's management based on market conditions and other factors. The repurchase programs may be suspended or discontinued at any time by the Board of Directors.

The following table provides details about our share repurchases, including those pursuant to a 10b5-1 plan, during the fiscal quarter ended April 3, 2026.

| Period | Total number of shares (or units) purchased | Average price paid per share (or unit) | Total number of shares (or units) purchased as part of publicly announced plans or programs | Maximum number of shares (or units) that may yet be purchased under the General Share Repurchase Program | Maximum approximate dollar value that may yet be purchased under the Special Share Repurchase Program |
|--------------------------|--|---|--|---|--|
| January 1 - January 31 | 2,023,081 | \$ 53.87 | 2,023,081 | 13,480,182 | \$ 67,483,059 |
| February 1 - February 28 | 5,059,059 | 56.99 | 5,059,059 | 8,421,123 | 67,483,059 |
| March 1 - April 3 | 1,812,585 | 56.67 | 1,812,585 | 6,608,538 | 67,483,059 |
| Total | 8,894,725 | \$ 56.21 | 8,894,725 | 6,608,538 | \$ 67,483,059 |

ITEM 5. OTHER INFORMATION*Trading Plans*

During the first quarter ended April 3, 2026, no directors or Section 16 officers adopted, modified, or terminated any “Rule 10b5-1 trading arrangement” or any “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

| Exhibit Number | Description |
|-----------------------|---|
| 3.1 | Restated Certificate of Incorporation of Fortive Corporation (Incorporated by reference from Exhibit 3.1 to Fortive Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended June 28, 2024. Commission File No. 1-37654). |
| 3.2 | Amended and Restated Bylaws of Fortive Corporation (Incorporated by reference from Exhibit 3.1 to Fortive Corporation's Current Report on Form 8-K, filed on November 8, 2022. Commission File No. 1-37654). |
| 10.1 | Third Amended and Restated Credit Agreement, dated March 17, 2026, among Fortive Corporation, Bank of America, N.A., as Administrative Agent and USD Swing Line Lender, Bank of America, N.A. London Branch, as Alternative Currency Swing Line Lender, and the lenders referred to therein. (Incorporated by reference from Exhibit 10.1 to Fortive Corporation's Current Report on Form 8-K, filed on March 20, 2026. Commission File No. 1-37654). |
| 10.2 | Form of Fortive Corporation Performance Stock Unit Agreement.*† |
| 10.3 | Form of Fortive Corporation Non-Employee Directors Restricted Stock Unit Agreement.*† |
| 10.4 | Form of Fortive Corporation Non-Employee Directors Deferred Compensation Restricted Stock Unit Agreement.*† |
| 10.5 | Form of Fortive Corporation Restricted Stock Unit Agreement.*† |
| 31.1 | Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. † |
| 31.2 | Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. † |
| 32.1 | Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. † |
| 32.2 | Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. † |
| 101.INS | XBRL Instance Document - the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document. † |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document † |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document † |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document † |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document † |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document † |
| 104 | The cover page from this Quarterly Report on Form 10-Q for the quarter ended April 3, 2026, formatted in Inline XBRL and contained in Exhibit 101. |

* Indicates management contract or compensatory plan, contract or arrangement.
† Filed electronically herewith.

SIGNATURES

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

FORTIVE CORPORATION:

Date: April 30, 2026

By: /s/ Mark D. Okerstrom
Mark D. Okerstrom
Senior Vice President and Chief Financial Officer

Date: April 30, 2026

By: /s/ Christopher M. Mulhall
Christopher M. Mulhall
Chief Accounting Officer

FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNIT AGREEMENT

Unless otherwise defined herein, the terms defined in the Fortive Corporation 2016 Stock Incentive Plan (the “Plan”) will have the same defined meanings in this Performance Stock Unit Agreement, including any additional terms and conditions for the Participant’s country set forth in the addendum attached thereto as Addendum B (the “Addendum B”) (collectively, the “Agreement”).

I. NOTICE OF GRANT

Name: Participant Name

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

Date of Grant: Grant Date
Target PSUs: Number of awards granted

60% Target Shares Based on Vesting Conditions set forth in Addendum A-1 (“rTSR PSUs”)

40% Target Shares Based on Vesting Conditions set forth in Addendum A-2 (“Financial PSUs”)

Performance Period: January 1, 2026 through December 31, 2028

Vesting Conditions: Per this Agreement (including Addendum A)

IMPORTANT NOTICE: The Participant must affirmatively accept this Performance Stock Unit (“PSU”) Award. Acceptance must be completed in accordance with the procedure set forth in the Participant’s Fidelity NetBenefits account, and no later than one (1) month prior to the first vesting event date. Failure to accept the terms and conditions of the PSU award within this timeframe will result in the forfeiture of the PSUs, without compensation or further obligation on the part of the Company.

II. AGREEMENT

1. Grant of PSUs. Fortive Corporation (the “Company”) hereby grants to the Participant named in this Notice of Grant (the “Participant”), an Award of Performance Stock Units (or “PSUs”) subject to the terms and conditions of this Agreement and the Plan, which are incorporated herein by reference. In the

event of a conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall prevail.

2. Vesting.

3. (a) Vesting Schedule. Except as may otherwise be set forth in this Agreement or in the Plan, the Award shall vest with respect to the number of PSUs, if any, as determined pursuant to the terms of Addendum A (such terms are referred to herein as the “Vesting Conditions”); provided that (except as set forth in Sections 4(b) and 4(c) below) the Award shall not vest with respect to any PSUs under the terms of this Agreement unless the Participant continues to be actively employed with the Company or an Eligible Subsidiary from the Date of Grant through the date on which the Compensation Committee (the “Committee”) of the Company’s Board of Directors determines the number of PSUs that vest pursuant to the Vesting Conditions (the “Certification Date”). The Committee shall determine how many PSUs vest pursuant to the Vesting Conditions and such determination shall be final and conclusive. Until the Committee has made such a determination, none of the Vesting Conditions will be considered to have been satisfied. Such certification shall occur, if at all, no later than four (4) calendar months following the last day of the Performance Period (the “Certification End Date”).

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

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

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

5. (a) Form and Timing of Payment. The Award of PSUs represents the right to receive a number of Shares equal to the number of PSUs that vest pursuant to the Vesting Conditions. Prior to actual issuance of any Shares underlying the PSUs, such PSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Subject to the other terms of the Plan and this Agreement, with respect to any PSUs that vest in accordance with this Agreement (other than in cases where the Participant dies during employment, which is addressed in Section 4(b) below), the underlying Shares will be paid to the Participant in whole Shares as soon as practicable (but in any event within 90 days) following the first anniversary of the Certification Date, and such payment shall not be conditioned on continuation of the Participant’s active employment with the Company or an Eligible Subsidiary following the Certification Date. Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company’s securities may then be traded. The Committee may require the Participant to take any reasonable action in order to comply with any such rules or regulations.

6. (b) Acknowledgment of Potential Securities Law Restrictions. Unless a registration statement under the Securities Act covers the Shares issued upon vesting of a PSU, the

Committee may require that the Participant agree in writing to acquire such Shares for investment and not for public resale or distribution, unless and until the Shares subject to the Award are registered under the Securities Act. The Committee may also require the Participant to acknowledge that he or she shall not sell or transfer such Shares except in compliance with all applicable laws, and may apply such other restrictions as it deems appropriate. The Participant acknowledges that the U.S. federal securities laws prohibit trading in the stock of the Company by persons who are in possession of material, non-public information, and also acknowledges and understands the other restrictions set forth in the Company's Insider Trading Policy.

7. Termination of Employment.

(a) General. In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates for any reason (other than death, Early Retirement, Enhanced Retirement or Full Retirement) whether or not in breach of applicable labor laws, all PSUs that are unvested as of termination shall automatically terminate as of the date of termination and the Participant's right to receive further PSUs under the Plan shall also terminate as of the date of termination.

For purposes of the PSUs, the Participant's employment will be considered terminated as of the date the Participant is no longer actively providing services to the Company or an Eligible Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment or service agreement, if any). The Committee shall have discretion to determine whether the Participant has ceased to be actively employed by (or, if the Participant is a consultant or director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. The Participant's active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include any contractual notice period, a period of "garden leave", paid administrative leave or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment or service agreement, if any). Unless the Committee provides otherwise (1) termination of the Participant's employment will include instances in which the Participant is terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of the Participant's employer from the Company or an Eligible Subsidiary (whether by transfer of shares, assets or otherwise) such that the Participant's employer no longer constitutes an Eligible Subsidiary will constitute a termination of employment or service.

(b) Death.

(i) In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates (the date of any such termination (whether or not as a result of death) is referred to as the "Termination Date") as a result of death prior to the conclusion of the Performance Period, the Participant's estate will become vested in the portion of the Award determined by multiplying (1) the amount of Target PSUs (and related Dividend Equivalent Rights) subject to such Award, times (2) the quotient of the number of complete twelve-month periods between and including the Date of Grant and the Termination Date (provided that any partial twelve-month period between and including the Date of Grant and the Termination Date shall also be considered a complete twelve-month period for purposes of this pro-rata methodology), divided by the total number of twelve-month periods in the Performance Period. With respect to any PSUs that vest pursuant

to this Section 4(b), the underlying Shares (and related Dividend Equivalent Rights) will be paid to the Participant's estate as soon as reasonably practicable (but in any event within 90 days) following the Participant's death.

(ii) In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates as a result of death following the conclusion of the Performance Period but prior to the date the Shares (and related Dividend Equivalent Rights) underlying vested PSUs are issued and paid, the underlying Shares (and related Dividend Equivalent Rights) will be paid to the Participant's estate as soon as reasonably practicable (but in any event within 90 days) following the later of (i) the Participant's death, and (ii) the Certification End Date.

(iii) For avoidance of doubt, in all other situations, if the Participant dies after the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates but prior to the date the Shares (and related Dividend Equivalent Rights) underlying vested PSUs are issued and paid, the underlying Shares (and related Dividend Equivalent Rights) will be paid to the Participant's estate as soon as reasonably practicable (but in any event within 90 days) following the first anniversary of the Certification Date.

(c) Retirement.

(i) *Early Retirement.* In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates prior to the Certification Date as a result of Early Retirement, then the Participant will become vested in a number of PSUs (and related Dividend Equivalent Rights) determined by multiplying (1) the amount of PSUs actually earned pursuant to the Vesting Conditions (which shall be determined following completion of the Performance Period) by (2) the quotient of (A) the number of complete months between and including the Date of Grant and the Termination Date (provided that any partial month between and including the Date of Grant and the Termination Date shall also be considered a complete month for purposes of this pro-rata methodology), divided by (B) the total number of months in the Performance Period (such quotient is referred to as the "Retirement Proration Quotient"), provided that the Retirement Proration Quotient shall never be greater than 1.0. "Early Retirement" shall mean the Participant's voluntary termination of employment on or after attainment of age fifty-five (55) at a time when the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to sixty-five (65).

(ii) *Enhanced Retirement.* In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates prior to the Certification Date as a result of Enhanced Retirement, then the Participant will become vested in a number of PSUs (and related Dividend Equivalent Rights) determined by multiplying (1) the amount of PSUs actually earned pursuant to the Vesting Conditions (which shall be determined following the completion of the Performance Period) by (2) the Retirement Proration Quotient assuming for purposes of such formula that the Termination Date occurred on the one year anniversary of the Participant's actual Termination Date, provided that the Retirement Proration Quotient shall never be greater than 1.0. "Enhanced Retirement" shall mean the Participant's voluntary termination of employment on or after attainment of age sixty (60) at a time when the sum of the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to seventy (70).

(iii) *Full Retirement.* In the event the Participant's active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates prior to the

Certification Date as a result of Full Retirement, then the Participant will become vested in the total number of PSUs actually earned pursuant to the Vesting Conditions (which shall be determined following the completion of the Performance Period) as if the Participant had continued to be actively employed through the Certification Date. "Full Retirement" shall mean the Participant's voluntary termination of employment, either (1) on or after attainment of age sixty-two (62) at a time when the sum of the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to eighty (80) or (2) Normal Retirement.

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

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

(e) Violation of Post-Employment Covenant. To the extent that any of the Participant's unvested PSUs remain outstanding under the terms of the Plan or this Agreement after the Termination Date, any unvested PSUs shall expire as of the date the Participant violates any covenant not to compete or other post-employment covenant that exists between the Participant on the one hand and the Company or any subsidiary of the Company, on the other hand.

