

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2024

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 No. 001-34400

TRANE TECHNOLOGIES PLC

(Exact name of registrant as specified in its charter)

Ireland

98-0626632

(State or other jurisdiction of incorporation or organization)

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

170/175 Lakeview Dr.

Airside Business Park

Swords Co. Dublin

Ireland

(Address of principal executive offices)

Registrant's telephone number, including area code: +(353)(0) 18707400

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Ordinary Shares, Par Value \$1.00 per Share	TT	New York Stock Exchange
5.250% Senior Notes due 2033	TT33	New York Stock Exchange
5.100% Senior Notes due 2034	TT34	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

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

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

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

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

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

Large accelerated filer	☒	Accelerated filer	☐	Emerging growth company	☐
Non-accelerated filer	☐	Smaller reporting 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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☒ No ☐

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

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

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

The aggregate market value of ordinary shares held by nonaffiliates on June 30, 2024 was \$74.1 billion based on the closing price of such stock on the New York Stock Exchange.

The number of ordinary shares outstanding of Trane Technologies plc as of January 31, 2025 was 224,290,964.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's proxy statement to be filed within 120 days of the close of the registrant's fiscal year in connection with the registrant's Annual General Meeting of Shareholders to be held June 5, 2025 are incorporated by reference into Part III of this Form 10-K.

TRANE TECHNOLOGIES PLC
Form 10-K
For the Fiscal Year Ended December 31, 2024
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CAUTIONARY STATEMENT FOR FORWARD LOOKING STATEMENTS

Certain statements in this report, other than purely historical information, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "forecast," "outlook," "intend," "strategy," "plan," "potential," "predict," "target," "may," "might," "could," "should," "will," "would," "will be," "will continue," "will likely result," or the negative thereof or variations thereon or similar terminology generally intended to identify forward-looking statements.

Forward-looking statements may relate to such matters as projections of revenue, margins, expenses, tax provisions, earnings, cash flows, benefit obligations, share or debt repurchases or other financial items; any statements of the plans, strategies and objectives of management for future operations, including those relating to any statements concerning expected development, performance or market share relating to our products and services; any statements regarding future economic conditions or our performance; any statements regarding our sustainability commitments; any statements regarding pending investigations, claims or disputes; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. These statements are based on currently available information and our current assumptions, expectations and projections about future events. While we believe that our assumptions, expectations and projections are reasonable in view of the currently available information, you are cautioned not to place undue reliance on our forward-looking statements. You are advised to review any further disclosures we make on related subjects in materials we file with or furnish to the Securities and Exchange Commission. Forward-looking statements speak only as of the date they are made and are not guarantees of future performance. They are subject to future events, risks and uncertainties - many of which are beyond our control - as well as potentially inaccurate assumptions, that could cause actual results to differ materially from our expectations and projections. We do not undertake to update any forward-looking statements.

Factors that might affect our forward-looking statements include, among other things:

- overall economic, political and business conditions in the markets in which we operate including recessions, economic downturns, price instability, slow economic growth and social and political instability;
- commodity and raw material shortages, supply chain risks and price increases;
- national and international conflict, including war, civil disturbances and terrorist acts, including the Russia-Ukraine conflict, the Middle East conflict, and other geopolitical hostilities;
- trade protection measures such as import or export restrictions and requirements, the imposition of tariffs and quotas or revocation or material modification of trade agreements;
- competitive factors in the markets in which we compete;
- the development, commercialization and acceptance of new and enhanced products and services;
- attracting and retaining talent;
- work stoppages, union negotiations, labor disputes and similar issues;
- other capital market conditions, including availability of funding sources, interest rate fluctuations and other changes in borrowing costs;
- currency exchange rate fluctuations, exchange controls and currency devaluations;
- impacts of global health crises, other epidemics, pandemics, or other contagious outbreaks on our business operations, financial results and financial position and on the world economy;
- the outcome of any litigation, governmental investigations, claims or proceedings;
- risks and uncertainties associated with the asbestos-related bankruptcy for our deconsolidated subsidiaries Aldrich Pump LLC and Murray Boiler LLC;
- the impact of potential information technology system failures, vulnerabilities, data security breaches or other cybersecurity issues;
- evolving data privacy and protection laws;
- intellectual property infringement claims and the inability to protect our intellectual property rights;
- changes in laws and regulations;
- climate change, changes in weather patterns, natural disasters and seasonal fluctuations;
- national, regional and international regulations and policies associated with climate change and the environment;

- the outcome of any tax audits or settlements;
- the strategic acquisition or divestiture of businesses, product lines and joint ventures;
- impairment of our goodwill, indefinite-lived intangible assets and/or our long-lived assets; and
- changes in tax laws and requirements (including tax rate changes, new tax laws, new and/or revised tax law interpretations and any legislation that may limit or eliminate potential tax benefits resulting from our incorporation in a non-U.S. jurisdiction, such as Ireland).

Some of the significant risks and uncertainties that could cause actual results to differ materially from our expectations and projections are described more fully in Part I, Item 1A "Risk Factors." You should read that information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of this report and our Consolidated Financial Statements and related notes in Part II, Item 8 "Financial Statements" of this report. We note such information for investors as permitted by the Private Securities Litigation Reform Act of 1995.

PART I

Item 1. BUSINESS

Overview

Trane Technologies plc, a public limited company, incorporated in Ireland in 2009, and its consolidated subsidiaries (collectively we, us, our, the Company) is a global climate innovator. We bring sustainable and efficient solutions to buildings, homes and transportation through our strategic brands, Trane® and Thermo King®, and our environmentally responsible portfolio of products, services and connected intelligent controls. We generate revenue and cash primarily through the design, manufacture, sales and service of solutions for Heating, Ventilation and Air Conditioning (HVAC), transport refrigeration, and custom refrigeration solutions. As an industry leader with an extensive global install base, our growth strategy includes expanding recurring revenue through services and rental options. Our unique business operating system, uplifting culture and highly engaged team around the world are also central to our earnings and cash flow growth.

Through our sustainability-focused strategy and purpose to *boldly challenge what's possible for a sustainable world*, we meet critical needs and growing global demand for innovation that reduces greenhouse gas emissions while enabling healthier, efficient indoor environments and safe, reliable delivery of essential temperature-controlled cargo. We have announced certain defined sustainability commitments with a goal of achieving these commitments by 2030 (2030 Sustainability Commitments). Trane Technologies' 2030 Sustainability Commitments include our 'Gigaton Challenge' to reduce customer greenhouse gas emissions by a billion metric tons; 'Leading by Example' through reducing embodied carbon by 40%, and designing products for circularity; and creating 'Opportunity for All' by investing in our people and our communities.

Reportable Segments

We operate under three reportable segments.

- Our Americas segment innovates for customers in North America and Latin America. The Americas segment encompasses commercial heating, cooling and ventilation systems, building controls and solutions, and energy services and solutions; residential heating and cooling; and transport refrigeration systems and solutions. This segment had 2024 net revenues of \$15,903.2 million.
- Our EMEA segment innovates for customers in the Europe, Middle East and Africa region. The EMEA segment encompasses heating, cooling and ventilation systems, services and solutions for commercial buildings and transport refrigeration systems and solutions. This segment had 2024 net revenues of \$2,556.7 million.
- Our Asia Pacific segment innovates for customers throughout the Asia Pacific region. The Asia Pacific segment encompasses heating, cooling and ventilation systems, services and solutions for commercial buildings and transport refrigeration systems and solutions. This segment had 2024 net revenues of \$1,378.3 million.

Products and Services

Our principal products and services include the following:

Air conditioners	Industrial process refrigeration
Air exchangers	Installation contracting
Air handlers	Lighting retrofit solutions
Airside and terminal devices	Medical grade refrigeration solutions
Air-sourced heat pumps	Multi-pipe HVAC systems
Asset management systems	Package heating and cooling systems
Auxiliary power units (electric and diesel)	Packaged rooftop units
Building management systems	Parts and supplies (aftermarket and OEM)
Bus air purification systems	Rail refrigeration systems
Bus and rail HVAC systems	Rate chambers
Chillers	Refrigerant reclamation
Coils and condensers	Renewable energy and storage projects
Cold storage units	Repair and maintenance services
Condensing units	Rental services
Container refrigeration systems and gensets	Residential air filters
Control systems	Residential air filtration system
Controls contracting and commissioning	Residential hybrid heating solutions
Cryogenic refrigeration systems	Self-powered truck refrigeration systems
Data center HVAC systems	Service agreements
Decarbonization programs	Smart and AI-enabled services
Dehumidifiers	Telematics solutions
Ductless systems	Temporary heating and cooling systems
Energy and water efficiency programs	Thermal energy storage
Energy infrastructure programs	Thermostats/controls & associated digital solutions
Energy management services	Trailer refrigeration systems (diesel, electric and hybrid)
Energy recovery ventilators	Transport heater products
Energy storage (battery)	Truck refrigeration systems (diesel, electric and hybrid)
Furnaces	Ultra-low temperature freezers
Geothermal systems	Unitary systems (light and large)
Home automation	Variable refrigerant flow systems
Humidifiers	Vehicle-powered truck refrigeration systems
HVAC Performance-monitoring applications	Ventilation
Indoor air quality assessments and related products for HVAC and Transport solutions	Water source heat pumps

These products are sold primarily under our tradenames including Trane® and Thermo King®.

Competitive Conditions

Our products and services are sold in highly competitive markets throughout the world. Due to the diversity of these products and services and the variety of markets served, we encounter a wide variety of competitors that vary by product line and services. They include well-established regional or specialized competitors, as well as larger U.S. and non-U.S. corporations or divisions of larger companies.

The principal methods of competition in these markets relate to price, quality, delivery, service and support, technology and innovation. We are one of the leading manufacturers in the world of HVAC systems and services and transport temperature control products and services.

Distribution

Our products are distributed by a number of methods, which we believe are appropriate to the type of product. U.S. sales are made through branch sales offices, distributors and dealers across the country. Non-U.S. sales are made through numerous subsidiary sales and service companies with a supporting chain of distributors throughout the world.

Operations by Geographic Area

Approximately 26% of our net revenues in 2024 were derived outside the U.S. and we sold products in approximately 100 countries. Therefore, the attendant risks of manufacturing or selling in a particular country, such as currency devaluation, nationalization and establishment of common markets, may have an adverse impact on our non-U.S. operations.

Customers

We have no customer that accounted for more than 10% of our consolidated net revenues in 2024, 2023 or 2022. No material part of our business is dependent upon a single customer or a small group of customers; therefore, the loss of any one customer would not have a material adverse effect on our results of operations or cash flows.

Materials

We both manufacture and procure many of the components included in our products. For components we manufacture, we are required to source a wide variety of commodities such as steel, copper, and aluminum. These principal commodities are purchased from a large number of independent sources around the world, primarily within the region where the products are manufactured. We believe that available sources of supply will generally be sufficient for the foreseeable future.

For many components we procure, we have an effective supply chain resiliency plan and multiple capable sources to ensure sufficient supply, however there are certain categories of components that could occasionally see limited availability or shortages.

Seasonality

Demand for certain products and services is influenced by weather conditions. For instance, sales in our commercial and residential HVAC businesses historically tend to be higher in the second and third quarters of the year because this represents spring and summer in the U.S. and other northern hemisphere markets, which are the peak seasons for sales of air conditioning systems and services. Therefore, results of any quarterly period may not be indicative of expected results for a full year and unusual weather patterns or events could positively or negatively affect certain segments of our business and impact overall results of operations.

Research and Development

We engage in research and development activities in an effort to introduce new products, enhance existing product effectiveness, improve ease of use and reliability as well as expand the various applications for which our products may be appropriate. In 2024, we spent \$309.6 million on research and development, focused on product and system sustainability improvements such as increasing energy efficiency, developing products that allow for use of lower global warming potential refrigerants, reducing material content in products, and designing products for circularity. New product development (NPD) programs complete a Design for Sustainability module within our NPD process to ensure that programs consider environmental impact.

We also have a strong focus on sustaining activities, which include costs incurred to reduce production costs, improve existing products, create custom solutions for customers and provide support to our manufacturing facilities. We anticipate that we will continue to make significant expenditures for research and development and sustaining activities to maintain and improve our competitive position.

Patents and Licenses

Our intellectual property rights are important to our business and include numerous patents, trademarks, copyrights, trade secrets, proprietary technology, technical data, business processes, and other confidential information. Although in aggregate the Company's intellectual property is important to its operations, the Company does not consider any single patent, trademark, copyright, trade secret, proprietary technology, technical data, business process or any other confidential information (or any related group of any such items) to be of material importance to any segment or to the business as a whole. From time to time the Company engages in litigation to protect its intellectual property rights. For a discussion of risks related to the Company's intellectual property, refer to "Item 1A. Risk Factors."

Backlog

Our backlog of orders, believed to be firm, at December 31, was as follows:

<i>In millions</i>	2024		2023	
Americas	\$	5,323.1	\$	5,302.9
EMEA		585.3		614.9
Asia Pacific		839.3		1,012.7
Total	\$	6,747.7	\$	6,930.5

These backlog figures are based on orders received and only include amounts associated with our equipment and contracting and installation performance obligations. A major portion of our residential products are built in advance of order and either shipped or assembled from stock. We expect to ship a majority of the December 31, 2024 backlog during 2025. However, orders for specialized equipment or specific customer applications are submitted with extended lead times and are subject to revision and deferral, and to a lesser extent cancellation or termination. To the extent projects are delayed or there are resource constraints, the timing of our revenue could be affected.

Environmental Matters

We continue to be dedicated to environmental and sustainability programs to minimize the use of natural resources, reduce the utilization and generation of hazardous materials from our manufacturing processes and to remediate identified environmental concerns. As to the latter, we are currently engaged in site investigations and remediation activities to address environmental cleanup from past operations at current and former manufacturing facilities.

It is our policy to establish environmental reserves for investigation and remediation activities when it is probable that a liability has been incurred and a reasonable estimate of the liability can be made. Estimated liabilities are determined based upon existing remediation laws and technologies. Inherent uncertainties exist in such evaluations due to unknown environmental conditions, changes in government laws and regulations, and changes in cleanup technologies. The environmental reserves are updated on a routine basis as remediation efforts progress and new information becomes available.

We are sometimes a party to environmental lawsuits and claims and have received notices of potential violations of environmental laws and regulations from the Environmental Protection Agency and similar state and international authorities. We have also been identified as a potentially responsible party (PRP) for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. In most instances at multi-party sites, our share of the liability is not material.

In estimating our liability at multi-party sites, we have assumed that we will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on our understanding of the parties' financial condition and probable contributions on a site-by-site basis.

For a further discussion of our potential environmental liabilities, see Note 20 "Commitments and Contingencies" to the Consolidated Financial Statements.

Asbestos-Related Matters

We are involved in a number of asbestos-related lawsuits, claims and legal proceedings. In June 2020, our indirect wholly-owned subsidiaries Aldrich Pump LLC (Aldrich) and Murray Boiler LLC (Murray) each filed a voluntary petition for reorganization under Chapter 11 of Title 11 of the United States Code (the Bankruptcy Code) in the United States Bankruptcy Court for the Western District of North Carolina in Charlotte (the Bankruptcy Court). As a result of the Chapter 11 filings, all asbestos-related lawsuits against Aldrich and Murray have been stayed due to the imposition of a statutory automatic stay applicable in Chapter 11 bankruptcy cases. Only Aldrich and Murray have filed for Chapter 11 relief. Neither Aldrich's wholly-owned subsidiary, 200 Park, Inc. (200 Park), Murray's wholly-owned subsidiary, ClimateLabs LLC (ClimateLabs), Trane Technologies plc nor its other subsidiaries (the Trane Companies) are part of the Chapter 11 filings. In addition, at the request of Aldrich and Murray, the Bankruptcy Court has entered an order temporarily staying all asbestos-related claims against the Trane Companies that relate to claims against Aldrich or Murray (except for asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes or similar laws).

The goal of these Chapter 11 filings is to resolve equitably and permanently all current and future asbestos-related claims in a manner beneficial to claimants, Aldrich and Murray through court approval of a plan of reorganization that would create a trust pursuant to section 524(g) of the Bankruptcy Code, establish claims resolution procedures for all current and future asbestos-related claims against Aldrich and Murray and channel such claims to the trust for resolution in accordance with those procedures.

For detailed information on the bankruptcy cases of Aldrich and Murray, see:

- Part I, Item 1A, "Risk Factors - Risks Related to Litigation,"
- Part I, Item 3, "Legal Proceedings,"
- Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Significant Matters," and
- Part II, Item 8, Consolidated Financial Statements and Note 20, "Commitments and Contingencies."

Human Capital Management

Our people and culture are critical to achieving our operational, financial and strategic success.

As of December 31, 2024, we employed approximately 45,000 people in 61 countries including over 16,000 employees outside of the United States. Our Trane Technologies EEO-1 Report published on our website outlines additional details on our U.S. workforce composition.

