

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

Form 8-K

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

**DATE OF REPORT - March 13, 2023
(Date of earliest event reported)**

HONEYWELL INTERNATIONAL INC.

(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

1-8974
(Commission
File Number)

22-2640650
(I.R.S. Employer
Identification Number)

855 S. MINT STREET, CHARLOTTE, NC
(Address of principal executive offices)

28202
(Zip Code)

Registrant's telephone number, including area code: (704) 627-6200

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1 per share*	HON	The Nasdaq Stock Market LLC
1.300% Senior Notes due 2023	HON 23A	The Nasdaq Stock Market LLC
0.000% Senior Notes due 2024	HON 24A	The Nasdaq Stock Market LLC
2.250% Senior Notes due 2028	HON 28A	The Nasdaq Stock Market LLC
0.750% Senior Notes due 2032	HON 32	The Nasdaq Stock Market LLC
4.125% Senior Notes due 2034	HON 34	The Nasdaq Stock Market LLC

* The common stock is also listed on the London Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 13, 2023, Mr. Vimal Kapur, age 57, was appointed to the Board of Directors (the “Board”) of Honeywell International Inc. (“Honeywell” or the “Company”). The appointment of Mr. Kapur to Honeywell’s Board is part of the Company’s Chief Executive Officer (“CEO”) succession plan announced today whereby Mr. Kapur will succeed Honeywell’s current Chairman and CEO, Mr. Darius Adamczyk, as CEO effective June 1, 2023 (the “Effective Date”). On that date, Mr. Adamczyk will cease to be CEO but remain as an employee of the Company in the capacity of Executive Chairman of the Board. Mr. Kapur is currently Honeywell’s President and Chief Operating Officer, a position he will continue to hold until he succeeds Mr. Adamczyk as CEO. Mr. Kapur will not serve on any of the Committees of the Board.

To facilitate the transition and enable continuity, the Company and Mr. Adamczyk have entered into a Letter Agreement, which will allow the Company to leverage Mr. Adamczyk’s expertise over a longer period of time. Pursuant to the Letter Agreement, during his service as Executive Chairman of the Board, Mr. Adamczyk will receive a base salary of \$1,275,000, and will have a target annual incentive compensation opportunity of \$1,933,750, with any paid bonus taking into account, on a pro-rated basis, Mr. Adamczyk’s period of service as CEO and his service as Executive Chairman of the Board in 2023. In the event Mr. Adamczyk serves in the Executive Chairman of the Board role for less than a full year in 2024 or in a subsequent year, Mr. Adamczyk’s annual incentive compensation payment will be pro-rated based on his actual period of service in that year. Mr. Adamczyk’s 2024 long-term incentive award will have a grant-date value of \$9,000,000. In addition, he will be provided with health, welfare and fringe benefits consistent with those provided to the Company’s other senior executives generally and certain perquisites consistent with those provided to him while serving as CEO.

While Mr. Adamczyk serves as Executive Chairman of the Board, he will continue to be covered by the Company’s Severance Plan for Designated Officers, as amended and restated effective as of February 11, 2021 (the “Severance Plan”), provided that his severance protection under the Severance Plan will mirror the protection provided to the Company’s CEO but with his severance pay based on his compensation in the Executive Chairman role.

Beginning on such date not earlier than April 1, 2024 that the Board of Directors shall determine (the “Transition Date”), Mr. Adamczyk’s role will transition from Executive Chairman of the Board to Senior Advisor of the Company, and if requested by the Board, Mr. Adamczyk will resign from the Board on the Transition Date. To the extent Mr. Adamczyk continues to serve as Executive Chairman after December 31, 2024, both Mr. Adamczyk and the Board shall have the right to determine the Transition Date on 30 days’ notice to the other.

In the Senior Advisor role, Mr. Adamczyk will report to the Board and the CEO, provide advice on strategic and operational matters, and meet with key stakeholders at the Company’s request. Mr. Adamczyk will receive a base salary of \$1,000,000 for the first year he serves as Senior Advisor, and thereafter, his base salary will be reduced to \$60,000 per year. In addition, during his first year as Senior Advisor, Mr. Adamczyk will continue to be entitled to healthcare benefits consistent with those provided to the Company’s other senior executives generally. While serving as Senior Advisor, he will not be entitled to a target annual incentive compensation opportunity or long-term incentive award.

During his first five years in the Senior Advisor role, Mr. Adamczyk’s employment relationship will cease only upon his death, his resignation, or termination by the Company for Cause (as defined in the Severance Plan). Mr. Adamczyk will not be covered by the Severance Plan after the Transition Date.

Mr. Adamczyk will continue to remain subject to his existing non-compete and non-solicit restrictions until the third anniversary of the Transition Date.

In connection with his promotion to CEO and beginning on the Effective Date, Mr. Kapur will receive a base salary of \$1,500,000 and shall have a target annual incentive compensation opportunity of 175% of base salary. As of the Effective Date, Mr. Kapur will receive a long-term incentive award with a grant date value equal to \$4,140,000. His long-term incentive award in 2024 will have a target value of \$13,000,000, with no less than 50% of the target value being in the form of three-year performance stock units issued pursuant to the performance plan. The size and terms of any future long-term incentive awards will be determined by the Board in the ordinary course, will reflect Company performance and Mr. Kapur's performance and future career potential, and will be determined in a manner consistent with prior long-term incentive awards.

There are no arrangements or understandings between Mr. Kapur and any other persons pursuant to which he was appointed to the Board or as the Company's CEO. There is no family relationship between Mr. Kapur and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company. The Company has not entered into any transactions with Mr. Kapur that would require disclosure pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Item 7.01 Regulation FD Disclosure.

The Company issued the press release attached hereto as Exhibit 99.1 with respect to the matters set forth in Item 5.02 above and Item 8.01 below. The information in Item 7.01 of this Current Report on Form 8-K is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, and shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, as amended, or the Exchange Act, except as otherwise expressly stated in such filing.

Item 8.01 Other Events.

In addition, on March 14, 2023, the Company announced that Mr. Billal Hammoud, age 50, has been appointed to succeed Mr. Doug Wright as President and CEO of Honeywell Building Technologies ("HBT"), effective as of April 1, 2023. Mr. Wright will leave the Company to pursue another opportunity. Mr. Hammoud has served as President of Honeywell's Smart Energy and Thermal Solutions business in Honeywell's Performance Materials and Technologies segment ("PMT") since 2021, and between 2014 and 2017, he served in PMT as Vice President and General Manager of Thermal Solutions and Vice President and General Manager of Combustion Controls. Between 2017 and 2021, Mr. Hammoud was President of ESAB Americas and Global Fabrication Solutions at Colfax. Mr. Hammoud earned his Bachelor of Science degree in Mechanical Engineering and MBA from Wayne State University.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

- 10.1 [Letter Agreement dated March 13, 2023 from Honeywell International Inc. to Darius Adamczyk.](#)
- 10.2 [Offer Letter dated March 13, 2023 from Honeywell International Inc. to Vimal Kapur.](#)
- 99.1 [Press Release dated March 14, 2023, entitled "Honeywell Names 34-Year Honeywell Veteran Vimal Kapur To Succeed Darius Adamczyk As CEO On June 1, 2023; Kapur Elected To Company's Board Of Directors; Adamczyk To Serve As Executive Chairman."](#)
- 104 Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document).

