
**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 March 31, 2022

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 1-12981

AMETEK, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

1100 Cassatt Road

Berwyn, Pennsylvania

(Address of principal executive offices)

14-1682544

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

19312-1177

(Zip Code)

Registrant's telephone number, including area code: (610) 647-2121

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

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

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

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Emerging growth company

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

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

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

Title of each class

**Trading
Symbol(s)**

**Name of each exchange
on which registered**

Common Stock

AME

New York Stock Exchange

The number of shares of the registrant's common stock outstanding as of the latest practicable date was: Common Stock, \$0.01 Par Value, outstanding at April 29, 2022 was 230,910,009 shares.

AMETEK, Inc.
Form 10-Q
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PART I. FINANCIAL INFORMATION**Item 1. Financial Statements**

AMETEK, Inc.
Consolidated Statement of Income
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended March 31,	
	2022	2021
Net sales	\$ 1,458,525	\$ 1,215,742
Cost of sales	948,833	789,392
Selling, general and administrative	156,452	133,005
Total operating expenses	1,105,285	922,397
Operating income	353,240	293,345
Interest expense	(19,570)	(18,947)
Other income (expense), net	2,552	(1,942)
Income before income taxes	336,222	272,456
Provision for income taxes	63,775	53,223
Net income	\$ 272,447	\$ 219,233
Basic earnings per share	\$ 1.18	\$ 0.95
Diluted earnings per share	\$ 1.17	\$ 0.94
Weighted average common shares outstanding:		
Basic shares	231,481	230,435
Diluted shares	233,065	232,296
Dividends declared and paid per share	\$ 0.22	\$ 0.20

See accompanying notes.

AMETEK, Inc.
Condensed Consolidated Statement of Comprehensive Income
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2022	2021
Total comprehensive income	\$ 257,301	\$ 210,826

See accompanying notes.

AMETEK, Inc.
Consolidated Balance Sheet
(In thousands)

	March 31, 2022 (Unaudited)	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 340,304	\$ 346,772
Receivables, net	854,457	829,213
Inventories, net	866,472	769,175
Other current assets	211,582	183,605
Total current assets	2,272,815	2,128,765
Property, plant and equipment, net	611,010	617,138
Right of use assets, net	169,279	169,924
Goodwill	5,218,920	5,238,726
Other intangibles, net	3,312,384	3,368,629
Investments and other assets	387,621	375,005
Total assets	<u>\$ 11,972,029</u>	<u>\$ 11,898,187</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt, net	\$ 331,426	\$ 315,093
Accounts payable	504,249	470,252
Customer advanced payments	322,887	298,728
Income taxes payable	74,055	35,904
Accrued liabilities and other	358,118	443,337
Total current liabilities	1,590,735	1,563,314
Long-term debt, net	2,204,592	2,229,148
Deferred income taxes	715,645	719,675
Other long-term liabilities	529,369	514,166
Total liabilities	5,040,341	5,026,303
Stockholders' equity:		
Common stock	2,693	2,689
Capital in excess of par value	1,018,433	1,012,526
Retained earnings	8,121,781	7,900,113
Accumulated other comprehensive loss	(485,590)	(470,444)
Treasury stock	(1,725,629)	(1,573,000)
Total stockholders' equity	6,931,688	6,871,884
Total liabilities and stockholders' equity	<u>\$ 11,972,029</u>	<u>\$ 11,898,187</u>

See accompanying notes.

AMETEK, Inc.
Consolidated Statement of Stockholders' Equity
(In thousands)
(Unaudited)

	Three months ended March 31,	
	2022	2021
Capital stock		
Common stock, \$0.01 par value		
Balance at the beginning of the period	\$ 2,689	\$ 2,676
Shares issued	4	2
Balance at the end of the period	<u>2,693</u>	<u>2,678</u>
Capital in excess of par value		
Balance at the beginning of the period	1,012,526	921,752
Issuance of common stock under employee stock plans	(3,664)	(4,780)
Share-based compensation expense	9,571	11,440
Balance at the end of the period	<u>1,018,433</u>	<u>928,412</u>
Retained earnings		
Balance at the beginning of the period	7,900,113	7,094,656
Net income	272,447	219,233
Cash dividends paid	(50,778)	(46,033)
Other	(1)	—
Balance at the end of the period	<u>8,121,781</u>	<u>7,267,856</u>
Accumulated other comprehensive (loss) income		
Foreign currency translation:		
Balance at the beginning of the period	(275,365)	(250,748)
Translation adjustments	(27,185)	(21,500)
Change in long-term intercompany notes	(6,867)	(6,895)
Net investment hedge instruments gain, net of tax of \$(5,831) and \$(5,938) for the quarter ended March 31, 2022 and 2021, respectively	17,906	18,358
Balance at the end of the period	<u>(291,511)</u>	<u>(260,785)</u>
Defined benefit pension plans:		
Balance at the beginning of the period	(195,079)	(253,720)
Amortization of net actuarial loss and other, net of tax of \$(326) and \$(527) for the quarter ended March 31, 2022 and 2021, respectively	1,000	1,630
Balance at the end of the period	<u>(194,079)</u>	<u>(252,090)</u>
Accumulated other comprehensive loss at the end of the period	<u>(485,590)</u>	<u>(512,875)</u>
Treasury stock		
Balance at the beginning of the period	(1,573,000)	(1,565,270)
Issuance of common stock under employee stock plans	4,095	7,944
Purchase of treasury stock	(156,724)	(7,997)
Balance at the end of the period	<u>(1,725,629)</u>	<u>(1,565,323)</u>
Total stockholders' equity	<u>\$ 6,931,688</u>	<u>\$ 6,120,748</u>

See accompanying notes.

AMETEK, Inc.
Condensed Consolidated Statement of Cash Flows
(In thousands)
(Unaudited)

	Three months ended March 31,	
	2022	2021
Cash provided by (used for):		
Operating activities:		
Net income	\$ 272,447	\$ 219,233
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	78,121	64,617
Deferred income taxes	(497)	8,095
Share-based compensation expense	9,571	11,440
Gain on sale of facilities	(7,054)	—
Net change in assets and liabilities, net of acquisitions	(138,897)	(13,275)
Pension contributions	(2,137)	(2,038)
Other, net	(10,213)	(3,665)
Total operating activities	201,341	284,407
Investing activities:		
Additions to property, plant and equipment	(26,389)	(17,537)
Purchases of businesses, net of cash acquired	—	(263,948)
Proceeds from sale of facilities	11,754	—
Other, net	(246)	(3,017)
Total investing activities	(14,881)	(284,502)
Financing activities:		
Net change in short-term borrowings	19,977	(32,950)
Repurchases of common stock	(156,724)	(7,997)
Cash dividends paid	(50,778)	(46,033)
Proceeds from stock option exercises	8,262	6,925
Other, net	(8,180)	(3,951)
Total financing activities	(187,443)	(84,006)
Effect of exchange rate changes on cash and cash equivalents	(5,485)	(5,061)
Decrease in cash and cash equivalents	(6,468)	(89,162)
Cash and cash equivalents:		
Beginning of period	346,772	1,212,822
End of period	\$ 340,304	\$ 1,123,660

See accompanying notes.

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

1. Basis of Presentation

The accompanying consolidated financial statements are unaudited. AMETEK, Inc. (the "Company") believes that all adjustments (which primarily consist of normal recurring accruals) necessary for a fair presentation of the consolidated financial position of the Company at March 31, 2022, the consolidated results of its operations for the three months ended March 31, 2022 and 2021 and its cash flows for the three months ended March 31, 2022 and 2021 have been included. Quarterly results of operations are not necessarily indicative of results for the full year. The accompanying consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes presented in the Company's Annual Report on Form 10-K for the year ended December 31, 2021 as filed with the U.S. Securities and Exchange Commission.

2. Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncement

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers ("ASU 2021-08"), which provides a single comprehensive accounting model for the acquisition of contract balances under ASC 805. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022. Early adoption is permitted. The Company early adopted the ASU on January 1, 2022, and the amendments in this ASU were applied on a prospective basis to all periods presented. The adoption of ASU 2021-08 did not impact the Company's consolidated results of operations, financial position, cash flows, or financial statement disclosures.

3. Revenues

The outstanding contract asset and liability accounts were as follows:

	2022	2021
	(In thousands)	
Contract assets—January 1	\$ 95,274	\$ 68,971
Contract assets – March 31	102,703	71,415
Change in contract assets – increase (decrease)	7,429	2,444
Contract liabilities – January 1	328,816	215,093
Contract liabilities – March 31	351,053	253,047
Change in contract liabilities – (increase) decrease	(22,237)	(37,954)
Net change	\$ (14,808)	\$ (35,510)

The net change for the three months ended March 31, 2022 was primarily driven by contract liabilities, specifically broad-based growth in advance payments from customers. For the three months ended March 31, 2022 and 2021, the Company recognized revenue of \$181.6 million and \$132.0 million, respectively, that was previously included in the beginning balance of contract liabilities.

Contract assets are reported as a component of Other current assets in the consolidated balance sheet. At March 31, 2022 and December 31, 2021, \$28.3 million and \$30.1 million of Customer advanced payments (contract liabilities), respectively, were recorded in Other long-term liabilities in the consolidated balance sheets.

The remaining performance obligations not expected to be completed within one year as of March 31, 2022 and December 31, 2021 were \$305.9 million and \$342.5 million, respectively. Remaining performance obligations represent the transaction price of firm, non-cancelable orders, with expected delivery dates to customers greater than one year from the balance sheet date, for which the performance obligation is unsatisfied or partially unsatisfied. These performance obligations will be substantially satisfied within two to three years.

Geographic Areas

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

Net sales were attributed to geographic areas based on the location of the customer. Information about the Company's operations in different geographic areas was as follows for the three months ended March 31:

	Three months ended March 31, 2022		
	EIG	EMG	Total
	(In thousands)		
United States	\$ 483,626	\$ 230,641	\$ 714,267
International ⁽¹⁾ :			
United Kingdom	27,955	28,757	56,712
European Union countries	120,714	114,149	234,863
Asia	256,420	63,406	319,826
Other foreign countries	99,044	33,813	132,857
Total international	<u>504,133</u>	<u>240,125</u>	<u>744,258</u>
Consolidated net sales	<u>\$ 987,759</u>	<u>\$ 470,766</u>	<u>\$ 1,458,525</u>

(1) Includes U.S. export sales of \$409.2 million for the three months ended March 31, 2022.

	Three months ended March 31, 2021		
	EIG	EMG	Total
	(In thousands)		
United States	\$ 388,901	\$ 210,182	\$ 599,083
International ⁽¹⁾ :			
United Kingdom	21,947	30,051	51,998
European Union countries	103,665	95,297	198,962
Asia	197,561	61,194	258,755
Other foreign countries	78,850	28,094	106,944
Total international	<u>402,023</u>	<u>214,636</u>	<u>616,659</u>
Consolidated net sales	<u>\$ 790,924</u>	<u>\$ 424,818</u>	<u>\$ 1,215,742</u>

(1) Includes U.S. export sales of \$331.2 million for the three months ended March 31, 2021.

Major Products and Services

The Company's major products and services in the reportable segments were as follows:

	Three months ended March 31, 2022		
	EIG	EMG	Total
	(In thousands)		
Process and analytical instrumentation	\$ 692,692	\$ —	\$ 692,692
Aerospace and power	295,067	126,742	421,809
Automation and engineered solutions	—	344,024	344,024
Consolidated net sales	<u>\$ 987,759</u>	<u>\$ 470,766</u>	<u>\$ 1,458,525</u>

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

	Three months ended March 31, 2021		
	EIG	EMG	Total
	(In thousands)		
Process and analytical instrumentation	\$ 576,559	\$ —	\$ 576,559
Aerospace and power	214,365	122,173	336,538
Automation and engineered solutions	—	302,645	302,645
Consolidated net sales	<u>\$ 790,924</u>	<u>\$ 424,818</u>	<u>\$ 1,215,742</u>

Timing of Revenue Recognition

	Three months ended March 31, 2022		
	EIG	EMG	Total
	(In thousands)		
Products transferred at a point in time	\$ 812,948	\$ 412,654	\$ 1,225,602
Products and services transferred over time	174,811	58,112	232,923
Consolidated net sales	<u>\$ 987,759</u>	<u>\$ 470,766</u>	<u>\$ 1,458,525</u>

	Three months ended March 31, 2021		
	EIG	EMG	Total
	(In thousands)		
Products transferred at a point in time	\$ 647,252	\$ 383,031	\$ 1,030,283
Products and services transferred over time	143,672	41,787	185,459
Consolidated net sales	<u>\$ 790,924</u>	<u>\$ 424,818</u>	<u>\$ 1,215,742</u>

Product Warranties

The Company provides limited warranties in connection with the sale of its products. The warranty periods for products sold vary among the Company's operations, but the majority do not exceed one year. The Company calculates its warranty expense provision based on its historical warranty experience and adjustments are made periodically to reflect actual warranty expenses. Product warranty obligations are reported as a component of Accrued liabilities and other in the consolidated balance sheet.

Changes in the accrued product warranty obligation were as follows:

	Three Months Ended March 31,	
	2022	2021
	(In thousands)	
Balance at the beginning of the period	\$ 27,478	\$ 27,839
Accruals for warranties issued during the period	2,753	2,780
Settlements made during the period	(3,023)	(3,292)
Warranty accruals related to acquired businesses and other during the period	(166)	(99)
Balance at the end of the period	<u>\$ 27,042</u>	<u>\$ 27,228</u>

Accounts Receivable

The Company maintains allowances for estimated losses resulting from the inability of customers to meet their financial obligations to the Company. The Company recognizes an allowance for credit losses, on all accounts receivable and contract assets, which considers risk of future credit losses based on factors such as historical experience, contract terms, as well as general and market business conditions, country, and political risk. Balances are written off when determined to be uncollectible.

At March 31, 2022, the Company had \$854.5 million of accounts receivable, net of allowances of \$10.9 million. Changes in the allowance were not material for the three months ended March 31, 2022.

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

4. Earnings Per Share

The calculation of basic earnings per share is based on the weighted average number of common shares considered outstanding during the periods. The calculation of diluted earnings per share reflects the effect of all potentially dilutive securities (principally outstanding stock options and restricted stock grants). Securities that are anti-dilutive have been excluded and are not significant. The number of weighted average shares used in the calculation of basic earnings per share and diluted earnings per share was as follows:

	Three Months Ended March 31,	
	2022	2021
	(In thousands)	
Weighted average shares:		
Basic shares	231,481	230,435
Equity-based compensation plans	1,584	1,861
Diluted shares	233,065	232,296

5. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

The Company utilizes a valuation hierarchy for disclosure of the inputs to the valuations used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument. Level 3 inputs are unobservable inputs based on the Company's own assumptions used to measure assets and liabilities at fair value. 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.

The following table provides the Company's assets that are measured at fair value on a recurring basis, consistent with the fair value hierarchy, at March 31, 2022 and December 31, 2021:

	March 31, 2022	December 31, 2021
	Fair Value	Fair Value
	(In thousands)	
Mutual fund investments	\$ 11,283	\$ 10,703

The fair value of mutual fund investments, which are valued as level 1 investments, was based on quoted market prices. The mutual fund investments are shown as a component of investments and other assets on the consolidated balance sheet.

For the three months ended March 31, 2022 and 2021, gains and losses on the investments noted above were not significant. No transfers between level 1 and level 2 investments occurred during the three months ended March 31, 2022 and 2021.

Financial Instruments

Cash, cash equivalents and mutual fund investments are recorded at fair value at March 31, 2022 and December 31, 2021 in the accompanying consolidated balance sheet.