Our continued focus on building an uplifting culture, where our employees can be at their best, has positively contributed to retaining employees at strong levels. The 2024 retention rate of our key talent, those with the highest potential rating, was 97.6%, excluding retirements. Our company-wide (all employees) voluntary retention rate excluding retirements was 91.9%.

Culture and Purpose

In 2024, we continued to drive our purpose to boldly challenge what's possible for a sustainable world with a sharp focus on our strategic priorities and 2030 Sustainability Commitments. As part of our commitment to people and culture, we strive to create a work environment where our people uplift each other, make a positive impact on the planet and thrive at work and at home. We do that through embedding our leadership principles across our people practices such as onboarding, learning and performance management. We also focus on ongoing manager development and the important role people leaders play in our uplifting, inclusive culture.

Our annual employee engagement survey enables employees to share their experiences and perceptions of our Company. Employees provide ratings and written comments celebrating what we're doing well and recommending areas where we can do better. In 2024, 90% of our workforce participated in our annual engagement survey, and our overall employee engagement score remains high relative to external benchmarks. While our work on culture is never done, our scores indicate that we continue to raise the bar to increase pride, energy and optimism and help create the best employee experience as a destination employer.

Opportunity for All

We are committed to creating Opportunity for All by uplifting our people and communities. We invest in our people and an inclusive culture where everyone can grow and thrive; and we give back in our communities to support the next generation of the workforce with the potential to transform our world.

Our aspiration is a workforce that mirrors the communities where we live and work. This helps us to reach a broader talent pool, drive innovation and meet the needs of our global customer base. We work closely with external organizations to help us bridge the growing skilled labor gap, create a pipeline of highly skilled talent, and support industry career development. In 2024, we partnered with Opportunity at Work, a non-profit coalition dedicated to hiring skilled talent through alternative routes (STARs), which prioritizes skills and experience for workforce entry and removes the requirement of degrees where unnecessary. We also collaborate with organizations such as Federation for Advanced Manufacturing Education, National Association of Manufacturers, Society for Women Engineers, National Society of Black Engineers, and Society of Hispanic Professional Engineers, that help us recruit qualified talent from varied backgrounds.

To help promote inclusion and belonging in the workplace, we offer voluntary company forums such as:

- CEO Day of Understanding – a forum created to allow our employees and leaders to speak about their personal experiences and commitment to fostering inclusion and belonging in the workplace.
- Employee Resource Groups (ERGs) – All ERGs are voluntary, open to all employees and offer a sense of belonging, networking and learning opportunities. Our ERGs also play an important role in our business through community involvement, brand advocacy, recruiting, and business and target market insights.
- Being at my Best – a change management program introduced in 2024, which contributes to building an inclusive and psychologically safe workplace.

- Global Diversity & Inclusion Summit – the 2024 Summit continued its focus on development of inclusive leader behaviors, and highlighted ERGs and learnings and reflections from leaders.

Our corporate citizenship strategy, Sustainable Futures, focuses on expanding access to science, technology, engineering, and mathematics (STEM) education and career opportunities. This strategy supports our efforts to create opportunity for all by providing under-served communities and schools with a range of resources, from classroom curriculum that introduces them to careers at a climate innovation company, to soft-skill development for landing a STEM job.

Learning and Development

We offer learning and career development opportunities that enhance our employees' skills and abilities and ensure contemporary technical and functional skills and competencies such as innovation, collaboration and leadership. Examples of these programs include:

- Team Leader Development Program – A seven-week experiential development program that engages, teaches and empowers hourly team leaders in our manufacturing facilities to apply continuous improvement methods, make sound business decisions, solve problems, and serve as a coach to their teams.
- Group Leader Development Program – A three-week cohort program for salaried, front-line leaders in our manufacturing facilities focuses on enhancing knowledge, skills and ability to lead front-line workers within a world class lean enterprise.
- Graduate Training Program – A five-month development program designed to prepare university graduate engineers for a rewarding career in technical sales. The program prepares sales engineers to sell Trane's complex HVAC systems and energy services. The program, started in 1926, is recognized as the industry's most comprehensive training program and provides intensive technical, business, sales, and leadership training.
- Accelerated Development Program – An early career rotational program focused on both functional and leadership development, designed to build a pipeline of strong talent for key roles in the organization. Participants rotate to multiple geographic locations and business units during the 2.5-year program, while completing diverse assignments, and receiving dedicated functional training and developmental experiences.
- Leadership Development – We invest in custom, key transition leadership development programs for our high potential talent. We partner with best-in-class external leadership development experts such as INSEAD, Center for Creative Leadership, and the NeuroLeadership Institute to deliver programs such as our Executive Leadership Program, Leading for Impact, and our Women's Leadership Program globally each year. Additionally, we offer our Trane Technologies people leaders learning programs to develop their skills in leading their teams, such as building inclusive environments, increasing engagement, and coaching.
- Professional Development – We have numerous online courses in professional development skills as varied as working virtually, resiliency, and Microsoft Teams, as well as strategic capability initiatives such as product management and other programs that support our strategy of being a world class lean enterprise.
- Dependent Scholarships – To support learning in our employees' families, we offer \$2,500 scholarships to support their dependent children's pursuits beyond high school, whether for a traditional degree or a trade certification.
- Compliance Training – Our Compliance Training curriculum covers key topics that are important to protect our Company, our people and our customers. Topics include certification in our Code of Conduct, Information Security, Understanding and Preventing Workplace Harassment, and Expense Management. All salaried employees and service technicians globally complete our compliance curriculum annually, while hourly production employees complete Code of Conduct and Preventing Workplace Harassment training every other year.

- Sustainability Learning – We offer sustainability learning that is available to everyone in the organization in our Learning Management System starting with the *Sustainability Starts with Us* course that provides a foundational understanding of how our purpose connects to every role. In addition, a comprehensive learning path is available to all around understanding emissions including the following courses: *The Greenhouse Gas Effect*, *Carbon Intensity of the Electric Grid*, and *Carbon Neutrality in the Built Environment*.

Employee Volunteerism

In 2024, Trane Technologies hosted a Global Time of Service when thousands of our team members banded together in a global show of commitment to community uplift. Teams around the world identified needs in their local communities and lent their time and resources to help more than 50 non-profit organizations enhance programs and create more opportunity.

Additionally, local philanthropic efforts take place throughout the year led by a network of approximately 50 "Purple Teams" around the world that fuel the spirit of volunteerism and ensure local alignment with our Sustainable Futures strategy.

Employee Well-being

Trane Technologies believes employees that can thrive at work, at home and in their communities are our greatest strength. We integrate well-being into our culture through core global resources that support physical, social, emotional, and financial well-being. Several elements of our holistic well-being actions include:

- Giving 100% of our team members access to company-sponsored wellness offerings, including a global Employee Assistance Program and a global wellness platform. These resources provide education and individual support covering an array of topics, including mental health, nutrition, fitness, dependent care, financial and retirement planning, and legal, among other topics.
- Offering financial relief through the Helping Hand Fund, an employee-funded program created to help associates facing financial hardship immediately after a qualified disaster or an unforeseen personal hardship.

We recognize the pervasiveness of mental health challenges facing employees and their families. We continue efforts to overcome stigma and promote a culture that encourages and supports open discussion about mental health issues. We implemented a global mental health training program, offered in 10 languages, targeted towards people leaders and available to all employees. This program highlights how to recognize and react to mental health concerns and leverage support resources. To date more than 7,000 employees have voluntarily completed this training program.

Our enterprise Mental Well-Being Hub is a global employee resource that provides access to self-help information, team member stories, trainings, and guidance for supporting others, all in one place.

Competitive Pay and Benefits

Trane Technologies' compensation programs and policies are designed to align the compensation of our employees with the Company's performance and strategy, to attract and retain a talented workforce and to meet the needs of employees globally. We are committed to providing competitive and equitable wages and benefits that allow our employees to thrive at work and at home. In addition, the structure of our compensation programs balance incentive earnings for both long-term and short-term performance with our annual incentive plan closely tied to our financial goals as well as progress toward our 2030 Sustainability Commitments. We further align our leadership globally, fostering collaboration to drive profitable, market-leading revenue growth.

Trane Technologies' benefit programs and policies are designed to support the well-being of employees and their families. Purpose-driven and locally relevant benefit programs are provided globally. In addition to core and competitive medical, welfare and retirement programs, we offer programs to support work-life balance and deliver benefits access and opportunity to all. We structure our benefit offerings with a focus on access to affordable benefits based on employee need.

Our proxy statement provides more detail on the competitive compensation and benefit programs we offer.

Employee Safety

In 2024, we continued our multi-year, world class safety record with a Lost-time Incident Rate of 0.09 and Recordable Rate below 0.71. We refreshed our behavior-based and ergonomics programs and had a major focus on leading indicators, which has been very impactful for all employees across the globe. In 2024, this included a global safety campaign within our manufacturing locations and field operations.

We also continue to maintain all our locations globally as tobacco free workplaces.

Available Information

We have used, and intend to continue to use, the homepage, the Investor Relations and the "News" sections of our website (www.tranetechnologies.com), among other sources such as press releases, public conference calls and webcasts, as a means of disclosing additional information, which may include future developments regarding the Company and/or material non-public information. We encourage investors, the media, and others interested in our Company to review the information we make public in these locations on our website.

We file annual, quarterly, and current reports, proxy statements, and other documents with the Securities and Exchange Commission under the Securities Exchange Act of 1934.

This Annual Report on Form 10-K, as well as our quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to all the foregoing reports, are made available free of charge on our Internet website (www.tranetechnologies.com) as soon as reasonably practicable after such reports are electronically filed with or furnished to the Securities and Exchange Commission. The Board of Directors of our Company has also adopted and posted in the Investor Relations section of our website the Corporate Governance Guidelines and charters for each of the Board's standing committees. The contents of our website are not incorporated by reference in this report.

Executive Officers of the Registrant

The following is a list of our executive officers as of February 6, 2025.

Name and Age	Date of Service as an Executive Officer	Principal Occupation and Other Information for Past Five Years
David S. Regnery (62)	8/5/2017	Chair of the Board (since January 2022); Chief Executive Officer and Director (since July 2021); President and Chief Operating Officer (January 2020 to June 2021)
Christopher J. Kuehn (52)	6/1/2015	Executive Vice President and Chief Financial Officer (since July 2021); Senior Vice President and Chief Financial Officer (March 2020 to June 2021); Vice President and Chief Accounting Officer (June 2015 to February 2020)
Mauro Atalla (56)	1/6/2025	Senior Vice President, Chief Technology and Sustainability Officer (since January 2025); Senior Vice President, Engineering and Technology Leader at Collins Aerospace Systems (November 2018 to December 2024)
Raymond D. Pittard (59)	7/1/2021	Executive Vice President, Chief Integrated Supply Chain Officer (since January 2024); Executive Vice President, Supply Chain, Engineering and Information Technology (July 2021 to January 2024); Transformation Office Leader (December 2019 to June 2021); Vice President, SBU President of Transport Solutions North America and EMEA (December 2013 to December 2019)
Evan M. Turtz (56)	4/3/2019	Senior Vice President and General Counsel (since April 2019); Secretary (since October 2013)
Mairéad A. Magner (47)	1/6/2022	Senior Vice President, Chief Human Resources Officer (since January 2022); Vice President, Talent and Organization Capability (January 2018 to January 2022)
Donald E. Simmons (53)	1/4/2024	Group President, Americas (since January 2024); Americas Segment Leader and CHVAC Americas President (January 2022 to December 2023); President, CHVAC Americas (January 2020 to December 2021)
Elizabeth Elwell (51)	2/12/2024	Vice President and Chief Accounting Officer (since February 2024); Vice President, Finance Residential HVAC and Supply (May 2022-February 2024); Vice President, Financial Planning & Analysis (January 2019-May 2022)

No family relationship exists between any of the above-listed executive officers of our Company. All officers are elected to hold office for one year or until their successors are elected and qualified.

Item 1A. RISK FACTORS

Our business, financial condition, results of operations, and cash flows are subject to a number of risks that could cause the actual results and conditions to differ materially from those projected in forward-looking statements contained in this Annual Report on Form 10-K. The risks set forth below are those we consider most significant. We face other risks, however, that we do not currently perceive to be material which could cause actual results and conditions to differ materially from our expectations. You should evaluate all risks before you invest in our securities. If any of the risks actually occur, our business, financial condition, results of operations or cash flows could be adversely impacted. In that case, the trading price of our ordinary shares could decline, and you may lose all or part of your investment.

Risks Related to Economic Conditions

Our global operations subject us to economic risks.

Our global operations are dependent upon products manufactured, purchased and sold in the U.S. and internationally. These activities are subject to risks that are inherent in operating globally, including:

- changes in local laws and regulations including potential imposition of currency restrictions; new or changing tax laws, including the implementation of a global minimum tax; variations in monetary policies; and other restraints;
- trade protection measures such as import or export restrictions and requirements, the imposition of tariffs and quotas or revocation or material modification of trade agreements;
- limitation of ownership rights, including expropriation of assets by a local government, and limitation on the ability to repatriate earnings;
- sovereign debt crises and currency instability in developed and developing countries;
- difficulty in staffing and managing global operations including supply chain disruptions which may be exacerbated by pandemics or other public health crises, natural disasters, or other events affecting the supply of labor, materials and components;
- difficulty of enforcing agreements, collecting receivables and protecting assets through non-U.S. legal systems;
- national and international conflict, including war, civil disturbances and terrorist acts; and
- recessions, economic downturns, price instability, inflation, slowing economic growth and social and political instability.

These risks could increase our cost of doing business internationally, increase our counterparty risk, disrupt our operations, disrupt the ability of suppliers and customers to fulfill their obligations, limit our ability to sell products in certain markets and have a material adverse impact on our results of operations, financial condition, and cash flows.

Commodity and raw material shortages, supply chain risks and price increases could adversely affect our financial results.

We rely on suppliers to secure commodities, particularly steel and non-ferrous metals, and third-party parts and components, including electronic components, required for the manufacture of our products. A disruption in deliveries from our suppliers or decreased availability of commodities and third-party parts and components could adversely affect our ability to meet our commitments to customers, impact pricing, increase our operating costs, or impact timing and delivery of products and services. Disruptions have previously occurred and may occur in the future due to global pandemics, natural disasters, regulatory changes, geopolitical events, electronic component shortages, supplier capacity constraints, labor shortages, port congestion, logistical problems, political unrest, and other issues. Some of these disruptions have resulted in supply chain constraints affecting our business including our ability to timely produce and ship our products. The unavailability of some commodities and third-party parts and components could have a material adverse impact on our results of operations and cash flows.

Volatility in the prices of commodities and third-party parts and components or the impact of inflationary increases could increase the costs of our products and services. We may not be able to pass on these costs to our customers and this could have a material adverse impact on our results of operations and cash flows. Conversely, in the event there is deflation, we may experience pressure from our customers to reduce prices. There can be no assurance that we would be able to reduce our costs (through negotiations with suppliers or other measures) to offset any such price concessions which could adversely impact results of operations and cash flows. While we use financial derivatives, supplier price locks or indices-based pricing mechanisms to partially hedge against this volatility, by using these instruments we may potentially forego the benefits that might result from favorable fluctuations in prices and could experience lower margins in periods of declining commodity prices. In addition, while hedging activity may minimize near-term volatility of the commodity prices, it would not protect us from long-term commodity price increases.

Some of our purchases are from sole or limited source suppliers for reasons of cost effectiveness, regulatory requirements, uniqueness of design, or product quality. If these suppliers encounter financial or operating difficulties, we might not be able to quickly establish or qualify replacement sources of supply.

We face significant competition in the markets that we serve.

The markets that we serve are highly competitive. We compete worldwide with a number of other manufacturers and distributors that produce and sell similar products. There has been consolidation and new entrants (including non-traditional competitors) within our industries and there may be future consolidation and new entrants which could result in increased competition and significantly alter the dynamics of the competitive landscape in which we operate. Due to our global footprint we are competing worldwide with large companies and with smaller, local operators who may have customer, regulatory or economic advantages in the geographies in which they are located. In addition, some of our competitors may employ pricing and other strategies that are not traditional. While we understand our markets and competitive landscape, there is always the risk of disruptive technologies coming from companies that are not traditionally manufacturers or service providers of our products. As we integrate acquisitions into our portfolio of solutions, we may face new competitors in our target markets and incur increased competition from alternative solutions. We must continually innovate new or enhanced products and services to maintain and expand our brand recognition and market leadership position to effectively compete in the markets that we serve. A failure or inability to effectively address market trends, adapt to changes in customer preferences, and compete in our market may adversely affect demand for our products and services, which may cause a material adverse effect on our financial condition.

Our growth is dependent, in part, on the timely development, commercialization and acceptance of new and enhanced products and services.