SIGNATURE

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

Date: March 14, 2023

HONEYWELL INTERNATIONAL INC.

By: /s/ Anne T. Madden

Anne T. Madden

Senior Vice President and General Counsel

March 13, 2023

Mr. Darius Adamczyk
Chairman and Chief Executive Officer
Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202

Re: Transition Arrangements

Dear Darius:

I am pleased to present this letter agreement (the "**Letter Agreement**") regarding your employment arrangements with Honeywell International Inc. (the "**Company**") beginning on June 1, 2023 (the "**Effective Date**").

1. **Senior Executive Roles.**

- (a) As of the Effective Date, you will be employed in the full-time role of Executive Chairman of the Company.
- (b) Beginning on such date not earlier than April 1, 2024 that the Board of Directors (the "**Board**") shall determine (the "**Transition Date**"), your role will transition to Senior Advisor of the Company. If requested by the Board, you will step down from your seat on the Company's Board of Directors on the Transition Date. Commencing on the Transition Date, you will be employed as Senior Advisor as provided below. In the event you resign your employment with the Company, you will provide at least 30 days' advance notice. To the extent you continue as Executive Chairman after December 31, 2024, both you and the Board shall have the right to determine the Transition Date on 30 days' notice to the other.

2. **Executive Chairman.** While serving as Executive Chairman, the following terms will apply to your employment with the Company:

- (a) **Reporting and Duties.** You will report to the Board and fulfill such executive duties as reasonably assigned to you by the Board, including consultation with the Company's Chief Executive Officer (the "**CEO**") and the Board, and operational duties as may be requested, in support of the Company's operational and strategic goals.
- (b) **Compensation.** Your targeted total annualized direct compensation from the Company will be approximately \$12,208,750, comprised of:
 - (i) Base salary at the annualized rate of \$1,275,000.
 - (ii) Participation in the Company's annual Incentive Compensation Plan at an annualized target opportunity of \$1,933,750.
 - (A) With regard to your services in 2023, your annual bonus will be determined taking into account, on a pro-rated basis, your period of service as Chief Executive Officer and your service as Executive Chairman in 2023 after the Effective Date. In the event the service period in the Executive Chairman role in 2024 or a subsequent year is for less than a full year, your payment under the Annual Incentive Plan for that year will be pro-rated based on your actual period of service.

- (B) Any payment under the Incentive Compensation Plan will be based on actual performance.
- (iii) 2024 Annual Long-Term Incentive Plan Award with a grant-date value of \$9,000,000.
 - (A) This award will be granted at the time long-term incentive awards are made generally to senior executives in 2024. In the event you cease serving in the Executive Chairman role prior to such award date, the grant-date value may be prorated.
- (c) *Benefits and Support.* Your employee benefits and professional support will include:
 - (i) Personal security services, at the same level as provided to you while serving as Chief Executive Officer.
 - (ii) Use of the Company's corporate aircraft, at the same level as while serving as Chief Executive Officer and subject to use of the aircraft by the then-current CEO.
 - (iii) A full-time administrative assistant.
 - (iv) Office space, business equipment, and information technology support, in each case as appropriate for a senior executive.
 - (v) Healthcare benefits, as provided to the Company's senior executives generally.
- 3. **Senior Advisor.** While serving as Senior Advisor, the following terms will apply to your employment with the Company:
 - (a) *During First Year in Senior Advisor Role.*
 - (i) *Reporting and Duties.* You will report to the Board and to the CEO and will fulfill such advisory duties as described in **Exhibit A** attached hereto and as otherwise requested by the CEO and/or the Board, including consultation with the CEO and the Board. Your time commitment will not be fixed (and may be higher or lower than 40 hours in any given week), but will be as needed to provide requested consultation and support; provided that you provide at least ten (10) hours of service each month, as requested.
 - (ii) *Compensation and Benefits.* Your base salary will be \$1,000,000. You will be provided healthcare benefits, as provided to the Company's senior executives generally. No annual bonus or long-term incentive compensation will be provided for the time you serve in the Senior Advisor role.
 - (iii) *Support.* You will receive professional support consisting of: (A) a full-time administrative assistant and (B) office space, business equipment, and information technology support at the same level as provided to you while Executive Chairman; however, the support per clause (A) and/or (B) may cease upon provision to you of substantially similar support by an employer other than the Company (the terms of this subsection (iii), the "**Continuing Support**").

- (iv) *Obligations.* For so long you hold the Senior Advisor role: (A) you remain subject to your restrictive covenant obligations to the Company as described in Section 5 below, and (B) you are to comply with Company's Code of Business Conduct, including, but not limited to, the need to disclose a personal financial interest in an entity with which the Company does business (see the "Financial Interests" section of the Code of Business Conduct; and clauses (A) and (B), collectively, the "**Ongoing Obligations**").
- (v) *Outside Service Activity.* You may perform services outside of the Company, provided that (A) you secure prior approval of the Board, which will not be unreasonably withheld, (B) such services are subordinate to, and do not impede, your performance of the Senior Advisor services for the Company, and (C) such activity does not conflict with the Ongoing Obligations.

(b) *After First Year in Senior Advisor Role*

- (i) *Reporting and Duties.* You will report to the CEO and fulfill such advisory duties as described in **Exhibit A** attached hereto and as otherwise requested by the CEO and/or the Board, including consultation with the CEO and the Board; your time commitment will not be fixed, but you will provide at least ten (10) hours of service per month, as requested, but shall not be required to provide more than 200 hours of service per year.
- (ii) *Compensation.* Your base salary will be \$60,000 per year.
- (iii) *Support.* The Continuing Support will be provided.
- (iv) *Obligations.* You shall remain subject to the Ongoing Obligations.
- (v) *Outside Service Activity.* You may perform services outside of the Company, subject to honoring the Ongoing Obligations.

4. ***Cessation of Employment Relationship.***

- (a) While you are serving as Executive Chairman, you will continue to be covered by the Company's Severance Plan for Designated Officers, as amended and restated effective as of February 11, 2021 (the "**Severance Plan**"), provided that your severance protection under the Severance Plan will mirror the protection provided to the Company's Chief Executive Officer but with your severance pay based on your compensation in the Executive Chairman role. In the event you receive severance pay under the Severance Plan, this confirms that your outstanding equity awards will be treated in a manner that is consistent with the Company's current policy and practices as further described in **Exhibit B**.

For the avoidance of doubt, once you cease serving in the Executive Chairman role, you will cease to be covered by the Severance Plan.

- (b) During your first five years in the Senior Advisor role, your employment relationship will cease only upon (i) your death, (ii) your resignation, or (iii) termination by the Company for Cause (as defined in the Severance Plan). For the avoidance of doubt, during the first five years you serve as Senior Advisor, the Company may not terminate your employment relationship without Cause.