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

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

9. Amendment of PSUs or Plan.

(a) The Plan and this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof. The Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. The Company's Board may amend, modify or terminate the Plan or any Award in any respect at any time; provided, however, that modifications to this Agreement or the Plan that materially and adversely affect the Participant's rights

hereunder can be made only in an express written contract signed by the Company and the Participant. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement and the Participant's rights under outstanding PSUs as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, (1) upon a Substantial Corporate Change, (2) as required by law, or (3) to comply with Section 409A of the Internal Revenue Code of 1986 ("Section 409A") or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award.

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

10. Responsibility for Taxes.

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

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

Depending on the withholding method, the Company and/or Employer may withhold or account for Tax Related Items by considering statutory withholding rates or other applicable withholding rates,

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

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

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

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

11. Rights as Shareholder; Dividends. The Participant shall have no rights as a shareholder of the Company, no dividend rights (except as expressly provided in this Section 8 with respect to Dividend Equivalent Rights) and no voting rights with respect to the PSUs or any Shares underlying or issuable in respect of such PSUs until such Shares are actually issued to the Participant. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the stock certificate or book entry evidencing such Shares. If on or after the Date of Grant and prior to the date the Shares underlying vested PSUs are issued to the Participant the Board declares a cash dividend on the shares of Company Common Stock, the Participant will be credited with dividend equivalents equal to (i) the per share cash dividend paid by the Company on its Common Stock on the dividend payment date established by the Committee, multiplied by (ii) the total number of PSUs subject to the

Award that vest (a “Dividend Equivalent Right”); provided that any Dividend Equivalent Rights credited pursuant to the foregoing provisions of this Section 8 shall be subject to the same vesting, payment and other terms, conditions and restrictions as the PSUs to which they relate and for the avoidance of doubt shall only vest and be paid if and when the PSUs to which such Dividend Equivalent Rights relate vest and the underlying shares are issued; and provided further that Dividend Equivalent Rights that vest and are paid shall be paid in cash.

12. Nature of Grant. In accepting the PSUs, the Participant acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Electronic Delivery.

17. (a) If the Participant executes this Agreement electronically, for the avoidance of doubt the Participant acknowledges and agrees that his or her execution of this Agreement

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

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

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

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

1. **Data Privacy Notice and Consent.**

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

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

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

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

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

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

20. Governing Law and Venue. The laws of the State of Delaware (other than its choice of law provisions) shall govern this Agreement and its interpretation. For purposes of litigating any dispute that arises with respect to the PSUs, this Agreement or the Plan, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of New Castle County, or the United States Federal court for the District of Delaware, and no other courts;

and waive, to the fullest extent permitted by law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. Any claim under the Plan, this Agreement or any Award must be commenced by the Participant within twelve (12) months of the earliest date on which the Participant's claim first arises, or the Participant's cause of action accrues, or such claim will be deemed waived by the Participant.

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

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

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

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

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

26. Addendum B. Notwithstanding any provisions in this Agreement, the PSUs and any Shares subject to the PSUs shall be subject to any additional terms and conditions for the Participant's country of employment and country of residence, if different, as set forth in Addendum B. Moreover, if the Participant relocates to one of the countries including in Addendum B, the additional terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in any adverse accounting expense with respect to the

PSUs (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). Addendum B constitutes part of this Agreement.

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

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

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

30. **Consent and Agreement With Respect to Plan.** The Participant (1) acknowledges that the Plan and the prospectus relating thereto are available to the Participant on the website maintained by the Company's third party stock plan administrator; (2) represents that he or she has read and is familiar with the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of his or her choice prior to executing this Agreement and fully understands all provisions of the Agreement and the Plan; (3) accepts these PSUs subject to all of the terms and provisions thereof; (4) consents and agrees to all amendments that have been made to the Plan since it was adopted in 2016 (and for the avoidance of doubt consents and agrees to each amended term reflected in the Plan as in effect on the date of this Agreement), and consents and agrees that all options, restricted stock units and PSUs, if any, held by the Participant that were previously granted under the Plan as it has existed from time to time are now governed by the Plan as in effect on the date of this Agreement (except to the extent the Committee has expressly provided that a particular Plan amendment does not apply retroactively); and (5) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

31.

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

PARTICIPANT FORTIVE CORPORATION

Electronic Signature _____
Signature Signature

Participant Name _____
Print Name Print Name

_____ _____
Title

Residence Address

ADDENDUM A-1**PERFORMANCE VESTING REQUIREMENTS for rTSR PSUs**

1. Performance Criteria. For the avoidance of doubt, terms defined in the Agreement will have the same definition in this Addendum A-1. The number rTSR PSUs awarded hereunder that vest will be determined based on the Company's relative total shareholder return ("TSR") percentile for the Performance Period. The percentage of the Target rTSR PSUs (and related Dividend Equivalent Rights) that vest will be determined as follows:

| | <u>Percentage of Target rTSR PSUs</u> | <u>TSR Percentile Rank That Will Vest on Vesting Date</u> |
|---------------------------|---------------------------------------|---|
| 75th percentile and above | 200% | |
| 55th percentile | 100% | |
| 25th percentile | 25% | |
| Below 25th percentile | 0% | |

For TSR Percentile Rank performance for the Performance Period between the levels indicated above, the portion of the rTSR PSUs that vest will be determined on a straight-line basis (i.e., linearly interpolated) between the two nearest vesting percentages indicated above. The rTSR PSUs that do not vest will terminate. Notwithstanding the foregoing, if the Company's TSR for the Performance Period is negative, in no event shall more than one hundred percent (100%) of the Target PSUs vest.

2. Definitions. For purposes of the Award, the following definitions will apply:

- "Beginning Price" means, with respect to the Company and any other Comparison Group member, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the twenty (20) consecutive trading days ending with the last trading day before the Grant Date. For the purpose of determining Beginning Price, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date.
- "Comparison Group" means the Company and each other company included in the Standard & Poor's 500 index on the first day of the Performance Period and, except as provided below, the common stock (or similar equity security) of which is continually listed or traded on a national securities exchange from the first day of the Performance Period through the last trading day of the Performance Period. In the event a member of the Comparison Group files for bankruptcy or liquidates due to an insolvency, such company shall continue to be treated as a Comparison Group member, and such company's Ending Price will be treated as \$0 if the common stock (or similar equity security) of such company is no longer listed or traded on a national securities exchange on the last trading day of the Performance Period (and if multiple members of the Comparison Group file for bankruptcy or liquidate due to an insolvency, such members shall be ranked in order of when such bankruptcy or liquidation occurs, with earlier bankruptcies/liquidations ranking lower than later bankruptcies/liquidations). In the event of a formation of a new parent company by a Comparison Group member, substantially all of the assets and liabilities of which consist immediately after the transaction of the equity interests in the original.
- Comparison Group member or the assets and liabilities of such Comparison Group member immediately prior to the transaction, such new parent company shall be substituted for the

Comparison Group member to the extent (and for such period of time) as its common stock (or similar equity securities) are listed or traded on a national securities exchange but the common stock (or similar equity securities) of the original Comparison Group member are not. In the event of a merger or other business combination of two Comparison Group members (including, without limitation, the acquisition of one Comparison Group member, or all or substantially all of its assets, by another Comparison Group member), the surviving, resulting or successor entity, as the case may be, shall continue to be treated as a member of the Comparison Group, provided that the common stock (or similar equity security) of such entity is listed or traded on a national securities exchange through the last trading day of the Performance Period. With respect to the preceding two sentences, the applicable stock prices shall be equitably and proportionately adjusted to the extent (if any) necessary to preserve the intended incentives of the awards and mitigate the impact of the transaction.

- “Ending Price” means, with respect to the Company and any other Comparison Group member, the average of the closing market prices of such company’s common stock on the principal exchange on which such stock is traded for the twenty (20) consecutive trading days ending on the last trading day of the Performance Period. For the purpose of determining Ending Price, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the ex-dividend date.
- “Performance Period” means the Performance Period specified in the Notice of Grant.
- “Target PSUs” means the target number of PSUs subject to the Award as specified in the Notice of Grant.
- “TSR” shall be determined with respect to the Company and any other Comparison Group member by dividing: (a) the sum of (i) the difference obtained by subtracting the applicable Beginning Price from the applicable Ending Price plus (ii) all dividends and other distributions on the respective shares with an ex-dividend date that falls on or after the Grant Date during the Performance Period by (a) the applicable Beginning Price. Any non-cash distributions shall be valued at fair market value

“TSR Percentile Rank” means the percentile ranking of the Company’s TSR among the TSRs for the Comparison Group members for the Performance Period. TSR Percentile Rank is determined by ordering the Comparison Group members (plus the Company if the Company is not one of the Comparison Group members) from highest to lowest based on TSR for the relevant Performance Period and counting down from the company with the highest TSR (ranked first) to the Company’s position on the list.

ADDENDUM A-2**PERFORMANCE VESTING REQUIREMENTS for Financial PSUs**

Performance Criteria. For the avoidance of doubt, terms defined in the Agreement will have the same definition in this Addendum A-2. The number of Financial PSUs awarded hereunder that vest will be equal to the Financial Target Percentage of the target number of Financial PSUs. For the purposes of this Addendum A-2, "Financial Target Percentage" means the three-year average of the annual payout percentage (ranging from 200% to 0% of target for each year) for the core revenue growth rate metric under the Executive Incentive Compensation Plan for each of the calendar years during the three-year performance period from [January 1, 2026 through December 31, 2028].

ADDENDUM B**FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNIT AGREEMENT**

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

This Addendum may also include information regarding exchange controls, tax and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect as of January 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information contained herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time Participant vests in the PSUs or sells the Shares acquired under the Plan.

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

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

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

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

The Company is located at 6920 Seaway Blvd Everett, Washington 98203, United States of America and grants PSUs under the Plan to employees of the Company and its Subsidiaries in its sole discretion. The Participant should review the following information about the Company's data processing practices.

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

and generally administering employee equity awards and to satisfy its contractual obligations under the terms of the Agreement. The Participant's refusal to provide personal data may affect the Participant's ability to participate in the Plan. As such, by participating in the Plan, the Participant voluntarily acknowledges the collection, processing and use, of the Participant's personal data as described herein.

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

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

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

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

PARTICIPANTS IN AUSTRALIA

Securities Law Information.

The offer of PSUs is being made under Division 1A, Part 7.12 of the Australian *Corporations Act 2001 (Cth)*.

Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in that Act).

Exchange Control Notice

Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers of any amount. The Australian bank assisting with the transaction will file the report for the Participant. If there is no Australian bank involved in the transfer, the Participant will be responsible for filing the report.

PARTICIPANTS IN GERMANY**Exchange Control Notice**

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

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN THE UNITED KINGDOM**Tax Obligations**

This provision supplements Section 7 of the Agreement:

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

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Participant may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Participant,

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

**FORTIVE CORPORATION 2016 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT**

(Non-Employee Directors)

Unless otherwise defined herein, the terms defined in the Fortive Corporation 2016 Stock Incentive Plan (the “Plan”) will have the same defined meanings in this Restricted Stock Unit Agreement (the “Agreement”).

I. NOTICE OF GRANT

Name:

Address:

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

Date of Grant ___

Number of Restricted Stock Units ___

Vesting Schedule:

Time-Based Vesting Criteria The time-based vesting criteria will be satisfied with respect to 100% of the shares underlying the RSUs on the earlier of (1) the first anniversary of the Date of Grant, or (2) the date of, and immediately prior to, the next annual meeting of shareholders of the Company following the Date of Grant.

II. AGREEMENT

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

2. Vesting.

(a) Vesting Schedule. Except as may otherwise be set forth in this Agreement or in the Plan, RSUs awarded to a Participant shall not vest until the Participant continues to be actively providing services to the Company for the periods required to satisfy the time-based vesting criteria (“Time-Based Vesting Criteria”) applicable to such RSUs. The Time-Based Vesting Criteria applicable to RSUs are referred to as “Vesting Conditions,” and the date upon which all Vesting Conditions are satisfied is referred to as the “Vesting Date.” The Vesting Conditions shall be established by the Compensation Committee (the “Committee”) of the Company’s Board of Directors and reflected in the

account maintained for the Participant by an external third party administrator of the RSU awards. Further, during any approved leave of absence (and without limiting the application of any other rules governing leaves of absence that the Committee may approve from time to time pursuant to the Plan), to the extent permitted by applicable law the Committee shall have discretion to provide that the vesting of the RSUs shall be frozen as of the first day of the leave (or as of any subsequent day during such leave, as applicable) and shall not resume until and unless the Participant returns to active service.