We must efficiently and effectively innovate, develop and commercialize new and enhanced products and services in a rapidly changing technological and business environment in order to remain competitive in our current and future markets and in order to continue to grow our business. The timely development and commercialization of new products and services and the enhancement of existing products and services is required to meet our customer demands, market trends, and regulatory requirements. The ongoing refreshment of our product and service offerings portfolio requires strategic choices of a significant investment of resources, anticipation of the opportunity and risks of new technologies, and the ability to compete with others who may have superior resources in specific technology domains. We cannot provide any assurance that any new or enhanced product or service will be successfully commercialized in a timely manner, if ever, or, if commercialized, will result in returns greater than our investment. Investment in a product or service could divert our attention and resources from other projects that become more commercially viable in the market. We also cannot provide any assurance that any new or enhanced product or service will be accepted by our current and future markets. Failure to timely and accurately predict customer needs and preferences, anticipate regulatory conditions affecting current and future products, mitigate supply chain disruptions on new products, or our failure to develop new and enhanced products and services that are accepted by these markets could have a material adverse impact on our competitive position, operations, financial condition, and cash flows.

Capital and credit market conditions could adversely affect our business operations, investments, and financial performance.

Instability in U.S. and global capital and credit markets, including market disruptions, limited liquidity and interest rate volatility, or reductions in the credit ratings assigned to us by independent rating agencies could reduce our access to capital markets or increase the cost of funding our short- and long-term credit requirements. In particular, if we are unable to access capital and credit markets, or access them on terms that are acceptable to us, we may not be able to make certain investments or fully execute our business plans and strategies. If we were to raise funding through the issuance of equity securities, our shareholders would experience dilution of their existing ownership interest. If we were to raise significant additional funds by issuing debt, we could be subject to limitations on our operations due to restrictive covenants or rating agencies could downgrade our credit ratings or put them on negative watch.

Our suppliers and customers are also dependent upon the capital and credit markets. Limitations on the ability of customers, suppliers or financial counterparties to access credit at interest rates and on terms that are acceptable to them could lead to insolvencies of key suppliers and customers, limit or prevent customers from obtaining credit to finance purchases of our products and services and cause delays in the delivery of key products from suppliers.

The performance of the financial markets and interest rates can also impact the value of our defined benefit pension plans and other post-retirement benefit programs. Significant decreases in discount rate or investment losses on plan assets may increase our funding obligations, which may adversely affect our financial results. See Note 11 – "Pensions and Postretirement Benefits Other Than Pensions."

Currency exchange rate fluctuations and other related risks may adversely affect our results.

We are exposed to a variety of market risks, including the effects of changes in currency exchange rates. See Part II Item 7A, "Quantitative and Qualitative Disclosure About Market Risk."

We have operations throughout the world that manufacture and sell products in various international markets. As a result, we are exposed to movements in exchange rates of various currencies against the U.S. dollar as well as against other currencies throughout the world.

Many of our non-U.S. operations have a functional currency other than the U.S. dollar, and their results are translated into U.S. dollars for reporting purposes. Therefore, our reported results will be higher or lower depending on the weakening or strengthening of the U.S. dollar against the respective foreign currency. Decreased strength of the U.S. dollar could also adversely affect the cost of raw materials, products, or services that we purchase from non-U.S. suppliers.

We use derivative instruments to partially hedge those material exposures that cannot be naturally offset. The instruments utilized are viewed as risk management tools and are not used for trading or speculative purposes. To minimize the risk of counterparty non-performance, derivative instrument agreements are made only through major financial institutions with significant experience in such derivative instruments.

We also face risks arising from the imposition of exchange controls and currency devaluations. Exchange controls may limit our ability to convert foreign currencies into U.S. dollars or to remit dividends and other payments by our foreign subsidiaries or businesses located in or conducted within a country imposing controls. Currency devaluations result in a diminished value of funds denominated in the currency of the country instituting the devaluation.

Changes in U.S. or foreign trade policies and other factors beyond our control may adversely impact our business and operating results

Changes in governmental policies on foreign trade, geopolitical tensions and trade disputes can disrupt supply chains and increase the cost of our products. This could cause our products to be more expensive for customers, which could reduce the demand for or attractiveness of such products. In addition, a geopolitical conflict in a region where we operate could disrupt our ability to conduct business operations in that region. In addition to tariffs, trade embargoes, and sanctions, countries also could adopt other measures, such as controls on imports or exports of goods, technology, or data, which could adversely affect our operations and supply chain and limit our ability to offer our products and services as intended. These kinds of restrictions could be adopted with little to no advanced notice, and we may not be able to effectively mitigate the adverse impacts from such measures. Political uncertainty surrounding trade or other international disputes also could have a negative impact on customer confidence and willingness to spend money, which could impair our future growth.

World geopolitical conflicts have created humanitarian crises, materially impacted economic activities, and may materially impact our global and regional operations.

The global economy has been negatively impacted by geopolitical conflicts, including the military conflict between Russia and Ukraine and conflict in the Middle East. Governments including the U.S., United Kingdom, and those of the European Union have imposed export controls on certain products and financial and economic sanctions on certain industry sectors and parties in Russia which has triggered retaliatory sanctions by the Russian government and its allies. The outcome and future impacts of these world conflicts remain highly uncertain, continue to evolve and may grow more severe the longer the military action and sanctions remain in effect. Risks associated with world geopolitical conflicts that have arisen or could arise in the future, include, but are not limited to, adverse effects on political developments and on general economic conditions, including inflation and consumer spending; disruptions to our supply chains; disruptions to our information systems, including through network failures, malicious or disruptive software, or cyberattacks; trade disruptions; energy shortages or rationing that may adversely impact our manufacturing facilities and consumer spending, particularly in Europe; rising fuel and/or rising costs of producing, procuring and shipping our products; our exposure to foreign currency exchange rate fluctuations; and constraints, volatility or disruption in the financial markets.

We have no way to predict the progress or outcome of world geopolitical conflicts, including the situations in Ukraine and the Middle East. Although neither the Russia-Ukraine conflict nor the Middle East conflict have, to date, caused any material adverse effect on our business or financial performance, until there are peaceful resolutions, these conflicts could have a material adverse effect on our operations, results of operations, financial condition, liquidity, growth prospects and business outlook.

The full extent to which a pandemic, epidemic, or spread of infectious diseases or other public health crises will affect us will depend on future developments that are highly uncertain and cannot be accurately predicted.

The extent to which a pandemic, epidemic, or other widespread outbreaks of infectious disease or other public health crises, including a resurgence of any previously identified outbreaks of infectious diseases, may impact our business going forward

will depend on factors such as the duration and scope of infections; governmental, business, and individuals' actions in response to the health crisis; travel and other restrictions; and the impact on economic activity including the possibility of financial market instability or recession. How a pandemic, epidemic, or other public health crises will affect us will depend on future developments that are highly uncertain and cannot be accurately predicted. Such events may also exacerbate other risks discussed herein, any of which could have a material adverse effect on us.

Prior experience with the Coronavirus Disease 2019 (COVID-19) pandemic demonstrated widespread, rapidly evolving and unpredictable impacts on global society, economics, financial markets and business practices. Government efforts to contain the pandemic included travel bans and restrictions, quarantines, shelter in place orders and shutdowns. Although our operations have stabilized since the peak of the COVID-19 pandemic, our business and global operations were impacted by supply chain delays, higher material costs and product prices, lower revenues for some quarters, unfavorable foreign currency exchange rates, and, at times, our abilities to obtain needed products and services, operate in certain locations, maintain our distribution channels, and attract and retain talent were affected. A resurgence or development of new strains of COVID-19, or other public health emergencies, could result in unpredictable responses by authorities around the world which could negatively impact our global operations, customers and suppliers.

Risks Related to Litigation

Material adverse legal judgments, fines, penalties or settlements could adversely affect our results of operations or financial condition.

We and certain of our subsidiaries are currently and may in the future become involved in legal and regulatory proceedings and disputes incidental to the operation of our business or the business operations of previously-owned entities. Our business may be adversely affected by the outcome of these proceedings and other contingencies (including, without limitation, contract claims or other commercial disputes, product liability, product defects, environmental matters, and asbestos-related matters) that cannot be predicted with certainty. Moreover, any insurance or indemnification rights that we may have may be insufficient or unavailable to protect us against the total aggregate amount of losses sustained as a result of such proceedings and contingencies. As required by generally accepted accounting principles in the United States, we establish reserves based on our assessment of contingencies. Subsequent developments in legal proceedings and other events could affect our assessment and estimates of the loss contingency recorded as a reserve and we may be required to make additional material payments, which could have a material adverse impact on our liquidity, results of operations, financial condition, and cash flows. See also Part I, Item 3, "Legal Proceedings," and Part II, Item 8, Consolidated Financial Statements Note 20, "Commitments and Contingencies."

The Aldrich and Murray Chapter 11 cases involve various risks and uncertainties that could have a material effect on us.

Our indirect wholly-owned subsidiaries Aldrich and Murray have each filed a voluntary petition for reorganization under the Bankruptcy Code in the Bankruptcy Court. The goal of these Chapter 11 filings is to resolve equitably and permanently all current and future asbestos-related claims in a manner beneficial to claimants, Aldrich and Murray through court approval of a plan of reorganization that would create a trust pursuant to section 524(g) of the Bankruptcy Code, establish claims resolution procedures for all current and future asbestos-related claims against Aldrich and Murray and channel such claims to the trust for resolution in accordance with those procedures. Such a resolution, if achieved, would likely include a channeling injunction to enjoin asbestos claims resolved in the Chapter 11 cases from being filed or pursued against us or our affiliates. The Chapter 11 cases remain pending as of February 6, 2025.

There are a number of risks and uncertainties associated with these Chapter 11 cases, including, among others, those related to:

- the ability to consummate the agreement in principle reached with the court appointed legal representative of future asbestos claimants (the FCR);
- the outcome of negotiations with the committee representing current asbestos claimants (ACC) and other participants in the Chapter 11 cases, including insurers, concerning the terms of a plan of reorganization, including the size and structure of a potential section 524(g) trust to pay the asbestos liability of Aldrich and Murray and the means for funding that trust, and the risk that the ACC will object to, and the risk that insurers will not support, a plan of reorganization having terms acceptable to Aldrich and Murray;
- the actions of representatives of the asbestos claimants, including the ACC's pursuit of certain causes of action against us, following the Bankruptcy Court's grant of the ACC's motion seeking standing to investigate and pursue certain causes of action at a hearing held on January 27, 2022, and other potential actions by the ACC in opposition to, or otherwise inconsistent with, the efforts by Aldrich and Murray to diligently prosecute the Chapter 11 cases and ultimately seek Bankruptcy Court approval of a plan of reorganization;

- the decisions of the Bankruptcy Court relating to numerous substantive and procedural aspects of the Chapter 11 cases, including in connection with a proceeding by Aldrich and Murray to estimate their aggregate liability for asbestos claims, following the Bankruptcy Court's grant of their motion seeking such a proceeding, and other efforts by Aldrich and Murray to diligently prosecute the Chapter 11 cases and ultimately seek Bankruptcy Court approval of a plan of reorganization, whether such decisions are in response to actions of representatives of the asbestos claimants or otherwise;
- the ultimate determination of the asbestos liability of Aldrich and Murray to be satisfied under a plan of reorganization pursuant to the court-approved estimation proceeding;
- the ability of Aldrich and Murray to obtain the necessary approvals of the Bankruptcy Court or the United States District Court for the Western District of North Carolina (the District Court) of a plan of reorganization;
- the decisions of the appellate courts regarding any orders of the Bankruptcy Court or the District Court that may be appealed, including the Bankruptcy Court's order dated December 28, 2023 denying the motions to dismiss the Chapter 11 cases brought by the ACC and certain individual claimants and any orders of the Bankruptcy Court or District Court approving a plan of reorganization;
- any orders approving a plan of reorganization and issuing the channeling injunction not becoming final and non-appealable;
- the terms and conditions of any plan of reorganization that is ultimately confirmed in the Chapter 11 cases;
- delays in the confirmation or effective date of a plan of reorganization due to factors beyond the Company's control; and
- the risk that the ultimate amount required under any final plan of reorganization may exceed the amounts agreed to with the FCR in the Plan.

The ability of Aldrich and Murray to successfully reorganize and resolve their asbestos liabilities will depend on various factors, including their ability to reach agreements with representatives of the asbestos claimants on the terms of a plan of reorganization that satisfies all applicable legal requirements and to obtain the requisite court approvals of such plan, and remains subject to the risks and uncertainties described above. We cannot ensure that Aldrich and Murray can successfully reorganize, nor can we give any assurances as to the amount of the ultimate obligations under the Funding Agreements or any plan of reorganization, or the resulting impact on our financial condition, results of operations or future prospects. We also are unable to predict the timing of any of the foregoing matters or the timing for a resolution of the Chapter 11 cases, all of which could have an impact on us.

It also is possible that, in the Chapter 11 cases, various parties will be successful in bringing claims against us and other related parties, including by successfully challenging the 2020 corporate restructuring, consolidating entities and/or raising allegations that we are liable for the asbestos-related liabilities of Aldrich and Murray as set forth in certain pleadings filed by the ACC in the Chapter 11 cases. Although we believe we have no such responsibility for liabilities of Aldrich and Murray, except indirectly through our obligation to provide funding to Aldrich and Murray under the terms of the Funding Agreements, we cannot provide assurances that such claims will not be successful.

In sum, the outcome of the Chapter 11 cases is uncertain and there is uncertainty as to what extent we may have to contribute to a section 524(g) trust under the Funding Agreements.

For detailed information on the bankruptcy cases of Aldrich and Murray, see Part I, Item 1, "Business - Asbestos-Related Matters," Part I, Item 3, "Legal Proceedings," Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Significant Matters," and Part II, Item 8, Consolidated Financial Statements, and Note 20, "Commitments and Contingencies."

Risks Related to Cybersecurity and Technology

We are subject to risks relating to our information technology systems.

We rely extensively on information technology systems, some of which are supported by third party vendors including cloud-based systems and managed service providers, to manage and operate our business. We invest in new information technology systems designed to improve our operations. These information technology systems can be damaged, disrupted, compromised, or shut down due to cyber attacks, malware, human error or malfeasance (including by employees), power and utility outages, hardware failures, telecommunication issues, or catastrophes or other unforeseen events. If these systems cease to function properly, if these systems experience security breaches or disruptions or if these systems do not provide the anticipated benefits or if we are unable to commit sufficient resources to maintain and enhance our information technology infrastructure to keep

pace with continuous development in information processing technology, our ability to manage our operations could be impaired, which could have a material adverse impact on our results of operations, financial condition, and cash flows.

Security breaches or disruptions of the technology systems, infrastructure or products of the Company or our vendors could negatively impact our business and financial results.

Our information technology systems, networks, connected services, and infrastructure and technology, including artificial intelligence technology, embedded in certain of our control products have been and are at risk to cyber attacks and unauthorized access. From time to time, vulnerabilities in our products are discovered and updates are made available, but customers are at risk until those updates are applied or other mitigating actions are taken by customers to protect their systems and networks. Like other large companies, certain of our information technology systems and the systems of our vendors have been subject to computer viruses, malicious code, unauthorized access, phishing attempts, denial-of-service attacks and other cyber attacks and we expect that we and our vendors will be subject to similar attacks in the future. We and some of our third-party suppliers have experienced cyber attacks, and, due to the evolving threat landscape, may continue to experience attacks, potentially with more frequency and severity. Certain of our business partners and third-party vendors may be granted access to our confidential information as well as confidential information about our customers, suppliers, employees, and others, which may be compromised by a cyber attack. We continue to make investments and adopt measures designed to enhance our protection, detection, response, and recovery capabilities, and to mitigate potential risks to our technology, products, services and operations from potential cyber attacks.

The methods used to obtain unauthorized access, disable or degrade service, or sabotage information technology systems are constantly changing and evolving. Despite having instituted security policies and enhancing business continuity plans, and implementing and regularly reviewing and updating security controls and related processes and procedures to protect against unauthorized access and requiring similar protections from our vendors, the ever-evolving threats mean we are continually evaluating and adapting our systems and processes and ask our vendors to do the same, and there is no guarantee that such systems and processes will be adequate to safeguard against all data security breaches or misuses of data. Hardware, software, artificial intelligence technology, or applications we develop or obtain from third parties sometimes contain defects in design or deployment or other problems that could unexpectedly result in security breaches or disruptions. Open source software components embedded into certain software that we use have in the past contained vulnerabilities and others may be discovered in the future. Such vulnerabilities can expose our systems to malware or allow unauthorized third-party access to data, including confidential information about our business, customers, dealers, and suppliers; personally identifiable data related to employees, customers, and other business partners; as well as other sensitive matters. While these issues are not specific to our Company, we are required to take action when such vulnerabilities are identified including patching and modification to certain of our products and enterprise systems. To date, there has been no material business impact from such vulnerabilities, but we continue to monitor these issues and our responses are ongoing. Our systems, networks and certain of our control products and those of our vendors are at risk to system damage, cyber attacks, human errors or misconduct, malware, power and utility outages, and other catastrophic events. Any of these incidents could cause significant harm to our business by negatively impacting our business operations, compromising the security of our proprietary information or the personally identifiable information of our customers, employees and business partners which may be subject to privacy and security laws, regulations and other controls. These events potentially expose us to litigation or other legal actions against us or the imposition of penalties, fines, fees or liabilities. Such events could have a material adverse impact on our results of operations, financial condition and cash flows and could damage our reputation which could adversely affect our business. Our insurance coverage may not be adequate to cover all the costs related to a cyber attack or disruptions resulting from such attacks. Customers are increasingly requiring cybersecurity protections and mandating cybersecurity standards in our products, and we may incur additional costs to comply with such demands.