5. **Restrictive Covenants.**

- (a) Subject to the below special terms, your restrictive covenants in place on the Effective Date and the remedies (including equity forfeiture and claw-back) connected to such restrictive covenants will continue to apply to you. Application of this Subsection (a) is acknowledged as consideration for the ongoing compensation and equity treatment documented in this Letter Agreement. The special terms are as follows:
- (i) the non-compete and non-solicit restrictions will apply while you serve as Executive Chairman, during your first year as Senior Advisor, and for the two (2) years thereafter (the “**Two-Year Period**”);
 - (ii) enforcement of the restrictive covenants for the period specified in section 5(a)(i) will be via (A) injunctive relief; (B) forfeiture of unvested equity awards; and (C) claw-back of any cash incentive or equity award that paid out (or options that were exercised) during the twelve (12) months prior to any violation of the restrictive covenants;
 - (iii) for twelve (12) months after the Two-Year Period, the non-compete and other restrictive covenants will continue to apply with respect to any equity awards that remain outstanding, with any restrictive covenant violation during such twelve (12) months only to result in forfeiture of the then-outstanding awards.
- (b) You may request the Company grant a waiver of restrictive covenant terms or the other Ongoing Obligations as applied to any intended activity on your part, however, a granted waiver will be effective only if granted prior to the commencement of such activity. The grant of a waiver will be in the Company’s discretion, but will not be unreasonably withheld. A waiver request may be submitted in writing to the attention of the Company’s General Counsel. The Company will grant or deny the waiver in writing within fourteen (14) days of your request, or, if additional information or discussion with you is needed, the Company will communicate that status to you within ten (10) days of your request. The requirement of written communication per this Subsection (b) may be satisfied via an email that successfully reaches the recipient.

6. **Other Provisions.**

- (a) *Modification and Waiver.* This Letter Agreement may be amended or modified only by an agreement in writing. The failure by either party to declare a breach or otherwise to assert its rights under this Letter Agreement shall not be construed as a waiver of any right the party has under this Letter Agreement.
- (b) *Effect on Other Employment Terms.* All other terms and conditions of your employment and compensation arrangements will remain subject to the terms and conditions of the applicable agreements, plans and policies of the Company.

- (c) *Section 409A.* The terms of this Letter Agreement are subject to the requirements of Internal Revenue Code Section 409A, and you agree that this Letter Agreement may be modified to the extent necessary to comply therewith.
- (d) *Governing Law.* This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without reference to principles of conflict of laws. Additionally, any action to enforce the terms of this Letter Agreement shall be commenced exclusively in the federal or state courts of the State of North Carolina. Both parties consent to the exclusive jurisdiction of the federal and state courts in the State of North Carolina and waive any claim under the doctrine of *forum non conveniens*.
- (e) *Entire Agreement.* This Letter Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and writings with respect thereto. No modification or alteration of this Letter Agreement shall be effective unless made in writing and signed by both parties. In the event any provision of this Letter Agreement shall not be enforceable, the remainder of this Letter Agreement shall remain in full force and effect.

Please indicate your acceptance of the terms and conditions of this letter by returning a signed copy of this letter to my attention.

Very truly yours,

/s/ Grace Lieblein 3/13/23

Grace Lieblein
Chair, Management Development and Compensation Committee
Board of Directors
Honeywell International Inc.

Read and Accepted:

Date: 3/13/23

/s/ Darius Adamczyk

Darius Adamczyk



March 13, 2023

Vimal Kapur
2101 City West Boulevard
Houston, Texas 77042

Re: Offer Letter

Dear Vimal:

I am pleased to confirm our offer to you to become Honeywell's Chief Executive Officer ("CEO"), based in Charlotte, North Carolina. The effective date of your promotion will be June 1, 2023 ("Effective Date"), subject to the terms and conditions of this letter agreement ("Agreement").

In connection with your new role, you will be entitled to the following compensation and benefits package, as previously approved by the Management Development and Compensation Committee ("MDCC") of the Company's Board of Directors:

COMPENSATION

Base Salary: As of the Effective Date, your annual base salary will be increased to \$1,500,000. Base salary reviews occur annually and any adjustments are generally at the end of the first quarter of the calendar year. Adjustments are based on your performance and other relevant factors. You will next be eligible for a base salary review in March of 2024.

Annual Incentive Compensation: As of the Effective Date, your target incentive compensation opportunity will be 175% of your annual cash base salary earnings during the year. For 2023, your incentive compensation award will be prorated based on the number of days your target incentive was 125%, and the number of days your target incentive will be 175%. Incentive compensation awards are paid in the first quarter of the following year.

Annual Long-Term Incentive Awards: Beginning in 2024, you will be eligible to receive annual long-term incentive ("LTI") awards consisting of stock options ("Options"), performance stock units ("PSUs"), restricted stock units ("RSUs"), or cash awards, or some combination thereof, as determined by the Company in its sole discretion. The terms of all LTI awards are governed by the terms of the applicable stock plan and the relevant award agreements. Moreover, Honeywell and the MDCC reserve the right to modify the design or mix of the LTI award program in the future.

Your initial LTI award as Honeywell's CEO shall be in 2024 and will have a target value of \$13,000,000, with no less than 50% of the target value being in the form of three-year performance stock units under the Performance Plan. The size and terms of any future LTI awards will be determined by the Board in the ordinary course, will reflect Company performance, your performance and future career potential, and will be determined in a manner consistent with prior LTI awards.

SPECIAL PROMOTION GRANT

As of your Effective Date, you will receive a special LTI grant with a grant date value equal to \$4,140,000. The special grant shall be 50% in PSUs, 25% in RSUs and 25% in Options. The components of the special LTI grant shall be granted under, and shall be subject to the terms of, the applicable Stock Incentive Plan of Honeywell International Inc. and its Affiliates and governed by the relevant award agreements.

OTHER EXECUTIVE BENEFITS

You will also be entitled to the following Executive Benefits:

- *Excess Liability Insurance:* Honeywell will pay the annual premium for an Excess Liability Insurance policy that provides \$20,000,000 of personal liability umbrella coverage per occurrence.
- *Executive Severance:* You will be covered under the Honeywell International Inc. Severance Plan for Designated Officers (the "Officer Severance Plan"). Currently, the benefit level for the Company's CEO under the Officer Severance Plan is thirty-six (36) months of base salary continuation and target bonus if your employment is involuntarily terminated for a reason other than Cause (as defined in the Officer Severance Plan). You will be required to execute a release of claims in favor of Honeywell and its affiliates, and you may be required to agree to certain non-solicitation, non-disclosure and non-competition covenants as a condition of receiving executive severance benefits.

PROTECTION SERVICES

You shall be eligible for security and protection services as deemed appropriate by Honeywell Security and in accordance with the Independent Study of Executive Security for the Chairman and CEO of Honeywell International Inc., which includes access to Honeywell aircraft.

STOCK OWNERSHIP GUIDELINES FOR HONEYWELL OFFICERS

As the CEO of the Corporation, you will be required to hold Honeywell shares in accordance with the Corporation's Stock Ownership Guidelines, as amended from time to time. A copy of the Stock Ownership Guidelines will be separately provided to you.

INTELLECTUAL PROPERTY AND NON-COMPETITION AGREEMENTS

As a condition of this employment offer, you are required to execute (i) Honeywell's "Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information" ("IP Agreement"), and (ii) the "Honeywell International Inc. Noncompete Agreement for Select Management Employees" ("Noncompete Agreement"), both of which are attached hereto.

ACCEPTANCE OF OFFER

Please indicate your acceptance of this offer by signing this offer letter, as well as the IP Agreement and Noncompete Agreement, and returning them to Karen Mattimore.