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

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

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

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

4. Termination.

(a) General. In the event the Participant’s active service-providing relationship with the Company terminates for any reason (other than death, Early Retirement or Normal Retirement) whether or not in breach of applicable labor laws, all RSUs that are unvested as of termination shall automatically terminate as of the date of termination and Participant’s right to receive further RSUs under the Plan shall also terminate as of the date of termination. The Committee shall have discretion to determine whether the Participant has ceased actively providing services to the Company, and the effective date on which such active service-providing relationship terminated. The Participant’s active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g. a period of “garden leave”, paid administrative leave or similar period pursuant to applicable law). Unless the Committee provides otherwise, termination will include instances in which Participant is terminated and immediately rehired as an independent contractor.

(b) Death. Upon Participant’s death, any unvested RSUs shall vest.

(c) Retirement.

(i) Upon termination of employment by reason of the Participant's Early Retirement, unless contrary to applicable law and unless otherwise provided by the Committee either initially or subsequent to the grant of the relevant Award, a pro-rata portion of the RSUs that are unvested as of the Early Retirement date (i.e. based on the ratio of (x) the number of full or partial months worked by the Participant from the Date of Grant to the Early Retirement date to (y) the total number of months in the original time-based vesting schedule for such RSUs) will vest as of the Time-Based Vesting Date for such RSUs.

(ii) Upon termination of employment by reason of the Participant's Normal Retirement, unless contrary to applicable law and unless otherwise provided by the Committee either initially or subsequent to the grant of the relevant Award, the RSUs that are unvested as of the Normal Retirement date will vest as of the Time-Based Vesting Date for such RSUs.

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

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

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

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

6. Amendment of RSUs or Plan.

(a) The Plan and this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. The Company's Board may amend, modify or terminate the Plan or any Award in any respect at any time; provided, however, that modifications to this Agreement or the Plan that materially and adversely affect the Participant's rights hereunder can be made only in an express written contract signed by the Company and the Participant. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement and Participant's rights under outstanding RSUs as it deems necessary or

advisable, in its sole discretion and without the consent of the Participant, (1) upon a Substantial Corporate Change, (2) as required by law, or (3) to comply with Section 409A of the Internal Revenue Code of 1986 (“Section 409A”) or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award.

7. Tax Obligations.

(a) Taxes. Regardless of any action the Company takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, payment on account or other tax related items (“Tax Related Items”), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs is and remains the Participant’s responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the Shares, the subsequent sale of Shares acquired at vesting and the receipt of any dividends or dividend equivalents; and (ii) does not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant’s liability for Tax Related Items.

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

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

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

9. No Right to Continue as Eligible Director. Nothing in the Plan or this Agreement shall confer upon the Participant any right to continuation as an Eligible Director.

10. Board Authority. The Board and/or the Committee shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of the Agreement

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

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

12. **Electronic Delivery.**

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

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

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

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

13. **Data Privacy.** *This Section 13 provides important information about the Company's use of personal information about the Participant. For the purposes of applicable data privacy laws the data controller is Fortive Corporation with registered offices at 6920 Seaway Blvd, Everett, Washington 98203. Participants should read the information below carefully:*

(a) **Uses of Data and Legal Basis.** *In order to implement, administer and manage the Participant's participation in the Plan it will be necessary for the Company to collect, use and transfer, in electronic or other form, the Participant's Data, (as defined below) by and among, as applicable, the Employer, the Company and its Subsidiaries. . The use of the Participant's Data for these purposes is necessary for the performance of the Plan and for the Company to fulfil its contractual commitments to the Participant. The Participant's refusal to provide the Data set out in subsection (b) below may affect the Participant's ability to participate in the Plan.*

(b) **Categories of Data.** *In order to implement, administer and manage the Participant's participation in the Plan Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, and job title, any shares of stock or directorships held in the Company, details of the RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data").*

(c) **Sharing and Transferring Data.** *In order to implement, administer and manage the Participant's participation in the Plan, the Participant's Data may be transferred to Fidelity Stock Plan Services and its affiliated companies, or such other stock plan service provider or any other third party (as may be selected by the Company in the future) which is assisting the Company with the implementation, administration and management of the Plan. Data may also be shared with a broker or other third party with whom the Participant may elect to deposit any Shares acquired upon vesting of the RSUs. The recipients of the Data may be located in the Participant's country or elsewhere, and the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. Where this is the case, the Company will take steps to put in place appropriate safeguards in respect of the Participant's Data. Under the data privacy laws of certain countries, the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative.*

(d) **Retention and Legal Rights.** *Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. Under the data privacy laws of certain countries the Participant may , request access to and receive a copy of Data, request additional information about the storage and processing of Data, require any necessary amendments to Data in any case without cost, by contacting in writing his or her local human resources representative. The Company will handle such requests in accordance with applicable law and there may therefore be legal reasons why the Company cannot grant the Participant's request.*

For more information, the Participant may contact his or her local human resources representative.

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

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

16. **Governing Law and Venue.** The laws of the State of Delaware (other than its choice of law provisions) shall govern this Agreement and its interpretation. For purposes of litigating any dispute that arises with respect to the RSUs, this Agreement or the Plan, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of New Castle County, or the United States Federal court for the District of Delaware, and no other courts;

and waive, to the fullest extent permitted by law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. Any claim under the Plan, this Agreement or any Award must be commenced by a Participant within twelve (12) months of the earliest date on which the Participant's claim first arises, or the Participant's cause of action accrues, or such claim will be deemed waived by the Participant.

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

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

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

(c) Participant's participation in the Plan is voluntary;

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

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

(f) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the Award or from any diminution in value of the Award or Shares upon vesting of the Award resulting from termination of Participant's continuous service by the Company or any Subsidiary (for any reason whatsoever and whether or not in breach of applicable labor laws of the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any, and whether or not later found to be invalid) and in consideration of the grant of the Award, Participant irrevocably releases the Company and any Subsidiary 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 signing the Agreement/electronically accepting the Agreement, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue or seek remedy for any such claim;

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

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

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

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

20. Insider Trading/Market Abuse Laws. The Participant acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the Company Shares are listed,

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

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

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

23. **Consent and Agreement With Respect to Plan.** Participant (1) acknowledges that the Plan and the prospectus relating thereto are available to Participant on the website maintained by the Company’s third party stock plan administrator; (2) represents that he or she has read and is familiar with the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of his or her choice prior to executing this Agreement and fully understands all provisions of the Agreement and the Plan; (3) accepts these RSUs subject to all of the terms and provisions thereof; (4) consents and agrees to all amendments that have been made to the Plan since it was adopted in 2016 (and for the avoidance of doubt consents and agrees to each amended term reflected in the Plan as in effect on the date of this Agreement), and consents and agrees that all options and restricted stock units, if any, held by Participant that were previously granted under the Plan as it has existed from time to time are now governed by the Plan as in effect on the date of this Agreement (except to the extent the Committee has expressly provided that a particular Plan amendment does not apply retroactively); and (5) agrees to accept as

binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

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

PARTICIPANT FORTIVE CORPORATION

Signature Signature

Print Name Print Name

Residence Address

Title

FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

(Non-Employee Directors Deferred Compensation)

Unless otherwise defined herein, the terms defined in the Fortive Corporation 2016 Stock Incentive Plan (the “Plan”) will have the same defined meanings in this Restricted Stock Unit Agreement (the “Agreement”).

I. NOTICE OF GRANT

Name:

Address:

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

Date of Grant ___

Number of Restricted Stock Units ___

Vesting Schedule:

Time-Based Vesting Criteria The time-based vesting criteria will be satisfied with respect to 100% of the shares underlying the RSUs on the earlier of (1) the first anniversary of the Date of Grant, or (2) the date of, and immediately prior to, the next annual meeting of shareholders of the Company following the Date of Grant.

Payment Date _____

II. AGREEMENT

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

2. Vesting.

(a) Vesting Schedule. Except as may otherwise be set forth in this Agreement or in the Plan, RSUs awarded to a Participant shall not vest until the Participant continues to be actively providing services to the Company for the periods required to satisfy the time-based vesting criteria (“Time-Based Vesting Criteria”) applicable to such RSUs. The Time-Based Vesting Criteria applicable to RSUs are referred to as “Vesting Conditions,” and the date upon which all Vesting Conditions are

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

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

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

(a) Form and Timing of Payment. The Award of RSUs represents the right to receive a number of Shares equal to the number of RSUs that vest pursuant to the Vesting Conditions. Unless and until the RSUs have vested in the manner set forth in Sections 2 and 4, Participant shall have no right to payment of any such RSUs. Prior to actual issuance of any Shares underlying the RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Subject to the other terms of the Plan and this Agreement, any RSUs that vest in accordance with Sections 2 and 4 will be paid to the Participant in whole Shares on the earlier of (i) the first day of the payment date specified in Section I above (the “Payment Date”), or (ii) the Participant’s date of death (or in each case the next business day thereafter if such date is not a business day). Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company’s securities may then be traded. The Committee may require the Participant to take any reasonable action in order to comply with any such rules or regulations.

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

4. Termination.

(a) General. In the event the Participant’s active service-providing relationship with the Company terminates for any reason (other than death, Early Retirement or Normal Retirement) whether or not in breach of applicable labor laws, all RSUs that are unvested as of termination shall automatically terminate as of the date of termination and Participant’s right to receive further RSUs under the Plan shall also terminate as of the date of termination. The Committee shall have discretion to determine whether the Participant has ceased actively providing services to the Company, and the effective date on which such active service-providing relationship terminated. The Participant’s active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g. a period of “garden leave”, paid administrative leave or similar period pursuant to applicable law).

Unless the Committee provides otherwise, termination will include instances in which Participant is terminated and immediately rehired as an independent contractor.

(b) Death. Upon Participant's death, any unvested RSUs shall vest.

(c) Retirement.

(i) Upon termination of employment by reason of the Participant's Early Retirement, unless contrary to applicable law and unless otherwise provided by the Committee either initially or subsequent to the grant of the relevant Award, a pro-rata portion of the RSUs that are unvested as of the Early Retirement date (i.e. based on the ratio of (x) the number of full or partial months worked by the Participant from the Date of Grant to the Early Retirement date to (y) the total number of months in the original time-based vesting schedule for such RSUs) will vest as of the Time-Based Vesting Date for such RSUs.

(ii) Upon termination of employment by reason of the Participant's Normal Retirement, unless contrary to applicable law and unless otherwise provided by the Committee either initially or subsequent to the grant of the relevant Award, the RSUs that are unvested as of the Normal Retirement date will vest as of the Time-Based Vesting Date for such RSUs.

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

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

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

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

6. Amendment of RSUs or Plan.

(a) The Plan and this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises,

representations, or inducements other than those contained herein. The Company's Board may amend, modify or terminate the Plan or any Award in any respect at any time; provided, however, that modifications to this Agreement or the Plan that materially and adversely affect the Participant's rights hereunder can be made only in an express written contract signed by the Company and the Participant. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement and Participant's rights under outstanding RSUs as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, (1) upon a Substantial Corporate Change, (2) as required by law, or (3) to comply with Section 409A of the Internal Revenue Code of 1986 ("Section 409A") or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award.

7. Tax Obligations.

8. (a) Taxes. Regardless of any action the Company takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, payment on account or other tax related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs is and remains the Participant's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the Shares, the subsequent sale of Shares acquired at vesting and the receipt of any dividends or dividend equivalents; and (ii) does not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax Related Items.

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

9.

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

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

11. No Right to Continue as Eligible Director. Nothing in the Plan or this Agreement shall confer upon the Participant any right to continuation as an Eligible Director.