Data privacy and protection laws are evolving and present increasing compliance challenges.

The regulatory environment surrounding data privacy and protection is increasingly demanding, with the frequent imposition of new and changing requirements across businesses and geographic areas. We are required to comply with complex regulations when collecting, transferring and using personal data, which increases our costs, affects our competitiveness and can expose us to substantial fines or other penalties.

Intellectual property infringement claims of others and the inability to protect our intellectual property rights could harm our competitive position.

Our intellectual property (IP) rights are important to our business and include numerous patents, trademarks, copyrights, trade secrets, proprietary technology, technical data, business processes, and other confidential information. Although in aggregate we consider our intellectual property rights to be valuable to our operations, we do not believe that our business is materially dependent on a single intellectual property right or any group of them. In our opinion, engineering, production skills and experience are more responsible for our market position than our patents and/or licenses.

Nonetheless, this intellectual property may be subject to challenge, infringement, invalidation or circumvention by third parties. Despite extensive security measures, our intellectual property may be subject to misappropriation through unauthorized access of our information technology systems, employee theft, or theft by private parties or foreign actors, including those affiliated with or controlled by state actors. Our business and competitive position could be harmed by such events. We also rely on nondisclosure and noncompetition agreements with certain employees, contractors, and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information, or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. Our ability to protect our intellectual property rights by legal recourse or otherwise may be limited, particularly in countries where laws or enforcement practices are inadequate or undeveloped. Our inability to enforce our IP rights under any of these circumstances could have an impact on our competitive position and business.

Risks Related to Regulatory Matters

Our reputation, ability to do business and results of operations could be impaired by improper conduct by any of our employees, agents or business partners.

We are subject to regulation under a wide variety of U.S. federal and state and non-U.S. laws, regulations and policies, including laws related to anti-corruption, anti-human trafficking, anti-bribery including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, export and import compliance, anti-trust, cybersecurity, data privacy, and money laundering, due to our global operations. We cannot provide assurance our internal controls will always protect us from the improper conduct of our employees, agents and business partners. Any violations of law or improper conduct could damage our reputation and, depending on the circumstances, subject us to, among other things, civil and criminal penalties, material fines, equitable remedies (including profit disgorgement and injunctions on future conduct), securities litigation and a general loss of investor confidence, any one of which could have a material adverse impact on our business prospects, financial condition, results of operations, cash flows, and the market value of our stock. We also rely on our suppliers to adhere to our Supplier Code of Conduct, violations of which could adversely affect our business and results of operations, financial condition and cash flows.

Our operations are subject to regulatory risks.

Our U.S. and non-U.S. operations are subject to a number of laws and regulations, including among others, laws related to the environment, commercial trade, technology, and health and safety. We have made, and will be required to continue to make, significant expenditures to comply with these laws and regulations. Any violations of applicable laws and regulations could lead to significant penalties, fines or other sanctions. Changes in current laws and regulations could require us to increase our compliance expenditures, cause us to significantly alter or discontinue offering existing products and services or cause us to develop new products and services. Altering current products and services or developing new products and services to comply with changes in the applicable laws and regulations could require significant research and development investments, increase the cost of providing the products and services and adversely affect the demand for our products and services. The U.S. federal government and various states and municipalities have enacted or may enact legislation intended to deny government contracts to U.S. companies that reincorporate outside of the U.S. or have reincorporated outside of the U.S. or may take other actions negatively impacting such companies. If we are unable to effectively respond to changes to applicable laws and regulations, interpretations of applicable laws and regulations, or comply with existing and future laws and regulations, our competitive position, results of operations, financial condition and cash flows could be materially adversely impacted.

Global climate change and related regulations could negatively affect our business.

Climate change presents immediate and long-term risks to our Company and to our customers, with the risks expected to increase over time, including, among others, acute physical risks (such as flooding, hurricanes, or wildfires) or chronic physical risks (such as droughts, heat waves, or sea level changes). Our products and operations are subject to and affected by environmental regulation by federal, state and local authorities in the U.S. and regulatory authorities with jurisdiction over our international operations, including with respect to the use, storage, and dependence upon refrigerants which are considered greenhouse gases. Refrigerants are essential to many of our products and there is concern regarding the global warming potential of such materials. As such, national, regional and international regulations and policies have been implemented to curtail the use of certain refrigerants. Some of these regulations could have a negative competitive impact on our company by requiring us to make costly changes to our products, or could make some of our existing HVAC and refrigeration products non-compliant or obsolete. As regulations reduce the use and potential availability of the current class of widely used refrigerants, we are developing and selling our next generation products that utilize lower global warming potential solutions. There can be no assurance that climate change or environmental regulation or deregulation will not have a negative competitive impact on our ability to sell our products or that economic returns will match the investment that we are making in new product development. We face increasing complexity related to product design, the availability and use of materials, the associated energy consumption and efficiency related to the use of products, the transportation and shipping of products, climate change regulations, and the reuse, recycling and/or disposal of products and their components at end-of-use or useful life as we adjust to new and future requirements relating to our transition to a more circular economy. There continues to be a lack of consistent climate legislation, which creates economic and regulatory uncertainty. Such regulatory uncertainty extends to future incentives for energy efficient buildings and vehicles and costs of compliance, which may impact the demand for our products, obsolescence of our products and our results of operations.

We are on track with our climate commitment to offer a full line of next generation products by 2030 without compromising safety or energy efficiency. Additionally, in 2019, we announced our 2030 commitment which targets reducing one gigaton – one billion metric tons – of carbon emissions (CO₂e) from our customers' footprint by 2030. While we are committed to pursuing these sustainability objectives, our ability to achieve our sustainability objectives is subject to numerous risks and uncertainties, including increased operation costs and future changes in regulation, and there can be no assurance that we will successfully achieve our commitments. Failure to meet these commitments could result in reputational and other harm to our company. Changes regarding climate risk management and practices may result in higher regulatory, compliance risks and costs.

Risks Related to Our Business Operations

Our business strategy includes acquiring businesses, product lines, technologies and capabilities, plants and other assets, entering into joint ventures and making investments that complement our existing businesses. We also occasionally divest businesses that we own. We may not identify acquisition or joint venture candidates or investment opportunities at the same rate as the past. Acquisitions, dispositions, joint ventures and investments that we identify could be unsuccessful or consume significant resources, which could adversely affect our operating results.

Consistent with our growth strategy, we continue to analyze and evaluate the acquisition and divestiture of strategic businesses and product lines, technologies and capabilities, plants and other assets, joint ventures and investments with the potential to, among other things, strengthen our industry position, enhance our existing set of product and services offerings, increase productivity and efficiencies, grow revenues, earnings and cash flow, help us stay competitive or reduce costs. There can be no assurance that we will identify or successfully complete transactions with suitable candidates in the future, that we will consummate these transactions at rates similar to the past or that completed transactions will be successful. Strategic transactions may involve significant cash expenditures, debt incurrence, operating losses and expenses that could have a material adverse effect on our business, financial condition, results of operations and cash flows. Such transactions involve numerous other risks, including:

- diversion of management time and attention from daily operations;
- difficulties integrating acquired businesses, technologies and personnel into our business, including doing so without high costs;
- difficulties in obtaining and verifying the financial statements and other business and other due diligence information of acquired businesses;
- inability to obtain required regulatory approvals and/or required financing on favorable terms;
- potential loss of key employees, key contractual relationships or key customers of either acquired businesses or our business;

- assumption of the liabilities and exposure to unforeseen or undisclosed liabilities of acquired businesses, and exposure to regulatory sanctions;
- inheriting internal control deficiencies;
- dilution of interests of holders of our common shares through the issuance of equity securities or equity-linked securities; and
- in the case of joint ventures and other investments, interests that diverge from those of our partners without the ability to direct the management and operations of the joint venture or investment in the manner we believe most appropriate to achieve the expected value.

Any acquisitions, divestitures, joint ventures or investments may ultimately harm our business, financial condition, results of operations and cash flows. There are additional risks related to our Reverse Morris Trust transaction, see Part I, Item 1A, "Risk Factors - Risks Related to the Transactions" for more information.

Natural disasters or other unexpected catastrophic events may disrupt our operations, adversely affect our results of operations and financial condition, and may not be fully covered by insurance.

The occurrence of one or more catastrophic events including hurricanes, fires, earthquakes, floods and other forms of severe weather, health epidemics or pandemics or other contagious outbreaks or other catastrophic events, including wars, conflicts, or terrorism in the U.S. or in other countries in which we operate or are located could adversely affect our operations and financial performance. Natural disasters, power outages, health epidemics or pandemics or other contagious outbreaks or other unexpected events, including wars, conflicts, or acts of terrorism, could result in physical damage to and complete or partial closure of one or more of our plants, temporary or long-term disruption of our operations by causing business interruptions, material scarcity, price volatility or supply chain disruptions. Climate change is a risk multiplier with respect to these physical disasters in both frequency and severity and may affect our global business operations as a result. Existing insurance arrangements may not provide full protection for the costs that may arise from such events, particularly if such events are catastrophic in nature or occur in combination. The occurrence of any of these events could increase our insurance and other operating costs or harm our sales in affected areas.

Our business success depends on attracting, developing, and retaining highly qualified talent.

The skills, experience, and industry knowledge of our employees significantly benefit our operations and performance. The market for employees and leaders with certain skills and experiences is very competitive, and difficulty attracting, developing, and retaining members of our management team and key employees could have a negative effect on our business, operating results, and financial condition. Maintaining a positive and inclusive culture and work environment, offering attractive compensation, benefits, and development opportunities, and effectively implementing processes and technology that enable our employees to work effectively and efficiently are important to our ability to attract and retain employees.

Our business may be adversely affected by temporary work stoppages, union negotiations, labor disputes and other matters associated with our labor force.

Certain of our employees are covered by collective bargaining agreements or works councils. We experience from time-to-time temporary work stoppages, union negotiations, labor disputes and other matters associated with our labor force and some of these events could result in significant increases in our cost of labor, impact our productivity or damage our reputation. Additionally, a work stoppage at one of our suppliers could materially and adversely affect our operations if an alternative source of supply were not readily available. Stoppages by employees of our customers could also result in reduced demand for our products.

Risks Relating to Tax Matters

Changes in tax or other laws, regulations or treaties, changes in our status under U.S. or non-U.S. laws or adverse determinations by taxing or other governmental authorities could increase our tax burden or otherwise affect our financial condition or operating results, as well as subject our shareholders to additional taxes.

The taxes associated with our operations and corporate structure could be impacted by changes in tax or other laws, treaties or regulations or the interpretation or enforcement thereof by the U.S. or non-U.S. tax or other governmental authorities. Even after legislation is enacted, further guidance, regulations and technical corrections pertaining to the legislation continue to be issued by the tax authorities, some of which may have retroactive application. We continue to monitor and review new guidance and regulations as they are issued, as any changes could have a material adverse effect on our financial statements. In addition, governmental authorities are actively engaged in formulating new legislative proposals. Any future legislative changes to the tax laws and judicial or regulatory interpretation thereof, the geographic mix of earnings, changes in overall profitability, and other factors could also materially impact our effective tax rate.

We continue to monitor for other tax changes, U.S. (including state and local) and non-U.S. related, which can also adversely impact our overall tax burden. From time to time, proposals have been made and/or legislation has been introduced to change the tax laws, regulations or interpretations thereof of various jurisdictions or limit tax treaty benefits that if enacted or implemented could materially increase our tax burden and/or effective tax rate and could have a material adverse impact on our financial condition and results of operations. Moreover, the Organisation for Economic Co-operation and Development (OECD) framework consisting of an agreed set of international rules for fighting base erosion and profit shifting, including Pillar One and Pillar Two, will adversely impact us as these rules are enacted into law in countries in which we do business. On December 12, 2022, the European Union (EU) Member States agreed in principle on the introduction of a global minimum tax rate (proposed 15% minimum tax rate). On December 18, 2023, Ireland (our parent company jurisdiction) enacted laws related to this minimum tax, effective January 1, 2024. Our effective tax rate has been adversely impacted by these changes; we continue to monitor the effects of proposed and enacted legislative changes, in Ireland and elsewhere.

In addition to the above, the European Commission has been very active in investigating whether various tax regimes or private tax rulings provided by a country to particular taxpayers may constitute State Aid. We cannot predict the outcome of any of these potential changes or investigations in any of the jurisdictions, but if any of the above occurs and impacts us, this could materially increase our tax burden and/or effective tax rate and could have a material adverse impact on our financial condition and results of operations.

While we monitor proposals and other developments that would materially impact our tax burden and/or effective tax rate and investigate our options, we could still be subject to increased taxation on a prospective basis no matter what action we undertake if certain legislative proposals or regulatory changes are enacted, certain tax treaties are amended and/or our interpretation of applicable tax or other laws is challenged and determined to be incorrect. In particular, any changes and/or differing interpretations of applicable tax law that have the effect of disregarding the shareholders' decision to reorganize in Ireland, limiting our ability to take advantage of tax treaties between jurisdictions, modifying or eliminating the deductibility of various currently deductible payments, or increasing the tax burden of operating or being resident in a particular country could subject us to increased taxation.

In addition, tax authorities periodically review tax returns filed by us and can raise issues regarding our filing positions, timing and amount of income or deductions, and the allocation of income among the jurisdictions in which we operate. These examinations on their own, or any subsequent litigation related to the examinations, may result in additional taxes or penalties against us. If the ultimate result of these audits differs from our original or adjusted estimates, they could have a material impact on our tax provision.

Risks Related to our Reverse Morris Trust Transaction

On February 29, 2020 (Distribution Date), we completed our Reverse Morris Trust transaction (the Transaction) with Gardner Denver Holdings, Inc. (Gardner Denver, which changed its name to Ingersoll Rand Inc. (Ingersoll Rand) after the Transaction) whereby we distributed Ingersoll-Rand U.S. HoldCo, Inc., which contained our former Industrial segment (Ingersoll Rand Industrial) through a pro rata distribution (the Distribution) to shareholders of record as of February 24, 2020 (Spin-off Shareholders). Ingersoll Rand Industrial then merged with a wholly-owned subsidiary of Ingersoll Rand. Upon close of the Transaction, the Spin-off Shareholders received approximately 50.1% of the shares of Ingersoll Rand common stock on a fully-diluted basis and Gardner Denver shareholders retained approximately 49.9% of the shares of Ingersoll Rand on a fully diluted basis. As a result, Spin-off Shareholders received 0.8824 shares of Ingersoll Rand common stock with respect to each share of our stock owned as of February 24, 2020. In connection with the Transaction, we received a special cash payment of \$1.9 billion.

If the Distribution as part of our Reverse Morris Trust Transaction is determined to be taxable for Irish tax purposes, significant Irish tax liabilities may arise for the Spin-off Shareholders.

We received an opinion from Irish Revenue regarding certain tax matters associated with the Distribution, as well as a legal opinion from our Irish counsel Arthur Cox LLP, regarding certain Irish tax consequences of the Distribution for the Spin-off Shareholders. For the Spin-off Shareholders who are not resident or ordinarily resident in Ireland for Irish tax purposes and who do not hold their shares in connection with a trade or business carried on by such Spin-off Shareholders through an Irish branch or agency, we consider, based on both opinions taken together, that no adverse Irish tax consequences for such Spin-off Shareholders should have arisen. These opinions relied on certain facts and assumptions and certain representations. Notwithstanding the opinion from Irish Revenue, Irish Revenue could ultimately determine on audit that the Distribution is taxable for Irish tax purposes, for example, if it determines that any of these facts, assumptions or representations are not correct or have been violated. A legal opinion represents the tax adviser's best legal judgment and is not binding on Irish Revenue or the courts and Irish Revenue or the courts may not agree with the legal opinion. In addition, the legal opinion is based on current law and cannot be relied upon if current law changes with retroactive effect. If the Distribution ultimately is determined to be taxable for Irish tax purposes, we and the Spin-off Shareholders could have significant Irish tax liabilities as a result of the

Distribution, and there could be a material adverse impact on our business, financial condition, results of operations and cash flows in future reporting periods.

If the Distribution together with certain related transactions do not qualify as tax-free under Sections 355 and 368(a) of the Internal Revenue Code, including as a result of subsequent acquisitions of stock of the Company or Ingersoll Rand, then the Company and the Spin-off Shareholders may be required to pay substantial U.S. federal income taxes, and Ingersoll Rand may be obligated to indemnify the Company for such taxes imposed on the Company.