Honeywell has a long and distinguished history. But, more importantly, we are a company with a terrific future and a great place to work. Our performance culture drives growth for us and competitive advantage for our customers. We hire the best people; give them every possible opportunity to learn, grow, and develop; and reward them for their contributions. We offer career paths that span product lines, job types, businesses, and countries.

Vimal, we are excited to be extending this offer to you and look forward to working with you in your expanded role. Your experience and background are an asset to our Company.

If you have any questions or need any further information about our offer, please contact Karen Mattimore.

Congratulations,

/s/ Darius Adamczyk
Darius Adamczyk
Chairman & Chief Executive Officer
Honeywell International Inc.

Read and Accepted:

/s/ Vimal Kapur
VIMAL KAPUR (E207366)

13th March 2023
Date

All businesses experience changing conditions. Accordingly, we reserve the right to change work assignments, reporting relationships and staffing levels to meet business needs, and your employment with Honeywell will be on an “at will” basis. This means that there is no guarantee of employment for any specific period, and either you or Honeywell may terminate your employment at any time.

The descriptions of benefits and perquisites described in this offer letter are for general information purposes only and are not intended to modify any plan document, summary plan description (“SPD”) or prospectus. For a complete description of any benefit or perquisite, you may request a copy of the applicable plan document, SPD or prospectus. The Company reserves the right to modify, amend or terminate any benefit plan or perquisite in its sole and absolute discretion.

HONEYWELL INTERNATIONAL INC.
Employee Agreement Relating to Trade Secrets,
Proprietary and Confidential Information

In consideration of my employment, continued employment, compensation, eligibility for any future discretionary raises or merit increases, eligibility for any future bonuses, awards or payments under any Honeywell incentive compensation or equity programs or plans and the equipment, materials, facilities and Honeywell Confidential Information supplied to me, I understand and agree that:

- 1. Records of Inventions.** I will keep complete and current written records of all Inventions I Make during the period of time I am employed by Honeywell and promptly disclose all such Inventions in writing to Honeywell for the purpose of adequately determining Honeywell's rights in each such Invention. I will supplement any such disclosures to the extent Honeywell may request that I do so. If I have any doubt as to whether or not to disclose an Invention to Honeywell, I will disclose it.
- 2. Disclosure of Inventions after Termination.** Without further compensation, I will promptly and completely disclose in a confidential writing to Honeywell's Law Department all Inventions that I Make during the one year immediately following the end of my employment by Honeywell that are based upon Honeywell's Confidential Information for the purpose of determining Honeywell's rights in each such Invention before filing any application for patents on such Inventions. I will not file any patent application relating to any such Invention without the prior written consent of Honeywell's Law Department. If I do not prove that I Made the Invention entirely after leaving Honeywell's employment and without using or incorporating Honeywell's Confidential Information, the Invention is presumed to have been Made during the period of time I was employed by Honeywell. I acknowledge that the conditions of this paragraph are no greater than is necessary for protecting Honeywell's interests in Confidential Information and in Inventions to which it is rightfully entitled.
- 3. Ownership of Inventions.** I agree that each and every Invention I Make during the period of time I am employed by Honeywell (a) that relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) that results from any work I perform for Honeywell is the sole and exclusive property of Honeywell, and will continue to be the sole and exclusive property of Honeywell pursuant to this Agreement without any further action required by either party. I hereby irrevocably assign my entire right, title and interest in each such Invention to Honeywell. If, at any time, a court or other tribunal rules that my assignment under this paragraph is ineffective or unenforceable for any reason, I agree to perform all actions necessary to assign these Inventions and/or pre-employment Inventions to Honeywell. Each Invention I Make during the period of time I am employed by Honeywell for which no equipment, supplies, facilities or Honeywell Confidential Information was used and that was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for Honeywell. If I assert any property right in an Invention I Make during the period of time I am employed by Honeywell, I will promptly notify Honeywell's Law Department in writing.
- 4. Cooperation with Honeywell and Assignment of Rights.** In addition to the foregoing assignment of Inventions to Honeywell, I hereby irrevocably transfer and assign to Honeywell (and agree to sign any further documents to irrevocably transfer and assign to Honeywell): (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Inventions owned by Honeywell pursuant to paragraph 3 of this Agreement, along with any registrations of or applications to register such rights; (ii) any and all Moral Rights that I may have in or with respect to any such Inventions; and (iii) all worldwide trademark applications or registrations, domain

names or social or business networking/media account or identification names related to the scope of my employment. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any assigned Inventions, even after termination of my work on behalf of Honeywell. I agree to assist and fully cooperate with Honeywell in obtaining, and enforcing Honeywell's patents, copyrights, mask work rights, trade secret rights and other legal protections for such Inventions. I will also assist and fully cooperate with Honeywell in defending Honeywell against claims of violation of the intellectual property rights of others. I will be paid my reasonable expenses in assisting, and cooperating with, Honeywell. I will execute any lawful document Honeywell requests me to execute relating to obtaining, maintaining, asserting or enforcing legal protection for any said Invention or in defending against claims of the violation of the intellectual property rights of others (including, but not limited to, executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony. In the event that Honeywell is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention or right mentioned above, for any other reason whatsoever, I hereby irrevocably designate and appoint Honeywell and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications, and to do all other lawfully-permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by me for this purpose.

5. **Pre-employment Inventions.** On Schedule A, which is an integral part of this Agreement, I have completely identified (without disclosing any trade secret or other confidential information) every Invention I Made before my employment by Honeywell in which I have an ownership interest and that is not the subject matter of an issued patent or a printed publication at the time I sign this Agreement. If I become aware of any projected or actual use of any such Invention by Honeywell, I will promptly notify Honeywell in writing of said use. I acknowledge and agree that if I use any of my pre-employment Inventions in the scope of my employment, or include them in any product or service of Honeywell, I hereby grant to Honeywell a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license without any further action required by either party to use, disclose, make, sell, copy, distribute, modify and create works based on, perform or display such pre-employment Inventions and to sublicense third parties with the same rights. Except as to the Inventions listed on Schedule A or those that are the subject matter of an issued patent or a printed publication at the time I sign this Agreement, I will not assert any rights against Honeywell with respect to any Invention Made before my employment by Honeywell.
6. **Honeywell's Confidential Information.** I will never, directly or indirectly, during or after my employment with Honeywell misappropriate, use or disclose Honeywell's Confidential Information except in furthering Honeywell's business nor will I disclose or disseminate at any time Honeywell's Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Honeywell without the prior written consent of Honeywell's Law Department, unless the specific item of Honeywell's Confidential Information: (a) is now, or hereafter (through no breach of this Agreement) becomes, general public knowledge, or (b) prior to my disclosure, dissemination or use, was lawfully acquired by me without any obligation to retain the information in confidence. In this connection, I will not publish any of Honeywell's Confidential Information for dissemination outside Honeywell or file any patent application relating to any Invention I Make during the period of time I am employed by Honeywell without the prior written approval of Honeywell's Law Department. I will execute any agreement relating to the protection of Honeywell's Confidential Information or such information of any third party whose intellectual property Honeywell is under a legal obligation to protect if Honeywell requests that I do so. I will not engage without the prior written consent of Honeywell's Law Department, either during the period of time I am employed by Honeywell or for a period of two (2) years following my Termination of Employment for any reason, in any activity or employment in the faithful performance of which it could be reasonably anticipated that I would use or disclose Honeywell's Confidential Information. All documents and tangible things embodying or containing Honeywell's Confidential Information are Honeywell's exclusive property. I have access to them solely for performing the duties of my employment by Honeywell. I will protect the confidentiality of their

content and comply with all security policies and procedures, which may, from time to time, be established by Honeywell. I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of Honeywell's Confidential Information in my possession, custody or control to Honeywell before leaving the employment of Honeywell.