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

The following table provides the estimated fair values of the Company's financial instrument liabilities, for which fair value is measured for disclosure purposes only, compared to the recorded amounts at March 31, 2022 and December 31, 2021:

	March 31, 2022		December 31, 2021	
	Recorded Amount	Fair Value	Recorded Amount	Fair Value
	(In thousands)			
Long-term debt (including current portion)	\$ (2,208,928)	\$ (2,243,340)	\$ (2,233,705)	\$ (2,378,930)

The fair value of net short-term borrowings approximates the carrying value. Net short-term borrowings are valued as level 2 liabilities as they are corroborated by observable market data. The Company's net long-term debt is all privately held with no public market for this debt, therefore, the fair value of net long-term debt was computed based on comparable current market data for similar debt instruments and is considered a level 3 liability.

6. Hedging Activities

The Company has designated certain foreign-currency-denominated long-term borrowings as hedges of the net investment in certain foreign operations. As of March 31, 2022, these net investment hedges included British-pound-and Euro-denominated long-term debt. These borrowings were designed to create net investment hedges in certain designated foreign subsidiaries. The Company designated the British-pound- and Euro-denominated loans referred to above as hedging instruments to offset translation gains or losses on the net investment due to changes in the British pound and Euro exchange rates. These net investment hedges are evidenced by management's contemporaneous documentation supporting the hedge designation. Any gain or loss on the hedging instruments (the debt) following hedge designation is reported in accumulated other comprehensive income in the same manner as the translation adjustment on the hedged investment based on changes in the spot rate, which is used to measure hedge effectiveness.

At March 31, 2022, the Company had \$295.9 million of British-pound-denominated loans, which were designated as a hedge against the net investment in British pound functional currency foreign subsidiaries. At March 31, 2022, the Company had \$596.2 million in Euro-denominated loans, which were designated as a hedge against the net investment in Euro functional currency foreign subsidiaries. As a result of the British-pound- and Euro-denominated loans designated and 100% effective as net investment hedges, \$23.7 million of pre-tax currency remeasurement gains have been included in the foreign currency translation component of other comprehensive income for the three months ended March 31, 2022.

7. Inventories, net

	March 31, 2022	December 31, 2021
	(In thousands)	
Finished goods and parts	\$ 106,667	\$ 89,985
Work in process	142,472	122,356
Raw materials and purchased parts	617,333	556,834
Total inventories, net	\$ 866,472	\$ 769,175

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

8. Leases

The Company has commitments under operating leases for certain facilities, vehicles and equipment used in its operations. Cash used in operations for operating leases was not materially different from operating lease expense for the three months ended March 31, 2022 and 2021. The Company's leases have initial lease terms ranging from one month to 16 years. Certain lease agreements contain provisions for future rent increases.

The components of lease expense were as follows:

	Three Months Ended March 31,	
	2022	2021
	(In thousands)	
Operating lease cost	\$ 15,378	\$ 11,517
Variable lease cost	2,253	1,470
Total lease cost	<u>\$ 17,631</u>	<u>\$ 12,987</u>

Supplemental balance sheet information related to leases was as follows:

	March 31, 2022	December 31, 2021
		(In thousands)
Right of use assets, net	<u>\$ 169,279</u>	<u>\$ 169,924</u>
Lease liabilities included in Accrued Liabilities and other	47,473	47,353
Lease liabilities included in Other long-term liabilities	127,620	129,101
Total lease liabilities	<u>\$ 175,093</u>	<u>\$ 176,454</u>

Maturities of lease liabilities as of March 31, 2022 were as follows:

Lease Liability Maturity Analysis	Operating Leases (In thousands)
Remaining 2022	\$ 39,105
2023	44,048
2024	32,276
2025	23,317
2026	16,712
Thereafter	27,232
Total lease payments	<u>182,690</u>
Less: imputed interest	7,597
	<u>\$ 175,093</u>

The Company does not have any significant leases that have not yet commenced.

AMETEK, Inc.
Notes to Consolidated Financial Statements
March 31, 2022
(Unaudited)

9. Goodwill

The changes in the carrying amounts of goodwill by segment were as follows:

	EIG	EMG	Total
	(In millions)		
Balance at December 31, 2021	\$ 4,073.8	\$ 1,164.9	\$ 5,238.7
Purchase price allocation adjustments and other	(1.2)	—	(1.2)
Foreign currency translation adjustments	(9.6)	(9.0)	(18.6)
Balance at March 31, 2022	<u>\$ 4,063.0</u>	<u>\$ 1,155.9</u>	<u>\$ 5,218.9</u>

The Company is in the process of finalizing its measurements of certain tangible and intangible assets and liabilities for its November 2021 acquisition of Alphasense.

10. Income Taxes

At March 31, 2022, the Company had gross uncertain tax benefits of \$154.1 million, of which \$113.8 million, if recognized, would impact the effective tax rate.

The following is a reconciliation of the liability for uncertain tax positions (in millions):

Balance at December 31, 2021	\$ 147.0
Additions for tax positions	7.1
Reductions for tax positions	—
Balance at March 31, 2022	<u>\$ 154.1</u>

The additions above primarily reflect the tax positions for foreign tax planning initiatives. The Company recognizes interest and penalties accrued related to uncertain tax positions in income tax expense. The amounts recognized in income tax expense for interest and penalties during the three months ended March 31, 2022 and 2021 were not significant.

The effective tax rate for the three months ended March 31, 2022 was 19.0%, compared with 19.5% for the three months ended March 31, 2021. The lower effective tax rate in 2022 is primarily due to a favorable foreign tax rate differential.

11. Debt

On April 26, 2021, the Company along with certain of its foreign subsidiaries amended and restated its credit agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016 and as further amended and restated as of October 30, 2018, with the lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and Bank of America, N.A., PNC Bank, National Association, Trust Bank and Wells Fargo Bank, National Association, as Co-Syndication Agents. The credit agreement amends and restates the Company's existing revolving credit facility to add a new five-year, delayed draw, term loan for up to \$800 million. The credit agreement places certain restrictions on allowable additional indebtedness. At March 31, 2022, the Company had \$150.0 million outstanding on the term loan with a maturity date of June 2026. The Company's ability to draw on the term loan expired on April 26, 2022, with no additional borrowings.

AMETEK, Inc.
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12. Share-Based Compensation

The Company's share-based compensation plans are described in Note 11, Share-Based Compensation, to the consolidated financial statements in Part II, Item 8, filed on the Company's Annual Report on Form 10-K for the year ended December 31, 2021.

Share Based Compensation Expense

Total share-based compensation expense was as follows:

	Three Months Ended March 31,	
	2022	2021
	(In thousands)	
Stock option expense	\$ 3,440	\$ 3,923
Restricted stock expense	4,778	6,227
Performance restricted stock unit expense	1,353	1,290
Total pre-tax expense	<u>\$ 9,571</u>	<u>\$ 11,440</u>

Pre-tax share-based compensation expense is included in the consolidated statement of income in either Cost of sales or Selling, general and administrative expenses, depending on where the recipient's cash compensation is reported.

Stock Options

The fair value of each stock option grant is estimated on the grant date using a Black-Scholes-Merton option pricing model. The following weighted average assumptions were used in the Black-Scholes-Merton model to estimate the fair values of stock options granted during the periods indicated:

	Three Months Ended March 31, 2022	Year Ended December 31, 2021
Expected volatility	24.5 %	24.2 %
Expected term (years)	5.0	5.0
Risk-free interest rate	2.33 %	0.85 %
Expected dividend yield	0.65 %	0.66 %
Black-Scholes-Merton fair value per stock option granted	\$ 32.54	\$ 25.63

The following is a summary of the Company's stock option activity and related information:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2021	3,352	\$ 76.08		
Granted	608	134.69		
Exercised	(142)	62.75		
Forfeited	(24)	91.75		
Outstanding at March 31, 2022	<u>3,794</u>	<u>\$ 76.56</u>	<u>6.7</u>	<u>\$ 180.4</u>
Exercisable at March 31, 2022	<u>2,361</u>	<u>\$ 70.86</u>	<u>5.3</u>	<u>\$ 147.1</u>

The aggregate intrinsic value of stock options exercised during the three months ended March 31, 2022 was \$8.9 million. The total fair value of stock options vested during the three months ended March 31, 2022 was \$7.3 million. As of March 31, 2022, there was approximately \$28.0 million of expected future pre-tax compensation expense related to the 1.4

AMETEK, Inc.
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million non-vested stock options outstanding, which is expected to be recognized over a weighted average period of approximately two years.

Restricted Stock

The following is a summary of the Company's non-vested restricted stock activity and related information:

	Shares	Weighted Average Grant Date Fair Value
	(In thousands)	
Non-vested restricted stock outstanding at December 31, 2021	413	\$ 96.07
Granted	179	134.71
Vested	(107)	86.05
Forfeited	(10)	100.34
Non-vested restricted stock outstanding at March 31, 2022	<u>475</u>	<u>\$ 112.85</u>

The total fair value of restricted stock vested during the three months ended March 31, 2022 was \$9.3 million. As of March 31, 2022, there was approximately \$44.2 million of expected future pre-tax compensation expense related to the 0.5 million non-vested restricted shares outstanding, which is expected to be recognized over a weighted average period of approximately two years.

Performance Restricted Stock Units

In March 2022, the Company granted performance restricted stock units ("PRSU") to officers and certain key management-level employees. The PRSUs vest over a period up to three years from the grant date based on continuous service, with the number of shares earned (0% to 200% of the target award) depending upon the extent to which the Company achieves certain financial and market performance targets measured over the period from January 1 of the year of grant to December 31 of the third year. Half of the PRSUs were valued in a manner similar to restricted stock as the financial targets are based on the Company's operating results, which represents a performance condition. The grant date fair value of these PRSUs are recognized as compensation expense over the vesting period based on the probable number of awards to vest at each reporting date.

The other half of the PRSUs were valued using a Monte Carlo model as the performance target is related to the Company's total shareholder return compared to a group of peer companies, which represents a market condition. The Company recognizes the grant date fair value of these awards as compensation expense ratably over the vesting period.

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The following is a summary of the Company's non-vested performance restricted stock activity and related information:

	Shares (In thousands)	Weighted Average Grant Date Fair Value
Non-vested performance restricted stock outstanding at December 31, 2021	289	\$ 85.29
Granted	87	134.69
Performance assumption change ¹	66	81.76
Vested	(161)	81.76
Forfeited	(2)	89.73
Non-vested performance restricted stock outstanding at March 31, 2022	<u>279</u>	<u>\$ 101.97</u>

¹ Reflects the number of PRSUs above target levels based on performance metrics.

As of March 31, 2022, there was approximately \$17.3 million of expected future pre-tax compensation expense related to the 0.3 million non-vested restricted shares outstanding, which is expected to be recognized over a weighted average period of less than one year.

13. Retirement and Pension Plans

The components of net periodic pension benefit expense (income) were as follows:

	Three Months Ended March 31,	
	2022	2021
	(In thousands)	
Defined benefit plans:		
Service cost	\$ 1,374	\$ 2,021
Interest cost	5,120	4,567
Expected return on plan assets	(15,268)	(14,174)
Amortization of net actuarial loss and other	2,174	4,353
Pension income	(6,600)	(3,233)
Other plans:		
Defined contribution plans	13,261	8,455
Foreign plans and other	2,318	2,234
Total other plans	15,579	10,689
Total net pension expense	<u>\$ 8,979</u>	<u>\$ 7,456</u>

For defined benefit plans, the net periodic benefit income, other than the service cost component, is included in "Other (expense) income, net" in the consolidated statement of income.

For the three months ended March 31, 2022 and 2021, contributions to the Company's defined benefit pension plans were \$2.1 million and \$2.0 million, respectively. The Company's current estimate of 2022 contributions to its worldwide defined benefit pension plans is in line with the range disclosed in Note 12 of the Company's Annual Report on Form 10-K for the year ended December 31, 2021.

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14. Contingencies

Asbestos Litigation

The Company (including its subsidiaries) has been named as a defendant in a number of asbestos-related lawsuits. Certain of these lawsuits relate to a business which was acquired by the Company and do not involve products which were manufactured or sold by the Company. In connection with these lawsuits, the seller of such business has agreed to indemnify the Company against these claims (the “Indemnified Claims”). The Indemnified Claims have been tendered to, and are being defended by, such seller. The seller has met its obligations, in all respects, and the Company does not have any reason to believe such party would fail to fulfill its obligations in the future. To date, no judgments have been rendered against the Company as a result of any asbestos-related lawsuit. The Company believes that it has good and valid defenses to each of these claims and intends to defend them vigorously.

Environmental Matters

Certain historic processes in the manufacture of products have resulted in environmentally hazardous waste by-products as defined by federal and state laws and regulations. At March 31, 2022, the Company is named a Potentially Responsible Party (“PRP”) at 13 non-AMETEK-owned former waste disposal or treatment sites (the “non-owned” sites). The Company is identified as a “de minimis” party in 12 of these sites based on the low volume of waste attributed to the Company relative to the amounts attributed to other named PRPs. In eight of these sites, the Company has reached a tentative agreement on the cost of the de minimis settlement to satisfy its obligation and is awaiting executed agreements. The tentatively agreed-to settlement amounts are fully reserved. In the other four sites, the Company is continuing to investigate the accuracy of the alleged volume attributed to the Company as estimated by the parties primarily responsible for remedial activity at the sites to establish an appropriate settlement amount. At the remaining site where the Company is a non-de minimis PRP, the Company is participating in the investigation and/or related required remediation as part of a PRP Group and reserves have been established to satisfy the Company’s expected obligations. The Company historically has resolved these issues within established reserve levels and reasonably expects this result will continue. In addition to these non-owned sites, the Company has an ongoing practice of providing reserves for probable remediation activities at certain of its current or previously owned manufacturing locations (the “owned” sites). For claims and proceedings against the Company with respect to other environmental matters, reserves are established once the Company has determined that a loss is probable and estimable. This estimate is refined as the Company moves through the various stages of investigation, risk assessment, feasibility study and corrective action processes. In certain instances, the Company has developed a range of estimates for such costs and has recorded a liability based on the best estimate. It is reasonably possible that the actual cost of remediation of the individual sites could vary from the current estimates and the amounts accrued in the consolidated financial statements; however, the amounts of such variances are not expected to result in a material change to the consolidated financial statements. In estimating the Company’s liability for remediation, the Company also considers the likely proportionate share of the anticipated remediation expense and the ability of the other PRPs to fulfill their obligations.

Total environmental reserves at March 31, 2022 and December 31, 2021 were \$36.9 million and \$37.2 million, respectively, for both non-owned and owned sites. For the three months ended March 31, 2022, the Company recorded \$2.3 million in reserves. Additionally, the Company spent \$2.6 million on environmental matters for the three months ended March 31, 2022.

The Company has agreements with other former owners of certain of its acquired businesses, as well as new owners of previously owned businesses. Under certain of the agreements, the former or new owners retained, or assumed and agreed to indemnify the Company against, certain environmental and other liabilities under certain circumstances. The Company and some of these other parties also carry insurance coverage for some environmental matters.

The Company believes it has established reserves for the environmental matters described above, which are sufficient to perform all known responsibilities under existing claims and consent orders. In the opinion of management, based on presently available information and the Company’s historical experience related to such matters, an adequate provision for probable costs has been made and the ultimate cost resulting from these actions is not expected to materially affect the consolidated results of operations, financial position or cash flows of the Company.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations

The following table sets forth net sales and income by reportable segment and on a consolidated basis:

	Three Months Ended March 31,	
	2022	2021
(In thousands)		
Net sales:		
Electronic Instruments	\$ 987,759	\$ 790,924
Electromechanical	470,766	424,818
Consolidated net sales	<u>\$ 1,458,525</u>	<u>\$ 1,215,742</u>
Operating income and income before income taxes:		
Segment operating income:		
Electronic Instruments	\$ 244,774	\$ 206,897
Electromechanical	128,209	105,033
Total segment operating income	372,983	311,930
Corporate administrative expenses	(19,743)	(18,585)
Consolidated operating income	353,240	293,345
Interest expense	(19,570)	(18,947)
Other income (expense), net	2,552	(1,942)
Consolidated income before income taxes	<u>\$ 336,222</u>	<u>\$ 272,456</u>

Recent Events and Market Conditions

Recent events and market conditions impacting our business include the COVID-19 pandemic, increased material and transportation cost inflation, supply chain constraints, and Russia's invasion of Ukraine. As a result of these events and conditions, we anticipate a challenging global economic environment for the remainder of 2022. There still remains uncertainty around the COVID-19 pandemic, its effect on labor, government mandated lockdowns and other restrictive measures, and the pandemic's ultimate duration. The recent lockdowns in China have limited our ability to access customer sites, operate certain facilities, and place additional constraints on our supply chain. Beginning in 2021, we experienced inflationary cost increases in material and transportation costs and we expect elevated levels of cost inflation to persist throughout 2022. We have taken steps to mitigate the impacts of inflation by implementing pricing actions. The invasion of Ukraine by Russia and the sanctions imposed in response to this conflict have increased global economic and political uncertainty. Russia and Ukraine represent an insignificant portion of our business, but a significant expansion of the conflict's current scope could further complicate the economic environment. While the ultimate impact of these events remains uncertain, we will continue to evaluate the extent to which these factors will impact our business, financial condition, or results of operations.