At the time of the Distribution, we received an opinion from our U.S. tax counsel Paul, Weiss, Rifkind, Wharton & Garrison LLP (Paul Weiss) substantially to the effect that, for U.S. federal income tax purposes, the Distribution together with certain related transactions undertaken in anticipation of the Distribution and taking into account the merger of Ingersoll Rand Industrial with the wholly-owned subsidiary of Ingersoll Rand will qualify as a tax-free transaction under Sections 368(a), 361 and 355 of the Internal Revenue Code (the Code), with the result that we and the Spin-off Shareholders will not recognize any gain or loss for U.S. federal income tax purposes as a result of the spin-off. The opinion of our counsel was based on, among other things, certain representations and assumptions as to factual matters made by Ingersoll Rand, Ingersoll Rand Industrial and the Company. The failure of any factual representation or assumption to be true, correct and complete in all material respects could adversely affect the validity of the opinion of counsel. An opinion of counsel represents counsel's best legal judgment, is not binding on the Internal Revenue Service (IRS) or the courts, and the IRS or the courts may not agree with the opinion. In addition, an opinion will be based on current law, and cannot be relied upon if current law changes with retroactive effect. If the Distribution, and/or related internal transactions in anticipation of the Distribution ultimately are determined to be taxable, we could incur significant U.S. federal income tax liabilities, which could cause a material adverse impact on our business, financial condition, results of operations and cash flows in future reporting periods, although if this determination resulted from certain actions taken by Ingersoll Rand Industrial or Ingersoll Rand, Ingersoll Rand would be required to bear the cost of any resultant tax liability pursuant to the terms of the Tax Matters Agreement dated February 29, 2020, among Ingersoll-Rand Plc, Ingersoll-Rand Lux International Holding Company S.à r.l, Ingersoll-Rand Services Company, Ingersoll-Rand U.S. HoldCo, Inc., and Gardner Denver Holdings, Inc. (Tax Matters Agreement).

The Distribution will be taxable to the Company pursuant to Section 355(e) of the Code if there is a 50% or greater change in ownership of either the Company or Ingersoll Rand Industrial, directly or indirectly (including through such a change in ownership of Ingersoll Rand), as part of a plan or series of related transactions that include the Distribution. A Section 355(e) change of ownership would not make the Distribution taxable to the Spin-off Shareholders, but instead may result in corporate-level taxable gain to certain of our subsidiaries. Because the Spin-off Shareholders will collectively be treated as owning more than 50% of the Ingersoll Rand common stock following the merger, the merger alone should not cause the Distribution to be taxable to our subsidiaries under Section 355(e). However, Section 355(e) might apply if other acquisitions of stock of the Company before or after the merger, or of Ingersoll Rand before or after the merger, are considered to be part of a plan or series of related transactions that include the Distribution together with certain related transactions. If Section 355(e) applied, certain of our subsidiaries might recognize a very substantial amount of taxable gain, although if this applied as a result of certain actions taken by Ingersoll Rand Industrial, Ingersoll Rand or certain specified Ingersoll Rand stockholders, Ingersoll Rand would be required to bear the cost of any resultant tax liability under Section 355(e) pursuant to the terms of the Tax Matters Agreement.

If the merger does not qualify as a tax-free reorganization under Section 368(a) of the Code, the Spin-off Shareholders may be required to pay substantial U.S. federal income taxes.

On the Distribution Date, we have received an opinion from Paul Weiss, and Ingersoll Rand received an opinion from their counsel Simpson Thacher & Bartlett LLP, substantially to the effect that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code with the result that U.S. holders of Ingersoll Rand Industrial common stock who received Ingersoll Rand common stock in the merger will not recognize any gain or loss for U.S. federal income tax purposes (except with respect to cash received in lieu of fractional shares of Ingersoll Rand common stock). These opinions were based upon, among other things, certain representations and assumptions as to factual matters made by Ingersoll Rand, the Company, Ingersoll Rand Industrial and the merger subsidiary used by Ingersoll Rand. The failure of any factual representation or assumption to be true, correct and complete in all material respects could adversely affect the validity of the opinions. An opinion of counsel represents counsel's best legal judgment, is not binding on the IRS or the courts, and the IRS or the courts may not agree with the opinion. In addition, the opinions are based on current law, and cannot be relied upon if current law changes with retroactive effect. If the merger were taxable, U.S. holders of the common stock of Ingersoll Rand Industrial would be considered to have made a taxable sale of their Ingersoll Rand Industrial common stock to Ingersoll Rand, and such U.S. holders of Ingersoll Rand Industrial would generally recognize taxable gain or loss on their receipt of Ingersoll Rand common stock in the merger.

Risks Related to Our Irish Domicile

Irish law differs from the laws in effect in the United States and may afford less protection to holders of our securities.

The United States currently does not have a treaty with Ireland providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As such, there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on U.S. federal or state civil liability laws, including the civil liability provisions of the U.S. federal or state securities laws, or hear actions against us or those persons based on those laws.

As an Irish company, we are governed by the Irish Companies Act, which differs in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions, indemnification of directors and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of our securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the United States. In addition, Irish law does not allow for any form of legal proceedings directly equivalent to the shareholder class action available in the United States.

Irish law allows shareholders to authorize share capital which then can be issued by a board of directors without shareholder approval. Also, subject to specified exceptions, Irish law grants statutory pre-emptive rights to existing shareholders to subscribe for new issuances of shares for cash but allows shareholders to authorize the waiver of the statutory pre-emptive rights with respect to any particular allotment of shares. Under Irish law, we must have authority from our shareholders to issue any shares, including shares that are part of the Company's authorized but unissued share capital. In addition, unless otherwise authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders or are otherwise limited by the terms of our authorizations, our ability to issue shares or otherwise raise capital could be adversely affected.

Dividends and share repurchases are subject to uncertainty and could be modified, accelerated, or discontinued, which could affect the price of our common stock.

Quarterly cash dividends are an important component of our capital allocation strategy, which we have historically funded primarily with operating free cash flow. Although we expect to pay a competitive and growing dividend, we are not required to pay any dividend and our dividend may be discontinued, accelerated, suspended or delayed at any time without prior notice. Furthermore, the amount of such dividends may be changed, and the amount, timing and frequency of such dividends may vary from historical practice or from our stated expectations. In addition, although our Board of Directors has granted us authority to repurchase our shares under a share repurchase program, we are not required to repurchase any shares, and any previous share repurchases do not necessarily denote our expectations of future share repurchases. Important factors that could cause us to discontinue, limit, suspend, increase or delay our quarterly cash dividends or share repurchase program include market conditions, the market price of our common stock, the nature and timing of other investment and acquisition opportunities, changes in our business strategy, the terms of our financing arrangements, our outlook as to the ability to obtain financing at attractive rates, the impact on our credit ratings, changes in tax laws, and appropriate liquidity.

Dividends received by our shareholders may be subject to Irish dividend withholding tax.

In certain circumstances, we are required to deduct Irish dividend withholding tax (currently at the rate of 25%) from dividends paid to our shareholders. In the majority of cases, shareholders resident in the United States will not be subject to Irish withholding tax, and shareholders resident in a number of other countries will not be subject to Irish withholding tax provided that they complete certain Irish dividend withholding tax forms. However, some shareholders may be subject to withholding tax, which could have an adverse impact on the price of our shares.

Dividends received by our shareholders could be subject to Irish income tax.

Dividends paid in respect of our shares will generally not be subject to Irish income tax where the beneficial owner of these dividends is exempt from dividend withholding tax, unless the beneficial owner of the dividend has some connection with Ireland other than his or her shareholding in Trane Technologies plc.

Our shareholders who receive their dividends subject to Irish dividend withholding tax will generally have no further liability to Irish income tax on the dividends unless the beneficial owner of the dividend has some connection with Ireland other than his or her shareholding in Trane Technologies plc.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 1C. CYBERSECURITY

We maintain a cybersecurity program and framework as set forth in our cybersecurity policies and standards. The foundation of our cybersecurity program is based on the National Institute of Standards and Technology ("NIST") Cybersecurity Framework, which includes a set of controls to prevent, detect, and respond to cybersecurity threats and incidents. These controls include constant monitoring, log collection and analysis, threat hunting and intelligence surveillance, and regular vulnerability scans/penetration tests. Additionally, in furtherance of assessing, identifying and managing material cybersecurity risks, we:

- Leverage technology solutions, including proactive detection tools, to protect our assets and detect threats in our environment;
- Perform regular internal assessments of our cybersecurity program against the NIST Cybersecurity Framework. The results of these assessments are then reviewed and, based on such findings, action plans are developed and progress tracked through completion;
- Analyze both internal and external cybersecurity incidents and related threat intelligence to determine applicability to our environment and industry. Findings from such analyses are then reviewed and utilized to create action plans where applicable and relevant to our environment and industry;
- Maintain an enterprise-wide disaster recovery governance program, which includes cybersecurity-related disaster recovery standards and compliance procedures related thereto;
- Regularly perform cybersecurity-related disaster recovery testing to ensure that the Company's mission-critical systems are recoverable, in support of the business continuity needs of our various business lines;
- Maintain an operational technology (OT) security program to address cyber risks that are inherent and unique to our industry and manufacturing environment;
- Maintain a centralized product security program that unifies company-wide strategy to ensure our customer-facing products and services are secure by design; and
- Integrate each of our business and corporate groups with our internal cybersecurity team to ensure cybersecurity requirements are embedded into operating environments as appropriate, which drives business strategies, budgeting, and similar processes. In addition, senior and executive management, as well as our Board of Directors, regularly review our financial planning processes for these areas, inclusive of our cybersecurity programs.

Any changes or additions to our cybersecurity program and related practices and procedures described above in response to cybersecurity needs are reviewed by our executive management, Board of Directors and Audit Committee.

We regularly engage independent third-parties and auditors to assess our cybersecurity program and practices and assist in the mitigation of risk. The effectiveness of our cybersecurity environment is regularly tested by internal personnel and these third-parties. These assessments are performed in connection with standards and requirements under the Payment Card Industry (PCI) data security standard, Sarbanes-Oxley Act (SOX), and the U.S. Department of Defense, cybersecurity capability maturity benchmarking and voluntary certifications by us, such as the Service Organization Control Type 2 (SOC 2). The results of these audits and assessments are promptly reviewed and enhancements are made to our cybersecurity program and practices based on such findings as appropriate. We also maintain a cybersecurity third party risk management program which evaluates third parties that either host or have access to our data and/or systems to ensure that they are aligned with our security requirements. The program includes initial review, ongoing monitoring and contractual agreements with cybersecurity requirements to ensure third party services meet our standards for such providers, and the cybersecurity risks associated with the use of these services is acceptable.

Like other comparable-sized companies, our information technology systems, networks and infrastructure and technology embedded in certain of our control products have been and may continue to be vulnerable to cyber-attacks and unauthorized security intrusions. These types of attacks may include computer viruses, malicious code, unauthorized access, phishing attempts, denial-of-service attacks, among others. For more information about these and other cybersecurity risks faced by us, see Part IA, Item 1A, "Risk Factors - Risks Related to Cybersecurity and Technology."

Our Board of Directors has ultimate oversight for risks relating to our cybersecurity program and practices and receives regular updates from our internal cybersecurity team on cybersecurity risks and threats. In addition, our Audit Committee provides Board-level oversight for management's actions with respect to practices, procedures and controls used to identify, assess and manage our key cybersecurity programs and risks. We also maintain an Enterprise Risk Intelligence Committee (ERIC), a management-level cross-functional group designed to monitor and mitigate risks, including cybersecurity risks, that pose a threat to our strategic objectives. The ERIC is charged with providing guidance and direction for integrating enterprise risk

intelligence with important business processes, such as strategic planning, business forecasting, operational management, and investment allocation to ensure consistent consideration of risks in decision making. Finally, we maintain an Enterprise Cybersecurity Governance Committee that presents updates on cybersecurity initiatives, known and emerging issues and risks, and program updates to a cross-section of our senior management.

Item 2. PROPERTIES

As of December 31, 2024, we owned or leased approximately 30 million square feet of space worldwide. Manufacturing and assembly operations are principally conducted in 36 plants across the world. We also maintain various warehouses, offices, technology centers, and repair centers throughout the world. The majority of our plant facilities are owned by us with the remainder under long-term lease arrangements. We believe that our plants have been well maintained, are generally in good condition and are suitable for conducting our business.

The locations of our principal plant facilities, by segment, at December 31, 2024 were as follows:

Americas	EMEA	Asia Pacific
Arecibo, Puerto Rico	Barcelona, Spain	Bangkok, Thailand
Charlotte, North Carolina	Bari, Italy	Taichang, China
Clarksville, Tennessee	Charmes, France	Wujiang, China
Columbia, South Carolina	Conselve, Italy	Zhongshan, China
Fort Smith, Arkansas	Essen, Germany	
Fremont, Ohio	Galway, Ireland	
Grand Rapids, Michigan	Golbey, France	
Greenville, South Carolina	Jettingen-Scheppach, Germany	
Hastings, Nebraska	King Abdullah Economic City, Saudi Arabia	
La Crosse, Wisconsin	Kolin, Czech Republic	
Lynn Haven, Florida	Tribano, Italy	
Monterrey, Mexico	Wittenberg, Germany	
Noblesville, Indiana		
Pueblo, Colorado		
Rushville, Indiana		
St. Paul, Minnesota		
Trenton, New Jersey		
Tyler, Texas		
Vidalia, Georgia		
Waco, Texas		

Item 3. LEGAL PROCEEDINGS

In the normal course of business, we are involved in a variety of lawsuits, claims and legal proceedings, commercial and contract disputes, employment matters, product liability and product defect claims, asbestos-related claims, environmental liabilities, intellectual property disputes, and tax-related matters. In our opinion, pending legal matters are not expected to have a material adverse impact on our results of operations, financial condition, liquidity or cash flows.

The most significant litigation facing the Company is the asbestos-related bankruptcy cases of Aldrich and Murray. For detailed information on the bankruptcy cases of Aldrich and Murray, see Part I, Item 1, "Business - Asbestos-Related Matters," Part I, Item 1A, "Risk Factors - Risks Related to Litigation," Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Significant Matters," Part II, Item 8, Consolidated Financial Statements, and Note 20, "Commitments and Contingencies."

Item 4. MINE SAFETY DISCLOSURES

None.

PART II**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Information regarding the principal market for our ordinary shares and related shareholder matters is as follows:

Our ordinary shares are traded on the New York Stock Exchange under the symbol TT. As of January 31, 2025, the approximate number of record holders of ordinary shares was 2,171.

Issuer Purchases of Equity Securities

The following table provides information with respect to purchases of our ordinary shares during the quarter ended December 31, 2024:

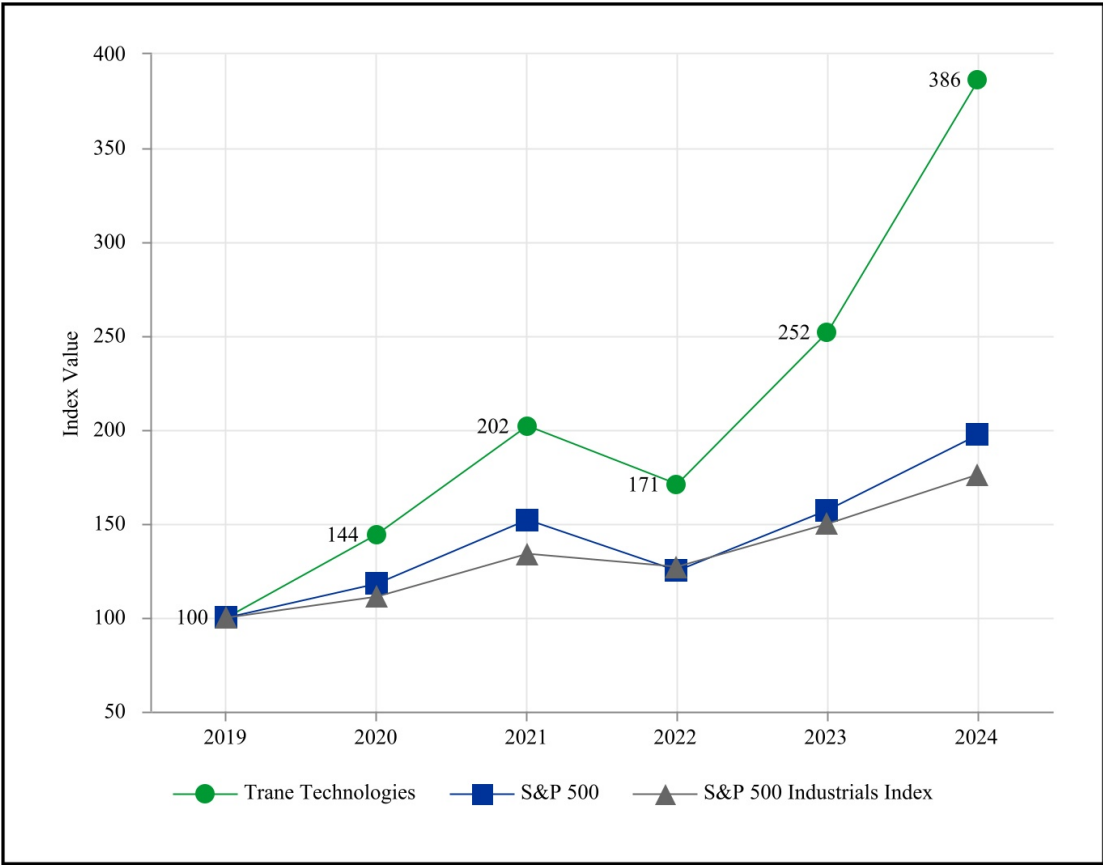
Period	Total number of shares purchased (000's) (a) (b)	Average price paid per share (a) (b)	Total number of shares purchased as part of program (000's) (a)	Approximate dollar value of shares still available to be purchased under the program (\$000's) (a)
October 1 - October 31	266.8	\$ 393.81	266.0	\$ 1,499,772
November 1 - November 30	354.6	402.91	354.6	1,356,912
December 1 - December 31	268.0	400.06	267.8	1,249,772
Total	889.4	\$ 399.32	888.4	

(a) Share repurchases are made from time to time in accordance with management's capital allocation strategy, subject to market conditions and regulatory requirements. Repurchases occur in the open market or through one or more other public or private transactions pursuant to plans complying with Rules 10b5-1 under the Exchange Act. In February 2022, our Board of Directors authorized the repurchase of up to \$3.0 billion of our ordinary shares (2022 Authorization) and in December 2024, our Board of Directors authorized the repurchase of up to an additional \$5.0 billion of our ordinary shares (2024 Authorization) upon the completion of the 2022 Authorization. During the fourth quarter of 2024, we repurchased approximately \$355 million of our ordinary shares, consistent with our capital allocation strategy, leaving \$1.2 billion remaining under the 2022 Authorization and \$5.0 billion remaining under the 2024 Authorization.