I understand that I have the right to use or practice any skill or expertise generally associated with my employment but not special or unique to Honeywell, but that I do not have the right to use, practice or disclose Honeywell's Confidential Information for my own benefit or for the benefit of any third party.

I understand that I may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and I do not disclose the trade secret except pursuant to a court order.

I acknowledge that I have been hereby provided notice that federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where: (a) the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. **I understand that in the event it is determined that disclosure of trade secrets was not done in good faith for the reasons described above, I will be subject to substantial damages, including punitive damages and attorneys' fees.**

The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter any employee's obligations, rights, or liabilities created by existing statute or Executive Order relating to (i) classified information, (ii) communications to Congress, (iii) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (iv) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions relating to these protections are incorporated into this Agreement and are controlling.

- 7. Confidential Information from Previous Employment.** I certify that I have not, and will not, disclose or use during my employment by Honeywell, any confidential information or trade secrets that I acquired as a result of any previous employment or under a contractual obligation of confidentiality before my employment by Honeywell. I understand that Honeywell has no interest in, and will not accept disclosure by me of, any trade secrets or confidential information that belongs to a third party. If I am ever placed in a position where I will be required or am given an assignment that will require me to use, directly or indirectly, any trade secrets or confidential information of any person, previous employer or any third party, I will promptly inform Honeywell's Law Department and my supervisor before I undertake any activity that would involve the use or disclosure of such information or present the appearance to any such third party that I may have used or disclosed such information. If I fail to do so, Honeywell may elect not to indemnify me in the event of litigation and may take such other actions, as it deems appropriate, up to and including termination of my employment.

- 8. Prior Restrictive Obligation.** On Schedule B, which is an integral part of this Agreement, I have completely identified all prior obligations (written and oral) that restrict my ability to perform the duties of my employment by Honeywell, including all confidentiality agreements and covenants restricting future employment.
- 9. Nonsolicitation of Honeywell Employees.** I acknowledge that Honeywell has invested, and will continue to invest, significant time and money to recruit and retain its employees. Therefore, recognizing that I owe Honeywell an undivided duty of loyalty and that in the course of my employment I have obtained valuable information about Honeywell employees, their respective talents and areas of expertise, I agree that, during my employment and for a period of two (2) years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, (i) solicit (or assist another in soliciting) for employment or for the performance of services, (ii) offer or cause to be offered employment or other service engagement, or (iii) participate in any manner in the employment or hiring for services of any current or former Honeywell employee with whom I had contact or of whom I became aware in my last two (2) years of Honeywell employment, unless it has been more than 12 months since that individual left Honeywell. Nor will I, for my own account or for others, in any way induce or attempt to induce such individual to leave the employment of Honeywell.
- 10. Nonsolicitation of Honeywell Customers, Suppliers, Business Partners and Vendors.** I acknowledge that Honeywell has invested and will continue to invest significant time and money to develop valuable, continuing relationships with existing and prospective clients and customers of Honeywell. Therefore, recognizing that in the course of my employment I have obtained valuable information about Honeywell customers, suppliers, business partners, and/or vendors, and their requirements, I agree that during my employment and for a period of two (2) years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, solicit or assist others in soliciting or attempt to solicit (or assist others in attempting to solicit), (i) any existing clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact, or of whom I became aware while employed by Honeywell during the two (2) year period prior to my Termination of Employment, or (ii) any prospective clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact and with whom Honeywell took significant steps to do business during the two (2) year period prior to my Termination of Employment, for the purpose of inducing such existing or prospective clients, customers, suppliers, business partners, and/or vendors to cease doing business or reduce their business with Honeywell or to purchase, lease or utilize products or services that are competitive with, similar to, or that may be used as substitutes for any products or services offered by Honeywell.
- 11. Notice to Future Employers.** For the period of two (2) years immediately following the end of my employment by Honeywell, I will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this Agreement and to provide any future employers with a copy of it.
- 12. Copyright.** As to all works prepared by me that are: (i) within the scope of my employment, or (ii) based upon information I acquired from Honeywell that is not normally made available to the public, or (iii) commissioned by Honeywell, but not within my scope of employment, I hereby agree to:
- (a) Submit to Honeywell's Law Department and to my supervisor for approval for publication or oral dissemination;
 - (b) Assign all right, title and interest in and to the copyright in all such works to Honeywell; and
 - (c) Waive any claim of Moral Rights, author's rights, droit moral, or any equivalent rights to the extent necessary or permitted by law.

I hereby release and allow Honeywell to use, for any lawful purpose, any voice reproduction, photograph, or other digital or video likeness of me made in the course of my employment, including my name, likeness and/or any other indicia of my persona in connection with the foregoing materials.

13. **Acknowledgement of Receipt.** I acknowledge that I have received a copy of this Agreement prior to accepting employment, continued employment or other consideration as recited herein and that execution of this Agreement was an express condition of my employment, continued employment or receipt of other consideration recited herein.
14. **Effectiveness of Agreement.** I acknowledge that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing agreement with Honeywell. This Agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection and the most effective and complete assignment of inventions provided by all agreements I have with Honeywell. The terms of this Agreement are to be read consistent with the terms of any other intellectual property, trade secret or confidentiality agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be read in concert and construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. This Agreement shall be deemed effective as of the first day of my employment by Honeywell and shall continue throughout the entire period of time I am employed by Honeywell and my obligations will continue after, and survive, the end of my employment by Honeywell.
15. **Identity of Future Employer.** Upon termination of my employment for any reason, if reasonably requested by Honeywell, I will advise Honeywell of the name and address of my intended future employer.
16. **Remedies.** I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. In the event that a court determines that I have breached or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of the Agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my then-current employer that may also include but not be limited to contract damages, lost profits and punitive damages.
17. **Successors; Binding Agreement.** This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns. Only a written amendment executed by both Honeywell and me can modify this Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of law.
19. **Validity.** It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this Agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this Agreement shall remain in full force and effect.