Results of operations for the first quarter of 2022 compared with the first quarter of 2021

For the quarter ended March 31, 2022, the Company posted a record backlog as well as strong sales, operating income, net income, and orders. The Company achieved these results from organic sales growth in both EIG and EMG, contributions from the 2021 acquisitions of Abaco Systems, Inc., Magnetrol International, and NSI-MI Technologies, as well as the Company's Operational Excellence initiatives.

Net sales for the first quarter of 2022 were \$1,458.5 million, an increase of \$242.8 million or 20.0%, compared with net sales of \$1,215.7 million for the first quarter of 2021. The increase in net sales for the first quarter of 2022 was due to a 14% increase in organic sales, a 7% increase from acquisitions, partially offset by an unfavorable 1% effect of foreign currency translation.

Total international sales for the first quarter of 2022 were \$744.4 million or 51.0% of net sales, an increase of \$127.7 million or 20.7%, compared with international sales of \$616.7 million or 50.7% of net sales for the first quarter of 2021. The increase in international sales was primarily driven by strong demand in Europe and Asia during the quarter as well as contributions from recent acquisitions.

Orders for the first quarter of 2022 were \$1,702.8 million, an increase of \$305.2 million or 21.8%, compared with \$1,397.6 million for the first quarter of 2021. The increase in orders for the first quarter of 2022 was due to an 18% increase in

organic orders, a 5% increase from acquisitions, partially offset by an unfavorable 1% effect of foreign currency translation. As a result, the Company's backlog of unfilled orders at March 31, 2022 was a record \$2,974.4 million, an increase of \$244.3 million or 8.9% compared with \$2,730.1 million at December 31, 2021.

Segment operating income for the first quarter of 2022 was \$373.0 million, an increase of \$61.1 million or 19.6%, compared with segment operating income of \$311.9 million for the first quarter of 2021. Segment operating income was positively impacted in 2022 by the increase in sales discussed above, as well as a \$7.1 million gain on the sale of a facility. Segment operating margins, as a percentage of net sales, decreased slightly at 25.6% for the first quarter of 2022, compared with 25.7% for the first quarter of 2021. Segment operating margins were negatively impacted in the first quarter of 2022 by the dilutive impact of the 2021 acquisitions. Excluding the dilutive impact of recent acquisitions and the gain on sale of a facility, segment operating margins for the core businesses increased 120 basis points compared to the first quarter of 2021, due to benefits from the Company's Operational Excellence initiatives.

Cost of sales for the first quarter of 2022 was \$948.8 million or 65.1% of net sales, an increase of \$159.4 million or 20.2%, compared with \$789.4 million or 64.9% of net sales for the first quarter of 2021. The cost of sales increase was primarily due to the net sales increase discussed above.

Selling, general and administrative expenses for the first quarter of 2022 were \$156.5 million or 10.7% of net sales, an increase of \$23.5 million or 17.6%, compared with \$133.0 million or 10.9% of net sales for the first quarter of 2021. Selling, general and administrative expenses increased primarily due to the net sales increase discussed above.

Consolidated operating income was \$353.2 million or 24.2% of net sales for the first quarter of 2022, an increase of \$59.9 million or 20.4%, compared with \$293.3 million or 24.1% of net sales for the first quarter of 2021.

Other income, net was \$2.6 million for the first quarter of 2022, compared with \$1.9 million of other expense, net for the first quarter of 2021, a change of \$4.5 million. The first quarter of 2022 includes higher pension income of \$2.5 million and lower due diligence expense compared to the first quarter of 2021.

The effective tax rate for the first quarter of 2022 was 19.0%, compared with 19.5% for the first quarter of 2021. The lower effective tax rate in 2022 is primarily due to a favorable foreign tax rate differential.

Net income for the first quarter of 2022 was \$272.4 million, an increase of \$53.2 million or 24.3%, compared with \$219.2 million for the first quarter of 2021.

Diluted earnings per share for the first quarter of 2022 were \$1.17, an increase of \$0.23 or 24.5%, compared with \$0.94 per diluted share for the first quarter of 2021.

Segment Results

EIG's net sales totaled \$987.8 million for the first quarter of 2022, an increase of \$196.8 million or 24.9%, compared with \$790.9 million for the first quarter of 2021. The net sales increase was due to a 15% increase in organic sales, and an 11% increase from acquisitions, partially offset by an unfavorable 1% effect of foreign currency translation.

EIG's operating income was \$244.8 million for the first quarter of 2022, an increase of \$37.9 million or 18.3%, compared with \$206.9 million for the first quarter of 2021. EIG's operating margins were 24.8% of net sales for the first quarter of 2022, compared with 26.2% for the first quarter of 2021. EIG's operating margins were negatively impacted in the first quarter of 2022 by the dilutive impact of the 2021 acquisitions. Excluding the dilutive impact of recent acquisitions, EIG operating margins for the core business increased 130 basis points compared to the first quarter of 2021, due to benefits from the Company's Operational Excellence initiatives.

EMG's net sales totaled \$470.8 million for the first quarter of 2022, an increase of \$46.0 million or 10.8%, compared with \$424.8 million for the first quarter of 2021. The net sales increase was due to a 12% organic sales increase, partially offset by an unfavorable 1% effect of foreign currency translation.

EMG's operating income was a record \$128.2 million for the first quarter of 2022, an increase of \$23.2 million or 22.1%, compared with \$105.0 million for the first quarter of 2021. EMG's operating income included a \$7.1 million gain on the sale of a facility during the first quarter of 2022. EMG's operating margins were a record 27.2% of net sales for the first quarter of 2022, compared with 24.7% for the first quarter of 2021. Excluding the gain on the sale of a facility, EMG operating

margins increased 100 basis points compared to the first quarter of 2021, due to benefits from the Company's Operational Excellence initiatives.

Financial Condition

Liquidity and Capital Resources

Cash provided by operating activities totaled \$201.3 million for the first three months of 2022, a decrease of \$83.1 million or 29.2%, compared with \$284.4 million for the first three months of 2021. The decrease in cash provided by operating activities for the first three months of 2022 was primarily due to higher investments in inventory to support sales and backlog growth, and also to mitigate inventory supply chain constraints.

Free cash flow (cash flow provided by operating activities less capital expenditures) was \$175.0 million for the first three months of 2022, compared with \$266.9 million for the first three months of 2021. EBITDA (earnings before interest, income taxes, depreciation and amortization) was \$433.6 million for the first three months of 2022, compared with \$355.5 million for the first three months of 2021. Free cash flow and EBITDA are presented because the Company is aware that they are measures used by third parties in evaluating the Company.

Cash used by investing activities totaled \$14.9 million for the first three months of 2022, compared with cash used by investing activities of \$284.5 million for the first three months of 2021. For the first three months of 2022, the Company received proceeds of \$11.8 million from the sale of a facility. For the first three months of 2021, the Company paid \$263.9 million, net of cash acquired, to purchase Magnetrol International, Crank Software, and EGS Automation. Additions to property, plant and equipment totaled \$26.4 million for the first three months of 2022, compared with \$17.5 million for the first three months of 2021.

Cash used by financing activities totaled \$187.4 million for the first three months of 2022, compared with cash used by financing activities of \$84.0 million for the first three months of 2021. At March 31, 2022, total debt, net was \$2,536.0 million, compared with \$2,544.2 million at December 31, 2021. For the first three months of 2022, total borrowings increased by \$20.0 million compared with a \$33.0 million decrease for the first three months of 2021. At March 31, 2022, the Company had available borrowing capacity of \$2,431.3 million under its revolving credit facility and term loan, including the \$500 million accordion feature.

On April 26, 2021, the Company along with certain of its foreign subsidiaries amended and restated its credit agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016 and as further amended and restated as of October 30, 2018, with the lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and Bank of America, N.A., PNC Bank, National Association, Trust Bank and Wells Fargo Bank, National Association, as Co-Syndication Agents. The credit agreement amends and restates the Company's existing revolving credit facility to add a new five-year, delayed draw, term loan for up to \$800 million. The credit agreement places certain restrictions on allowable additional indebtedness. At March 31, 2022, the Company had \$150.0 million outstanding on the term loan with a maturity date of June 2026. The Company's ability to draw on the term loan expired on April 26, 2022, with no additional borrowings.

The debt-to-capital ratio was 26.8% at March 31, 2022, compared with 27.0% at December 31, 2021. The net debt-to-capital ratio (total debt, net less cash and cash equivalents divided by the sum of net debt and stockholders' equity) was 24.1% at March 31, 2022, compared with 24.2% at December 31, 2021. The net debt-to-capital ratio is presented because the Company is aware that this measure is used by third parties in evaluating the Company.

Additional financing activities for the first three months of 2022 included cash dividends paid of \$50.8 million, compared with \$46.0 million for the first three months of 2021. Effective February 9, 2022, the Company's Board of Directors approved a 10% increase in the quarterly cash dividend on the Company's common stock to \$0.22 per common share from \$0.20 per common share. The Company repurchased \$156.7 million of its common stock for the first three months of 2022, compared with \$8.0 million for the first three months of 2021. Proceeds from stock option exercises were \$8.3 million for the first three months of 2022, compared with \$6.9 million for the first three months of 2021.

As a result of all of the Company's cash flow activities for the first three months of 2022, cash and cash equivalents at March 31, 2022 totaled \$340.3 million, compared with \$346.8 million at December 31, 2021. At March 31, 2022, the Company had \$326.4 million in cash outside the United States, compared with \$334.0 million at December 31, 2021. The Company utilizes this cash to fund its international operations, as well as to acquire international businesses. The Company is in compliance with all covenants, including financial covenants, for all of its debt agreements. The Company believes it has

sufficient cash-generating capabilities from domestic and unrestricted foreign sources, available credit facilities and access to long-term capital funds to enable it to meet its operating needs and contractual obligations in the foreseeable future.

Critical Accounting Policies

The Company's critical accounting policies are detailed in Part II, Item 7, Management's Discussion and Analysis of Financial Condition of its Annual Report on Form 10-K for the year ended December 31, 2021. Primary disclosure of the Company's significant accounting policies is also included in Note 1 to the Consolidated Financial Statements included in Part II, Item 8 of its Annual Report on Form 10-K.

Forward-Looking Information

Information contained in this discussion, other than historical information, is considered "forward-looking statements" and is subject to various factors and uncertainties that may cause actual results to differ significantly from expectations. These factors and uncertainties include risks related to the COVID-19 pandemic and its potential impact on AMETEK's operations, supply chain, and demand across key end markets; general economic conditions affecting the industries the Company serves; changes in the competitive environment or the effects of competition in the Company's markets; risks associated with international sales and operations; the Company's ability to consummate and successfully integrate future acquisitions; the Company's ability to successfully develop new products, open new facilities or transfer product lines; the price and availability of raw materials; compliance with government regulations, including environmental regulations; and the ability to maintain adequate liquidity and financing sources. A detailed discussion of these and other factors that may affect the Company's future results is contained in AMETEK's filings with the U.S. Securities and Exchange Commission, including its most recent reports on Form 10-K, 10-Q, and 8-K. AMETEK disclaims any intention or obligation to update or revise any forward-looking statements, unless required by the securities laws to do so.

Item 4. Controls and Procedures

The Company maintains a system of disclosure controls and procedures that is designed to provide reasonable assurance that information, which is required to be disclosed, is accumulated and communicated to management in a timely manner. Under the supervision and with the participation of our management, including the Company's principal executive officer and principal financial officer, we have evaluated the effectiveness of our system of disclosure controls and procedures as required by Exchange Act Rule 13a-15(b) as of March 31, 2022. Based on that evaluation, the Company's principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures are effective at the reasonable assurance level.

Such evaluation did not identify any change in the Company's internal control over financial reporting during the quarter ended March 31, 2022 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

(c) Purchase of equity securities by the issuer and affiliated purchasers.

The following table reflects purchases of AMETEK, Inc. common stock by the Company during the three months ended March 31, 2022:

Period	Total Number of Shares Purchased (1)(2)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plan
January 1, 2022 to January 31, 2022	—	\$ —	—	\$ 469,729,729
February 1, 2022 to February 28, 2022	143,528	128.85	143,528	451,235,513
March 1, 2022 to March 31, 2022	1,074,423	128.65	1,074,423	313,006,100
Total	<u>1,217,951</u>	<u>\$ 128.68</u>	<u>1,217,951</u>	

(1) Includes 34,205 shares surrendered to the Company to satisfy tax withholding obligations in connection with employees' share-based compensation awards.

(2) Consists of the number of shares purchased pursuant to the Company's Board of Directors \$500 million authorization for the repurchase of its common stock announced in February 2019. Such purchases may be effected from time to time in the open market or in private transactions, subject to market conditions and at management's discretion.

Item 6. Exhibits

Exhibit Number	Description
10.1*	AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Global Non-Qualified Stock Option Award Agreement for non-US Employees
10.2*	AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Restricted Stock Unit Award Agreement for non-US Employees
10.3*	AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Performance Restricted Stock Unit Award Agreement for non-US Employees
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.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101).

* 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.

AMETEK, Inc.

(Registrant)

By: /s/ THOMAS M. MONTGOMERY

Thomas M. Montgomery

Senior Vice President – Comptroller

(Principal Accounting Officer)

May 3, 2022

AMETEK, INC.**2020 OMNIBUS INCENTIVE COMPENSATION PLAN AND
2020 FRANCE OPTION SUB-PLAN OPTION****AGREEMENT**

THIS CERTIFIES THAT the French Participant as defined in the 2020 France Option Sub-Plan is hereby granted the option (“Option”) under the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”) and the 2020 France Option Sub-Plan to purchase shares of the common stock, \$.01 par value, (the “Common Stock”) of AMETEK, Inc., a Delaware corporation (the “Company”), upon and subject to the Plan, the 2020 France Option Sub-Plan and the following terms and conditions, being specified that capitalized terms not otherwise defined in this Option agreement (the “Agreement”) shall have the same meanings as defined in the Plan and the 2020 France Option Sub-Plan.

1. The Options granted pursuant to this Agreement are intended to qualify for special tax and social security treatment in France applicable to rights to shares granted for no consideration under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended. However, certain event may affect the qualified status of the Options and the Company does not make any undertaking or representation to maintain the qualified status of the Options. If the Options do not retain their qualified status, the special tax and social security treatment will not apply and the French Participant will be required to pay the French Participant’s portion of social security contributions resulting from the Options as well as any income and other taxes that may be due pursuant to other rules for non-qualified Options.

2. The number of shares granted under this Option, the date of grant and exercise price are as set out on the Company’s stock administrator’s system.

3. This Option shall expire not later than ten (10) years from the date hereof (hereinafter called the “Expiration Date”).

4. This Option shall not be transferable except in case of death to the extent hereinafter set forth and may be exercised or surrendered during the French Participant’s lifetime only by the French Participant hereof.

5. Except as set forth in Paragraph 9 below, this Option shall vest in three equal installments on the first three anniversaries from the Grant Date hereof, as to one-third of the total number Options granted on each such anniversary.