(b) We may also reacquire shares outside of the repurchase program from time to time in connection with the surrender of shares to cover taxes on vesting of share-based awards. We reacquired 791 shares in October, 14 shares in November, and 168 shares in December in transactions outside the repurchase programs.

Performance Graph

The following graph compares the cumulative total shareholder return on our ordinary shares with the cumulative total return on (i) the Standard & Poor's 500 Stock Index and (ii) the Standard & Poor's 500 Industrial Index for the five years ended December 31, 2024. The graph assumes an investment of \$100 in our ordinary shares, the Standard & Poor's 500 Stock Index and the Standard & Poor's 500 Industrial Index on December 31, 2019 and assumes the reinvestment of dividends.



Company/Index	2019	2020	2021	2022	2023	2024
Trane Technologies	100	144	202	171	252	386
S&P 500	100	118	152	125	157	197
S&P 500 Industrials Index	100	111	134	127	150	176

Item 6. [Reserved]

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from the results discussed in the forward-looking statements. Factors that might cause a difference include, but are not limited to, those discussed under Item 1A. Risk Factors in this Annual Report on Form 10-K. The following section is qualified in its entirety by the more detailed information, including our financial statements and the notes thereto, which appears elsewhere in this Annual Report.

This section discusses 2024 and 2023 significant items affecting our consolidated operating results, financial condition and liquidity and provides a year-to-year comparison between 2024 and 2023. Discussions of 2022 significant items and year-to-year comparisons between 2023 and 2022 have been excluded in this Form 10-K and can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for year ended December 31, 2023.

Overview

Organizational

Trane Technologies plc is a global climate innovator. We bring sustainable and efficient solutions to buildings, homes and transportation through our strategic brands, Trane® and Thermo King®, and our environmentally responsible portfolio of products, services and connected intelligent controls.

2030 Sustainability Commitments

Our commitment to sustainability extends to the environmental and social impacts of our people, operations, products and services. We have announced ambitious 2030 Sustainability Commitments, including our Gigaton Challenge to reduce customers' carbon emissions by a billion metric tons through sustainable products and services. We are also Leading by Example as we work toward carbon-neutral operations, zero waste-to-landfill and net positive water use in water-stressed locations. We also committed to reducing embodied carbon in our products by 40%, while also designing products for circularity. Our 2030 emissions reduction targets have been validated by the Science Based Targets Initiative (SBTi), and we are one of very few companies worldwide with validated 2050 net-zero targets. Finally, our Opportunity for All commitment focuses on investing in our people and our uplifting and inclusive culture, and broadening access to Science, Technology, Engineering and Math (STEM) education and careers in our communities.

Recent Acquisitions

During the third quarter of 2024, we completed acquisitions of two businesses. One acquisition is a Commercial HVAC distributor with sales and service business in the United States. The second acquisition is a technology-focused acquisition that expands the Company's product offerings in the Transport Refrigeration business. The results of both acquisitions are reported within the Americas segment.

The Company completed the acquisition of two businesses in January 2025. One acquisition is a Commercial HVAC distributor with sales and service business in Belgium and Luxembourg. The results of the acquisition will be reported within the EMEA segment. The second acquisition is a building management platform for HVAC optimization, using advanced artificial intelligence technologies. The results of the acquisition will be reported within the Americas segment. The results of the acquisitions will be included in our consolidated financial statements from the date of the acquisitions.

Significant Matters

Reorganization of Aldrich and Murray

On June 18, 2020 (Petition Date), our indirect wholly-owned subsidiaries, Aldrich and Murray each filed a voluntary petition for reorganization under the Bankruptcy Code. As a result of the Chapter 11 filings, all asbestos-related lawsuits against Aldrich and Murray have been stayed due to the imposition of a statutory automatic stay applicable in Chapter 11 bankruptcy cases. Only Aldrich and Murray have filed for Chapter 11 relief. Neither Aldrich's wholly-owned subsidiary, 200 Park, Murray's wholly-owned subsidiary, ClimateLabs, nor the Trane Companies are part of the Chapter 11 filings.

The goal of these Chapter 11 filings is to resolve equitably and permanently all current and future asbestos-related claims in a manner beneficial to claimants, Aldrich and Murray through court approval of a plan of reorganization that would create a trust pursuant to section 524(g) of the Bankruptcy Code, establish claims resolution procedures for all current and future asbestos-related claims against Aldrich and Murray and channel such claims to the trust for resolution in accordance with those procedures.

Aldrich and its wholly-owned subsidiary 200 Park and Murray and its wholly-owned subsidiary ClimateLabs were deconsolidated as of the Petition Date and their respective assets and liabilities were derecognized from our Consolidated Financial Statements.

In 2021, Aldrich and Murray reached an agreement in principle with the court-appointed legal representative of future asbestos claimants (the FCR) and filed a motion to create a \$270.0 million trust intended to constitute a "qualified settlement fund" within the meaning of the Treasury Regulations under Section 468B of the Internal Revenue Code (QSF). On January 27, 2022, the Bankruptcy Court granted the request to fund the QSF, which was funded on March 2, 2022, resulting in an operating cash outflow of \$270.0 million reported in our Consolidated Statements of Cash Flows, of which \$91.8 million was allocated to continuing operations and \$178.2 million was allocated to discontinued operations for the year ended December 31, 2022.

On April 6, 2023, certain individual claimants filed a motion to dismiss the Chapter 11 cases (Claimant Motion to Dismiss). Subsequently, on May 15, 2023, the committee representing current asbestos claimants (the ACC) filed its own motion to dismiss the Chapter 11 cases (ACC Motion to Dismiss, and, together with the Claimant Motion to Dismiss, the Motions to Dismiss). Aldrich, Murray and the FCR filed responses in opposition to the Motions to Dismiss, and the Company filed papers joining in Aldrich and Murray's opposition. A hearing on the Motions to Dismiss was held on July 14, 2023. On December 28, 2023, the Bankruptcy Court entered an order denying the Motions to Dismiss. On January 11, 2024, the ACC and the individual claimants filed motions with the United States District Court for the District of North Carolina (the District Court) seeking leave to appeal the order denying the Motions to Dismiss (Motions for Leave to Appeal) and to certify the appeals directly to the Court of Appeals for the Fourth Circuit. At a hearing on February 9, 2024, the Bankruptcy Court granted the motions to certify direct appeals to the Fourth Circuit. On April 17, 2024, the Fourth Circuit entered an order denying the petitions for direct appeal. On May 1, 2024, the ACC and the individual claimants filed petitions with the Fourth Circuit seeking rehearing *en banc*. Aldrich and Murray opposed the petitions and the Fourth Circuit denied the petitions by order dated May 15, 2024. On May 28, 2024, Aldrich and Murray filed their response with the District Court in opposition to the Motions for Leave to Appeal. The FCR filed its response to the Motions for Leave to Appeal on May 29, 2024. The ACC and the individual claimants filed their replies in support of the Motions for Leave to Appeal on June 11, 2024.

On January 23, 2023, an individual claimant filed a motion to lift the automatic order to pursue its asbestos suit against Aldrich and Murray notwithstanding the Chapter 11 cases (the Stay Relief Motion). Aldrich and Murray, the FCR, and certain non-debtor affiliates each opposed the Stay Relief Motion. The Bankruptcy Court denied the Stay Relief Motion after holding a hearing on March 30, 2023. The Bankruptcy Court entered an order memorializing its March oral ruling on November 13, 2024. The individual claimant filed a notice with the Bankruptcy Court appealing the order denying the Stay Relief Motion to the District Court on November 27, 2024.

It is not possible to predict how the District Court will rule on these pending motions, whether an appellate court will affirm or reverse the Bankruptcy Court orders denying the Motions to Dismiss and the Stay Relief Motion, whether the Bankruptcy Court will approve the terms of the Plan, what the extent of the asbestos liability will be or how long the Chapter 11 cases will last. The Chapter 11 cases remain pending as of February 6, 2025.

For detailed information on the bankruptcy cases of Aldrich and Murray, see Part I, Item 1, "Business - Asbestos-Related Matters," Part I, Item 1A, "Risk Factors - Risks Related to Litigation," Part I, Item 3, "Legal Proceedings," and Part II, Item 8, Consolidated Financial Statements, and Note 20, "Commitments and Contingencies."

Trends and Economic Events

We are a global corporation with worldwide operations. As a global business, our operations are affected by worldwide, regional and industry-specific economic factors as well as geopolitical, environmental and social factors wherever we operate or do business. Our geographic diversity and the breadth of our products and services portfolios have helped mitigate the impact of any one industry or the economy of any single country on our consolidated operating results.

Given our broad range of products manufactured and geographic markets served, management uses a variety of factors to predict the outlook for the Company. We monitor key competitors and customers in order to gauge relative performance and the outlook for the future. We regularly perform detailed evaluations of the different market segments we serve to proactively detect trends and to adapt our strategies accordingly, including potential triggers and actions to be taken under recessionary scenarios. In addition, we believe our backlog and order levels are indicative of future revenue and thus are a key measure of anticipated performance.

We expect conditions to remain mixed across our served end markets and geographies. Overall Commercial HVAC markets in Americas and EMEA remain strong due to demand for our differentiated customer driven solutions and the benefits of installing energy efficient products and decarbonizing the built environment. In Asia, markets are more dynamic, with weak macro-economic conditions driving soft demand in China and more stable macro-economic conditions driving modest demand in the rest of Asia. Transport refrigeration markets are experiencing lower demand as freight rates remain low, particularly in the United States. Residential markets in the United States have improved in 2024 but are undergoing a regulatory transition which could bring short-term variation in demand, and uncertainties remain from economic risks and higher interest rates.

We continue to see material and wage inflation impact our cost structure. Our performance may be impacted by future developments that are uncertain. Geopolitical risks and macroeconomic events could cause disruptions to operations, supply chains, end markets, financial markets and overall economic conditions which could negatively impact our business.

We believe we have a solid foundation of global brands that are highly differentiated in all of our major product lines. Our geographic mix, diversity of our portfolio, and our large installed product base, provide growth opportunities from replacement demand and within our service revenue streams. Additionally, we are investing substantial resources to innovate and develop new products and services which we expect to drive future growth.

Results of Operations

Non-GAAP Financial Measures

Organic Revenue

We define organic revenue as net revenues adjusted for the impact of currency, acquisitions and divestitures. Organic revenue is not defined under U.S. Generally Accepted Accounting Principles (GAAP) and may not be comparable to similarly-titled measures used by other companies and should not be considered a substitute for revenue as determined in accordance with GAAP. Selected references are made to revenue growth on an organic basis so that certain financial results can be viewed without the impacts of fluctuations in foreign currency rates and acquisitions, thereby providing comparisons of operating performance from period to period of the business that we have owned during both periods presented. We believe organic revenue growth provides investors with useful supplemental information about our revenues in both periods presented.

Segment Adjusted EBITDA

We define Segment Adjusted EBITDA as net earnings excluding interest expense, income taxes, depreciation and amortization, restructuring, non-cash adjustments for contingent consideration, merger and acquisition-related costs, unallocated corporate expenses, discontinued operations and other non-recurring items. Segment Adjusted EBITDA, and ratios based on it, are used in the development of annual operating plans, including capital expenditure and operational budgets, and in measuring performance against targets for purposes of incentive compensation. Segment Adjusted EBITDA also provides a useful tool for assessing the operating performance and comparability between periods and our ability to generate cash because it excludes the impact of certain non-cash or non-recurring items that can vary significantly from period to period. Segment Adjusted EBITDA is not defined under GAAP and may not be comparable to similarly-titled measures used by other companies and should not be considered a substitute for net earnings or other results as determined in accordance with GAAP.

Segment Adjusted Operating Income

We define Segment Adjusted Operating Income as operating income adjusted to exclude restructuring costs, merger and acquisition-related costs, non-cash adjustments for contingent consideration and other non-recurring items. Segment Adjusted Operating Income, and ratios based on it, are used to provide a comprehensive view of segment profitability and evaluate efficient returns on assets. Segment Adjusted Operating Income also provides a useful tool for assessing the comparability between periods because it eliminates non-recurring items that can vary from period to period. Segment Adjusted Operating Income is not defined under GAAP and may not be comparable to similarly-titled measures used by other companies and should not be considered a substitute for net earnings or other results as determined in accordance with GAAP.

Year Ended December 31, 2024 Compared to the Year Ended December 31, 2023 - Consolidated Results

<i>Dollar amounts in millions</i>	2024	2023	Period Change	2024 % of revenues	2023 % of revenues
Net revenues	\$ 19,838.2	\$ 17,677.6	\$ 2,160.6		
Cost of goods sold	(12,757.7)	(11,820.4)	(937.3)	64.3%	66.9%
Gross profit	7,080.5	5,857.2	1,223.3	35.7%	33.1%
Selling and administrative expenses	(3,580.4)	(2,963.2)	(617.2)	18.1%	16.7%
Operating income	3,500.1	2,894.0	606.1	17.6%	16.4%
Interest expense	(238.4)	(234.5)	(3.9)		
Other income/(expense), net	(19.9)	(92.2)	72.3		
Earnings before income taxes	3,241.8	2,567.3	674.5		
Provision for income taxes	(627.6)	(498.4)	(129.2)		
Earnings from continuing operations	2,614.2	2,068.9	545.3		
Discontinued operations, net of tax	(24.7)	(27.2)	2.5		
Net earnings	\$ 2,589.5	\$ 2,041.7	\$ 547.8		

Net Revenues

Net revenues for the year ended December 31, 2024 increased by 12.2%, or \$2,160.6 million, compared with the same period of 2023.

The components of the period change were as follows:

Volume	9.4 %
Pricing	2.3 %
Organic revenue ⁽¹⁾	11.7 %
Acquisitions	1.0 %
Currency translation	(0.5)%
Total	12.2 %

⁽¹⁾ Represents a non-GAAP measure. For more information, see "Non-GAAP Financial Measures."

The increase in *Net revenues* was primarily driven by higher volumes as a result of stronger end-customer demand within our Americas and EMEA segments, realization of price increases and incremental revenue from acquisitions, partially offset by an unfavorable impact from foreign currency translation. Refer to "Results by Segment" below for a discussion of *Net revenues* by segment.

Gross Profit Margin

Gross profit margin for the year ended December 31, 2024 increased 260 basis points to 35.7% compared to 33.1% for the same period of 2023 primarily due to gross productivity and price realization, partially offset by inflation.

Selling and Administrative Expenses

Selling and administrative expenses for the year ended December 31, 2024 increased by 20.8%, or \$617.2 million, compared with the same period of 2023. The increase in *Selling and administrative expenses* was primarily driven by an increase in human capital costs related to investing in our people, higher sales commissions, incremental selling and administrative expenses of acquired businesses and higher levels of business reinvestment. Additionally, non-cash adjustments to contingent consideration reduced *Selling and administrative expenses* for the years ended December 31, 2024 and December 31, 2023 by \$25.0 million and \$49.3 million, respectively. *Selling and administrative expenses* as a percentage of *Net revenues* for the year ended December 31, 2024 increased 140 basis points from 16.7% to 18.1%.