20. Definitions

- (a) “Confidential Information” means any information of a confidential or secret nature that (a) relates to the business of Honeywell or to the business of any parent, subsidiary, affiliate, customer, or vendor of Honeywell, or any other party with whom Honeywell agrees to hold information of such party in confidence; (b) is not generally known to the public or to other persons in the industry; and (c) Honeywell has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure. Confidential Information covered by this Agreement means (i) trade secrets; (ii) proprietary information that does not rise to the level of a statutorily protectable trade secret that is made the property of Honeywell through positive operation of law in the form of this mutual agreement of the parties; or (iii) information that is otherwise legally protectable. Such Confidential Information includes, but is not limited to, assigned Inventions, knowledge, data, information, know-how, non-public intellectual property rights, including unpublished or pending patent applications and all related patent rights, techniques, formulae, processes, discoveries, improvements, ideas, conceptions, compilations of data, and developments, whether or not patentable and whether or not copyrightable. By way of example, Confidential Information includes: information that is not generally known in the industries in which Honeywell is engaged, which may be disclosed to me or that I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and that includes, without limitation, any information, whether patentable, patented or not, relating to, without limitation, existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, research databases, development, manufacture, purchasing, engineering, know-how, business plans, marketing plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, the identities and competencies of Honeywell’s employees, financial information, operating and cost data, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence. The foregoing are only examples of Confidential Information.
- (b) “Honeywell” collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business Charlotte, Mecklenburg County, North Carolina), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of stock, merger or otherwise.
- (c) “Invention” includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works – and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes a trade secret or information protectable by patents or copyright.
- (d) “Make” or “Made” when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice, or (iii) development of an Invention and is without regard to whether I am a sole or joint inventor.
- (e) “Moral Rights” mean any rights to claim authorship of or credit on an assigned Invention, to object to or prevent the modification or destruction of any assigned Inventions or pre-employment Inventions licensed to Honeywell, or to withdraw from circulation or control the publication or distribution of any assigned Inventions or pre-employment Inventions licensed to Honeywell, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

- (f) "Solicit" or "soliciting" includes contacting, communicating with, marketing to, engaging or otherwise interacting with (whether initiated by me or not).
- (g) "Termination of Employment" shall be defined as any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

21. Headings Descriptive. The headings of the several paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

/s/ Vimal Kapur
VIMAL KAPUR (E207366)

13th March 2023
Date

SCHEDULE A

HAVE YOU MADE ANY INVENTIONS BEFORE THE TERM OF YOUR EMPLOYMENT WITH HONEYWELL, IN WHICH YOU HAVE AN OWNERSHIP INTEREST AND THAT ARE NOT THE SUBJECT MATTER OF ISSUED PATENTS OR PRINTED PUBLICATIONS?

(If there are none, please enter the word "NONE")

NOTE: Please describe each such Invention without disclosing trade secrets or confidential information.

[Attach additional sheets if more space is needed.]

SCHEDULE B

DO YOU HAVE ANY PRIOR OBLIGATIONS (WRITTEN OR ORAL) THAT WOULD RESTRICT YOUR ABILITY TO PERFORM THE DUTIES OF YOUR EMPLOYMENT WITH HONEYWELL?

(If there are none, please enter the word "NONE")

NOTE: Please give date of, and parties to, obligations and the nature and substance of the restriction.

[Attach additional sheets if more space is needed.]

**HONEYWELL INTERNATIONAL INC.
NONCOMPETE AGREEMENT
FOR SELECT MANAGEMENT EMPLOYEES**

In consideration of my role as a select management employee of Honeywell, my employment, continued employment, compensation, eligibility for any future discretionary raises or merit increases, eligibility for any future bonuses, awards or payments under any Honeywell incentive compensation or equity programs or plans, and the equipment, materials, facilities and Confidential Information supplied to me, I agree to the following:

1. Noncompetition. I acknowledge that in the course of my employment with or provision of services to Honeywell, I have and will become familiar with Confidential Information concerning Honeywell, its businesses and employees, including, but not limited to, Honeywell's business methods, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, customer lists and data, and personnel information. I understand and agree that as part of my continued employment with Honeywell, I will continue to have access to and receive Confidential Information concerning Honeywell. I further acknowledge that Honeywell operates in a very competitive business environment and my services are, and will continue to be, of special, unique and extraordinary value to Honeywell. I further acknowledge that I have been given, and will continue to be given, access to and the ability to develop relationships with, customers of Honeywell at the time and expense of Honeywell, and have and will continue to receive training, experience and expertise from Honeywell that make my services of special, unique and extraordinary value to Honeywell. I further acknowledge and agree that I will not, directly or indirectly, at any time during or after my employment with Honeywell, except in the course of performing my duties for Honeywell, disclose, disseminate, make available or use Honeywell's Confidential Information.

I agree that, during my employment and for a period of two (2) years following my Termination of Employment with Honeywell for any reason, I will not become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business (as defined below). This restriction shall apply to any Competing Business that conducts business in the same or substantially similar geographic area as a Protected Honeywell Business (as defined below). I acknowledge that (i) Honeywell's business is conducted around the world; (ii) notwithstanding Honeywell's state of incorporation or the location of its principal office, Honeywell maintains business activities and valuable business relationships within its industries around the world; and (iii) as part of my responsibilities, I may be conducting business around the world in furtherance of Honeywell's business and its relationships.

A "Competing Business" shall mean any business, person, entity or group of business entities, regardless of whether organized as a corporation, partnership (general or limited), joint venture, association or other organization, that (i) conducts or is planning to conduct a business similar to and/or in competition with any business conducted or planned by Honeywell, or (ii) designs, develops, produces, offers for sale or sells a product or service that can be used as a substitute for, or is generally intended to satisfy the same customer needs for, any one or more products or services designed, developed, manufactured, produced or offered for sale or sold by a

Honeywell business (the Honeywell businesses described in (i) and (ii) are hereinafter collectively referred to as “Protected Honeywell Business(es)”). *Notwithstanding the foregoing, an entity is not a Competing Business with respect to me unless I was employed by, performed services for, or had operational knowledge of, a Protected Honeywell Business in a covered job (i.e., a job subject to a noncompetition agreement) during the Look Back Period.* For purposes of the foregoing, I acknowledge that I will be deemed to have knowledge of a Protected Honeywell Business if I received, was in possession of, or otherwise had access to Confidential Information regarding such Protected Honeywell Business.

For purposes of illustration only, I acknowledge and understand that each of the corporations or entities (and any related entities, subsidiaries, affiliates or successors) set forth on the Addendum attached hereto is a Competing Business as of the date hereof. I further acknowledge and agree that the Addendum attached hereto is not an exhaustive list and is not intended to include all of Honeywell’s current or future competitors, which I acknowledge may include other persons or entities in the future. I further acknowledge and understand that if I have any questions about whether any prior Honeywell position that I have held over the last two (2) years may be used to identify Competing Businesses, I should contact my Human Resource representative.

Honeywell recognizes that some businesses, persons, entities, or group of businesses that constitute Competing Businesses may also have lines of business that do not compete with Honeywell, and the restrictions contained herein are not intended to include such lines of business. I understand and agree that if I intend to become employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business, it is presumed that the restrictions contained herein apply. I further understand and agree that if I do not believe the restrictions contained herein *should* apply, I must notify Honeywell, in writing, prior to accepting employment or otherwise becoming associated with the ostensible Competing Business, and demonstrate to Honeywell that I will only be employed by, perform services for, or otherwise become associated with (as an employee, officer, director, principal, agent, manager, partner, co-partner or consultant or any other individual or representative role) a Competing Business’ line of business that does not compete with Honeywell.

2. Reasonableness of Restrictions and Validity. I agree that the terms of this Agreement are reasonable and do not impose a greater restraint than necessary to protect Honeywell’s legitimate protectable business interests, including the protection of its Confidential Information. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this Agreement shall be adjudicated to be overbroad, invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this Agreement shall remain in full force and effect. I also agree that the parties shall request that a court of competent jurisdiction not invalidate or ignore the terms of this Agreement, but instead honor this provision by reforming or modifying any overbroad or otherwise invalid terms to the extent necessary to render the terms valid and enforceable and then enforcing the Agreement as so reformed or modified.