6. To the extent vested and exercisable in accordance with Paragraph 5 above, this Option may be exercised from time to time in accordance with the procedures of the Company’s stock plan administrator; provided, however, that this Option may not be exercised at any time when this Option or the granting or exercise thereof violates any law or governmental order or regulation, and in no event may the Option be exercised after the Expiration Date or such earlier expiration pursuant to Paragraph 9 below.

7. Payment for the stock purchased pursuant to any exercise of this Option shall be made in full at the time of the exercise of the Option by any one or more of the following methods: (a) by check payable to the order of the Company’s stock plan administrator, (b) by wire transfer of funds to the Company’s stock plan administrator, (c) by cashless exercise, or (d) by the delivery to the Company of shares of Common Stock of the Company which shall be valued at their Fair Market Value on the date of exercise of the Option.

8. To the extent that this Option is not exercised in full prior to its Expiration Date or earlier expiration pursuant to Paragraph 9 below, it shall terminate and become void and of no effect. The French Participant is solely responsible for any election to exercise the Option, and the Company has no obligation to provide notice to the French Participant of any matter, including, but not limited to, the date the Option expires. Neither the Company nor any

Subsidiary has any liability in the event of the French Participant's failure to timely exercise any vested Option prior to its expiration.

9. If the French Participant shall voluntarily or involuntarily leave the employ or service of the Company or the French Affiliate, this option shall terminate forthwith, except the Option shall have until the end of the three (3)-month period following the cessation of the French Participant's employment with or service to the Company and its French Affiliate, and no longer, to exercise any vested but unexercised option the French Participant could have exercised on the day on which the French Participant left the employ or service of the Company and its French Affiliate. Notwithstanding the foregoing, any remaining unexercised option shall be exercisable:

- (a) after the completion of at least two (2) full years of employment or service with the French Affiliate and the attainment of age sixty-five (65), provided that such exercise is accomplished prior to the Expiration Date; or
- (b) in the case of death within six (6) months after the French Participant's death, and this even after the Expiration Date; or
- (c) if the French Participant's termination of employment or service occurs in connection with a Change in Control provided that such exercise is accomplished (i) prior to the Expiration Date and (ii) within one (1) year after the Change in Control; or
- (d) if the French Participant is disabled (as defined by Article L. 341-4 of the French *Code de la Sécurité Sociale*) at the date of the French Participant's termination of employment or service, provided that such exercise is accomplished prior to the Expiration Date.

If the Company receives a legal opinion that there has been a legal judgment and/or legal development that in France or any applicable jurisdiction that likely would result in the favorable treatment that applies to Options under the Plan being deemed unlawful or discriminatory, the Company, in its sole discretion, shall have the power and authority to revise or strike certain provisions of the Agreement, including this Paragraph 9, to the minimum extent necessary to make it valid and enforceable to the full extent permitted under the law.

10. The French Participant acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the French Participant provides services (the "Employer") with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the French Participant's participation in the Plan and legally applicable under applicable legislation to the French Participant ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the French Participant's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The French Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including but not limited to, the grant, vesting or settlement of the awards, or the subsequent sale of shares acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the French Participant's liability for Tax-Related Items or achieve a particular tax result. Further, if the French Participant is subject to Tax-Related Items in more than one jurisdiction, the French Participant acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the French Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the French Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations about Tax-Related Items by one or a combination of the following:

- (a) withholding from the French Participant's wages or other cash compensation paid to the French Participant by the Company, the Employer or any other subsidiary;
- (b) withholding from the proceeds of the sale of share of Common Stock acquired at exercise either through a voluntary sale or through a mandatory sale arranged by the Company (on the French Participant's behalf pursuant to this authorization) without further consent;

- (c) withholding shares of Common Stock to be issued upon exercise of the Option, provided the Company only withholds the amount of shares of Common Stock necessary to satisfy no more than the maximum statutory withholding amounts; or
- (d) any other method approved by the Committee and permitted by applicable laws.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the French Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the Common Stock equivalent) or, if not refunded, the French Participant may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding shares of Common Stock, for tax purposes, the French Participant is deemed to have been issued the full number of shares of Common Stock, notwithstanding that Common Stock is held back solely for purposes of paying the Tax-Related Items.

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

11. In accepting the Option, the French Participant acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan and 2020 French Sub-Plan; (ii) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Options, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company; (iv) the grant of the Option and the French Participant's participation in the Plan shall not be construed as creating any contract of employment between the Company and the French Participant and does not entitle the French Participant to any benefit other than that granted under this Agreement; (v) the French Participant is voluntarily participating in the Plan; (vi) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation; (vii) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty; (ix) if the underlying shares of Common Stock do not increase in value, the Option will have no value; (x) if the French Participant exercises the Option and acquires shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the exercise price; (xi) no claim or entitlement to compensation or damages shall arise from forfeiture of the Options resulting from a termination from employment or service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the French Participant is employed or otherwise rendering services or the terms of the French Participant's employment or service agreement, if any); (xii) unless otherwise agreed with the Company, the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with the service the French Participant may provide as a director of any subsidiary or Affiliate; and (xiii) neither the Company, the Employer or any Parent Corporation or subsidiary shall be liable for any foreign exchange rate fluctuation between the French Participant's local currency and the U.S. Dollar that may affect the value of the Options or any amounts due to the French Participant pursuant to the exercise of the Option or subsequent sale of shares of Common Stock acquired upon exercise.

12. The grant of this Option shall not confer upon the French Participant the right to be retained by or in the employ or service of the Company or its subsidiaries and shall not interfere in any way with the right of the the French Affiliate to terminate the French Participant's employment or service at any time.

13. *The French Participant hereby explicitly, voluntarily and unambiguously consents to the collection, use, and transfer, in electronic or other form, of the French Participant's personal data as described in this Agreement and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary for the exclusive purposes of implementing, administering and managing the French Participant's participation in the Plan.*

The French Participant understands that the Company and the Employer may hold certain personal information about the French Participant, including, but not limited to, the French Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the French Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the French Participant's participation in the Plan.

The French Participant understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The French 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 French Participant's country. The French Participant understands that he or she 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. The French Participant authorizes the Company, and any 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 purposes of implementing, administering and managing the French Participant's participation in the Plan. The French Participant understands that Data will be held only as long as is necessary to implement, administer and manage the French Participant's participation in the Plan. The French Participant understands that he or she may, at any time, view Data, request additional 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 in writing his or her local human resources representative. Further, the French Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the French Participant does not consent, or if the French Participant later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the French Participant's consent is that the Company would not be able to grant the Options or other equity awards to the French Participant or administer or maintain such awards. Therefore, the French Participant understands that refusing or withdrawing his or her consent may affect the French Participant's ability to participate in the Plan. For more information on the consequences of the French Participant's refusal to consent or withdrawal of consent, the French Participant understands that he or she may contact his or her local human resources representative.

The French Participant understands that the Company may rely on a different legal basis for the processing and/or transfer of his/her personal information in the future and/or request the French Participant to provide a separate data privacy consent. If applicable and upon request of the Company, the French Participant agrees to provide an executed acknowledgment or data privacy consent form to the Company or Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under relevant data privacy laws, now or in the future. The French Participant understands that he/she will not be able to participate in the Plan and the 2020 France Option Sub-Plan if he/she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

14. If the French Participant has received the Agreement or any other document related to the Option and/or 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.

15. The Company reserves the right to impose other requirements on the French Participant's participation in the Plan, on the Options, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the French Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

1. This Option is granted subject and pursuant to the provisions of the Plan, of the 2020 France Option Sub-Plan the terms of which are incorporated herein by reference. The grant and exercise of this Option are subject to interpretations and determinations by the Committee in accordance with the terms of the Plan. The French Participant acknowledges by virtue of the acceptance, the provisions of the current prospectus which is available and accessible through the stock administrator's system, of the Company relating to the shares covered under the Plan. A determination of the Committee as to any questions which may arise with respect to the interpretation of the provisions of this Option, of the 2020 France Option Sub-Plan and of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof, not inconsistent with the provisions of the Plan and/or of the 2020 France Option Sub-Plan, as it may deem advisable.

2. The French Participant recognizes and acknowledges that, by reason of the French Participant's employment by and service to the Company or an Affiliate, the French Participant has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The French Participant acknowledges that such Confidential Information is a valuable and unique asset and covenants that holder will not, either during or after the French Participant's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of the French Participant's duties and responsibilities. The French Participant shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the French Participant, (ii) is already in the French Participant's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the French Participant shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the French Participant shall be free to use and employ the French Participant's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of the French Participant's duties and responsibilities hereunder, so long as the French Participant applies such information without disclosure or use of any Confidential Information. Upon the French Participant's termination of employment or service, the French Participant will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

3. During the French Participant's employment and at any time thereafter, the French Participant agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company (or an Affiliate) from reviewing the holder's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the French Participant from the performance of the French Participant's duties while employed by the Company (or an Affiliate); or (v) the French Participant from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if the French Participant has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the French Participant is not required to notify the Company that holder has made such reports or disclosures. The French Participant, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

19. The French Participant acknowledges that a waiver by the Company 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 French Participant or any other participant in the Plan.

20. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The French Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

21. The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise enforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

22. Notwithstanding any other provision of the Plan or the Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Common Stock, the Company shall not be required to deliver any shares of Common Stock upon settlement of the awards prior to the completion of any registration or qualification of the Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The French Participant understands that the Company is under no obligations to register or qualify the Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Common Stock. Further, the French Participant agrees that the Company shall have unilateral authority to amend the Agreement without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of Common Stock.

23. The validity, construction, interpretation and effect of the terms and conditions of this Option shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws provisions thereof. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

24. The French Participant acknowledges that French residents are required to report all foreign accounts (whether open, current or closed) to the French tax authorities on their annual tax returns. Failure to complete this reporting triggers penalties.

25. The French Participant acknowledges that he/she may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock, during such times as the French Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the French Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the French Participant places before possessing inside information. Furthermore, the French Participant may 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 to otherwise buy or sell securities (third parties include fellow employees). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The French Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the French Participant is advised to speak to his/her personal advisor on this matter.

26. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the French Participant's participation in the Plan, or his or her acquisition of Common

Stock. The French Participant should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

27. The French Participant hereby acknowledges receipt of the Option, with the number of shares and on the Grant Date as recorded in AMETEK's stock administrator's system, and that the Option has been issued under the terms and conditions of the Plan and of the 2020 France Option Sub-Plan. The French Participant further agrees to conform to all the terms and conditions of the Option, of the 2020 France Option Sub-Plan and the Plan, and that all decisions and determinations of the Committee shall be final and binding.

28. By accepting the grant of the Options, the French Participant confirms having read and understood the documents related to the grant (the Agreement, the Plan, and the 2011 France Option Sub-Plan) which were provided in the English language. The French Participant accepts the terms of those documents accordingly.

29. In exchange for the valuable considerations included in this Award, at all times during the Recipient's employment with the Company, and for a period of 24 months following the Recipient's termination of employment with the Company for any reason, whether voluntary or involuntary, with or without cause, the Recipient shall not, on his or her own behalf or on behalf of any other person, firm, partnership, organization, agency, corporation or other entity, either directly or indirectly, to the fullest extent permitted by applicable law:

- (a) solicit, recruit, hire, or engage in any manner, or facilitate the solicitation, recruitment, hire or engagement of any employee, consultant, or independent contractor of the Company or any of its Affiliates.
- (b) induce, encourage or assist any director, officer, employee, agent, consultant, sales agent, sales agent representative, customer, or supplier of the Company or any of its Affiliates to terminate or alter his/her/its relationship with the Company or any of its Affiliates, or to join another business organization.
- (c) solicit, accept or conduct, other than for the benefit of the Company, any business with any customer or prospective customer of the Company with whom or which the Recipient had contact or about which the Recipient learned Confidential Information during his or her employment with the Company that is competitive with the business of the Company in which the Recipient worked during his or her employment with the Company.

30. If a court determines that the non-solicitation provision, or any part thereof, is unenforceable because of the duration or scope of such provision, then the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In the case that any one or more of the provisions contained in this Award shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Award and this Award shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

En acceptant l'attribution des options (stock-options), le bénéficiaire (« the French Participant ») confirme avoir lu et compris l'ensemble des documents relatifs à l'attribution (le Contrat « the Option Agreement », le Plan « the 2020 Omnibus Incentive Compensation Plan » et le Sous-Plan pour la France « the 2020 France Option Sub- Plan ») qui ont été fournis en langue anglaise. Le bénéficiaire accepte sans réserve l'ensemble des dispositions comprises dans ces documents et ce, en connaissance de cause.

AMETEK, INC.**2020 OMNIBUS INCENTIVE COMPENSATION PLAN and 2020 FRANCE RSU****SUB-PLAN****RESTRICTED STOCK UNIT AGREEMENT**

1. **THIS CERTIFIES THAT** the French Participant as defined in the 2020 France RSU Sub-Plan is hereby granted Restricted Stock Units (“RSUs”) under the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”) and the 2020 France RSU Sub-Plan to become the owner of the underlying shares of AMETEK, Inc., a Delaware corporation (the “Company”), upon and subject to the Plan, the 2020 France RSU Sub-Plan and the following terms and conditions, being specified that capitalized terms not otherwise defined in this Restricted Stock Unit agreement (the “Agreement”) shall have the same meanings as defined in the Plan and the 2020 France RSU Sub-Plan.

2. The RSUs granted pursuant to this Agreement are intended to qualify for special tax and social security treatment in France applicable to rights to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended. However, certain event may affect the qualified status of the RSUs and the Company does not make any undertaking or representation to maintain the qualified status of the RSUs. If the RSUs do not retain their qualified status, the special tax and social security treatment will not apply and the French Participant will be required to pay the French Participant’s portion of social security contributions resulting from the RSUs as well as any income and other taxes that may be due pursuant to other rules for non-qualified RSUs.

3. The number of RSUs granted, the Grant Date and the Vesting Date are as set out on the Company’s stock administrator’s system. The RSUs are initially not vested and may become vested and non-forfeitable on the earliest of:

- a) With respect to two-thirds of the RSUs granted on the second anniversary of the Grant Date and one-third of the RSUs on the third anniversary of the Grant Date, subject to the French Participant’s continuous employment with the Company (or any successor or French Affiliate) through each such date;
- b) the death of the French Participant; In this case, the person entitled to succeed to the rights of the participant may claim the settlement of any vested RSUs of the deceased participant within six (6) months following the date of death;
- c) the Disability of the French Participant (as defined in categories 2 and 3 under Section 341-4 of the French Social Security Code), if the Committee decides to accelerate the vesting;
- d) the French Participant’s termination of employment or service with the Company (or any successor or French Affiliate) as a result of and concurrent with a Change in Control (as defined in the Plan).

In the case of death, the person entitled to succeed to the rights of the French Participant under French law may claim the settlement of any vested RSUs of the deceased French Participant within six (6) months following the date of death. Any such successor must furnish proof satisfactory to the Company of his or her right to receive the shares under the applicable laws of descent and distribution, else the shares become null and void.

Except to the extent, if any, that the RSUs shall have become non-forfeitable pursuant to the foregoing provisions of this paragraph 3, if the French Participant shall voluntarily or involuntarily leave the employ of the French Affiliate prior to the third anniversary of the Grant Date, the unvested RSUs shall be forfeited.

4. At such time the RSUs become non-forfeitable, the Company will deliver to the French Participant an unrestricted certificate for a number of shares of Company Stock equal to the number of RSUs that became vested. Notwithstanding any other provision of Plan, French Participant shall not be credited with any Dividend Equivalents during the Vesting Period or relating to the Vesting Period. The number of shares delivered at Vesting Date will not be increased by any potential Dividend Equivalents that could have accrued during the Vesting Period or relating to the Vesting Period. No Dividend Equivalents can be paid or credited to an account established in the name of the French Participant with respect to RSU granted further to the 2020 French RSU sub-plan.