Interest Expense

Interest expense for the year ended December 31, 2024 increased by 1.7% or \$3.9 million compared with the same period of 2023 primarily due to the issuance of \$500 million of 5.100% Senior Notes due in 2034. The increase in interest expense was partially offset by an increase in interest income from short-term investments purchased with proceeds from the debt issuance, which is reported in *Other (income)/expense, net*. We had no commercial paper outstanding as of December 31, 2024.

Provision for Income Taxes

The 2024 effective tax rate was 19.4% which was lower than the U.S. Statutory rate of 21% due to excess tax benefits from employee share-based payments and earnings in non-U.S. jurisdictions, which, in aggregate have a lower effective tax rate, and includes the impact of the Organisation for Economic Co-operation and Development (OECD) tax reform initiative (Pillar Two), partially offset by U.S. state and local taxes. Revenues from non-U.S. jurisdictions accounted for approximately 26% of our total 2024 revenues, such that a material portion of our pretax income was earned and taxed outside the U.S. at rates up to 38%. When comparing the results of multiple reporting periods, among other factors, the mix of earnings between U.S. and foreign jurisdictions can cause variability in our overall effective tax rate.

The 2023 effective tax rate was 19.4% which was lower than the U.S. Statutory rate of 21% due to a \$30.3 million reduction in valuation allowances primarily related to deferred tax assets associated with both foreign tax credits and operations of international subsidiaries. Additional items that impact the effective tax rate are excess tax benefits from employee share-based payments and earnings in non-U.S. jurisdictions, which in aggregate have a lower effective tax rate offset by an impairment of an equity investment, and U.S. state and local taxes. Revenues from non-U.S. jurisdictions accounted for approximately 28% of our total 2023 revenues, such that a material portion of our pretax income was earned and taxed outside the U.S. at rates up to 38%. When comparing the results of multiple reporting periods, among other factors, the mix of earnings between U.S. and foreign jurisdictions can cause variability in our overall effective tax rate.

Year Ended December 31, 2024 Compared to the Year Ended December 31, 2023 - Segment Results

We operate under three reportable segments designed to create deep customer focus and relevance in markets around the world. Intercompany sales between segments are immaterial.

- Our Americas segment innovates for customers in North America and Latin America. The Americas segment encompasses commercial heating, cooling and ventilation systems, building controls and solutions, and energy services and solutions; residential heating and cooling; and transport refrigeration systems and solutions.
- Our EMEA segment innovates for customers in the Europe, Middle East and Africa region. The EMEA segment encompasses heating, cooling and ventilation systems, services and solutions for commercial buildings, and transport refrigeration systems and solutions.
- Our Asia Pacific segment innovates for customers throughout the Asia Pacific region. The Asia Pacific segment encompasses heating, cooling and ventilation systems, services and solutions for commercial buildings and transport refrigeration systems and solutions.

The following discussion compares our results for each of our three reportable segments for the year ended December 31, 2024 compared to the year ended December 31, 2023.

<i>Dollar amounts in millions</i>	2024	2023	% Change
Americas			
Net revenues	\$ 15,903.2	\$ 13,832.0	15.0 %
Segment Adjusted EBITDA	3,318.3	2,669.6	24.3 %
Segment Adjusted EBITDA as a percentage of net revenues	20.9 %	19.3 %	
EMEA			
Net revenues	\$ 2,556.7	\$ 2,401.2	6.5 %
Segment Adjusted EBITDA	505.1	464.7	8.7 %
Segment Adjusted EBITDA as a percentage of net revenues	19.8 %	19.4 %	
Asia Pacific			
Net revenues	\$ 1,378.3	\$ 1,444.4	(4.6)%
Segment Adjusted EBITDA	329.3	321.3	2.5 %
Segment Adjusted EBITDA as a percentage of net revenues	23.9 %	22.2 %	
Total Net revenues	\$ 19,838.2	\$ 17,677.6	12.2 %
Total Segment Adjusted EBITDA	4,152.7	3,455.6	20.2 %
Total Segment Adjusted EBITDA as a percentage of net revenues	20.9 %	19.5 %	

Americas

Net revenues for the year ended December 31, 2024 increased by 15.0% or \$2,071.2 million, compared with the same period of 2023.

The components of the period change were as follows:

Volume	11.6 %
Pricing	2.7 %
Organic revenue ⁽¹⁾	14.3 %
Acquisitions	1.0 %
Currency translation	(0.3)%
Total	15.0 %

The increase in *organic revenue* was primarily driven by higher volumes led by strong demand within both our Commercial HVAC and Residential HVAC businesses and realization of price increases for both equipment and services within our Commercial HVAC business, partially offset by softer transport markets.

The increase in revenue from acquisitions primarily relates to Helmer Scientific Inc (Helmer) acquired in the second quarter of 2023, Nuvolo Technologies Corporation (Nuvolo) acquired in the fourth quarter of 2023 and a Commercial HVAC sales channel acquisition in the third quarter of 2024.

Segment Adjusted EBITDA margin for the year ended December 31, 2024 increased by 160 basis points to 20.9% compared to 19.3% for the same period of 2023 primarily due to price realization, gross productivity and higher volumes, partially offset by inflation and continued business reinvestment.

EMEA

Net revenues for the year ended December 31, 2024 increased by 6.5% or \$155.5 million, compared with the same period of 2023.

The components of the period change were as follows:

Volume	4.9 %
Pricing	0.9 %
Organic revenue ⁽¹⁾	5.8 %
Acquisitions	1.3 %
Currency translation	(0.6)%
Total	6.5 %

The increase in *organic revenue* was primarily driven by strong customer demand within our Commercial HVAC business and realization of price increases within both our Commercial HVAC and Transport Refrigeration businesses.

The increase in revenue from acquisitions primarily relates to MTA acquired in the second quarter of 2023.

Segment Adjusted EBITDA margin for the year ended December 31, 2024 increased by 40 basis points to 19.8% compared to 19.4% for the same period of 2023 primarily due to favorable productivity and price, partially offset by inflation, continued business reinvestment and loss from a devaluation of the Egyptian pound.

Asia Pacific

Net revenues for the year ended December 31, 2024 decreased by 4.6% or \$66.1 million, compared with the same period of 2023.

The components of the period change were as follows:

Volume	(4.2)%
Pricing	1.2 %
Organic revenue ⁽¹⁾	(3.0)%
Currency translation	(1.6)%
Total	(4.6)%

The decrease in *organic revenue* was primarily driven by lower volumes in China, partially offset by realization of price increases within our Commercial HVAC business and higher volumes in the rest of Asia.

Segment Adjusted EBITDA margin for the year ended December 31, 2024 increased by 170 basis points to 23.9% compared to 22.2% for the same period of 2023 primarily due to gross productivity and price realization, partially offset by lower volumes, inflation and continued business reinvestment.

Liquidity and Capital Resources

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing and financing activities. In doing so, we review and analyze our current cash on hand, the number of days our sales are outstanding, inventory turns, capital expenditure commitments and income tax payments. Our cash requirements primarily consist of the following:

- Funding of working capital
- Debt service requirements
- Funding of capital expenditures
- Dividend payments
- Funding of acquisitions, joint ventures and equity investments
- Share repurchases

Our primary sources of liquidity include cash balances on hand, cash flows from operations, proceeds from debt offerings, commercial paper, and borrowing availability under our existing credit facilities. We earn a significant amount of our operating income in jurisdictions where it is deemed to be permanently reinvested. Our most prominent jurisdiction of operation is the U.S. We expect existing cash and cash equivalents available to the U.S. operations, the cash generated by our U.S. operations, our committed credit lines as well as our expected ability to access the capital and debt markets will be sufficient to fund our U.S. operating and capital needs for at least the next twelve months and thereafter for the foreseeable future. In addition, we expect existing non-U.S. cash and cash equivalents and the cash generated by our non-U.S. operations will be sufficient to fund our non-U.S. operating and capital needs for at least the next twelve months and thereafter for the foreseeable future. The maximum aggregate amount of unsecured commercial paper notes available to be issued, on a private placement basis, under the commercial paper program is \$2.0 billion, of which we had no outstanding balance as of December 31, 2024.

As of December 31, 2024, we had \$1,590.1 million of cash and cash equivalents on hand, of which \$1,423.0 million was held by non-U.S. subsidiaries. Cash and cash equivalents held by our non-U.S. subsidiaries are generally available for use in our U.S. operations via intercompany loans, equity infusions or via distributions from direct or indirectly owned non-U.S. subsidiaries for which we do not assert permanent reinvestment. In general, repatriation of cash to the U.S. can be completed with no significant incremental U.S. tax. However, to the extent that we repatriate funds from non-U.S. subsidiaries for which we assert permanent reinvestment to fund our U.S. operations, we would be required to accrue and pay applicable non-U.S. taxes. As of December 31, 2024, we currently have no plans to repatriate funds from subsidiaries for which we assert permanent reinvestment.

Share repurchases are made in accordance with our balanced capital allocation strategy, subject to market conditions and regulatory requirements. In February 2022, our Board of Directors authorized the repurchase of up to \$3.0 billion of our ordinary shares (2022 Authorization) and in December 2024, our Board of Directors authorized the repurchase of up to an additional \$5.0 billion of our ordinary shares (2024 Authorization) upon the conclusion of the 2022 Authorization. During the year ended December 31, 2024, we repurchased and canceled approximately \$1.3 billion of ordinary shares, leaving \$1.2 billion remaining under the 2022 Authorization and \$5.0 billion remaining under the 2024 Authorization. Additionally, during the period after December 31, 2024 through January 31, 2025, we repurchased approximately \$100 million of our ordinary shares under the 2022 Authorization.

We expect to pay a competitive and growing dividend. Since the launch of Trane Technologies in March 2020, we have increased our quarterly dividend per share by 58%, from \$0.53 to \$0.84 per ordinary share, or \$2.12 to \$3.36 per share annualized. All four 2024 quarterly dividends were paid during the year ended December 31, 2024. In February 2025, our Board of Directors declared an increase in our quarterly share dividend by 12%, from \$0.84 to \$0.94 per ordinary share, or \$3.36 to \$3.76 per share annualized starting in the first quarter of 2025.

We continue to actively manage and strengthen our business portfolio to meet the current and future needs of our customers. We achieve this partly through engaging in research and development and sustaining activities and partly through acquisitions. Sustaining activities include costs incurred to reduce production costs, improve existing products, create custom solutions for customers and provide support to our manufacturing facilities. Each year, we make investments in new product development and new technology innovation as they are key factors in achieving our strategic objectives as a leader in the climate sector. In addition, we make investments in technology and business for our operational sustainability programs. Our research and development and sustaining costs account for approximately 2% of annual *Net revenues*.

In pursuing our business strategy, we routinely conduct discussions, evaluate targets and enter into agreements regarding possible acquisitions, divestitures, joint ventures and equity investments. We have acquired several businesses, entered into joint ventures and invested in companies that complement existing products and services further enhancing our product portfolio. We deployed capital of approximately \$197 million and \$881 million to acquisitions and equity investments completed during the years ended December 31, 2024 and December 31, 2023, respectively. In 2024, we committed capital of approximately \$470 million attributable to acquisitions and equity investments that were signed in 2024 and were closed in 2024 or in January 2025.

We incur costs associated with restructuring initiatives intended to result in improved operating performance, profitability and working capital levels. Actions associated with these initiatives may include workforce reductions, improving manufacturing productivity, realignment of management structures and rationalizing certain assets. We believe that our existing cash balances, anticipated cash flow from operations, committed credit lines and access to the capital markets will be sufficient to fund share repurchases, dividends, research and development, sustaining activities, business portfolio changes and ongoing restructuring actions.

Certain of our subsidiaries entered into Funding Agreements with Aldrich and Murray pursuant to which those subsidiaries are obligated, among other things, to pay the costs and expenses of Aldrich and Murray during the pendency of the Chapter 11 cases to the extent distributions from their respective subsidiaries are insufficient to do so and to provide an amount for the funding for a trust established pursuant to section 524(g) of the Bankruptcy Code, to the extent that the other assets of Aldrich and Murray are insufficient to provide the requisite trust funding. During the third quarter of 2021, Aldrich and Murray filed a motion with the Bankruptcy Court to create a \$270.0 million qualified settlement fund (QSF). The funds held in the QSF would be available to provide funding for the Section 524(g) Trust upon effectiveness of the Plan. On January 27, 2022, the Bankruptcy Court granted the request to fund the QSF, which was funded on March 2, 2022.

Liquidity

The following table contains several key measures of our financial condition and liquidity at the periods ended December 31:

<i>In millions</i>	2024	2023
Cash and cash equivalents	\$ 1,590.1	\$ 1,095.3
Short-term borrowings and current maturities of long-term debt	452.2	801.9
Long-term debt	4,318.1	3,977.9
Total debt	4,770.3	4,779.8
Total Trane Technologies plc shareholders' equity	7,457.4	6,995.2
Total equity	7,486.9	7,017.0
Debt-to-total capital ratio	38.9 %	40.5 %

Debt and Credit Facilities

As of December 31, 2024, our short-term obligations primarily consist of current maturities of \$157.2 million that mature in June 2025 and \$295.0 million of fixed rate debentures that contain a put feature that the holders may exercise on each anniversary of the issuance date. If exercised, we are obligated to repay in whole or in part, at the holder's option, the outstanding principal amount (plus accrued and unpaid interest) of the debentures held by the holder. In accordance with notice requirements as specified in the offering documents, holders had the option to exercise puts up to \$37.2 million for settlement in February 2025 but did not exercise such option. In accordance with notice requirements as specified in the offering documents, holders will have the option to exercise puts up to \$257.8 million for settlement in November 2025. We also maintain a commercial paper program which is used for general corporate purposes. Under the program, the maximum aggregate amount of unsecured commercial paper notes available to be issued, on a private placement basis, is \$2.0 billion as of December 31, 2024. We had no commercial paper outstanding at December 31, 2024 and December 31, 2023. See Note 7, "Debt and Credit Facilities," to the Consolidated Financial Statements for additional information regarding the terms of our short-term obligations.

Our long-term obligations primarily consist of long-term debt with final maturity dates ranging between 2026 and 2049. In addition, we maintain two \$1.0 billion senior unsecured revolving credit facilities, one of which matures in June 2026 and the other which matures in April 2027. The facilities provide support for our commercial paper program and can be used for working capital and other general corporate purposes. Total commitments of \$2.0 billion were unused at December 31, 2024 and December 31, 2023. See Note 7, "Debt and Credit Facilities," to the Consolidated Financial Statements and further below in *Supplemental Guarantor Financial Information* for additional information regarding the terms of our long-term obligations and their related guarantees.

Cash Flows

The following table reflects the major categories of cash flows for the years ended December 31, respectively. For additional details, please see the Consolidated Statements of Cash Flows in the Consolidated Financial Statements.

<i>In millions</i>	2024	2023
Net cash provided by continuing operating activities	\$ 3,177.7	\$ 2,426.8
Net cash used in continuing investing activities	(562.9)	(1,172.2)
Net cash used in continuing financing activities	(2,020.6)	(1,350.3)

Operating Activities

Net cash provided by continuing operating activities for the year ended December 31, 2024 was \$3,177.7 million, of which net income provided \$2,938.8 million after adjusting for non-cash transactions. Net cash provided by continuing operating activities for the year ended December 31, 2023 was \$2,426.8 million, of which net income provided \$2,499.6 million after adjusting for non-cash transactions. The year-over-year increase in net cash from continuing operating activities was primarily due to higher net earnings and an improved cash conversion cycle.

Investing Activities

Cash flows from investing activities represents inflows and outflows regarding the purchase and sale of assets. Primary activities associated with these items include capital expenditures, proceeds from the sale of property, plant and equipment, acquisitions, funding of joint ventures and other equity investments and purchases and sales of short-term investments. During the year ended December 31, 2024, net cash used in investing activities from continuing operations was \$562.9 million. The primary drivers of the usage were attributable to capital expenditures of \$370.6 million and acquisitions of businesses of \$180.3 million, net of cash acquired. During the year ended December 31, 2023, net cash used in investing activities from continuing operations was \$1,172.2 million. The primary drivers of the usage was attributable to acquisition of businesses, which totaled \$862.8 million, net of cash acquired, and capital expenditures of \$300.7 million.

Financing Activities

Cash flows from financing activities represent inflows and outflows that account for external activities affecting equity and debt. Primary activities associated with these actions include paying dividends to shareholders, repurchasing our own shares, net proceeds from debt issuances and proceeds from shares issued in connection with incentive plans. During the year ended December 31, 2024, net cash used in financing activities from continuing operations was \$2,020.6 million. The primary drivers of the outflow related to the repurchase of \$1,280.8 million in ordinary shares and dividends paid to ordinary shareholders of \$757.5 million. In addition, we received \$498.5 million in proceeds from the issuance of 5.100% Senior Notes due 2034, which was offset by the redemption of \$500.0 million of 3.550% Senior Notes that matured in November 2024. During the year ended December 31, 2023, net cash used in financing activities from continuing operations was \$1,350.3 million. The primary drivers of the outflow related to dividends paid to ordinary shareholders of \$683.7 million and the repurchase of \$669.3 million in ordinary shares. In addition, we received \$699.1 million in proceeds from the issuance of 5.250% Senior Notes due March 2033 which was offset by the redemption of \$700.0 million of Senior Notes due June 2023.