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

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

14. Electronic Delivery.

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

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

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

(a) (d) The Company may, in its sole discretion, decide to deliver by electronic means any documents related to the RSUs, to participation in the Plan, or to future awards granted under the Plan, or otherwise required to be delivered to the Participant pursuant to the Plan or under applicable law, including but not limited to, the Plan, the Agreement, the Plan prospectus and any reports of the Company generally provided to shareholders. Such means of electronic delivery may include, but do not necessarily include, the delivery of a link to the Company's intranet or the internet site of a third party involved in administering the Plan, the delivery of documents via electronic mail ("e-mail") or such other

means of electronic delivery specified by the Company. By executing this Agreement, the Participant hereby consents to receive such documents by electronic delivery. *At the Participant's written request to the Secretary of the Company, the Company shall provide a paper copy of any document at no cost to the Participant.*

16. **Data Privacy.** *This Section 13 provides important information about the Company's use of personal information about the Participant. For the purposes of applicable data privacy laws the data controller is Fortive Corporation with registered offices at 6920 Seaway Blvd, Everett, Washington 98203. Participants should read the information below carefully:*

(a) **Uses of Data and Legal Basis.** *In order to implement, administer and manage the Participant's participation in the Plan it will be necessary for the Company to collect, use and transfer, in electronic or other form, the Participant's Data, (as defined below) by and among, as applicable, the Employer, the Company and its Subsidiaries. . The use of the Participant's Data for these purposes is necessary for the performance of the Plan and for the Company to fulfil its contractual commitments to the Participant. The Participant's refusal to provide the Data set out in subsection (b) below may affect the Participant's ability to participate in the Plan.*

(b) **Categories of Data.** *In order to implement, administer and manage the Participant's participation in the Plan Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, and job title, any shares of stock or directorships held in the Company, details of the RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data").*

(c) **Sharing and Transferring Data.** *In order to implement, administer and manage the Participant's participation in the Plan, the Participant's Data may be transferred to Fidelity Stock Plan Services and its affiliated companies, or such other stock plan service provider or any other third party (as may be selected by the Company in the future) which is assisting the Company with the implementation, administration and management of the Plan. Data may also be shared with a broker or other third party with whom the Participant may elect to deposit any Shares acquired upon vesting of the RSUs. The recipients of the Data may be located in the Participant's country or elsewhere, and the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. Where this is the case, the Company will take steps to put in place appropriate safeguards in respect of the Participant's Data. Under the data privacy laws of certain countries, the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative.*

(d) **Retention and Legal Rights.** *Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. Under the data privacy laws of certain countries the Participant may , request access to and receive a copy of Data, request additional information about the storage and processing of Data, require any necessary amendments to Data in any case without cost, by contacting in writing his or her local human resources representative. The Company will handle such requests in accordance with applicable law and there may therefore be legal reasons why the Company cannot grant the Participant's request.*

For more information, the Participant may contact his or her local human resources representative.

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

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

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

20.
21. Nature of RSUs. In accepting the RSUs, Participant acknowledges and agrees that:

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

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

(c) Participant's participation in the Plan is voluntary;

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

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

(f) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the Award or from any diminution in value of the Award or Shares upon vesting of the Award resulting from termination of Participant's continuous service by the Company or any Subsidiary (for any reason whatsoever and whether or not in breach of applicable labor laws of the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any, and whether or not later found to be invalid) and in consideration of the grant of the Award, Participant irrevocably releases the Company and any Subsidiary 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 signing the Agreement/electronically accepting the Agreement, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue or seek remedy for any such claim;

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

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

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

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

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

25.

21. Recoupment. The RSUs granted pursuant to this Agreement are subject to the terms of the Fortive Corporation Recoupment Policy as it exists from time to time (a copy of the Recoupment Policy as it exists from time to time is available on the Company's internal website) (the "Policy") if and to the extent such Policy by its terms applies to the RSUs, and to the terms required by applicable law; and the terms of the Policy and such applicable law are incorporated by reference herein and made a part hereof.

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

23. Consent and Agreement With Respect to Plan. Participant (1) acknowledges that the Plan and the prospectus relating thereto are available to Participant on the website maintained by the Company's third party stock plan administrator; (2) represents that he or she has read and is familiar with the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of his or her choice prior to executing this Agreement and fully understands all provisions of the Agreement and the Plan; (3) accepts these RSUs subject to all of the terms and provisions thereof; (4) consents and agrees to all amendments that have been made to the Plan since it was adopted in 2016 (and for the avoidance of doubt consents and agrees to each amended term reflected in the Plan as in effect on the date of this Agreement), and consents and agrees that all options and restricted stock units, if any, held by Participant that were previously granted under the Plan as it has existed from time to time are now governed by the Plan as in effect on the date of this Agreement (except to the extent the Committee has expressly provided that a particular Plan amendment does not apply retroactively); and (5) agrees to accept as binding, conclusive and final

all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

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

PARTICIPANT FORTIVE CORPORATION

Signature Signature

Print Name Print Name

Title

Residence Address

FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined herein, the terms defined in the Fortive Corporation 2016 Stock Incentive Plan (the “Plan”) will have the same defined meanings in this Restricted Stock Unit Agreement, including any additional terms and conditions for the Participant's country set forth in the addendum attached thereto (the “Addendum”) (collectively, the “Agreement”). The provisions of the Addendum are incorporated by reference herein and made a part of the Agreement, and to the extent any provision in the Addendum conflicts with any provision set forth elsewhere in the Agreement (including without limitation any provisions relating to Retirement), the provision set forth in the Addendum shall control.

II. NOTICE OF GRANT

Name: Participant Name

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

Date of Grant Grant Date

Number of Restricted Stock Units Number of awards granted

Vesting Schedule: Vesting Schedule

Time-Based Vesting Criteria The RSUs will vest pursuant to the Vesting Schedule noted above.

| |
|---|
| <p>IMPORTANT NOTICE: The Participant must affirmatively accept this Restricted Stock Unit (“RSU”) Award. Acceptance must be completed in accordance with the procedure set forth in the Participant’s Fidelity NetBenefits account, and no later than one (1) month prior to the first vesting event date. Failure to accept the terms and conditions of the RSU award within this timeframe will result in the forfeiture of the RSUs, without compensation or further obligation on the part of the Company.</p> |
|---|

III. AGREEMENT

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

a conflict between the terms and conditions of the Plan and the Agreement, the terms and conditions of the Plan shall prevail.

2. Vesting.

(a) Vesting Schedule. Except as may otherwise be set forth in the Agreement or in the Plan, with respect to each Tranche of RSUs granted under this Agreement (a “Tranche” consists of all RSUs as to which the Time-Based Vesting Criteria are scheduled to be satisfied on the same date), the Tranche shall not vest unless the Participant continues to be actively employed with the Company or an Eligible Subsidiary for the period required to satisfy the Time-Based Vesting Criteria applicable to such Tranche (the date on which the Time-Based Vesting Criteria applicable to a Tranche are scheduled to be satisfied is the “Time-Based Vesting Date”). Vesting shall be determined separately for each Tranche. The date upon which the Time-Based Vesting Criteria applicable to that Tranche are satisfied is referred to as the “Vesting Date” for such Tranche. The vesting conditions shall be established by the Compensation Committee (the “Committee”) of the Company’s Board of Directors (or by one or more members of Company management, if such power has been delegated in accordance with the Plan and applicable law) and reflected in the account maintained for the Participant by an external third party administrator of the RSU awards. Further, during any approved leave of absence (and without limiting the application of any other rules governing leaves of absence that the Committee may approve from time to time pursuant to the Plan), to the extent permitted by applicable law the Committee shall have discretion to provide that the vesting of the RSUs shall be frozen as of the first day of the leave (or as of any subsequent day during such leave, as applicable) and shall not resume until and unless the Participant returns to active employment.

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

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

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

(b) Acknowledgment of Potential Securities Law Restrictions. Unless a registration statement under the Securities Act covers the Shares issued upon vesting of an RSU, the Committee may require that the Participant agree in writing to acquire such Shares for investment and not for public resale

or distribution, unless and until the Shares subject to the RSUs are registered under the Securities Act. The Committee may also require the Participant to acknowledge that he or she shall not sell or transfer such Shares except in compliance with all applicable laws, and may apply such other restrictions as it deems appropriate. The Participant acknowledges that the U.S. federal securities laws prohibit trading in the stock of the Company by persons who are in possession of material, non-public information, and also acknowledges and understands the other restrictions set forth in the Company's Insider Trading Policy.

4. Termination of Employment.

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

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

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

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

(c) Retirement.

(i) Early Retirement. If the Participant's active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Early

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Retirement, then, unless contrary to applicable law, with respect to each Tranche that is unvested as of the Early Retirement date, a pro-rata portion of such Tranche shall remain outstanding and will vest as of the Time-Based Vesting Date for such Tranche. The pro-rata portion of each unvested Tranche that shall continue vesting shall be determined by multiplying (1) the total number of RSUs in such Tranche by (2) the quotient of (A) the number of full or partial months worked by the Participant from the Date of Grant to the Early Retirement date, divided by (B) the total number of months in the original time-based vesting schedule of the Tranche (the "Retirement Proration Quotient"), provided that the Retirement Proration Quotient shall never be greater than 1.0. "Early Retirement" shall mean the Participant's voluntary termination of employment on or after attainment of age fifty-five (55) at a time when the Participant's age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to sixty-five (65).

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

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

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

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

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

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

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

6. Amendment of RSUs or Plan.

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

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

7. Responsibility for Taxes.

(a) Withholding Taxes. Regardless of any action the Company or any Subsidiary employing the Participant (the "Employer") takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items ("Tax Related Items"), the Participant acknowledges that the ultimate liability for all Tax Related Items associated with the RSUs is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax Related Items

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in connection with any aspect of the RSUs, including, but not limited to, the grant or vesting of the RSUs, the delivery of the Shares, the subsequent sale of Shares acquired at vesting and the receipt of any dividends; and (ii) do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax Related Items. Further, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Related Items in more than one jurisdiction.

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

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

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

(c) Code Section 409A. The intent of the parties is that payments and benefits under the Agreement comply with Section 409A of Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Agreement shall be interpreted and be administered to be in compliance

Exhibit A

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

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

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

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
 - (b) the Plan is operated and the RSUs are granted solely by the Company, and only the Company is a party to the Agreement; accordingly, any rights the Participant may have under the Agreement, including related to the RSUs, may be raised only against the Company and not any other Subsidiary (including, but not limited to, the Employer);
 - (c) no Subsidiary (including, but not limited to, the Employer) has any obligation to make any payment of any kind to the Participant under this Agreement);
 - (d) the award of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs or benefits in lieu of RSUs or other equity awards, even if RSUs have been awarded in the past;
 - (e) all decisions with respect to future equity awards, if any, will be at the sole discretion of the Company;
 - (f) the Participant's participation in the Plan is voluntary;
 - (g) the award of RSUs and Shares subject to the RSUs, and the income from and value of same, are an extraordinary item that (i) does not constitute compensation of any kind for services of any kind rendered to the Company or any Subsidiary, and (ii) is outside the scope of Participant's employment or service contract, if any;
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Exhibit A

- (h) the award of RSUs and Shares subject to the RSUs, and the income and value of same, are not intended to replace any pension rights or compensation;
- (i) the award of RSUs and Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary;
- (j) unless otherwise expressly agreed with the Company, the RSUs and Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Subsidiary;
- (k) the future value of the underlying Shares is unknown and cannot be predicted with certainty;
- (l) the value of the Shares acquired upon vesting/settlement of the RSUs may increase or decrease in value;
- (m) in consideration of the award of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the award or from any diminution in value of the RSUs or Shares upon vesting of the RSUs resulting from (i) termination of the Participant's employment or continuous service by the Company or any Subsidiary (for any reason whatsoever and whether or not in breach of applicable labor laws of the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and/or (ii) application of any clawback or recovery policy as described in Section 25 of the Agreement;
- (n) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon vesting;
- (o) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Participant's acquisition or sale of the underlying Shares; and
- (p) the Participant should consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

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

Exhibit A

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

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

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

13. Electronic Delivery.

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

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

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

(d) The Company may, in its sole discretion, decide to deliver by electronic means any documents related to the RSUs, to participation in the Plan, or to future awards granted under the Plan, or otherwise required to be delivered to the Participant pursuant to the Plan or under applicable law, including but not limited to, the Plan, the Agreement, the Plan prospectus and any reports of the Company

generally provided to shareholders. Such means of electronic delivery may include, but do not necessarily include, the delivery of a link to the Company's intranet or the internet site of a third party involved in administering the Plan, the delivery of documents via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company. By executing the Agreement, the Participant hereby consents to receive such documents by electronic delivery. At the Participant's written request to the Secretary of the Company, the Company shall provide a paper copy of any document at no cost to the Participant.