In addition, notwithstanding any other provision of the Plan, and notably Section 8 (c) of the Plan, the RSUs granted shall not be settled in cash. RSUs granted to the French Participant will only be settled in Shares of Company Stock. The French Participant will not have to pay any economic consideration for the delivery of the Shares. Once the RSUs vested, the delivery of the Shares to the French Participant shall be definitive. The RSUs vested cannot be cancelled or rescinded and the French Participant shall not be required to return them even if a Holding Period is required.

5. The French Participant acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the French Participant provides services (the “Employer”) with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax) , social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the French Participant’s participation in the Plan and legally applicable under applicable legislation to the French Participant (“Tax-Related Items”), the ultimate liability for all Tax-Related Items is and remains the French Participant’s responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The French Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including but not limited to, the grant, vesting or settlement of the awards, or the subsequent sale of shares acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the French Participant’s liability for Tax-Related Items or achieve a particular tax result. Further, if the French Participant is subject to Tax-Related Items in more than one jurisdiction, the French Participant acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the French Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the French Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to Tax-Related Items by one or a combination of the following:

- (a) withholding from the French Participant's wages or other cash compensation paid to the French Participant by the Company, the Employer or any other subsidiary;
- (b) withholding from the proceeds of the sale of share of Company Stock acquired at vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the French Participant's behalf pursuant to this authorization) without further consent;
- (c) withholding such number of shares of Company Stock (thus reducing the number of shares to be issued to the French Participant) as shall have a Fair Market Value, valued on the date on which Tax-Related Items are determined, equal to the amount required to be withheld to satisfy the Company (or successor or Affiliate's) withholding obligations; or
- (d) any other method approved by the Committee and permitted by applicable laws.

Depending on the withholding method, the Company may withhold or account for Tax- Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the French Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the Company Stock equivalent) or, if not refunded, the French Participant may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding shares of Company Stock, for tax purposes, the French Participant is deemed to have been issued the full number of shares of Company Stock, notwithstanding that Company Stock is held back solely for purposes of paying the Tax-Related Items.

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

6. The French Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any RSUs, or any interest therein other than by death unless and until the RSUs have been settled as provided in this Agreement.

7. Prior to the issuance of a certificate for shares of Company Stock in settlement of RSUs, French Participant will have no rights as a shareholder of the Company with respect to the

RSUs, including the right to vote or to receive dividends, until the legal ownership of the Shares is transferred to the French Participant on the Vesting Date.

8. Shares of Company Stock issued pursuant to RSUs may not be sold or transferred during the following periods of time (“Blackout Periods” as defined in the 2020 France RSU SubPlan) (i) During the period of a period of thirty (30) calendar days before and after the disclosure to the public of the Company’s consolidated financial statements or failing that the annual accounts; or (ii) By the board members (les membres du conseil d'administration ou de surveillance), the management board (les membres du directoire) or someone acting as chief executive officer (directeur general) or as deputy chief executive officer (directeur général délégué) or by employees who have inside information, in the meaning of the article 7 of the UE regulation n° 596/2014, which has not been disclosed to the public. The Blackout Period applies to the French Participant, even if the French Participant has had a termination of employment or service, as well as the French Participant’s heirs in the case of death of the French Participant. The Company’s earnings release and related information can be accessed by the French Participant through the Company’s website. Any other blackout periods provided by the Plan or the local legislation shall be respected.

9. In the event of a Change of Control, Corporate Transaction or other event set forth in Section 11 and 19 of the Plan, adjustment to the terms and conditions of RSUs or the underlying Shares may be made only in accordance with the Plan and pursuant to applicable French legal and tax rules. Nevertheless, the Board or the Committee, at its discretion, may decide to adjust solely to the extent permitted under the Plan in the case of a transaction for which adjustments are not authorized under French law. In this event, the RSUs may no longer comply with the provisions of the French Commercial Code, and the favorable tax and social security treatment may be lost. Assumption, exchange or substitution of the RSUs in the case of a Change of Control, Corporate Transaction or other event set forth in Section 11 and 19 of the Plan as well as an acceleration of Vesting or any other treatment implemented upon a Change of Control, Corporate Transaction, or in any other event, may result in the RSUs no longer being eligible for favorable French tax and social security treatment.

10. In accepting the RSUs, the French Participant acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan and the 2020 French Sub-Plan; (ii) the grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of RSUs, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company; (iv) the grant and the French Participant’s participation in the Plan shall not be construed as creating any contract of employment between the Company and the French Participant and does not entitle the French Participant to any benefit other than that granted under this Agreement; (v) the French Participant is voluntarily participating in the Plan; (vi) the RSUs and the underlying shares of Company Stock are not intended to replace any pension rights or compensation; (vii) the RSUs and the underlying shares of Company Stock, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the shares of Company

Stock is unknown, indeterminable and cannot be predicted with certainty; (ix) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from a termination of employment or service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the French Participant is employed or otherwise rendering services or the terms of the French Participant's employment or service agreement, if any) Corporation; (x) unless otherwise agreed with the Company, the RSUs and shares of Company Stock, and the income from and value of same, are not granted as consideration for, or in connection with the service the French Participant may provide as a director of any subsidiary or Affiliate; and (x) neither the Company, the Employer or any Parent Corporation or subsidiary shall be liable for any foreign exchange rate fluctuation between the French Participant's local currency and the U.S. Dollar that may affect the value of the RSUs or any amounts due to the French Participant pursuant to the settlement of the awards or subsequent sale of shares of Company Stock acquired upon settlement.

11. The Company and the French Participant each hereby agrees to be bound by the terms and conditions set forth in the Plan, in the 2020 France RSU Sub-Plan and in this Agreement, which constitute the whole agreement between the parties hereto with respect to the RSUs awarded.

12. Any notices or other communications given in connection with this Agreement shall be sent either by registered or certified mail, return receipt requested, or by overnight mail, facsimile or electronic mail, to the Company and French Participant address or number of record or to such changed address or number as to which either party has given notice to the other party. All notices shall be deemed given when so mailed, or if sent by facsimile or electronic mail, when electronic confirmation of the transmission is received, except that a notice of change of address shall be deemed given when received.

13. This Agreement shall not be construed as creating any contract of employment between the Company and the French Participant and does not entitle the French Participant to any benefit other than that granted under this Agreement.

14. This Agreement shall inure to the benefit of, and be binding on, the Company and its successors determined according to French law, and shall inure to the benefit of, and be binding on, the French Participant and his successors. This Agreement shall not be assignable by the French Participant.

15. *The French Participant hereby explicitly, voluntarily and unambiguously consents to the collection, use, and transfer, in electronic or other form, of the French Participant's personal data as described in this Agreement and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary for the exclusive purposes of implementing, administering and managing the French Participant's participation in the Plan.*

The French Participant understands that the Company and the Employer may hold certain personal information about the French Participant, including, but not limited to, the French Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all RSUs or any other entitlement to Company Stock awarded, canceled, exercised, vested, unvested or outstanding in the French Participant's favor ("Data"), for the exclusive

purpose of implementing, administering and managing the French Participant's participation in the Plan.

The French Participant understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The French Participant understands that the French Participants of the Data may be located in the United States or elsewhere, and that the French Participant's country (e.g., the United States) may have different data privacy laws and protections than the French Participant's country. The French Participant understands that he or she may request a list with the names and addresses of any potential French Participants of the Data by contacting his or her local human resources representative. The French Participant authorizes the Company, and any other possible French Participants 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 purposes of implementing, administering and managing the French Participant's participation in the Plan. The French Participant understands that Data will be held only as long as is necessary to implement, administer and manage the French Participant's participation in the Plan. The French Participant understands that he or she may, at any time, view Data, request additional 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 in writing his or her local human resources representative. Further, the French Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the French Participant does not consent, or if the French Participant later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the French Participant's consent is that the Company would not be able to grant the RSUs or other equity awards to the French Participant or administer or maintain such awards. Therefore, the French Participant understands that refusing or withdrawing his or her consent may affect the French Participant's ability to participate in the Plan. For more information on the consequences of the French Participant's refusal to consent or withdrawal of consent, the French Participant understands that he or she may contact his or her local human resources representative.

The French Participant understands that the Company may rely on a different legal basis for the processing and/or transfer of his/her personal information in the future and/or request the French Participant to provide a separate data privacy consent. If applicable and upon request of the Company, the French Participant agrees to provide an executed acknowledgment or data privacy consent form to the Company or Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under relevant data privacy laws, now or in the future. The French Participant understands that he/she will not be able to participate in the Plan and the 2020 France RSU Sub-Plan if he/she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

1. If the French Participant has received the Agreement or any other document related to the RSUs and/or 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.

2. The Company reserves the right to impose other requirements on the French Participant's participation in the Plan, on the RSUs and on any shares of Company Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or

administrative reasons, and to require the French Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. The French Participant recognizes and acknowledges that, by reason of French Participant's employment by and service to the Company or an Affiliate, French Participant has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The French Participant acknowledges that such Confidential Information is a valuable and unique asset and covenants that French Participant will not, either during or after French Participant's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of French Participant's duties and responsibilities. The French Participant shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the French Participant, (ii) is already in French Participant's possession (unless obtained from the Company (or an Affiliate) or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the French Participant shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the French Participant shall be free to use and employ French Participant's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of French Participant's duties and responsibilities hereunder, so long as French Participant applies such information without disclosure or use of any Confidential Information. Upon the French Participant's termination of employment or service, the French Participant will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

19. During the French Participant's employment and at any time thereafter, the French Participant agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company (or an Affiliate) from reviewing the French Participant's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the French Participant from the performance of French Participant's duties while employed by the Company (or an Affiliate); or (v) the French Participant from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the

Congress and any agency Inspector General, if French Participant has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the French Participant is not required to notify the Company that French Participant has made such reports or disclosures. The French Participant, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

20. The French Participant acknowledges that a waiver by the Company 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 French Participant or any other participant in the Plan.

21. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The French Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

22. The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise enforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

23. Notwithstanding any other provision of the Plan or the Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Company Stock, the Company shall not be required to deliver any shares of Company Stock upon settlement of the awards prior to the completion of any registration or qualification of the Company Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The French Participant understands that the Company is under no obligations to register or qualify the Company Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Company Stock. Further, the French Participant agrees that the Company shall have unilateral authority to amend the Agreement without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of Company Stock.

24. This Agreement shall be subject to and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

25. The French Participant acknowledges that French residents are required to report all foreign accounts (whether open, current or closed) to the French tax authorities on their annual tax returns. Failure to complete this reporting triggers penalties.

26. The French Participant acknowledges that he/she may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of Company Stock, rights to Company Stock or rights linked to the value of Company Stock, during such times as the French Participant is considered to have “inside information” regarding the Company (as defined by the laws or regulations in the French Participant’s country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the French Participant places before possessing inside information. Furthermore, the French Participant may 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 to otherwise buy or sell securities (third parties include fellow employees). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The French Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the French Participant is advised to speak to his/her personal advisor on this matter.

27. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the French Participant’s participation in the Plan, or his or her acquisition of Company Stock. The French Participant should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

28. The French Participant hereby acknowledges receipt of the RSUs, with the number of RSUs and on the grant date as recorded in AMETEK’s stock administrator’s system, and that the RSUs has been granted under the terms and conditions of the Plan and of the 2020 France RSU Sub-Plan. The French Participant further agrees to conform to all of the terms and conditions of the RSUs, of the Plan and the 2020 France RSU Sub-Plan , and that all decisions and determinations of the Committee shall be final and binding.

29. By accepting the grant of the RSUs, the French Participant confirms having read and understood the documents related to the grant (the Agreement, the Plan, and the 2020 France RSU Sub-Plan) which were provided in the English language. The French Participant accepts the terms of those documents accordingly.

30. In exchange for the valuable considerations included in this Award, at all times during the Recipient’s employment with the Company, and for a period of 24 months following the Recipient’s termination of employment with the Company for any reason, whether voluntary or involuntary, with or without cause, the Recipient shall not, on his or her own behalf or on behalf of any other person, firm, partnership, organization, agency, corporation or other entity, either directly or indirectly, to the fullest extent permitted by applicable law:

- (a) solicit, recruit, hire, or engage in any manner, or facilitate the solicitation, recruitment, hire or engagement of any employee, consultant, or independent contractor of the Company or any of its Affiliates.
- (b) induce, encourage or assist any director, officer, employee, agent, consultant, sales agent, sales agent representative, customer, or supplier of the Company or any of its Affiliates to terminate or alter his/her/its relationship with the Company or any of its Affiliates, or to join another business organization.
- (c) solicit, accept or conduct, other than for the benefit of the Company, any business with any customer or prospective customer of the Company with whom or which the Recipient had contact or about which the Recipient learned Confidential Information during his or her employment with the Company that is competitive with the business of the Company in which the Recipient worked during his or her employment with the Company.

31. If a court determines that the non-solicitation provision, or any part thereof, is unenforceable because of the duration or scope of such provision, then the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In the case that any one or more of the provisions contained in this Award shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Award and this Award shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

En acceptant l'attribution d'actions gratuites, le bénéficiaire desdites actions gratuites (le « French Participant ») confirme avoir lu et compris les différents documents relatifs à cette attribution (le Contrat « Restricted Stock Unit Agreement », le Plan «2020 Omnibus Incentive Compensation Plan» et le Sous-Plan pour la France « 2020 France RSU Sub-Plan ») qui ont été fournis en langue anglaise. Le bénéficiaires accepte sans réserve l'ensemble des dispositions comprises dans ces documents et ce, en toute connaissance de cause.

2020 OMNIBUS INCENTIVE COMPENSATION PLAN OF AMETEK, INC.

PERFORMANCE RESTRICTED STOCK UNIT AWARD FOR NON-U.S. RECIPIENTS

This PERFORMANCE RESTRICTED STOCK UNIT AWARD (“Award”) FOR NON-U.S. RECIPIENTS, including any special terms and conditions for the recipient’s country as set forth in the addendum (“Addendum”) attached hereto (collectively, the “Agreement”), is granted as of the Award Date, by AMETEK, Inc., a Delaware corporation, to the Recipient.

W I T N E S S E T H :

WHEREAS, the Company has adopted the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”), pursuant to which the Compensation Committee of the Board of Directors of the Company (the “Committee”) may, inter alia, award Performance Restricted Stock Units to such employees or non-employee directors of the Company and its Affiliates as the Committee may determine, and subject to such terms, conditions and restrictions as the Committee may deem advisable; and

WHEREAS, pursuant to the Plan, the Committee has awarded to the Recipient a Performance Restricted Stock Unit, subject to the terms, conditions and restrictions set forth in the Plan and in this Award;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pursuant to the Plan, the Company hereby grants to the Recipient on the Award Date, a Performance Restricted Stock Unit Award, and such units, the “Performance Restricted Stock Units,” are subject to the terms, conditions and restrictions set forth in the Plan and in this Award. Capitalized terms not otherwise defined in this Award shall have the same meanings as defined in the Plan.

2. At such time as the Performance Restricted Stock Units become vested and nonforfeitable pursuant to Paragraph 3, the Company will deliver to the Recipient an unrestricted certificate for a number of shares of Company Stock equal to the number of Performance Restricted Stock Units that became vested (“PRSU Shares”) or an equivalent cash amount based on the value of a share of Company Stock, or a combination of the two, as determined by the Committee, in its discretion. The applicable date of delivery of the PRSU Shares or cash shall be no later than sixty (60) days after the date or event on which the Performance Restricted Stock Units become vested and nonforfeitable pursuant to Paragraph 3, except as set forth in Paragraph 18.

3. The Performance Restricted Stock Units (to the extent earned pursuant to Paragraph 4 below) shall become vested and nonforfeitable on the date the results are certified by the Committee which shall in any event occur within three months following the end of the Performance Period (the “Vest Date”). Vesting is contingent on continued employment throughout the Vest Date, except that:

- (a) in the event of death or Disability of the Recipient; or
- (b) the Recipient’s Separation from Service with the Company (or any Affiliate of the Company) as a result of and concurrent with a Change of Control (as defined in the Plan),

the Performance Restricted Stock Units shall become vested and nonforfeitable on the Vest Date in an amount equal to the initial Performance Restricted Stock Units granted, as indicated in the “Total Granted” field on the cover page to this Award (the “Target Award”).