3. Remedies. I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. I acknowledge and agree Honeywell may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement, and that money damages would not be an adequate remedy for any breach of the provisions of this Agreement. I acknowledge and agree that a violation of this Agreement would cause irreparable harm to Honeywell, and I covenant that I will not assert in any proceeding that a violation or further violation of this Agreement: (i) will not result in irreparable harm to Honeywell; or (ii) could be remedied adequately at law. Honeywell's right to injunctive relief shall be cumulative and in addition to any other remedies available at law or equity. In the event that a court determines that I have breached this Agreement or enters an order enforcing or upholding any provision of this Agreement, I agree that the post-employment restrictive covenant period shall be tolled during the time period that I was in violation of the covenant so that Honeywell gets the full benefit of the entire restrictive covenant period set forth in Paragraph 1. In the event that a court determines that I have breached or threatened to breach this Agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of this Agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my new employer, which may also include, but not be limited to, contract damages, lost profits and punitive damages.

4. Harm and Injunctive Relief and Permitted Disclosures. I agree and acknowledge that the restrictions contained in this Agreement do not preclude me from earning a livelihood, nor do they unreasonably impose limitations on my ability to earn a living. I further agree and acknowledge that the potential harm to Honeywell of the non-enforcement of this Agreement outweighs any potential harm to me from its enforcement by injunction or otherwise. I acknowledge that I have carefully read this Agreement and have given careful consideration to the restraints imposed upon me by this Agreement, and am in full accord as to their necessity for the reasonable and proper protection of Honeywell's legitimate protectable business interests, including the protection of its Confidential Information. I agree and acknowledge that I have been provided adequate and reasonable consideration in exchange for the obligations under this Agreement, including employment or continued employment by Honeywell, goodwill, access or continued access to Honeywell's Confidential Information, access or continued access to customers, and additional good and valuable consideration. I expressly acknowledge and agree that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, duration and geographical scope.

I acknowledge that I have been hereby provided notice that federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where: (a) the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document

containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. **I understand that in the event it is determined that disclosure of trade secrets was not done in good faith for the reasons described above, I will be subject to substantial damages, including punitive damages and attorneys' fees.**

The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter any employee's obligations, rights, or liabilities created by existing statute or Executive Order relating to (i) classified information, (ii) communications to Congress, (iii) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (iv) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions relating to these protections are incorporated into this Agreement and are controlling.

5. Binding Agreement, Amendment, Successors. I acknowledge that the provisions of this Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing employment or other agreement with Honeywell. This Agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection provided by all agreements I have with Honeywell. The terms of the restrictions in Paragraph 1 and the other terms in this Agreement are to be read consistent with the terms of any other noncompete or other agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. No waiver of this Agreement will be effective unless it is in writing and signed by Honeywell's chief human resources officer or his/her designee. This Agreement may not be superseded or amended by any other agreement between myself and Honeywell unless such agreement specifically and expressly states that it is intended to supersede this Agreement and is executed by Honeywell's chief human resources officer or his/her designee. This Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns.

6. Acknowledgement of Receipt. I acknowledge that I received a copy of this Agreement prior to accepting my transfer, promotion, or hire into my new role and that execution of this Agreement was an express condition of such transfer, promotion, or hire.

7. Effectiveness of Agreement. This Agreement becomes effective when I sign it. The obligations under it continue throughout the entire period of time I am employed by Honeywell, without regard to the business within Honeywell with which I am associated and these obligations will continue after, and survive, the end of my employment with Honeywell.

8. Notice to Future Employers. For the period of two (2) years immediately following the end of my employment with Honeywell, I will inform each new prospective employer, prior to accepting employment, of the existence of this Agreement and provide that prospective employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this Agreement and to provide any future employers with a copy of it.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflicts of law. I hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of North Carolina, Mecklenburg County, for the resolution of all disputes arising under, or relating to, this Agreement.

10. Additional Definitions.

“Confidential Information” means information that is not generally known in the industry in which Honeywell is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, business systems, strategic plans, plans for acquisition or disposition of products, expansion plans, financial status and plans, financial data, personnel information, customer lists or data, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.

“Honeywell” collectively identifies Honeywell International Inc. (a Delaware corporation having its headquarters in Charlotte, Mecklenburg County, North Carolina), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of assets, stock, merger or otherwise.

“Look Back Period” means the two (2) year period ending on the date of my Termination of Employment.

“Termination of Employment” means any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

11. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

I have carefully read this Agreement. I understand and accept its terms. I understand and agree that I will continue to be bound by the provisions of this Agreement after my employment with Honeywell has ended.

/s/ Vimal Kapur
VIMAL KAPUR (E207366)

13th March 2023
Date



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Honeywell Names 34-Year Honeywell Veteran Vimal Kapur To Succeed Darius Adamczyk As CEO On June 1, 2023; Kapur Elected To Company's Board Of Directors; Adamczyk To Serve As Executive Chairman

— Kapur's Track Record and Operational Expertise Positions Honeywell for the Next Level of Outperformance Versus Peers

— Under Adamczyk's Leadership, Honeywell Continued to Outperform Market and Peers, Growing Market Capitalization from \$88 Billion in 2016 to \$145 Billion in 2022, a 9% CAGR

— Thoughtful Succession Plan Positions Honeywell for Seamless Leadership Transition

CHARLOTTE, N.C., March 14, 2023 — Honeywell (NASDAQ: HON) today announced that Vimal Kapur, President and Chief Operating Officer, will succeed Darius Adamczyk as Chief Executive Officer on June 1, 2023. Adamczyk, who became Chief Operating Officer in 2016, Chief Executive Officer in 2017 and Chairman in 2018, will continue to serve as Executive Chairman of Honeywell. Kapur was also appointed to the company's board of directors effective March 13, 2023. These moves ensure a seamless leadership transition and position Honeywell for continued outperformance versus peers.

"Vimal is absolutely the right person to lead our company to the next level of growth and stellar performance," Adamczyk said. "Vimal brings 34 years of deep knowledge about our businesses, end markets and customer needs. His ability to drive our key sustainability and digitalization strategic initiatives, along with his advancement of our world class operating system – Honeywell Accelerator – throughout the organization, gives him an outstanding platform to drive continued outperformance for our shareowners. Honeywell's next operational evolution, under Vimal's leadership, will be the incorporation of Accelerator and standardization of global business models to enable maximal performance in each business segment."

"Vimal is also uniquely capable to drive Honeywell's sustainable innovation and solidify our position to lead in the energy transition. Now more than ever, our customers need our solutions to help their businesses be more efficient and more sustainable, and under Vimal's leadership, Honeywell's sustainability technologies will help our customers achieve their goals, today and into the future."

“In his role as COO, Vimal has driven continued operational execution on our proven value creation framework, all of which is underpinned by Accelerator. We have also made significant strides in advancing our digital solutions – both to enhance our own internal operations and decision-making and in support of our customers to benefit their digitization transformations. The rigor of our digital solutions is a real differentiator for Honeywell and will enable us to achieve consistent and sustained outperformance.”