14. **Data Privacy Notice and Consent.**

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

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

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

Participant's consent may affect his or her ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

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

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

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

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

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

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

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

Exhibit A

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

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

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

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

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

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

26. **Consent and Agreement With Respect to Plan.** The Participant (a) acknowledges that the Plan and the prospectus relating thereto are available to the Participant on the website maintained by the Company's third party stock plan administrator; (b) represents that he or she has read and is familiar with the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of his or her choice prior to executing the Agreement and fully understands all provisions of the Agreement and the Plan; (c) accepts these RSUs subject to all of the terms and provisions thereof; (d) consents and agrees to all amendments that have been made to the Plan since it was adopted in 2016 (and for the avoidance of doubt consents and agrees to each amended term reflected in the Plan as in effect on the date of the Agreement), and consents and agrees that all options and restricted stock units, if any, held by the Participant that were previously granted under the Plan as it has existed from time to time are now governed by the Plan as in effect on the date of the Agreement (except to the extent the Committee has expressly provided that a particular Plan amendment does not apply retroactively); and (e) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or the Agreement.

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

PARTICIPANT

Exhibit A

Electronic Signature

Signature

Participant Name

Print Name

ADDENDUM

**FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT**

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

This Addendum may also include information regarding exchange controls, tax and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control, tax and other laws in effect as of January 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information contained herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time Participant vests in the RSUs or sells the Shares acquired under the Plan.

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

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

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

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

The Company is located at 6920 Seaway Blvd Everett, Washington 98203, United States of America and grants RSUs under the Plan to employees of the Company and its Subsidiaries in its sole discretion. The Participant should review the following information about the Company's data processing practices.

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

Exhibit A

and generally administering employee equity awards and to satisfy its contractual obligations under the terms of the Agreement. The Participant's refusal to provide personal data may affect the Participant's ability to participate in the Plan. As such, by participating in the Plan, the Participant voluntarily acknowledges the collection, processing and use, of the Participant's personal data as described herein.

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

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

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

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

PARTICIPANTS IN ARGENTINA

Securities Law Notice

Neither the RSUs nor underlying Shares are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*). Neither this nor any other offering material related to the RSUs nor the underlying Shares may be utilized in connection with any general offering to the public in Argentina. Argentine residents who acquire RSUs under the Plan do so according to the terms of a private offering made from outside Argentina.

Foreign Asset/Account Reporting Information

If the Participant holds Shares as of December 31 of any year, the Participant is required to report the holding of Shares on his or her personal tax return for the relevant year.

PARTICIPANTS IN AUSTRALIA

Securities Law Information.

The offer of RSUs is being made under Division 1A, Part 7.12 of the Australian *Corporations Act 2001 (Cth)*.

Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in that Act).

Exchange Control Notice

Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers of any amount. The Australian bank assisting with the transaction will file the report for the Participant. If there is no Australian bank involved in the transfer, the Participant will be responsible for filing the report.

PARTICIPANTS IN AUSTRIA

Exchange Control Notice

If the Participant holds securities (including the Shares acquired under the Plan) or cash (including proceeds from the sale of Shares) outside of Austria, the Participant may be subject to reporting obligations to the Austrian National Bank. If the value of the Shares meets or exceeds a certain threshold, the Participant must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Participant sells the Shares acquired under the Plan or receives a dividend payment, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds a certain threshold, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed forms.

PARTICIPANTS IN BELGIUM

Foreign Asset/Account Reporting Information

Belgian residents are required to report any security (e.g., the Shares acquired under the Plan) or bank accounts (including brokerage accounts) opened and maintained outside of Belgium on their annual tax return. The Participant will also be required to complete a separate report providing the National Bank of Belgium with details regarding any such account (including the account number, the name of the bank in

which such account is held and the country in which such account is located). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption.

Stock Exchange Tax

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

Annual Securities Account Tax

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

PARTICIPANTS IN BRAZIL

Labor Law Policy and Acknowledgement

This provision supplements Section 8 of the Agreement:

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

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

Compliance with Law

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

Foreign Asset/Account Reporting Information

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

Tax on Financial Transactions (IOF)

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

PARTICIPANTS IN CANADA

RSUs Payable Only in Shares

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

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

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

Termination of Employment

This provision replaces the second paragraph of Section 4(a) of the Agreement:

For purposes of the RSUs, and subject to the minimum requirements of applicable employment standards legislation, the Participant's employment will be considered terminated as of the date that is the earlier of (1) the date of termination of the participant's employer-employee or service-providing relationship; and (2) the date the Participant is no longer actively employed or actively providing services to the Company or an Eligible Subsidiary regardless of any notice period or period of pay in lieu of such notice arising at common law; the Committee shall have discretion to determine whether the Participant has ceased to be actively employed by (or, if the Participant is a consultant or director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated.

Further to the foregoing, if applicable employment standards legislation explicitly requires continued vesting during a statutory notice period then vesting of the RSUs, if any, will terminate effective upon the expiry of the applicable minimum statutory notice period. The Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the statutory notice period, nor will the Participant be entitled to any compensation for lost vesting. For greater certainty, this includes circumstances where the termination is later found to constitute wrongful dismissal at common law. The Participant acknowledges the forfeiture of vesting for any period beyond the applicable minimum statutory notice period, including any additional period of common law notice, explicitly waives any claims relating to such vesting, including damages in lieu, and acknowledges the Company's reliance on

that waiver. Any vesting that occurs during the minimum applicable statutory notice period under this Addendum is deemed to satisfy any entitlements that may arise under applicable employment standards legislation. The Participant is not entitled to additional vesting beyond what is expressly provided under this Addendum.

Nature of Grant

Section 8 of the Agreement will apply, except as explicitly and minimally required under applicable legislation.

Securities Law Notice

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

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN CHILE

Securities Law Notice

The offer of RSUs refers to securities not registered in the Registry of Securities or in the Registry of Foreign securities of the Chilean Commission for the Financial Market, and therefore: (i) the Shares shall not be subject to public offering in Chile; and (ii) the Company is not subject to the oversight of the Chilean Commission for the Financial Market nor to the continual information obligations that Chilean law and regulations require from registered issuers.

Exchange Control Notice

Chilean residents are not required to repatriate proceeds obtained from the sale of shares or from dividends to Chile; however, if the Participant decides to repatriate proceeds from the sale of shares and/or dividends and the amount exceeds US\$10,000, the Participant must effect such repatriation through the Former Exchange Market (*i.e.*, commercial bank or registered foreign exchange office in Chile). If the Participant does not repatriate the proceeds and uses such proceeds for the payment of other obligations contemplated under a different Chapter of the Foreign Exchange Regulations, the Participant must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within the first ten (10) days of the month following the transaction.

Exhibit A

If the Participant's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the value of the Shares acquired under the Plan), the Participant must report the investments to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. The Participant should consult with his or her personal legal advisor regarding any exchange control obligations that the Participant may have prior to the vesting of the RSUs.

Foreign Asset/Account Reporting Information

The Chilean Internal Revenue Service ("CIRS") requires all taxpayers to provide information annually regarding: (i) any taxes paid abroad which taxpayers will use as a credit against Chilean income tax, and (ii) the results of investments held abroad. The sworn statements disclosing this information (or *Formularios*) must be submitted electronically through the CIRS website at www.sii.cl, using Form 1929, in accordance with applicable deadlines each year. Chilean taxpayers who fail to meet these requirements may be ineligible to receive certain foreign tax credits.

PARTICIPANTS IN CHINA

Exchange Control Restrictions Applicable to Participants who are PRC Nationals

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

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

deposited into this account. In addition, the Participant understands and agrees that the Participant will be responsible for converting the proceeds into Renminbi Yuan at the Participant's expense.

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

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

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

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

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN COLOMBIA

Labor Law Acknowledgement

The following provision supplements Section 8 of the Agreement:

The Participant acknowledges that pursuant to Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), amended by Article 15 Law 50, 1990, the Plan, the RSUs, the underlying Shares, and any other amounts or payments granted or realized from participation in the Plan do not constitute a component of the Participant's "salary" for any purpose. To this extent, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions or any other labor-related amount which may be payable.

Mandate Letter

In accepting the RSUs, the Participant agrees that, if requested by the Company or any Eligible Subsidiary, the Participant will execute a Mandate Letter or such other document (whether electronically or by such other method as required by the Company or any Eligible Subsidiary) that the Company determines is necessary or advisable in order that (i) a sufficient number of Shares to be allocated to the Participant upon vesting can be sold on the Participant's behalf to cover Tax Related Items required to be

withheld by the Company or any Eligible Subsidiary and (ii) the proceeds from such sale can be wired directly from the Company to the Eligible Subsidiary in Colombia for remittance to the tax authorities.

Securities Law Notice

The Shares are not and will not be registered with the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the Shares may not be offered to the public in Colombia. Nothing in the Plan, the Agreement (including this Addendum) or any other document evidencing the grant of the RSUs should be construed as making a public offer of securities in Colombia.

Exchange Control Notice

The Participant's investment in shares outside of Colombia (including Shares acquired under the Plan) are subject to registration with the Central Bank of Colombia (*Banco de la República*) as foreign investments held abroad, regardless of the value. In addition, all payments related to the liquidation of such investments must be transferred through the Colombian foreign exchange market (e.g., local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*).

Foreign Asset/Account Reporting Information

An annual informative return must be filed with the Colombian Tax Office detailing any assets held abroad (including the Shares acquired under the Plan). If the individual value of any of these assets exceeds a certain threshold, each asset must be described (e.g., its nature and its value) and the jurisdiction in which it is located must be disclosed. The Participant acknowledges that he or she personally is responsible for complying with this tax reporting requirement.

PARTICIPANTS IN THE CZECH REPUBLIC

Exchange Control Notice

The Czech National Bank (the "CNB") may require the Participant to fulfill certain notification duties in relation to the Shares acquired or any dividends paid on such shares, and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, the Participant should consult with his or her personal legal advisor prior to the vesting to ensure compliance with current regulations. The Participant is solely responsible for ensuring compliance with exchange control laws in the Czech Republic.

PARTICIPANTS IN DENMARK

Danish Stock Option Act

Notwithstanding any provisions in the Agreement to the contrary, the treatment of the RSUs upon the Participant's termination of employment shall be governed by the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships, as amended January 1, 2019 (the "Amended Act"), as in effect at the time of the Participant's termination of employment (as determined by the Administrator, in its discretion, in consultation with legal counsel). The Participant also acknowledges that any grants of RSUs under the Plan made on or after January 1, 2019 is subject to the rules of the Amended Act. The Participant acknowledges having received an "Employer Information Statement" in Danish, which is being provided to comply with the Stock Option Act.

Foreign Asset/Account Reporting Information

The establishment of an account holding the Shares or an account holding cash outside Denmark must be reported to the Danish Tax Administration as part of the Participant's annual tax return under the section related to foreign affairs and income.

**FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN**

EMPLOYER INFORMATION STATEMENT – DENMARK
STOCK OPTION AND / OR RESTRICTED STOCK UNIT GRANT ON
[Grant Date]

Pursuant to section 3(1) of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the “Stock Option Act”), Fortive Corporation (the “Company”) is providing you with the following information regarding the Company’s grant of a stock option (“Stock Option”) and / or restricted stock units (“RSUs”) (each an “Award”) in a separate written statement. This statement contains only the information mentioned in the Stock Option Act, while the other terms and conditions of your Award(s) are described in detail in the Fortive Corporation 2016 Stock Incentive Plan (the “Plan”), the Fortive Stock Option Agreement and / or the Fortive Restricted Stock Unit Agreement (each an “Agreement”) and the Addendum to the Agreement(s) (which form part of the Agreement(s)), all of which have been given to you.

It is stated in section 1 of the Stock Option Act that the Stock Option Act only applies to employees. “Employees” are defined in section 2 of the Stock Option Act as persons who receive remuneration for their personal services in an employment relationship. Persons, including managers, who are not regarded as employees under the Stock Option Act, will not be subject to the Stock Option Act. If you are not an employee within the meaning of the Stock Option Act, the Company therefore has no obligation to issue an Employer Information Statement to you and you will not be able to rely on this Employer Information Statement for legal purposes.

Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Agreement or the Plan.

1. Date of Grant

The date of grant for the Award(s) is [Grant Date].

2. Terms and Conditions of the Grants

The grant of the Award(s) is made at the sole discretion of the Board or the appropriate Committee of the Board. In its assessment, the Board (or the appropriate Committee of the Board) considered a number of factors, including

(but not limited to) the Company's performance, the projected impact of the grant on the Company's earnings, and the value of the grants as compared to those of the Company's comparator group of companies. The Company may decide, in its sole discretion, not to make any grants of Stock Options and / or RSUs to you in the future. Under the terms of the Plan and the Agreement(s), you have no entitlement or claim to receive future grants of Stock Options and / or RSUs.