In addition, in the event of the Recipient’s attainment of at least fifty-five (55) years of age and at least ten (10) years of service with the Company (or any Affiliate of the Company) at the Recipient’s termination of employment date occurring on or after December 31st of the first year of the “Performance Period” (as such term is defined in Exhibit A), then the Performance Restricted Stock Units shall become vested and nonforfeitable on the Vest Date, to the extent that the performance goals are achieved. For purposes of grants to Recipients outside the United States, if the Company receives a legal opinion that there has been a legal judgment and/or legal development in an Employer’s jurisdiction that likely would result in the favorable treatment that applies to Performance Restricted Stock Units under the Plan being deemed unlawful and/or discriminatory, the Company, in its sole discretion, shall have the power and authority to revise or strike certain provisions of the Agreement, including this paragraph 3, to the minimum extent necessary to make it valid and enforceable to the full extent permitted under the law.

Except to the extent, if any, that the Performance Restricted Stock Units shall have become nonforfeitable pursuant to the foregoing provisions of this Paragraph 3, if the Recipient otherwise ceases to remain in the employ of the Company and its Affiliates prior to the Vest Date, any unvested Performance Restricted Stock Units (and any dividends, distributions and adjustments retained by the Company with respect thereto) shall be forfeited.

Furthermore, for purposes of the Performance Restricted Stock Units, the Recipient’s Separation from Service will be deemed to occur (regardless of the reason for such Separation from Service, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or rendering services, or the terms of his or her employment or service agreement, if any), and unless otherwise expressly provided in the Agreement or determined by the Company, the Recipient’s right to vest in the Performance Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the Recipient’s period of service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where the Recipient is employed or the terms of his or her employment agreement, if any). The Committee shall have exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of his or her

Performance Restricted Stock Units (including whether the Recipient may still be considered to be providing services while on a leave of absence).

4. Except as otherwise provided in this Award and subject to adjustments permitted by the Plan, the number of Performance Restricted Stock Units which will vest under this Award, if any, will be determined by multiplying (a) the sum of (i) 0.5 times the vested percentage applicable to Return on Tangible Capital (“ROTC”) plus (ii) 0.5 times the vested percentage applicable to Relative Total Shareholder Return (“TSR”) by (b) the Target Award. The maximum number of Performance Restricted Stock Units which can vest is 200% of the Target Award and the minimum number of Performance Restricted Stock Units which can vest is 0% of the Target Award. The vested percentage applicable to ROTC and TSR will each be determined over the “Performance Period” (as such term is defined in Exhibit A) as illustrated in the schedules attached to this Award as Exhibit A.

5. The Recipient shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, “transfer”) any Performance Restricted Stock Units, or any interest therein other than by will or the laws of descent and distribution, unless and until the Performance Restricted Stock Units have been settled as provided in this Award.

6. Prior to the issuance of PRSU Shares, Recipient will have no rights as a shareholder of the Company with respect to this Performance Restricted Stock Unit Award or the Performance Restricted Stock Units.

7. If the number of outstanding shares of Company Stock changes through the declaration of stock dividends or stock splits prior to the vesting date, the Performance Restricted Stock Units subject to this Award automatically will be adjusted, according to the provisions of Section 5(c) of the Plan. In the event of any other change in the capital structure or the Company Stock or other corporate events or transactions involving the Company, the Committee is authorized to make appropriate adjustments to this Award.

8. Recipient shall be credited with Dividend Equivalents with respect to outstanding Performance Restricted Stock Units prior to the applicable vesting date. Such Dividend Equivalents will be credited to the Recipient as a cash value plus interest, which shall be held by the Company subject hereto. For purposes of this Paragraph 8, interest shall be credited from the date a Dividend Equivalent with respect to the Performance Restricted Stock Units is made to the date on which the Company distributes such amounts to the Recipient, at the five-year Treasury Note rate, plus 0.5% as such rate is set forth in the Wall Street Journal as of the first business day of each calendar quarter. Dividend Equivalents shall be subject to the same terms and conditions, and shall vest and be paid, or be forfeited (if applicable), at the same time as the Performance Restricted Stock Units to which they relate.

9. The Recipient acknowledges and agrees that regardless of any action taken by the Company, or if different, the Subsidiary Corporation or Affiliate for which the Recipient

provides services (the “Employer”) with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient’s participation in the Plan and legally applicable to the Recipient (“Tax-Related Items”), the ultimate liability for all Tax- Related Items is and remains the Recipient’s responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Recipient further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related items in connection with any aspect of the Performance Restricted Stock Units, including but not limited to, the grant, vesting or settlement of the awards, or the subsequent sale of PRSU Shares acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the Recipient’s liability for Tax-Related Items or achieve a particular tax result. Further, if the Recipient is subject to Tax-Related Items in more than one jurisdiction, the Recipient acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Recipient authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to Tax-Related Items by one or a combination of the following:

- (a) withholding from Participant’s wages or other cash compensation paid to Participant by the Company, the Employer or any other subsidiary;
- (b) withholding from the proceeds of the sale of PRSU Shares acquired at vesting of the Performance Restricted Stock Unit either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient’s behalf pursuant to this authorization) without further consent;
- (c) withhold such number of shares of Company Stock (thus reducing the number of shares to be issued to the Recipient) as shall have a Fair Market Value, valued on the date on which Tax-Related Items are determined, equal to the amount required to be withheld to satisfy the Company (or successor or Affiliate’s) withholding obligations; or
- (d) any other method approved by the Committee and permitted by applicable laws.

Depending on the withholding method, the Company may withhold or account for Tax- Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the Recipient may receive a refund of any over-withheld amount in cash (with no entitlement to the Company Stock equivalent) or, if not refunded, the Recipient may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding shares of Company Stock, for tax purposes, the Recipient is deemed to have been issued the full number of

PRSU Shares, notwithstanding that Company Stock is held back solely for purposes of paying the Tax-Related Items.

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

Notwithstanding anything in this Paragraph 9 to the contrary, to avoid a prohibited acceleration under Section 409A, if shares of Company Stock underlying the Performance Restricted Stock Units will be withheld to satisfy any Tax-Related Items arising prior to the date of settlement of the Performance Restricted Stock Units for any portion of the Performance Restricted Stock Units that is considered an item of "nonqualified deferred compensation" subject to Section 409A, then the number of shares of Company Stock withheld shall not exceed the number of shares that equals the liability for the Tax-Related Items.

10. The Company and the Recipient each hereby agrees to be bound by the terms and conditions set forth in the Plan.

11. Any notices or other communications given in connection with this Award shall be sent either by registered or certified mail, return receipt requested, or by overnight mail, facsimile, or electronic mail to the Company and Recipient address or number of record or to such changed address or number as to which either party has given notice to the other party in accordance with this Paragraph 11. All notices shall be deemed given when so mailed, or if sent by facsimile or electronic mail, when electronic confirmation of the transmission is received, except that a notice of change of address shall be deemed given when received.

12. This Award and the Plan constitute the whole agreement between the parties hereto with respect to the Performance Restricted Stock Unit Award.

13. This In accepting the Performance Restricted Stock Unit award, the Recipient acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan; (ii) the grant of Performance Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Performance Restricted Stock Units, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company; (iv) the grant and the Recipient's participation in the Plan shall not be construed as creating any contract of employment between the Company and the Recipient and does not entitle the Recipient to any benefit other than that granted under this Agreement; (v) the Recipient is voluntarily participating in the Plan; (vi) the Performance Restricted Stock Units and the PRSU Shares are not intended to replace any pension rights or compensation; (vii) the Performance Restricted

Stock Units and the PRSU Shares, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the PRSU Shares is unknown, indeterminable and cannot be predicted with certainty; (ix) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Restricted Stock Units resulting from a Separation of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the Recipient is employed or otherwise rendering services or the terms of the Recipient's employment or service agreement, if any), and in consideration of the grant, the Recipient agrees not to institute any claim against the Company, the Employer or any Subsidiary Corporation; (x) unless otherwise agreed with the Company, the Performance Restricted Stock Units and PRSU Shares, and the income from and value of same, are not granted as consideration for, or in connection with the service the Recipient may provide as a director of any Subsidiary Corporation or Affiliate; and (x) neither the Company, the Employer or any Parent Corporation or Subsidiary Corporation shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the U.S. Dollar that may affect the value of the Performance Restricted Stock Units or any amounts due to the Recipient pursuant to the settlement of the awards or subsequent sale of PRSU Shares acquired upon settlement.

14. The Recipient agrees that, to the extent applicable, any shares granted hereunder will be subject to the Company's policies with respect to the hedging and pledging of shares of Company Stock, stock ownership requirements, and clawbacks, in each case that the Company may have in effect from time to time.

15. This Award shall inure to the benefit of, and be binding on, the Company and its successors and assigns, and shall inure to the benefit of, and be binding on, the Recipient and his or her heirs, executors, administrators and legal representatives. This Award shall not be assignable by the Recipient.

16. The Recipient understands that in order to perform its obligations under the Plan or for the implementation and administration of the Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Recipient. Such data includes, but is not limited to Recipient's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Recipient explicitly consents to the collection, transfer (including to third parties in Recipient's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Recipient's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties and such actions will be undertaken by the Company only in accordance with applicable law.

17. If the Recipient resides in a country outside the United States, or is otherwise subject to the laws of a country other than the United States, the Performance Restricted Stock Units and the PRSU Shares acquired under the Plan shall be subject to the additional terms and conditions for the Recipient's country set forth in the Addendum. Moreover, if the Recipient relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of the Agreement.

18. If the Recipient has received the Agreement or any other document related to the Performance Restricted Stock Units and/or 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.

19. The Company reserves the right to impose other requirements on the Recipient's participation in the Plan, on the Performance Restricted Stock Units and on any PRSU Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. The Recipient acknowledges that a waiver by the Company 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 Recipient or any other participant in the Plan.

21. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

22. The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise enforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

23. Notwithstanding any other provision of the Plan or the Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the PRSU Shares, the Company shall not be required to deliver any PRSU Shares upon settlement of the awards prior to the completion of any registration or qualification of the Company Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or

approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligations to register or qualify the Company Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Company Stock. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Agreement without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of Company Stock.

1. This Award shall be subject to and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of law.

2. The Recipient acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect the Recipient's ability to acquire or hold PRSU Shares acquired under the Plan or cash received from participating in the Plan in a brokerage or bank account outside of the Recipient's country. The Recipient may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Recipient may also be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Recipient's country through a designated bank or broker within a certain time after receipt. The Recipient acknowledges that it is his or her responsibility to be compliant with such regulations, and the Recipient should speak to his or her personal advisor on this matter.

3. The Recipient acknowledges that, depending on his or her country of residence, or broker's country of residence, or where the Company Stock is listed, the Recipient may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of Company Stock, rights to Company Stock or rights linked to the value of Company Stock, during such times as the Recipient is considered to have "inside information" regarding the Company (as defined by laws or regulations in the applicable jurisdiction of the Recipient's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Recipient places before possessing inside information. Furthermore, the Recipient may 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 to otherwise buy or sell securities (third parties include fellow employees). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Recipient acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the Recipient is advised to speak to his personal advisor on this matter.

4. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Recipient's participation in the Plan, or his or her acquisition of PRSU Shares. The Recipient should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

28. This Award is intended to be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance issued thereunder (“Section 409A”), to the extent subject thereto, and shall be interpreted and administered accordingly. Notwithstanding the foregoing, the Company (including its Affiliates) shall not have any liability under the Plan or this Award for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan or this Award, including any taxes, penalties or interest imposed under Section 409A. To the extent the Award is subject to Section 409A, each amount to be paid under this Award shall be construed as a separately identified payment for purposes of Section 409A. In addition, notwithstanding anything herein to the contrary, if the Recipient is deemed on the date of his or her Separation from Service to be a “specified employee” within the meaning of that term under Section 409A and the Recipient is subject to U.S. federal taxation, then, to the extent the settlement of the Performance Restricted Stock Units following such Separation from Service is considered the payment of “non-qualified deferred compensation” under Section 409A payable on account of a “separation from service,” such settlement shall be delayed until the first business day of the seventh month following the Recipient’s Separation from Service, or, if earlier, on the date of the Recipient’s death, solely to the extent such delayed payment is required in order to avoid a prohibited distribution under Section 409A.

29. The Recipient recognizes and acknowledges that, by reason of Recipient’s employment by and service to the Company or an Affiliate, Recipient has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates (“Confidential Information”). The Recipient acknowledges that such Confidential Information is a valuable and unique asset and covenants that Recipient will not, either during or after Recipient’s employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of Recipient’s duties and responsibilities. The Recipient shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Recipient, (ii) is already in Recipient’s possession (unless obtained from the Company (or an Affiliate) or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Recipient shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Recipient shall be free to use and employ Recipient’s general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of Recipient’s duties and responsibilities hereunder, so long as Recipient applies such information without disclosure or use of any Confidential Information. Upon the Recipient’s Separation from Service, the Recipient will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

30. During the Recipient's employment and at any time thereafter, the Recipient agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Award shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Award; (iii) the Company (or an Affiliate) from reviewing the Recipient's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Recipient from the performance of Recipient's duties while employed by the Company (or an Affiliate); or (v) the Recipient from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if Recipient has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Recipient is not required to notify the Company that Recipient has made such reports or disclosures. The Recipient, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

31. Notwithstanding Paragraphs 29 and 30 above, the Recipient shall not be held criminally or civilly liable under any federal or state trade secret law act for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

32. In exchange for the valuable considerations included in this Award, at all times during the Recipient's employment with the Company, and for a period of 24 months following the Recipient's termination of employment with the Company for any reason, whether voluntary or involuntary, with or without cause, the Recipient shall not, on his or her own behalf or on behalf of any other person, firm, partnership, organization, agency, corporation or other entity, either directly or indirectly, to the fullest extent permitted by applicable law:

- (a) solicit, recruit, hire, or engage in any manner, or facilitate the solicitation, recruitment, hire or engagement of any employee, consultant, or independent contractor of the Company or any of its Affiliates.
- (b) induce, encourage or assist any director, officer, employee, agent, consultant, sales agent, sales agent representative, customer, or supplier of the Company or any of its Affiliates to terminate or

- alter his/her/its relationship with the Company or any of its Affiliates, or to join another business organization.
- (c) solicit, accept or conduct, other than for the benefit of the Company, any business with any customer or prospective customer of the Company with whom or which the Recipient had contact or about which the Recipient learned Confidential Information during his or her employment with the Company that is competitive with the business of the Company in which the Recipient worked during his or her employment with the Company.

33. If a court determines that the non-solicitation provision, or any part thereof, is unenforceable because of the duration or scope of such provision, then the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In the case that any one or more of the provisions contained in this Award shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Award and this Award shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Exhibit A

2020 OMNIBUS INCENTIVE COMPENSATION PLAN OF AMETEK, INC.

PERFORMANCE RESTRICTED STOCK UNIT AWARD

Except as otherwise provided in this Agreement and subject to adjustments permitted by the Plan, the number of Performance Restricted Stock Units which will vest under this Agreement, if any, will be determined by multiplying (a) the sum of (i) 0.5 times the vested percentage applicable to Return on Tangible Capital (“ROTC”) plus (ii) 0.5 times the vested percentage applicable to Relative Total Shareholder Return (“TSR”) by (b) the number of initial Performance Restricted Stock Units granted (the “Target Award”). The maximum number of Performance Restricted Stock Units which can vest is 200% of the Target Award and the minimum number of Performance Restricted Stock Units which can vest is 0% of the Target Award.

The vested percentage applicable to ROTC and TSR will each be determined over the Performance Period as illustrated in the schedules set forth below. For purposes of this Agreement, the “Performance Period” means the period beginning January 1, 2022 and ending December 31, 2024.