“Vimal has demonstrated that he can nimbly evolve business strategies to fit any circumstances – and we have seen that most dramatically in the challenges of the last few years. He is technically and analytically strong with a bias for results and gets the most out of people and processes. In his role as President and Chief Operating Officer, Vimal has enabled our businesses to develop new solutions to help our customers drive their sustainability transformations and accelerate their digital capability. Vimal has a depth of operating experience that is unparalleled at Honeywell, having operated across our multiple business models, industries, regions and business cycles during his 34 years at Honeywell, including leading Performance Materials and Technologies (PMT) and Honeywell Building Technologies (HBT), and now in his COO role. He brings a high degree of energy and excitement about what the future holds — from our innovation and breakthrough initiatives to our digitalization rigor and agile decision-making to our portfolio optimization. Our board and I have the utmost confidence that Vimal will be an outstanding CEO, leading our strategic plans and executing with rigor against our profitable growth plans.”

“It is truly an honor to have the opportunity to serve as CEO of Honeywell under Darius’ leadership and the leadership of our world class board of directors,” Kapur said. “I have had the privilege to work in a variety of businesses and functions over my three decades with Honeywell. Our high-performance culture and exceptional talent set Honeywell apart from other companies, and our innovation inspires me every day by bringing technologies to market that impact the world in a positive way. Honeywell is playing a major role in making the world a better place, and I am both proud and humbled to take on the CEO role of this great company. I am looking forward to continuing to work with Darius and our board to continue to create value for our shareowners and our customers.”

Kapur, 57, was named President and Chief Operating Officer in July of 2022, and has been leading the creation of new solutions to help customers drive their sustainability transformations and accelerate their digital transformation journeys. As COO, Kapur has also overseen the continued integration of Honeywell Accelerator across the organization and furthering its adoption as an operational system for everything that Honeywell does. Prior to his role as COO, Vimal served as President and CEO of PMT, an \$11 billion global leader in the development of high-performance products and solutions including low global warming refrigerants; specialty films for healthcare and photovoltaic applications; leading technologies for the global refining and petrochemicals industry; and process solutions. Under Kapur’s leadership as President and CEO of PMT, the business drove rapid growth in its sustainability portfolio including in circularity, energy evolution, environmental transformation, resiliency and accountability. This included launching innovative technologies and partnerships with partners in plastics recycling, introducing large scale renewable energy storage for wind and solar usage and helping our customers lower their carbon footprint and improve energy efficiency with our broad line of low global warming refrigerants.

Prior to leading PMT, Kapur served as President and CEO of HBT, a \$6 billion global leader in building technology offerings, which improve energy performance, air quality and the safety and security of commercial buildings in more than ten million buildings worldwide. Under Kapur's leadership, the HBT business successfully launched the Healthy Building portfolio and expanded margins by ~200 basis points over three years.

Before leading HBT, Kapur also held the role of President of Honeywell Process Solutions, where he successfully led the business through the oil and gas downturn. Over a three-year period, Kapur was able to increase sales by 6%, expand margins by over 400 basis points and grow cash margins by 860 basis points to over 17%.

Prior to that, Kapur was Vice President and General Manager of the Advanced Solutions line of business, where he built the foundation of an outcome-driven software business, successfully integrating the Matrikon acquisition into Honeywell. Additionally, he has held several other leadership positions including Managing Director for Honeywell Automation India Limited. Kapur graduated from the Thapar Institute of Engineering in Patiala, India as an electronics engineer with a specialization in instrumentation.

Adamczyk, 57, was named COO in 2016, CEO in 2017 and Chairman and CEO in 2018, and has led Honeywell to significantly and consistently outperform peer companies, the S&P 500 and the XLI. Under Adamczyk's leadership, from 2016 through 2022, Honeywell's market capitalization grew from \$88 billion to \$145 billion, a 9% CAGR. Over that period, Honeywell's cumulative total shareholder return was 128% versus 109% for the S&P 500 and 100% for the XLI. The company's annualized dividend rate grew from \$2.27 to \$4.12, an increase of 82%, while its share price rose 99% over the same time frame.

"Darius has been a truly transformational leader throughout his tenure at Honeywell. He created our industrial software business, as well as architected and executed our differentiated value creation framework, including transformational strategies in digitalization, integrated supply chain, breakthrough innovation, enhanced SaaS offerings and ESG," said Scott Davis, Honeywell's Lead Director. "Under Darius' leadership, the strong portfolio, processes and culture that Darius and his team have put in place have taken Honeywell's performance standards to a new level. Our performance has consistently outperformed the markets, and we are well-positioned for growth acceleration with strong macro tailwinds in our core end markets and accretive gains from incremental breakthrough initiatives. Our heritage of innovation in sustainability solutions is a strength that sets Honeywell apart."

"We have been extremely pleased with the thoughtful leadership transition planning and execution undertaken by our board in the past. We deployed a similar playbook to ensure rigorous planning and development for this important transition," said Davis. "Our selection of Vimal to succeed Darius is a tribute to Darius' success as Chairman and CEO. We wanted to appoint a successor capable of building on the strong foundation Darius has built, while taking Honeywell to the next level of out-performance over the long run. In Vimal, we have a proven leader who can enhance Honeywell's growth rate and operational excellence and drive Honeywell to be the leader in industrial software and sustainability solutions. Darius and Vimal work exceedingly well together, and we are confident the transition will be seamless. As Executive Chairman, Darius will continue to play a vital role in direct engagement with customers, business development opportunities and leadership development. Vimal has exhibited the key leadership qualities and operational expertise that will allow him to thrive as Honeywell's next CEO, and Darius and the Board will do everything possible to support Vimal's success."

In his role as Executive Chairman, Adamczyk will be focused primarily on supporting customer relationships, business development, enterprise strategic planning, shaping the portfolio and global government relations.

Honeywell also announced today that Doug Wright, President and CEO of HBT, will leave the company to pursue another opportunity. Honeywell is pleased to announce the appointment of Billal Hammoud as President and CEO of HBT effective April 1, 2023. Hammoud is currently President of Honeywell's Smart Energy and Thermal Solutions business. Prior to rejoining Honeywell in 2021, Hammoud was President of ESAB Americas and Global Fabrication Solutions. Prior to ESAB, Hammoud was Vice President and General Manager of Honeywell Thermal Solutions. He earned his Bachelor of Science degree in Mechanical Engineering and MBA from Wayne State University.

Honeywell (www.honeywell.com) delivers industry-specific solutions that include aerospace products and services; control technologies for buildings and industry; and performance materials globally. Our technologies help aircraft, buildings, manufacturing plants, supply chains, and workers become more connected to make our world smarter, safer, and more sustainable. For more news and information on Honeywell, please visit www.honeywell.com/newsroom.

This release contains certain statements that may be deemed "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are those that address activities, events or developments that management intends, expects, projects, believes or anticipates will or may occur in the future. They are based on management's assumptions and assessments in light of past experience and trends, current economic and industry conditions, expected future developments and other relevant factors. They are not guarantees of future performance, and actual results, developments and business decisions may differ significantly from those envisaged by our forward-looking statements. We do not undertake to update or revise any of our forward-looking statements, except as required by applicable securities law. Our forward-looking statements are also subject to risks and uncertainties, including the impact of the Russia-Ukraine conflict, that can affect our performance in both the near- and long-term. In addition, no assurance can be given that any plan, initiative, projection, goal commitment, expectation, or prospect set forth in this release can or will be achieved. Any forward-looking plans described herein are not final and may be modified or abandoned at any time. We identify the principal risks and uncertainties that affect our performance in our Form 10-K and other filings with the Securities and Exchange Commission.

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