3. Vesting Dates

Stock Option

The Stock Option will vest in accordance with the terms of the Plan and the Agreement. Under the terms of the Agreement, the Stock Option generally will vest and become exercisable 20% per year on each anniversary of the date of grant.

RSUs

The RSUs will vest in accordance with the terms of the Plan and the Agreement. Under the terms of the Agreement, the RSUs generally will vest 20% per year on each anniversary of the date of grant.

4. Exercise Price

Stock Option

During the Stock Option exercise period, the Stock Option can be exercised to purchase shares of the Company's common stock at a price corresponding to the fair market value of the stock at the time of grant, as determined by the Company. For this Stock Option grant, the exercise price of the Stock Option is USD [Grant Price].

RSUs

Because each RSU entitles you to receive one share of the Company's common stock on the date of vesting without any cost to you or other payment required from you, there is no exercise price associated with the RSUs.

5. Your Rights upon Termination

Stock Option

In the event your active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates for any reason (other than death or Full Retirement) all unvested Options shall be automatically forfeited as of the date of termination and your right to receive Options under the Plan shall also terminate as of the date of termination. For purposes of this Option, your employment will be considered terminated as of the date you are no longer

actively providing services to the Company or an Eligible Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any). The Committee shall have discretion to determine whether you have ceased to be actively employed by (or, if you are a consultant or director, have ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. Your active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include any contractual notice period, a period of "garden leave", paid administrative leave or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any) and in the event of your termination of employment (whether or not in breach of applicable labor laws), your right to exercise any Option after termination of employment, if any, shall be measured by the date of termination of active employment or service and shall not be extended by any notice period mandated under employment laws in the jurisdiction where you are employed or terms of your employment or service agreement, if any. Unless the Committee provides otherwise (1) termination of your employment will include instances in which you are terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of your employer from the Company or an Eligible Subsidiary (whether by transfer of shares, assets or otherwise) such that your employer no longer constitutes an Eligible Subsidiary will constitute a termination of employment or service.

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

Death. Upon your death prior to termination of employment, all unexpired Options shall become fully exercisable and may be exercised for a period of twelve (12)

months thereafter (subject to the Expiration Date of the Option) by the personal representative of your estate or any other person to whom the Option is transferred under a will or under the applicable laws of descent and distribution.

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

Retirement

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

(ii) *Full Retirement.* In the event your active employment or other active service-providing relationship with the Company or Eligible Subsidiary terminates as a result of Full Retirement, and the Date of Grant of this Option precedes your Full Retirement date by at least six (6) months, then your unvested Options will continue to vest and such Options together with any Options that are vested as of your Full Retirement date shall remain outstanding and (once vested) may be exercised until the fifth anniversary of the Full Retirement date (or if earlier, the Expiration Date of the Option). If the Date of Grant of this Option does not precede your Full Retirement date by at least six (6) months, the post-termination exercise period with respect to such Option shall be governed by the other provisions of this Section 5, as applicable. "Full Retirement" shall mean your voluntary termination of employment, either (1) on or after attainment of age sixty-two (62) at a time when the sum of your age plus years of service with the Company or an Eligible Subsidiary is greater than or equal to eighty (80) or (2) Normal Retirement.

Gross Misconduct. If your employment with the Company or an Eligible Subsidiary is terminated for Gross Misconduct, your unexercised Options shall terminate immediately as of the time of termination, without consideration. You acknowledge

and agree that your termination of employment shall also be deemed to be a termination of employment by reason of your Gross Misconduct if, after your employment has terminated, facts and circumstances are discovered or confirmed by the Company that would have justified a termination for Gross Misconduct.

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

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

RSUs

In the event your active employment or other active service-providing relationship with the Company or an Eligible Subsidiary terminates for any reason (other than death, Enhanced Retirement or Full Retirement), all RSUs that are unvested as of termination shall automatically terminate as of the date of termination and your right to receive further RSUs under the Plan shall also terminate as of the date of termination. For purposes of the RSUs, your employment will be considered terminated as of the date you are no longer actively providing services to the Company or an Eligible Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any). The Committee shall have discretion to determine whether you have ceased to be actively employed by (or, if you are a consultant or director, have ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. Your active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include any contractual notice period, a period of "garden leave", paid administrative leave or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any). Unless the Committee provides otherwise (1) termination of your employment will include instances in which you are terminated and immediately rehired as an independent

contractor, and (2) the spin-off, sale, or disposition of your employer from the Company or an Eligible Subsidiary (whether by transfer of shares, assets or otherwise) such that your employer no longer constitutes an Eligible Subsidiary will constitute a termination of employment or service.

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

Retirement.

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

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

Gross Misconduct. If your employment with the Company or an Eligible Subsidiary is terminated for Gross Misconduct, your unvested RSUs shall automatically terminate as of the time of termination without consideration. You acknowledge and agrees that your termination of employment shall also be deemed to be a termination of employment by reason of your Gross Misconduct if, after your

employment has terminated, facts and circumstances are discovered or confirmed by the Company that would have justified a termination for Gross Misconduct.

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

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

6. Financial Aspects of Participating in the Plan

The grant of the Award(s) has no immediate financial consequences for you. The value of the Award(s) is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary. The tax treatment of the Award(s) depends on a number of aspects and thus, you are encouraged to seek independent advice regarding your tax position.

Shares of stock are financial instruments and investing in stock will always have financial risk. The possibility of profit at the time you receive shares of stock may not only be dependent on the Company's financial development, but inter alia also on the general development of the stock market. In addition, before or after you receive shares, the shares of Company stock could decrease in value even below the price of such stock on the date of grant.

7. Other Issues

This Statement does not intend to alter any provisions of the Plan or the Agreement(s) (or any related document), and the Plan and the Agreement(s) (and any related document) shall prevail in case of any ambiguities. However, your mandatory rights under the Stock Option Act shall prevail in case of any ambiguities.

* * * *



Fortive Corporation

**FORTIVE CORPORATION
2016 STOCK INCENTIVE PLAN**

ARBEJDSGIVERERKLÆRING - DANMARK
TILDELING AF AKTIEOPTIONER OG/ELLER BETINGEDE AKTIER DEN
[Grant Date]

I henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret m.v. i ansættelsesforhold ("Aktieoptionsloven") skal Fortive Corporation ("Selskabet") i en særskilt skriftlig erklæring give dig følgende oplysninger om Selskabets tildeling af en aktieoption ("Aktieoption") og/eller betingede aktier ("Betingede Aktier") (hver især benævnt en "Tildeling"). Denne erklæring indeholder kun de oplysninger, der er nævnt i Aktieoptionsloven, hvorimod de øvrige vilkår og betingelser for din(e) Tildeling(er) er nærmere beskrevet i *Fortive Corporation 2016 Stock Incentive Plan* ("Planen"), *Fortive Stock Option Agreement* og/eller *Fortive Restricted Stock Unit Agreement* (hver især benævnt en "Aftale") og i Tillægget til Aftalen/Aftalerne (som udgør en del af Aftalen/Aftalerne). Disse dokumenter er alle blevet udleveret til dig.

Det fremgår af Aktieoptionslovens § 1, at loven kun gælder for lønmodtagere. "Lønmodtagere" er defineret i Aktieoptionslovens § 2 som personer, der modtager vederlag for personligt arbejde i tjenesteforhold. Personer, herunder ledere, som ikke anses for at være lønmodtagere i Aktieoptionslovens forstand, er ikke omfattet af Aktieoptionsloven. Hvis du ikke er lønmodtager i Aktieoptionslovens forstand, er Selskabet derfor ikke forpligtet til at udstede en arbejdsgivererklæring til dig, og du vil ikke i juridisk henseende kunne henholde dig til denne arbejdsgivererklæring.

Begreber, der i denne arbejdsgivererklæring står med stort begyndelsesbogstav, men som ikke er defineret heri, skal have samme betydning som i Aftalen eller Planen.

1. Tildelingstidspunkt

Tidspunktet for din modtagelse af Tildeling(er) er [Grant Date].

2. Vilkår og betingelser for din(e) Tildeling(er):

Din(e) Tildeling(er) uddeles efter bestyrelsens eller det relevante bestyrelsesudvalgs eget skøn. Bestyrelsen (eller det relevante bestyrelsesudvalg) har i sin vurdering inddraget en række faktorer, herunder (men ikke begrænset til) Selskabets resultat, Tildelingernes forventede indvirkning på Selskabets indtjening og Tildelingernes værdi sammenlignet med tildelinger i sammenlignelige selskaber.

Selskabet kan frit vælge fremover ikke at tildele dig nogen Aktieoptioner og/eller Betingede Aktier. I henhold til bestemmelserne i Planen og Aftalen har du ikke hverken ret til eller krav på fremover at få tildelt Aktieoptioner og/eller Betingede Aktier.

3. Modningsdatoer

Aktieoption

Aktieoptionen modnes i overensstemmelse med vilkårene i Planen og i Aftalen. I henhold til Aftalen modnes Aktieoptionen generelt med 20% pr. år på hver årsdag for tildelingstidspunktet.

Betingede Aktier

Dine Betingede Aktier modnes i overensstemmelse med vilkårene i Planen og i Aftalen. I henhold til Aftalen modnes de Betingede Aktier generelt med 20% pr. år på hver årsdag for tildelingstidspunktet.

4. Udnyttelseskurs

Aktieoption

I udnyttelsesperioden kan Aktieoptionen udnyttes til køb af ordinære aktier i Selskabet til en kurs, der svarer til aktiernes markedskurs på tildelingstidspunktet som fastsat af Selskabet. For denne Tildeling er Aktieoptionens udnyttelseskurs USD [Grant Price].

Betingede Aktier

Da hver Betinget Aktie giver dig ret til at modtage én ordinær aktie i Selskabet på modningstidspunktet uden omkostninger for dig eller anden betaling fra din side, er der ingen udnyttelseskurs forbundet med de Betingede Aktier.

5. Din retsstilling i forbindelse med fratræden

Aktieoption

Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab uanset årsag (bortset fra dødsfald eller Fuld Fratrædelse), vil du automatisk fortabe retten til alle ikke-modnede Optioner pr. datoen for ophøret, og din ret til at modtage Optioner i henhold til Planen vil ligeledes bortfalde pr. datoen for ophøret. I relation til denne Option vil dit ansættelsesforhold blive anset for at være ophørt pr. den dato, hvor du ikke længere aktivt leverer tjenester til Selskabet eller et Berettiget Datterselskab (uanset årsagen til ophøret, og uanset om ophøret senere måtte blive kendt ugyldigt eller i strid enten med ansættelseslovgivningen i den

jurisdiktion, du er ansat i, eller med vilkårene i din eventuelle ansættelses- eller tjenestekontrakt). Bestyrelsesudvalget er berettiget til efter eget skøn at fastslå, om du er ophørt med aktivt at være ansat i (eller - hvis du er konsulent eller bestyrelsesmedlem - er ophørt med aktivt at levere tjenester til) Selskabet eller et Berettiget Datterselskab, samt til at fastslå datoen for ophøret af et sådant aktivt ansættelsesforhold (eller aktivt tjenesteforhold). Dit aktive ansættelsesforhold eller tjenesteforhold vil ikke blive forlænget med nogen opsigelsesperiode, der er hjemlet i gældende lovgivning (f.eks. vil dit aktive ansættelsesforhold ikke inkludere nogen kontraktlig opsigelsesperiode, fritstillingsperiode, betalt administrativ orlov eller lignende periode, der er hjemlet i ansættelseslovgivningen i den jurisdiktion, du er ansat i, eller i din eventuelle ansættelses- eller tjenestekontrakt), og i tilfælde af dit ansættelsesforholds ophør (uanset om det evt. sker i strid med gældende ansættelseslovgivning), vil din eventuelle ret til at udnytte en Option efter ansættelsesforholdets ophør afhænge af den dato, hvor dit aktive ansættelses- eller tjenesteforhold ophører, og dette vil ikke blive forlænget med nogen opsigelsesperiode, der er hjemlet i gældende ansættelseslovgivning i den jurisdiktion, du er ansat i, eller i din eventuelle ansættelses- eller tjenestekontrakt. Medmindre Bestyrelsesudvalget træffer anden beslutning, gælder det, at (1) ophør af dit ansættelsesforhold vil inkludere situationer, hvor du i forbindelse med dit ansættelsesforholds ophør omgående genansættes som selvstændig leverandør, og at (2) hvis der sker spinoff, salg eller frasalg af din arbejdsgiver fra Selskabet eller et Berettiget Datterselskab (som følge af salg af aktier eller aktiver eller på anden måde) på en sådan måde, at din arbejdsgiver ikke længere udgør et Berettiget Datterselskab, vil dette medføre et ophør af dit ansættelses- eller tjenesteforhold.