Calculating ROTC. Annual ROTC is calculated by dividing EBITDA (earnings before interest, income taxes, depreciation and amortization), and adjusting for certain non-GAAP charges (i.e., realignment costs), charitable donations and trailing EBITDA of acquisitions, by average net tangible capital. Average net tangible capital is the simple average calculation of beginning and ending net tangible assets (total assets less cash, less goodwill, less other intangibles, net and less right of use asset), less net current liabilities (current liabilities, less short-term borrowings, current portion of long-term debt, and short-term leases).

The Compensation Committee will make adjustments, on a case-by-case basis, to modify the calculation of ROTC to fairly represent changes in U.S. GAAP occurring during the target and/or performance periods in the measurement of ROTC performance against target.

Return on Tangible Capital (ROTC)

The vested percentage applicable to ROTC will be determined based on AMETEK, Inc. average annual ROTC (“Average ROTC”) as calculated below for the Performance Period in accordance with the following schedule:

<u>Average ROTC</u>	<u>ROTC Vested Percentage</u>
< 65%	0%
65%	50%
105%	100%
≥ 125%	200%

Vested percentages between the amounts shown will be calculated by linear interpolation. The vested percentage applicable to ROTC will be 0% if the Average ROTC for the Performance Period is below 65%. In no event will the vested percentage applicable to ROTC be greater than 200%.

Average ROTC will equal the sum of the three annual ROTC calculations during the Performance Period divided by three.

Total Shareholder Return (TSR)

The vested percentage applicable to TSR will be determined based on AMETEK TSR (as defined below) over the Performance Period relative to the TSR of the S&P 500 Industrials Index during the same period in accordance with the following schedule:

<u>TSR Ranking Relative to S&P 500 Industrials</u>	<u>TSR Vested Percentage</u>
<30 th percentile	0%
30 th percentile	50%
50 th percentile	100%
>80 th percentile	200%

Vested percentages between the amounts shown will be calculated by linear interpolation. The vested percentage applicable to TSR will be 0% if AMETEK TSR ranks lower than the 30th percentile relative to the S&P 500 Industrials. In no event will the vested percentage applicable to TSR be greater than 200%.

For purposes of this Agreement, the term “TSR” means $[(a) - (b) + (c)] / (b)$, where (a) is the Stock Price (as defined below) on the last business day of the Performance Period, (b) is the Stock Price on the first business day of the Performance Period and (c) is dividends paid during the Performance Period. The term Stock Price means the average daily closing price of a share of common stock of the Company or the companies comprising the S&P 500 Industrials, as applicable, during the preceding 10 trading days. The Stock Price for the Company shall be adjusted to reflect a stock split, reverse stock split, spin-off or other similar extraordinary event affecting the shares in question without the issuer’s receipt of consideration occurring during the Performance Period.

ADDENDUM

SPECIAL TERMS AND CONDITIONS TO

PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT FOR NON-U.S. RECIPIENTS

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Performance Restricted Stock Unit Agreement for Non-U.S. Recipients (the “Agreement”) or in the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”).

Terms and Conditions

This Addendum includes special terms and conditions that govern the Performance Restricted Stock Units granted to the Recipient under the Plan if he or she resides and/or works in one of the countries listed below. If the Recipient is a citizen (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if he or she relocates to another country after the Performance Restricted Stock Units are granted, the Recipient acknowledges and agrees that the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Recipient.

Notifications

This Addendum also includes information regarding securities law, exchange controls and certain other issues of which the Recipient should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of October 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Recipient not rely on the information contained herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date by the time he or she vests in the Performance Restricted Stock Units or sells PRSU Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Recipient’s particular situation, and the Company is not in a position to assure the Recipient of a particular result. Accordingly, the Recipient is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Recipient’s particular situation.

Finally, if the Recipient is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if the Recipient relocated to another country after the grant of Performance Restricted Stock Units, the notifications contained herein may not be applicable to the Recipient in the same manner.

CANADA

Terms and Conditions

Nature of Grant. The following provision replaces paragraph 13 of the Agreement:

For purposes of the Performance Restricted Stock Units, the Recipient's Separation from Service shall be deemed to occur (regardless of the reason for such Separation from Service, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or rendering services, or the terms of his or her employment or service agreement, if any) as of the date that is the earliest of (i) the date of Separation from Service, (ii) the date on which the Recipient receives a notice of Separation from Service, and (iii) the date on which the Recipient is no longer actively providing services to the Company, Affiliate or Subsidiary Corporation, and shall not be extended by any period following such day during which he or she is in receipt of or eligible to receive any notice of Separation from Service, pay in lieu of notice of Separation from Service, severance pay or any other payments or damages, whether arising under statute, contract or common law. The Committee shall have exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Performance Restricted Stock Units (including whether the Recipient may still be considered to be providing services while on a leave of absence).

The following provisions apply if the Recipient resides in Quebec:

Consent to Receive Information in English. The parties acknowledge that it is their express wish that the Agreement, as well as any documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Pour Recevoir Des Informations en Anglais. Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement, à la présente convention.

Data Privacy. The following provision supplements paragraph 15 of the Agreement:

The Recipient hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved in the administration of the Plan. The Recipient further authorizes the Company, Affiliate and/or Subsidiary Corporation to disclose and discuss such information with their advisors. The Recipient also authorizes the Company, Affiliate and/or Subsidiary Corporation to record such information and to keep such information in the Recipient's employment file.

Notifications

Securities Law Information. The Recipient is permitted to sell the PRSU Shares acquired under the Plan through the designated broker appointed under the Plan, provided the sale of

shares takes place outside of Canada through the facilities of a stock exchange on which the Company Stock is listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report to the tax authorities any foreign property held outside of Canada (including Performance Restricted Stock Units and PRSU Shares acquired under the Plan) annually on form T1 135 (Foreign Income Verification Statement) if the total value of the foreign property exceeds C\$100,000 at any time during the year. Thus, if the C\$100,000 cost threshold is exceeded by other foreign property held by the Recipient, the Performance Restricted Stock Units must be reported (generally at nil cost). For purposes of such reporting, Company Stock acquired under the Plan may be reported at their adjusted cost base. The adjusted costs basis of stock is generally equal to the fair market value of the stock at the time of acquisition; however, if the Recipient owns other stock (e.g., acquired under other circumstances or at another time), the adjusted cost basis may have to be averaged with the adjusted costs basis of the other stock. *The Recipient should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

CZECH REPUBLIC

Regulatory

The Performance Restricted Stock Unit is not transferable and is not deemed to qualify as an offering of securities in the Czech Republic within the meaning of the Prospectus Regulation ((EU) Regulation 2017/1129). To the extent that a supervisory body would qualify the offering of the Performance Restricted Stock Unit or its underlying securities as an offering of securities within the meaning of the Prospectus Regulation, such offering will only be made in reliance of Article 1(4) of the Prospectus Regulation provided that no such offering of securities shall require Ametek, Inc. to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

Data Protection

The following provision replaces Paragraph 16 of the Award in its entirety:

The Recipient understands that the Company, the Employer and other subsidiary of the Company or Affiliate (the “**Controller**”) may process certain personal information about the Recipient, including, but not limited to, the Recipient’s name, home address, email address and telephone number, date of birth, social insurance number, government or tax identification number, brokerage account information, passport or other identification number, salary, nationality, citizenship, work authorization, job title, any shares or directorships held in the Company, details of all Restricted Stock Awards or any other entitlement to Company Stock awarded, canceled, exercised, vested, unvested or outstanding in the Recipient’s favor and beneficiaries’ contact information (“**Data**”), for the exclusive purpose of implementing, administering and managing the Recipient’s participation in the Plan.

The legal basis for such processing and/or transfer of the Recipient’s Data is that such being necessary for purposes of implementing, administering and managing the Recipient’s participation in the Plan. The Recipient also understands that providing the Controller with Data is necessary to

effectuate the Recipient's participation in the Plan and that the Recipient's refusal to do so would make it impossible for the Recipient to participate in the Plan.

The Recipient understands that Data may be transferred to the providers administering the Plan, e.g., Schwab Stock Plan Services, or other administrators that may be engaged by the Company in the future. The Recipient further understands that the Company, the Employer and other subsidiary or Affiliate of the Company may transfer Data among themselves as necessary for the purpose of the implementation, administration and management of the Recipient's participation in the Plan. In addition, the Controller may disclose the Recipient's Data to supervisory authorities, judicial bodies and other parties in accordance with applicable law. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, subject to appropriate safeguards, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that he or she may request a list with the names and addresses of any potential recipients of the Data and a copy of the appropriate safeguards used for the transfer of Data by contacting his or her local human resources representative. The Recipient understands that he or she may contact the Controller by contacting the Recipient's local human resources representative.

The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan or as long as required by applicable law. The Recipient understands that he or she may, at any time, request access to Data, require rectification, erasure, restriction of processing, **object to processing** as well as exercise the right to data portability, as the case may be, by contacting in writing his or her local human resources representative.

The Recipient also has the right to file a complaint with the Czech Data Protection Authority (in Czech: "Úřad pro ochranu osobních údajů"), if the Recipient finds that the Controller processes the Recipient's Data incorrectly.

CHINA

Terms and Conditions

The following terms and conditions apply only if the Recipient is subject to, as determined by the Company in its sole discretion, the Circular on Issues concerning Administration of Foreign Exchange Used for Domestic Individuals Participation in Equity Incentive Plan of Companies Listed Overseas ("Circular 7") issued by the State Administration of Foreign Exchange ("SAFE").

Immediate Sale Restriction. Due to exchange control laws in the People's Republic of China, the Recipient understands and agrees that the Company may require that any PRSU Shares acquired upon the vesting and settlement of the Performance Restricted Stock Units be immediately sold. The Recipient further acknowledges and agrees that shares of Company Stock may be sold to satisfy any tax withholding obligation of the Employer with respect to the Performance Restricted Stock Units. If the Company, in its discretion, does not exercise its right

to require the automatic sale of PRSU Shares issuable upon vesting, as described herein, the Recipient understands and agrees that any PRSU Shares acquired by the Recipient under the Plan must be sold no later six (6) month after the Recipient's Separation from Service, or within any other such time frame as permitted by the Company or required by the China SAFE. The Recipient understands that any PRSU Shares acquired by the Recipient under the Plan that have not been sold within six (6) months of the Recipient's Separation from Service will be automatically sold by a designated broker at the Company's discretion, pursuant to this authorization.

The Recipient agrees that the Company is authorized to instruct the designated broker to assist with the mandatory sale of such shares (on the Recipient's behalf pursuant to this authorization), and the Recipient expressly authorizes the designated broker to complete such sale of PRSU Shares. The Recipient also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the sale (including, without limitation, as to the transfers of the proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters, provided that the Recipient shall not be permitted to exercise any influence over how, when or whether the sale occurs. The Recipient acknowledges that the designated broker is under no obligation to arrange for the sale of the PRSU Shares at any particular price. Due to fluctuations in the Company Stock price and/or applicable exchange rates between vesting and (if later) the date on which the PRSU Shares are sold, the amount of proceeds ultimately distributed to the Recipient may be more or less than the market value of the PRSU Shares upon vesting (which is the amount relevant to determining the Recipient's liability for Tax-Related Items). The Recipient understands and agrees that the Company is not responsible for the amount of any loss the Recipient may incur and the Company assumes no liability for any fluctuations in Company Stock price and/or any applicable exchange rate.

Upon the sale of the PRSU Shares, the Company agrees to pay the cash proceeds from the sale (less any Tax-Related Items, brokerage fees or commissions) to the Recipient in accordance with the applicable exchange control laws and regulations, including, but not limited to, restrictions set forth in this Addendum for China below under "Exchange Control Requirements."

Exchange Control Requirements. By accepting the Performance Restricted Stock Unit award, the Recipient understands and agrees that, pursuant to local exchange control requirements, the Recipient will be required to immediately repatriate the cash proceeds from the sale of the PRSU Shares to China. The Recipient further understands that, under local law, such repatriation of cash proceeds may need to be effectuated through a special exchange control account established by the Company and/or a Subsidiary Corporation, and the Recipient hereby consents and agrees that any proceeds from the sale of any PRSU Shares the Recipient acquires may be transferred to such special account prior to being delivered to the Recipient. The Recipient further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China. The proceeds may be paid to the Recipient in U. S. dollars or in local currency, at the Company's discretion. If the proceeds are paid in U.S. dollars, the Recipient understands and agrees that he or she will be required to set up a U.S. dollar bank account in China (if the Recipient does not

already have one) so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Recipient further understands and agrees that the Company and/or the Employer is under no obligation to secure any particular exchange conversion rate and there may be delays in converting the cash proceeds to local currency due to exchange control restrictions. The Recipient agrees to bear any currency fluctuation risk between the time the cash proceeds are received and the time the cash proceeds are distributed to the Recipient through the special account described above. The Recipient further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with China exchange control requirements.

DENMARK

Terms and Conditions

Danish Stock Option Act. In accepting the Performance Restrict Stock Units, the Recipient acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. To the extent more favorable to the Recipient and required to comply with the Stock Option Act, the terms set forth in the Employer Statement will apply to the Recipient's participation in the Plan.

Exclusion from Termination Indemnities and Other Benefits. This provision supplements paragraph 13 of the Agreement:

In accepting the Performance Restricted Stock Units, the Recipient acknowledges that he or she understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

Notifications

Exchange Control and Tax Reporting Information. The Recipient may hold Company Stock acquired under the Plan in a safety-deposit account (e.g., a brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Company Stock is held with a non-Danish broker or bank, the Recipient is required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, the Recipient must file a Declaration V (*Erklaering V*) with the Danish Tax Administration. Both the Recipient and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request each year not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the safety-deposit account. In the event that the applicable broker or bank with which the safety-deposit account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Recipient acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account and any Company Stock acquired under the Plan and held in such account to the Danish Tax Administration as part of the Recipient's annual income tax return. By signing the Form V, the Recipient at the same time authorizes the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at the following website: www.skat.dk/getFile.aspx?Id=47392.

In addition, when the Recipient opens a deposit account or a brokerage account for the purpose of holding cash outside Denmark, the bank or brokerage account, as applicable, will be treated as a deposit account because cash can be held in the account. Therefore, the Recipient must also file a Declaration K (*Erklæring K*) with the Danish Tax Administration. Both the Recipient and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request each year, not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Recipient acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Recipient's annual income tax return. By signing the Declaration K, the Recipient at the same time authorizes the Danish Tax Administration to examine the account. A sample of Declaration K can be found at the following website: www.skat.dk/getFile.aspx?Id=42409&newwindow=true.

Foreign Asset/Account Reporting Information. If the Recipient establishes an account holding Company Stock or cash outside Denmark, the Recipient must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. Please note that these obligations are separate from and in addition to the obligations described above.

FRANCE

Terms and Conditions

Non-Tax-Qualified Award. The Performance Restricted Stock Units are not eligible for the specific tax and social regime provided by section L. 225-197-1 to L. 225-197-6 of the French Commercial Code and the relevant sections of the French Tax Code or French Social Security Code.

Language Consent. By accepting the Agreement providing for the terms and conditions of the Recipient's grant, the Recipient confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in the English language. The Recipient accepts the terms of these documents accordingly.

Consentement relative à la réception d'informations en langue anglaise. En acceptant le Contrat d'Attribution décrivant les termes et conditions de l'attribution, le Beneficiaire confirme ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat d'Attribution) qui ont été communiqués en langue anglaise. Le Beneficiaire accepte les termes en connaissance de cause.

Notifications

Foreign Asset/Account Reporting Information. The Recipient may hold Company Stock acquired under the Plan provided the Recipient declares all foreign and bank and brokerage accounts (including accounts opened or closed during the tax year) in the Recipient's tax return. Failure to comply may trigger significant penalties.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Recipient makes or receives a payment in excess of this amount, he or she must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Data Protection. The Company and the Employer will at all times, in operating and administering the Plan, adhere to the applicable data protection laws, in particular the GDPR and the German Federal Data Protection Act and, if applicable internal codes or policies applicable to them. The Recipient has received from the Company or, if different, from his Employer, a privacy notice according to Art. 13, 14 GDPR describing the details on the processing of his personal data in connection with the Plan. For the avoidance of doubt, the Company and/or Employer is not processing any personal data of the Recipient on the basis of the consent set out in paragraph 15 of this Agreement. If the Recipient will be asked for his consent for specific data processing operations this will be done by a separate declaration of consent.