Udnyttelsesperiode efter ophøret. Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab uanset årsag (bortset fra dødsfald, Uarbejdsdygtighed, Udvidet Fratrædelse, Fuld Fratrædelse eller Væsentlig Misligholdelse), og uanset om det er i strid med gældende ansættelseslovgivning, vil du med virkning fra den dato, hvor du ikke længere er aktivt ansat, have en periode på 90 dage til at udnytte den modnede andel af eventuelle udestående Optioner med forbehold for Optionens Udløbsdato. Men hvis udnyttelsen af en Option efter dit ansættelsesforholds ophør (i det omfang en sådan udnyttelse er tilladt i henhold til pkt. 11(a) i Planen) ikke er omfattet af en gyldig registreringserklæring, der er indleveret til U.S. Securities and Exchange Commission, vil Optionen bortfalde på det seneste af følgende tidspunkter: (i) Tredive (30) dage efter at en sådan udnyttelse bliver omfattet af en gyldig registreringserklæring, (ii) såfremt et salg af Aktier ville påføre dig en forpligtelse i henhold til § 16(b) i Exchange Act: tredive (30) dage efter den sidste dato, hvor et sådant salg ville medføre en forpligtelse, eller (iii) udløbet af den udnyttelsesperiode, der oprindeligt ville gælde efter et ophør, men en Option må under ingen omstændigheder udnyttes efter Optionens Udløbsdato.

Dødsfald. Såfremt du afgår ved døden, før dit ansættelsesforhold ophører, vil alle Optioner, der ikke er udløbet, omgående modnes fuldt ud, og de vil i en periode på tolv (12) måneder derefter (med forbehold for Optionens Udløbsdato) kunne udnyttes af repræsentanten for dit dødsbo eller enhver anden person, som Optionen overdrages til i henhold til testamentet eller gældende arvelovgivning.

Uarbejdsdygtighed. Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab som følge af Uarbejdsdygtighed, vil du automatisk fortabe retten til alle ikke-modnede Optioner pr. datoen for ophøret, og du vil have indtil første årsdag for ophøret af dit ansættelsesforhold som følge af Uarbejdsdygtighed (med forbehold for Optionens Udløbsdato) til at udnytte den modnede andel af eventuelle udestående Optioner.

Fratrædelse

(i) *Udvidet Fratrædelse.* Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab som følge af Udvidet Fratrædelse, og forudsat at Tildelingstidspunktet for Optionen ligger minimum seks (6) måneder forud for datoen for din Udvidede Fratrædelse, vil der fortsat ske modning af en forholdsmæssig andel af hver Tranche, som ikke er modnet pr. datoen for din Udvidede Fratrædelse. En sådan forholdsmæssig andel af hver Tranche, der skal fortsætte med at modnes, vil blive fastsat ved at multiplicere (1) det samlede antal Optioner i en sådan Tranche med (2) Fratrædelsesfordelingskvotienten, hvor det til brug for denne beregning forudsættes, at dit ansættelsesforhold ophører på ét-årsdagen for datoen for din Udvidede Fratrædelse, dog under den forudsætning at Fratrædelsesfordelingskvotienten aldrig må overstige 1,0. "Udvidet Fratrædelse" betyder din frivillige fratrædelse i forbindelse med eller efter, at du er fyldt 60 år, samtidig med at din alder plus din anciennitet i Selskabet eller i et Berettiget Datterselskab er minimum 70 år.

(ii) *Fuld Fratrædelse.* Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab som følge af Fuld Fratrædelse, og forudsat at Tildelingstidspunktet for Optionen ligger minimum seks (6) måneder forud for datoen for din Fulde Fratrædelse, vil der fortsat ske modning af dine ikke-modnede Optioner, og disse Optioner samt eventuelle Optioner, der allerede er modnet pr. datoen for dine Fulde Fratrædelse, vil vedblive at være udestående og kan (når de er modnet) udnyttes indtil femte årsdag for datoen for din Fulde Fratrædelse (eller indtil Udløbsdatoen for Optionen, hvis denne ligger tidligere). Hvis Tildelingstidspunktet for Optionen ikke ligger minimum seks (6) måneder forud for datoen for din Fulde Fratrædelse, vil udnyttelsesperioden for den pågældende Option efter ansættelsesforholdets ophør blive fastlagt i overensstemmelse med de øvrige bestemmelser i dette pkt. 5. "Fuld Fratrædelse" betyder din frivillige fratrædelse enten (1) i forbindelse med eller efter, at du er fyldt 62 år, samtidig med at din alder plus din anciennitet i

Selskabet eller i et Berettiget Datterselskab er minimum 80 år, eller (2) i forbindelse med Normal Fratrædelse som følge af pensionering.

Væsentlig Misligholdelse. Hvis dit ansættelsesforhold i Selskabet eller i et Berettiget Datterselskab ophører som følge af din Væsentlige Misligholdelse, vil dine ikke-udnyttede Optioner bortfalde omgående med virkning fra datoen for ophøret uden nogen kompensation. Du anerkender og accepterer, at dit ansættelsesforholds ophør også vil blive anset for at være begrundet i din Væsentlige Misligholdelse, hvis Selskabet efter dit ansættelsesforholds ophør opdager eller får bekræftet fakta og forhold, der ville have udgjort en Væsentlig Misligholdelse og have berettiget Selskabet til at opsige ansættelsesforholdet som følge heraf.

Overtrædelse af klausuler, der er gældende efter fratrædelsen. Såfremt nogle af dine Optioner vedbliver at være udestående i henhold til bestemmelserne i Planen eller Aftalen, efter at dit ansættelses- eller tjenesteforhold i Selskabet eller i et Berettiget Selskab er ophørt, vil sådanne Optioner ikke desto mindre udløbe pr. den dato, hvor du evt. overtræder en konkurrenceklausul eller anden klausul, som efter fratrædelsen er gældende mellem dig på den ene side og Selskabet og Selskabets datterselskaber på den anden side.

Væsentlig Selskabsretlig Ændring. Såfremt der sker en Væsentlig Selskabsretlig Ændring, vil dine udestående Optioner bortfalde, medmindre der i forbindelse med en sådan transaktion skriftligt træffes bestemmelse om at overtage eller videreføre Optionerne eller om at ombytte Optionerne med optioner eller tildelinger, der relaterer sig til aktier eller værdipapirer i det nye arbejdsgiverselskab - eller i et moderselskab eller datterselskab til dette - med behørig justeringer, for så vidt angår antallet og typen af aktier samt kursen, i hvilket tilfælde Optionerne vil blive videreført på den måde og på de betingelser, der således træffes bestemmelse om.

Betingede Aktier

Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab uanset årsag (bortset fra dødsfald, Udvidet Fratrædelse eller Fuld Fratrædelse), vil alle Betingede Aktier, der ikke er modnede pr. datoen for ophøret, automatisk bortfalde pr. datoen for ophøret, og din ret til at modtage yderligere Betingede Aktier i henhold til Planen vil ligeledes bortfalde pr. datoen for ophøret. I relation til de Betingede Aktier vil dit ansættelsesforhold blive anset for at være ophørt pr. den dato, hvor du ikke længere aktivt leverer tjenester til Selskabet eller et Berettiget Datterselskab (uanset årsagen til ophøret, og uanset om ophøret senere måtte blive kendt ugyldigt eller i strid enten med ansættelseslovgivningen i den jurisdiktion, du er ansat i, eller med vilkårene i din eventuelle ansættelses- eller tjenestekontrakt). Bestyrelsesudvalget er berettiget til efter eget skøn at fastslå, om du er ophørt med aktivt at være ansat i (eller - hvis du er konsulent eller bestyrelsesmedlem - er

ophørt med aktivt at levere tjenester til) Selskabet eller et Berettiget Datterselskab, samt til at fastslå datoen for ophøret af et sådant aktivt ansættelsesforhold (eller aktivt tjenesteforhold). Dit aktive ansættelsesforhold eller tjenesteforhold vil ikke blive forlænget med nogen opsigelsesperiode, der er hjemlet i gældende lovgivning (*f.eks.* vil dit aktive ansættelsesforhold ikke inkludere nogen kontraktlig opsigelsesperiode, fritstillingsperiode, betalt administrativ orlov eller lignende periode, der er hjemlet i ansættelseslovgivningen i den jurisdiktion, du er ansat i, eller i din eventuelle ansættelses- eller tjenestekontrakt). Medmindre Bestyrelsesudvalget træffer anden beslutning, gælder det, at (1) ophør af dit ansættelsesforhold vil inkludere situationer, hvor du i forbindelse med dit ansættelsesforholds ophør omgående genansættes som selvstændig leverandør, og at (2) hvis der sker spinoff, salg eller frasalg af din arbejdsgiver fra Selskabet eller et Berettiget Datterselskab (som følge af salg af aktier eller aktiver eller på anden måde) på en sådan måde, at din arbejdsgiver ikke længere udgør et Berettiget Datterselskab, vil dette medføre et ophør af dit ansættelses- eller tjenesteforhold.

Dødsfald. Ved dit dødsfald vil der ske modning af en forholdsmæssig andel af hver ikke-modnet Tranche beregnet på grundlag af antallet af fulde 12-måneders perioder mellem Tildelingstidspunktet og datoen for dit dødsfald divideret med det samlede antal 12-måneders perioder mellem Tildelingstidspunktet og den Tidsbaserede Modningsdato, der er gældende for den pågældende Tranche. Uanset om andet måtte fremgå af Planen eller Aftalen, gælder det for dette afsnit, at en eventuel partiel 12-måneders periode mellem Tildelingstidspunktet og datoen for dødsfaldet skal anses for at være en fuld 12-måneders periode, og at en eventuel Brøkdelt, der måtte resultere af at anvende den forholdsmæssige beregningsmetode, skal rundes op til en hel Aktie.

Fratrædelse.

(i) *Udvidet Fratrædelse.* Såfremt du ophører med aktivt at være ansat i eller i øvrigt aktivt at levere tjenester til Selskabet eller et Berettiget Datterselskab som følge af Udvidet Fratrædelse, vil der - medmindre andet fremgår af gældende lov - fortsat ske modning af en forholdsmæssig andel af hver Tranche, der ikke er modnet pr. datoen for din Udvidede Fratrædelse. En sådan forholdsmæssig andel af hver Tranche, der skal fortsætte med at modnes, vil blive fastsat ved at multiplicere (1) det samlede antal Betingede Aktier i en sådan Tranche med (2) Fratrædelsesfordelingskvotienten, hvor det til brug for denne beregning forudsættes, at dit ansættelsesforhold ophører på ét-årsdagen for datoen for din Udvidede Fratrædelse, dog under den forudsætning at Fratrædelsesfordelingskvotienten aldrig må overstige 1,0. "Udvidet Fratrædelse" betyder din frivillige fratrædelse i forbindelse med eller efter, at du er fyldt 60 år, samtidig med at din alder plus din anciennitet i Selskabet eller i et Berettiget Datterselskab er minimum 70 år.

(ii) *Fuld Fratrædelse*. Såfremt dit ansættelsesforhold ophører som følge af Fuld Fratrædelse, vil der - medmindre andet fremgår af gældende lov - for hver Tranche, der ikke er modnet pr. datoen for din Fulde Fratrædelse, ske en fuld modning af den pågældende Tranche pr. den Tidsbaserede Modningsdato for den pågældende Tranche. "Fuld Fratrædelse" betyder din frivillige fratrædelse enten (1) i forbindelse med eller efter, at du er fyldt 62 år, samtidig med at din alder plus din anciennitet i Selskabet eller i et Berettiget Datterselskab er minimum 80 år, eller (2) i forbindelse med Normal Fratrædelse som følge af pensionering.

Væsentlig Misligholdelse. Hvis dit ansættelsesforhold i Selskabet eller i et Berettiget Datterselskab ophører som følge af din Væsentlige Misligholdelse, vil dine ikke-modnede Betingede Aktier automatisk bortfalde med virkning fra datoen for ophøret uden nogen kompensation. Du anerkender og accepterer, at dit ansættelsesforholds ophør også vil blive anset for at være begrundet i din Væsentlige Misligholdelse, hvis Selskabet efter dit ansættelsesforholds ophør opdager eller får bekræftet fakta og forhold, der ville have udgjort en Væsentlig Misligholdelse og have berettiget Selskabet til at opsige ansættelsesforholdet som følge heraf.

Overtrædelse af klausuler, der er gældende efter fratrædelsen. Såfremt nogle af dine Betingede Aktier vedbliver at være udestående i henhold til bestemmelserne i Planen eller Aftalen, efter at dit ansættelses- eller tjenesteforhold i Selskabet eller i et Berettiget Selskab er ophørt, vil sådanne Betingede Aktier udløbe pr. den dato, hvor du evt. overtræder en konkurrenceklausul eller anden klausul, som efter fratrædelsen er gældende mellem dig på den ene side og Selskabet og Selskabets datterselskaber på den anden side.

Væsentlig Selskabsretlig Ændring. Såfremt der sker en Væsentlig Selskabsretlig Ændring, vil dine ikke-modnede Betingede Aktier bortfalde, medmindre der i forbindelse med en sådan transaktion skriftligt træffes bestemmelse om at overtage eller videreføre de Betingede Aktier eller om at ombytte de Betingede Aktier med optioner eller tildelinger, der relaterer sig til aktier eller værdipapirer i det nye arbejdsgiverselskab - eller i et moderselskab eller datterselskab til dette - med behørig justeringer, for så vidt angår antallet og typen af aktier samt kursen, i hvilket tilfælde de Betingede Aktier vil blive videreført på den måde og på de betingelser, der således træffes bestemmelse om.

6. Økonomiske aspekter af deltagelse i Planen

Din(e) Tildeling(er) har ingen umiddelbare økonomiske konsekvenser for dig. Værdien af din(e) Tildeling(er) indgår ikke i beregningen af feriepenge, pensionsbidrag eller andre lovpligtige, vederlagsafhængige ydelser. Den skattemæssige behandling af din(e) Tildeling(er) afhænger af flere forhold, og du opfordres derfor til at søge uafhængig rådgivning vedrørende din skattemæssige situation.

Aktier er finansielle instrumenter, og investering i aktier vil altid være forbundet med en økonomisk risiko. Muligheden for en gevinst på det tidspunkt, hvor du modtager aktier, afhænger ikke kun af Selskabets økonomiske udvikling, men også bl.a. af den generelle udvikling på aktiemarkedet. Derudover kan Selskabets aktier - både før og efter tidspunktet for din modtagelse af aktier - falde til en værdi, der måske endda ligger under kursen for aktierne på tildelingstidspunktet.

7. Øvrige oplysninger

Med undtagelse af pkt. 5 i denne erklæring (vedrørende din retsstilling i forbindelse med fratræden) har denne erklæring ikke til formål at ændre bestemmelserne i Planen eller Aftalen/Aftalerne (eller i tilhørende dokumenter), og Planen og Aftalen/Aftalerne (og eventuelle tilhørende dokumenter) har forrang i tilfælde af uoverensstemmelser. Dine lovfæstede rettigheder i henhold til Aktieoptionsloven har dog forrang i tilfælde af uoverensstemmelser.

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Fortive Corporation

PARTICIPANTS IN FRANCE

Non-Tax-Qualified Award

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

Consent to Receive Information in English

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

Consentement afin de Recevoir des Informations en Anglais

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

Foreign Asset/Account Reporting Information

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

Exchange Control Notice

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

PARTICIPANTS IN GERMANY

Exchange Control Notice

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

Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN HONG KONG

RSUs Payable Only in Shares

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

Sale Restriction

The Shares received at vesting are accepted as a personal investment. In the event that the RSUs vest and the Shares are issued to the Participant (or the Participant's heirs) within six months of the Date of Grant, the Participant (or the Participant's heirs) agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six-month anniversary of the Date of Grant.

Securities Law Notice

WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this document, the Participant should obtain independent professional advice. Neither the grant of the RSUs nor the issuance of the Shares upon vesting of the RSUs constitutes a public offering of securities under Hong Kong law and is available only to employees of the Company and its Subsidiaries. The Agreement, including this Addendum, the Plan and other incidental communication materials distributed in connection with the RSUs (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company or its Subsidiaries and may not be distributed to any other person.

PARTICIPANTS IN INDIA

Exchange Control Notice

The Participant must repatriate any proceeds from the sale of the Shares and any cash dividends acquired under the Plan to India and convert the proceeds into local currency within such timeframe as may be prescribed under applicable Indian exchange control laws as may be amended from time to time, unless the funds are reinvested in accordance with applicable exchange control laws in India. The Participant will receive a foreign inward remittance certificate ("FIRC") from the bank where the Participant deposits

the foreign currency. The Participant should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. Further, the Participant agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India. It is the Participant's responsibility to comply with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws.

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN IRELAND

Director Notification Information

If the Participant is a director, shadow director or secretary of an Irish Eligible Subsidiary and has a 1% or more shareholding interest in the Company, he or she must notify the Irish Eligible Subsidiary in writing upon receiving or disposing of an interest in the Company (e.g., RSUs, Shares), or upon becoming aware of the event giving rise to the notification requirement, or upon becoming a director, shadow director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or minor child (whose interests will be attributed to the director, shadow director or secretary).

PARTICIPANTS IN ITALY

Plan Document Acknowledgement

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

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

Foreign Asset/Account Reporting Information

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

Foreign Asset Tax Information

Exhibit A

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

PARTICIPANTS IN JAPAN

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN KOREA

Exchange Control Notice

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

Foreign Asset/Account Reporting Information

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

PARTICIPANTS IN MEXICO

Labor Law Acknowledgement

This provision supplements Section 8 of the Agreement.

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

Policy Statement

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

The Company, with registered offices at 6920 Seaway Blvd, Everett, WA 98203, United States of America, is solely responsible for the administration of the Plan. Participation in the Plan and the acquisition of the Shares under the Plan does not in any way establish an employment relationship between the Participant and the Company since the Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is the Subsidiary employing the Participant, as applicable, nor does it establish any rights between the Participant and the Employer.

Plan Document Acknowledgment

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

In addition, by participating in the Plan, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 8 of the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and its Subsidiaries are not responsible for any decrease in the value of the Shares underlying the RSUs.

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

Spanish Translation

Reconocimiento de la Ley Laboral

Esta disposición complementa la Sección 8 del Contrato.

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

Declaración de Política

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

La Compañía, con oficinas registradas ubicadas en 6920 Seaway Blvd, Everett, WA, United States of America, es la única responsable por la administración del Plan. La participación en el Plan y la

Exhibit A

adquisición de Acciones bajo el Plan no establecen de forma alguna una relación de trabajo entre el Participante y la Compañía, ya que la participación en el Plan por parte del Participante es completamente comercial y el único patrón que emplea al Participante es la Subsidiaria, en caso de ser aplicable, así como tampoco establece ningún derecho entre el Participante y el patrón.

Reconocimiento del Plan de Documentos

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

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

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

Securities Law Information

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

PARTICIPANTS IN THE NETHERLANDS

There are no country-specific terms or conditions.

PARTICIPANTS IN POLAND

Exchange Control Notification

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

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

PARTICIPANTS IN SINGAPORE

Securities Law Notice

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

Director Notification Requirement

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

PARTICIPANTS IN SPAIN

Nature of Grant

This provision supplements Section 8 of the Agreement:

In accepting the grant of the RSUs, the Participant acknowledges that he or she consents to participation in the Plan and has received a copy of the Plan.

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

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The Participant understands that the Company, has unilaterally, gratuitously, and discretionally decided to grant RSUs under the Plan to individuals who may be employees of the Company or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that (i) any RSUs will not economically or otherwise bind the Company or any of its Subsidiaries on an ongoing basis, other than expressly set forth in the Agreement (i.e., the RSUs will not be considered an acquired right or a more beneficial condition to be repeated in the future), (ii) the RSUs are granted on the assumption and condition that such RSUs and any Shares acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any of its Subsidiaries) and shall not be considered a mandatory benefit or salary for any purposes (including severance compensation) or any other right whatsoever, and (iii) the Participant's participation in the Plan will cease on the date of the Participant's termination of service or employment (as detailed in the following paragraph). In addition, the Participant understands that the RSUs would not be granted but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of the RSUs shall be null and void.

As a condition of the grant of the RSUs, unless otherwise expressly provided for by the Company or set forth in the Agreement, the Participant's termination of employment for any reason (including for the reasons listed below) will automatically result in the forfeiture and loss of the Shares that are subject to that portion of the RSUs that may have been granted to the Participant and that were not vested on the date of termination. In particular, and without limitation to the provisions of the Plan and the Agreement, the Participant understands and agrees that any unvested portion of the RSUs as of the date the Participant's active employment ends will be cancelled without entitlement to the underlying Shares or to any amount as indemnification if the Participant terminates employment by reason of, including, but not limited to: death, disability, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (i.e., subject to a "despido improcedente"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985. The Committee, in its sole discretion, shall determine the date when the Participant's employment has terminated for purposes of the RSUs.

Exchange Control Notice

The Participant must declare the acquisition, ownership and disposition of the Shares to the *Dirección General de Comercio e Inversiones* (the "DGCI"), the Bureau for Commerce and Investments, which is a department of the of the Ministry of Economy and Competitiveness, for statistical purposes. Generally, the declaration must be filed in January for the Shares acquired or sold during (or owned as of December 31 of the prior year; however, if the value of the Shares acquired under the Plan or the amount of the sale exceeds a certain threshold, the declaration must be filed within one month of the acquisition or sale, as applicable.

In addition, the Participant may be required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including the Shares acquired under the Plan), and any transactions with non-Spanish residents, depending on the balances in such accounts together with the value of such instruments as of December 31 of the relevant year, or the volume of transactions with non-Spanish residents during the relevant year.

Securities Law Notice

No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the RSUs. The Plan, the Agreement (including this Addendum) and any other documents evidencing the grant of the RSUs have not, nor will they be, registered with the *Comisión Nacional del Mercado de Valores*, and none of those documents constitutes a public offering prospectus.

Foreign Asset/Account Reporting Information

To the extent the Participant holds rights or assets (e.g., cash or the Shares held in a bank or brokerage account) outside of Spain with a value in excess of €50,000 per type of right or asset as of December 31 each year (or at any time during the year in which the Participant sells or disposes of such right or asset), the Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year. The reporting must be completed by the following March 31. Failure to comply with this reporting requirement may result in penalties to the Spanish residents. Spanish residents should consult with their personal tax and legal advisors to ensure compliance with their personal reporting obligations.

PARTICIPANTS IN SWEDEN

Responsibility for Taxes

The following provision supplements Section 7 of the Agreement:

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

PARTICIPANTS IN SWITZERLAND

Securities Law Notice

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

PARTICIPANTS IN UNITED ARAB EMIRATES

Nature of Grant

This provision supplements Section 8 of the Agreement:

The Participant acknowledges that the RSUs and related benefits do not constitute a component of the Participant’s “wages” for any legal purpose. Therefore, the RSUs and related benefits will not be

Exhibit A

included and/or considered for purposes of calculating any and all labor benefits, such as social insurance contributions and/or any other labor-related amounts which may be payable.

Securities Law Notice

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

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

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

PARTICIPANTS IN THE UNITED KINGDOM

Tax Obligations

This provision supplements Section 7 of the Agreement:

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

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Participant may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any uncollected amounts may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions may be payable. The Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer for the value of any National Insurance Contributions due on this additional benefit, which the Company or the Employer may recover by any of the means referred to in Section 7 of the Agreement.

Certification

I, Olumide O. Soroye, certify that:

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

Date: April 30, 2026

By: /s/ Olumide O. Soroye
Olumide O. Soroye
President and Chief Executive Officer

Certification

I, Mark D. Okerstrom, certify that:

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

Date: April 30, 2026

By: /s/ Mark D. Okerstrom
Mark D. Okerstrom
Senior Vice President and Chief Financial Officer

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

I, Olumide O. Soroye, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge, Fortive Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended April 3, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Fortive Corporation.

Date: April 30, 2026

By: /s/ Olumide O. Soroye

Olumide O. Soroye

President and Chief Executive Officer

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

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

I, Mark D. Okerstrom, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge, Fortive Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended April 3, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Fortive Corporation.

Date: April 30, 2026

By: /s/ Mark D. Okerstrom

Mark D. Okerstrom

Senior Vice President and Chief Financial Officer

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