HONG KONG

Terms and Conditions

Restrictions on Sale of Company Stock. Any Company Stock received at vesting is accepted as a personal investment. In the event the Performance Restricted Stock Units vest and Company Stock is issued to the Recipient within six (6) months of the award grant, the Recipient agrees that he or she will not sell any Company Stock acquired prior to the six-month anniversary of the grant.

Notifications

Securities Law Information. *WARNING: Neither the grant of the Performance Restricted Stock Units nor the issuance of PRSU Shares upon vesting constitutes a public offering of securities under Hong Kong law and is available only to employees of the Company or its affiliates. The Agreement, including the Addendum, the Plan and other incidental communication materials distributed in connection with the Performance Restricted Stock Units*
(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, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only*

for the personal use of each eligible employee of the Company or its affiliates and may not be distributed to any other person. If the Recipient has any questions regarding the contents of the Agreement, including the Addendum or the Plan, the Recipient should obtain independent professional advice.

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“**ORSO**”). Notwithstanding the foregoing, if the Plan is deemed to constitute an occupational retirement scheme for purposes of ORSO, then the Recipient’s grant shall be void.

ITALY

Terms and Conditions

Data Privacy. The following provision replaces paragraph 15 of the Agreement in its entirety:

The Recipient understands that the Company and any Subsidiary Corporation may hold certain personal information about the Recipient, including, but not limited to, the Recipient’s name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (to the extent permitted under Italian law), salary, nationality, job title, any shares of stock or directorships held in the Company or any Subsidiary Corporation, details of all Performance Restricted Stock Units or other entitlement to common units or equivalent benefits granted, awarded, canceled, exercised, vested, unvested or outstanding in the Recipient’s favor, and that the Company and the Employer will process said data and other data lawfully received from third parties (“Data”) for the exclusive purpose of implementing, managing and administering the Recipient’s participation in the Plan and complying with applicable laws, including community legislation.

The Recipient also understands that providing the Company with Data is necessary to effectuate the Recipient’s participation in the Plan and that the Recipient’s refusal to do so would make it impossible for the Company to perform its contractual obligations and may affect the Recipient’s ability to participate in the Plan. The controllers of Data processing are Ametek, Inc. with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., which is also the Company’s representative in Italy for privacy purposes pursuant to GDPR and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018.

The Recipient understands that Data will not be publicized, but it may be accessible by the Employer as the privacy representative of the Company and within the Employer’s organization by its internal and external personnel in charge of processing such Data and the data processor (“Processor”). An updated list of Processors and other transferees of Data is available upon request from the Employer.

Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Recipient understands that Data may also be transferred to the Recipient’s stock plan service provider, Schwab Stock Plan Services, or such other administrator that may be engaged by the Company in the future. The Recipient further understands that the Company and/or any Subsidiary Corporation will

transfer Data among themselves as necessary for the purpose of the implementation, administration and management of the Recipient's participation in the Plan. The Data recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purpose of implementing, administering, and managing the Recipient's participation in the Plan. The Recipient understands that these recipients may be acting as controllers, Processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law. Should the Company exercise its discretion in suspending or terminating the Plan, it will delete Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.

The Recipient understands that Data processing for the purposes specified in the Agreement shall take place under automated or non-automated conditions, anonymously when possible, and with confidentiality and security provisions, as set forth by applicable laws, with specific reference to GDPR and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018. The processing activity, including the transfer of Data abroad, including outside of the European Economic Area, as specified in the Agreement does not require the Recipient's consent thereto as the processing is necessary for the performance of legal and contractual obligations related to implementation, administration and management of the Plan. The Recipient understands that, pursuant to GDPR and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018, the Recipient has the right at any moment to, without limitation, obtain information on Data held, access and verify its contents, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Data processing by contacting the Recipient's local human resources representative. Finally, the Recipient is aware that Data will not be used for direct marketing purposes.

Grant Terms Acknowledgement. By accepting the Performance Restricted Stock Units, the Recipient acknowledges having received and reviewed the Plan and the Agreement, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement. The Recipient further acknowledges that he or she has specifically read and expressly approves the following provisions of the Agreement: paragraphs 3, 9, 18 and 24.

Reporting requirements and taxes on financial activities held abroad

Individuals fiscally resident in Italy who hold abroad financial activities directly (i.e. without the interposition of an Italian financial intermediary), are required to fill in a specific section of the personal income tax return (so called "RW form"); they are also obliged to pay a flat tax at the rate of 0.2% on the value of such activities.

MEXICO

Terms and Conditions

Acknowledgement of the Agreement. By accepting the Performance Restricted Stock Units, the Recipient acknowledges that he or she has received a copy of the Plan and the Agreement, including this Addendum, which he or she has reviewed. The Recipient further acknowledges that he or she accepts all the provisions of the Plan and the Agreement, including this Addendum. The Recipient also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in paragraph 13 of the Agreement, which clearly provides as follows:

- (1) The Recipient's participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Recipient's participation in it are offered by the Company on a wholly discretionary basis;
- (3) The Recipient's participation in the Plan is voluntary; and
- (4) The Company and its Subsidiary Corporations are not responsible for any decrease in the value of any PRSU Shares acquired under the Plan.

Labor Law Acknowledgement and Policy Statement. By accepting the Performance Restricted Stock Units, the Recipient acknowledges that the Company, with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., is solely responsible for the administration of the Plan. The Recipient further acknowledges that his or her participation in the Plan, the grant of Performance Restricted Stock Units and any acquisition of PRSU Shares under the Plan do not constitute an employment relationship between the Recipient and the Company because the Recipient is participating in the Plan on a wholly commercial basis. Based on the foregoing, the Recipient expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Recipient and the Employer and do not form part of the employment conditions and/or benefits provided by the Employer, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Recipient's employment.

The Recipient further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company and, therefore, the Company reserves the absolute right to amend and/or discontinue the Recipient's participation in the Plan at any time, without any liability to the Recipient.

Finally, the Recipient hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that he or she therefore grants a full and broad release to the Company, its parent, subsidiaries, branches, representation offices, stockholders, officers, agents or legal representatives, with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Convenio de Concesión. Al aceptar el Premio,¹ el Recipiente reconoce que ha recibido y revisado una copia del Plan y del Convenio, incluyendo este Apéndice. Además, el Recipiente reconoce y acepta todas las disposiciones del Plan y del Convenio, incluyendo este Apéndice. El Recipiente también reconoce que ha leído y aprobado de forma expresa los términos y condiciones establecidos en el párrafo 13 del Convenio, que claramente establece lo siguiente:

- (1) La participación del Recipiente en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Recipiente en lo mismo es ofrecido por la Compañía de manera completamente discrecional;
- (3) La participación del Recipiente en el Plan es voluntaria; y
- (4) La Compañía y sus Corporaciones Subsidiarias no son responsables por ninguna disminución en el valor de las Acciones de PRSU (en Inglés, "PRSU Shares") adquiridas en virtud del Plan.

Reconocimiento del Derecho Laboral y Declaración de la Política. Al aceptar el Premio, el Recipiente reconoce que la Compañía, con domicilio social en 1100 Cassatt Road, Berwyn, PA 19312, E.U.A., es la única responsable de la administración del Plan. Además, el Recipiente reconoce que su participación en el Plan, la concesión del Premio y cualquier adquisición de Acciones de PRSU en virtud del Plan no constituyen una relación laboral entre el Recipiente y la Compañía, en virtud de que el Recipiente está participando en el Plan sobre una base totalmente comercial. Por lo anterior, el Recipiente expresamente reconoce que el Plan y los beneficios que puedan derivarse de su participación no establecen ningún derecho entre el Recipiente y el Empleador y que no forman parte de las condiciones de trabajo y/o beneficios otorgados por el Empleador, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o modificación de los términos y condiciones en el empleo del Recipiente.

Además, el Recipiente comprende que su participación en el Plan es el resultado de una decisión discrecional y unilateral de la Compañía, por lo que la misma se reserva el derecho absoluto de modificar y/o suspender la participación del Recipiente en el Plan en cualquier momento, sin responsabilidad alguna al Recipiente.

Finalmente, el Recipiente manifiesta que no se reserva acción o derecho alguno que origine una demanda en contra de la Compañía, por cualquier indemnización o daño relacionado con las disposiciones del Plan o de los beneficios otorgados en el mismo, y en consecuencia el Recipiente libera de la manera más amplia y total de responsabilidad a la Compañía, su padre y sus subsidiarias, sucursales, oficinas de representación, accionistas,

¹ El término "Premio" se refiere al termino "Performance Restricted Stock Units" en Inglés.

directores, agentes y representantes legales con respecto a cualquier demanda que pudiera surgir.

UNITED KINGDOM

Terms and Conditions

Form of Settlement. Notwithstanding any discretion in the Plan or anything contrary in the Agreement, the Performance Restricted Stock Units are payable in PRSU Shares only.

Responsibility for Taxes. The following provisions supplement paragraph 9 of the Agreement:

Without limitation to any provision of the Agreement, the Recipient agrees that the Recipient 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 Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Recipient also agrees to indemnify and keep indemnified the Company and, 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 Recipient's behalf.

Notwithstanding the foregoing, in the event that the Recipient is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Recipient understands that he or she may not be able to indemnify the Company for the amount of any income tax not collected from or paid by the Recipient, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to the Recipient on which additional income tax and National Insurance contributions may be payable. The Recipient understands that he or she 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 reimbursing the Company or the Employer, as applicable, for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from the Recipient at any time by any of the means referred to in paragraph 9 of the Agreement.

Data Protection. The Company and the Employer will at all times, in operating and administering the Plan, be bound by the provisions (as from time to time in force) of the internal code and/or policies that regulate the Company's compliance with applicable data privacy laws and for this purpose, the Recipient has received from the Company or, if different, his Employer, a privacy notice that includes details of how his personal data may be used in connection with the Plan.

For the avoidance of doubt, the Company and/or the Employer is not processing any personal data of a Recipient on the basis of the consent set out in paragraph 15 of the Agreement.

SINGAPORE

Securities Law Information. The Performance Restricted Stock Units are being granted to the Recipient pursuant to the “Qualifying Person” exemption under section 273(1)(i) of the Securities and Futures Act of Singapore (Cap. 289). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Obligation. If a Recipient is a director or CEO of a Singaporean Subsidiary Corporation or Affiliate, Recipient is subject to a requirement to notify such entity of the receipt of an interest (i.e. Performance Restricted Stock Units or PRSU Shares) in the Company and on the sale of any such interest. Notifications must be made within two (2) business days of the date of acquiring or disposing of any interest in the Company or the date of becoming a director / CEO.

Insider-Trading Notification. The Recipient should be aware of Singapore’s insider-trading rules, which may impact his or her acquisition or disposal of shares or rights to shares under the Plan. Under the Singapore insider-trading rules, the Recipient is prohibited from selling shares (including PRSU Shares) when he or she possesses information, not generally available, which the Recipient knows or should know will have a material effect on the price of the shares once such information is generally available.

Central Provident Fund (“CPF”) Contributions. Notwithstanding Paragraph 9 of the Agreement, if the Recipient is a citizen or permanent resident of Singapore, the Recipient and the Recipient’s employer shall make contributions to the CPF Board in accordance with the Central Provident Fund Act (Cap. 36) of Singapore as amended from time to time (the “**CPF Scheme**”). In relation to such contributions, the Recipient’s employer shall deduct from the Recipient’s salary the mandatory contributions required to be made by the Recipient under the CPF Scheme.

Leaving Singapore Withholding Tax Notification. Any foreign citizen or Singapore permanent resident leaving Singapore for more than 3 months and ceasing employment shall be taxed on a “deemed exercise” basis in respect of any Performance Restricted Stock Units which have been granted in respect of his/her Singapore employment and are not forfeited at the point of cessation of his/her employment. The deemed gains are based on the market value one month before the Recipient ceases employment in Singapore or the date of grant (whichever is the later). If the actual gain is less than the deemed gain, the Recipient may seek a refund within 4 years from that year of assessment.

SWITZERLAND

Labor Law Acknowledgement (to be signed by Employee).

- The Employee agrees to participate in the Omnibus Incentive Compensation Plan (the “Plan”) sponsored by AMETEK, INC.
- The Employee expressly acknowledges that the contractual party to the Plan is AMETEK, Inc. and that participation in the Plan, the grant of Performance Restricted Stock Units and any

acquisition of PRSU Shares under the Plan do not constitute an employment relationship between the Employee and AMETEK, INC.

- The Employee is aware of and accepts Paragraph 23 of the Plan which states that the Plan is governed by the laws of the State of Delaware and that place of jurisdiction is Chester County, or the federal courts for the United States for the District of Pennsylvania.

Place: Date:

Name of Swiss Employee:

SPECIAL NOTICE FOR EMPLOYEES IN DENMARK EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the “Stock Option Act”), you are entitled to receive the following information regarding participation in the Ametek, Inc. 2011 Omnibus Incentive Compensation Plan (the “Plan”) 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 performance restricted stock unit (“PRSU”) grant are described in detail in the Plan, Performance Restricted Stock Unit Agreement for Global Recipients (the “Agreement”) and the applicable country-specific supplement, which have been made available to you.

1. Date of grant of unfunded right to receive stock upon satisfying certain conditions

The grant date of your PRSUs is the date that the Company approved a grant for you, which is set forth in the Agreement.

2. Terms or conditions for grant of a right to future award of stock

Only persons identified in Section 6 of the Plan are eligible to participate in the Plan.

The grant of PRSUs under the Plan is offered at the sole discretion of the Company and is intended to achieve the purposes identified in Section 6 of the Plan, including (among other things) encouraging share ownership in the Company by employees of the Company and any parents and subsidiaries that exist now or in the future. The Company may decide, in its sole discretion, not to make any PRSU grants to you in the future.

Under the terms of the Plan, the Agreement and the applicable country-specific supplement, you have no entitlement or claim to receive future PRSU grants or awards in lieu of PRSUs.

3. Vesting Date or Period

Generally, your PRSUs will vest over a number of years, and subject to performance criteria, as provided in your Agreement. Your PRSUs shall be converted into an equivalent number of shares of the common stock of the Company upon vesting, assuming the performance criteria is also met.

4. Exercise Price

No exercise price is payable upon the vesting of your PRSUs and the issuance of shares of the Company’s common stock to you in accordance with the vesting schedule described above.

5. Your rights upon termination of employment

The treatment of your PRSUs upon termination of employment will be determined under Sections 4 and 5 of the Stock Option Act unless the terms contained in the Plan, the Agreement and the applicable country-specific supplement are more favorable to you than Sections 4 and 5 of the Stock Option Act.

6. Financial aspects of participating in the Plan

The grant of PRSUs has no immediate financial consequences for you. The value of the PRSUs is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

AMETEK, INC.
1100 Cassatt Road
Berwyn, PA 19132 U.S.A.

CERTIFICATIONS

I, David A. Zapico, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AMETEK, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of 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: May 3, 2022

/s/ DAVID A. ZAPICO

David A. Zapico

Chairman of the Board and Chief Executive Officer

CERTIFICATIONS

I, William J. Burke, certify that:

1. 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;
2. 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;
3. 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;
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 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;
 - b) 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
 - 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
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 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: May 3, 2022

/s/ WILLIAM J. BURKE

William J. Burke

Executive Vice President – Chief Financial Officer

AMETEK, Inc.

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David A. Zapico, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ DAVID A. ZAPICO

David A. Zapico

Chairman of the Board and Chief Executive Officer

Date: May 3, 2022

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

AMETEK, Inc.

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William J. Burke, Executive Vice President – Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ WILLIAM J. BURKE

William J. Burke
Executive Vice President – Chief Financial Officer

Date: May 3, 2022

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.