Free Cash Flow

Free cash flow is a non-GAAP measure and defined as *Net cash provided by (used in) continuing operating activities* adjusted for capital expenditures, cash payments for restructuring, legacy legal liability, transformation costs and merger and acquisition (M&A) related costs less insurance settlements on property claims and an adjustment for our special three-year Outperformance Incentive Program. This measure is useful to management and investors because it is consistent with management's assessment of our operating cash flow performance. The most comparable GAAP measure to free cash flow is *Net cash provided by (used in) continuing operating activities*. Free cash flow may not be comparable to similarly-titled measures used by other companies and should not be considered a substitute for *Net cash provided by (used in) continuing operating activities* in accordance with GAAP.

A reconciliation of *Net cash provided by (used in) continuing operating activities* to free cash flow the years ended December 31 is as follows:

<i>In millions</i>	2024	2023
Net cash provided by (used in) continuing operating activities	\$ 3,177.7	\$ 2,426.8
Capital expenditures	(370.6)	(300.7)
Cash payments for restructuring	8.6	12.3
Legacy legal liability	2.7	—
Transformation costs paid	—	3.9
M&A transaction costs	1.7	18.9
Insurance settlements on property claims	—	(10.0)
Adjustment for Outperformance Incentive Program ⁽²⁾	(31.1)	—
Free cash flow ⁽¹⁾	\$ 2,789.0	\$ 2,151.2

⁽¹⁾ Represents a non-GAAP measure.

⁽²⁾ The Company implemented a special three-year Outperformance Incentive Program during the year ended December 31, 2024 that provides additional incentive-based cash compensation to eligible participants based primarily on the achievement of outsized revenue performance beyond what is achievable under the Company's existing short-term incentive programs. Performance is measured over three annual periods representing the years ended December 31, 2024, 2025 and 2026. Cash payments related to performance achieved will be made in the quarter ended March 31, 2027. This adjustment represents amounts earned in the respective performance period that will be paid during the quarter ended March 31, 2027.

Pension Plans

Our investment objective in managing defined benefit plan assets is to ensure that all present and future benefit obligations are met as they come due. We seek to achieve this goal while trying to mitigate volatility in plan funded status, contribution and expense by better matching the characteristics of the plan assets to that of the plan liabilities. We use a dynamic approach to asset allocation to increase fixed income assets as the plan's funded status improves. We monitor plan funded status and asset allocation regularly in addition to investment manager performance. In addition, we monitor the impact of market conditions on our defined benefit plans on a regular basis. None of our defined benefit pension plans have experienced a significant impact on their liquidity due to market volatility. See Note 11, "Pension and Postretirement Benefits Other Than Pensions," to the Consolidated Financial Statements for additional information regarding pensions.

Capital Resources

Based on historical performance and current expectations, we believe our cash and cash equivalents balance, the cash generated from our operations, our committed credit lines and our expected ability to access capital markets, including our commercial paper program, will satisfy our working capital needs, capital expenditures, dividends, share repurchases, upcoming debt maturities, and other liquidity requirements associated with our operations for the foreseeable future.

Capital expenditures were \$370.6 million, \$300.7 million and \$291.8 million for the years ended December 31, 2024, 2023 and 2022, respectively. Our investments continue to improve manufacturing productivity, expand capacity, reduce costs, provide environmental enhancements, upgrade information technology infrastructure and security and advanced technologies for existing facilities. The capital expenditure program for 2025 is estimated to be approximately 2.0% of revenues, including amounts approved in prior periods. Many of these projects are subject to review and cancellation at our option without incurring substantial charges.

For financial market risk impacting the Company, see Part II, Item 7A, "Quantitative and Qualitative Disclosure About Market Risk."

Capitalization

Financing rates and conditions associated with future borrowings under our commercial paper program or term debt offerings will be affected by general financing conditions and our credit ratings. On April 10, 2024, Moody's announced that it upgraded our long-term credit rating from Baa1 to A3 and put the Company on positive outlook. On October 31, 2024, Standard and Poor's announced that it revised our long-term credit rating from BBB+ stable to BBB+ positive. As of December 31, 2024, our credit ratings were as follows:

	Short-term	Long-term
Moody's	P-2	A3
Standard and Poor's	A-2	BBB+

The credit ratings set forth above are not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the assigning rating organization. Each rating should be evaluated independently of any other rating.

Our public debt does not contain financial covenants and our revolving credit lines have a debt-to-total capital covenant of 65%. As of December 31, 2024, our debt-to-total capital ratio was significantly beneath this limit.

Contractual Obligations

Our contractual cash obligations include required payments of long-term debt principal and interest, purchase obligations and expected obligations under our pension and postretirement benefit plans. In addition, we have required payments of operating leases, income taxes and expected obligations under the Funding agreement, environmental and product liability matters. For additional information regarding leases, income taxes, including unrecognized tax benefits, and contingent liabilities, see Note 10 "Leases," Note 16 "Income Taxes" and Note 20 "Commitments and Contingencies," respectively, to the Consolidated Financial Statements. Our material cash requirements include the following contractual and other obligations.

Debt

At December 31, 2024, we had outstanding aggregate long-term debt principal payments of \$4,802.2 million, with \$452.2 million payable within 12 months. The amount payable within 12 months includes \$295.0 million of debt redeemable at the option of the holder. The scheduled maturities of these bonds range between 2027 and 2028. Future interest payments on long-term debt total \$2,348.6 million, with \$220.5 million payable within 12 months. See Note 7, "Debt and Credit Facilities," to the Consolidated Financial Statements for additional information regarding debt.

Purchase Obligations

Purchase obligations include commitments under legally enforceable contracts or purchase orders. At December 31, 2024, we had purchase obligations of \$1,161.2 million, which are primarily payable within 12 months.

Pensions

It is our objective to contribute to the pension plans to ensure adequate funds are available in the plans to make benefit payments to plan participants and beneficiaries when required. We currently expect that we will contribute approximately \$30 million to our enterprise plans worldwide in 2025. The timing and amounts of future contributions are dependent upon the funding status of the plans, which is expected to vary as a result of changes in interest rates, returns on underlying assets, and other factors. See Note 11, "Pensions and Postretirement Benefits Other Than Pensions," to the Consolidated Financial Statements for additional information regarding pensions.

Postretirement Benefits Other than Pensions

We fund postretirement benefit costs principally on a pay-as-you-go basis as medical costs are incurred by covered retiree populations. Benefit payments, which are net of expected plan participant contributions and Medicare Part D subsidy, are expected to be approximately \$29 million in 2025. See Note 11, "Pensions and Postretirement Benefits Other Than Pensions," to the Consolidated Financial Statements for additional information regarding postretirement benefits other than pensions.

Supplemental Guarantor Financial Information

Trane Technologies plc (Plc or Parent Company) and certain of its 100% directly or indirectly owned subsidiaries provide guarantees of public debt issued by other 100% directly or indirectly owned subsidiaries of Plc. The following table shows our guarantor relationships as of December 31, 2024:

Parent, issuer or guarantors	Notes issued	Notes guaranteed
Trane Technologies plc (Plc)	None	All registered notes and debentures
Trane Technologies Irish Holdings Unlimited Company (TT Holdings)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Global Holding II Company (TT Global II)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Lux International Holding Company S.à.r.l. (TT International)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Americas Holding Corporation (TT Americas)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Financing Limited (TTFL)	3.500% Senior Notes due 2026 3.800% Senior Notes due 2029 5.250% Senior Notes due 2033 5.100% Senior Notes due 2034 4.650% Senior Notes due 2044 4.500% Senior Notes due 2049	All notes and debentures issued by TTC HoldCo and TTC
Trane Technologies HoldCo Inc. (TTC HoldCo)	3.750% Senior Notes due 2028 5.750% Senior Notes due 2043 4.300% Senior Notes due 2048	All notes issued by TTFL
Trane Technologies Company LLC (TTC)	7.200% Debentures due 2025 6.480% Debentures due 2025 Puttable debentures due 2027-2028	All notes issued by TTFL and TTC HoldCo

Each subsidiary debt issuer and guarantor is owned 100% directly or indirectly by the Parent Company. Each guarantee is full and unconditional, and provided on a joint and several basis. There are no significant restrictions of the Parent Company, or any guarantor, to obtain funds from its subsidiaries, such as provisions in debt agreements that prohibit dividend payments, loans or advances to the parent by a subsidiary. The following tables present summarized financial information for the Parent Company and subsidiary debt issuers and guarantors on a combined basis (together, "obligor group") after elimination of intercompany transactions and balances based on the Company's legal entity ownerships and guarantees outstanding at December 31, 2024. Our obligor groups as of December 31, 2024 were as follows: Obligor group 1 consists of Plc, TT Holdings, TT Global II, TT International, TT Americas, TTFL, TTC HoldCo and TTC; Obligor group 2 consists of Plc, TTFL and TTC.

Summarized Statements of Earnings

In millions	Year ended December 31, 2024	
	Obligor group 1	Obligor group 2
Net revenues	\$ —	\$ —
Gross profit (loss)	—	—
Intercompany interest and fees	1,232.3	2,956.9
Earnings (loss) from continuing operations	844.1	2,071.4
Discontinued operations, net of tax	(20.9)	(23.7)
Net earnings (loss)	823.2	2,047.7
Less: Net earnings attributable to noncontrolling interests	—	—
Net earnings (loss) attributable to Trane Technologies plc	\$ 823.2	\$ 2,047.7

Summarized Balance Sheet

In millions	December 31, 2024	
	Obligor group 1	Obligor group 2
ASSETS		
Intercompany receivables	\$ 265.6	\$ 4,363.2
Current assets	413.8	4,469.0
Intercompany notes receivable	500.0	4,900.0
Noncurrent assets	1,320.0	5,603.5
LIABILITIES		
Intercompany payables	5,290.2	2,530.3
Current liabilities	6,305.0	3,490.0
Intercompany notes payable	4,000.0	4,000.0
Noncurrent liabilities	9,014.6	7,650.2

Critical Accounting Estimates

Management's Discussion and Analysis of Financial Condition and Results of Operations are based upon our Consolidated Financial Statements, which have been prepared in accordance with U.S. GAAP. The preparation of financial statements in conformity with those accounting principles requires management to use judgment in making estimates and assumptions based on the relevant information available at the end of each period. These estimates and assumptions have a significant effect on reported amounts of assets and liabilities, revenue and expenses as well as the disclosure of contingent assets and liabilities because they result primarily from the need to make estimates and assumptions on matters that are inherently uncertain. Actual results may differ from these estimates. If updated information or actual amounts are different from previous estimates, the revisions are included in our results for the period in which they become known.

The following is a summary of certain accounting estimates and assumptions made by management that we consider critical.

- Goodwill and indefinite-lived intangible assets – We have significant goodwill and indefinite-lived intangible assets on our balance sheet related to acquisitions. These assets are tested and reviewed annually during the fourth quarter for impairment or when there is a significant change in events or circumstances that indicate that the fair value of an asset is more likely than not less than the carrying amount of the asset. In addition, an interim impairment test is completed upon a triggering event or when there is a reorganization of reporting structure or disposal of all or a portion of a reporting unit.

The determination of estimated fair value requires us to make assumptions about estimated cash flows, including profit margins, long-term forecasts, discount rates and terminal growth rates. We developed these assumptions based on the market and geographic risks unique to each reporting unit. The estimates of fair value are based on the best information available as of the date of the assessment, which primarily incorporates management assumptions about expected future cash flows.

Annual Goodwill Impairment Test

Impairment of goodwill is tested at the reporting unit level. The test compares the carrying amount of the reporting unit to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the

reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, an impairment loss would be recognized for the amount by which the reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit.

As quoted market prices are not available for our reporting units, the calculation of their estimated fair value is determined using three valuation techniques: a discounted cash flow model (an income approach), a market-adjusted multiple of earnings or revenues (a market approach), and a similar transactions method (also a market approach). The discounted cash flow approach relies on our estimates of future cash flows and explicitly addresses factors such as timing, revenue growth rates, and margins, with due consideration given to forecasting risk. The market-adjusted multiple of earnings or revenues approach reflects the market's expectations for future growth and risk, with adjustments to account for differences between the guideline publicly traded companies and the subject reporting units. The similar transactions method considers prices paid in transactions that have recently occurred in our industry or in related industries. These valuation techniques are weighted 50%, 40% and 10%, respectively.

Under the income approach, we assumed a forecasted cash flow period of five to ten years with discount rates ranging from 8.5% to 15.5% and a terminal growth rate of 3.5% to 4.0%. Under the guideline public company method, we used multiples of earnings before interest, taxes, depreciation and amortization (EBITDA) or revenues based on the market information of comparable companies. Additionally, we compared the estimated aggregate fair value of our reporting units to our overall market capitalization. The excess of the estimated fair value over carrying value (expressed as a percentage of carrying value) for most reporting units exceeded 400%. The estimated fair value of one reporting unit formed upon the acquisition of Nuvolo in November 2023 was approximately equal to its carrying value. As of December 31, 2024, this reporting unit had \$313.0 million of goodwill. A significant increase in the discount rate, decrease in the long-term growth rate, or substantial reductions in our end markets and volume assumptions could have a negative impact on the estimated fair value of this reporting unit.

Other Indefinite-lived intangible assets

Other intangible assets with indefinite useful lives are tested for impairment on an annual basis. The fair value of intangible assets with indefinite useful lives is determined on a relief from royalty methodology (income approach) which is based on the implied royalty paid, at an appropriate discount rate, to license the use of an asset rather than owning the asset. The present value of the after-tax cost savings (i.e., royalty relief) indicates the estimated fair value of the asset. Any excess of the carrying value over the estimated fair value would be recognized as an impairment loss equal to that excess.

In testing our other indefinite-lived intangible assets for impairment, we forecasted revenues for a period of five years with discount rates ranging from 8.5% to 14.0%, terminal growth rates of 3.5%, and royalty rates ranging from 1.0% to 4.5%. For significant indefinite-lived intangible assets, the excess of the estimated fair value over carrying value (expressed as a percentage of carrying value) exceeded 400%. A significant increase in the discount rate, decrease in the long-term growth rate, decrease in the royalty rate or substantial reductions in our end markets and volume assumptions could have a negative impact on the estimated fair values of any of our tradenames.

- **Business combinations - Acquisitions** that meet the definition of a business combination are recorded using the acquisition method of accounting. We include the operating results of acquired entities from their respective dates of acquisition. We recognize and measure the identifiable assets acquired, liabilities assumed, including contingent consideration relating to potential earnout provisions and any non-controlling interest as of the acquisition date fair value. The valuation of intangible assets is determined using an income approach methodology. We use assumptions to value the intangible assets including projected cash flows, including revenue growth rates and margins, customer attrition rates, royalty rates, tax rates and discount rates. The excess, if any, of total consideration transferred in a business combination over the fair value of identifiable assets acquired, liabilities assumed, and any non-controlling interest is recognized as goodwill. Costs incurred as a result of a business combination other than costs related to the issuance of debt or equity securities are recorded in the period the costs are incurred.

Contingent consideration

We assess any contingent consideration included in the consideration paid of a business combination. The value recorded is based on estimates of future financial projections on revenue under various potential scenarios, in which a Monte Carlo simulation model runs many iterations based on comparable companies' revenue growth rates and their implied revenue volatilities. These cash flow projections are discounted with a risk adjusted rate. Each quarter until such contingent amounts are earned, the fair value of the liability is evaluated at each reporting period and adjusted as a component of operating expenses based on changes to the underlying assumptions. The estimates used to determine the fair value of the contingent consideration liability are subject to significant judgment, specifically revenue growth rates, implied revenue volatilities and discount rates.

- Revenue recognition – Revenue is recognized when control of a good or service promised in a contract (i.e., performance obligation) is transferred to a customer. Control is obtained when a customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service. A majority of our revenues are recognized at a point-in-time as control is transferred at a distinct point in time per the terms of a contract. However, a portion of our revenues are recognized over time as the customer simultaneously receives control as we perform work under a contract. For these arrangements, the cost-to-cost input method is used as it best depicts the transfer of control to the customer that occurs as we incur costs.

The transaction price allocated to performance obligations reflects our expectations about the consideration we will be entitled to receive from a customer. To determine the transaction price, variable and non-cash consideration are assessed as well as whether a significant financing component exists. We include variable consideration in the estimated transaction price when it is probable that significant reversal of revenue recognized would not occur when the uncertainty associated with variable consideration is subsequently resolved. We consider historical data in determining our best estimates of variable consideration, and the related accruals are recorded using the expected value method.

We enter into sales arrangements that contain multiple goods and services. For these arrangements, each good or service is evaluated to determine whether it represents a distinct performance obligation and whether the sales price for each obligation is representative of standalone selling price. If available, we utilize observable prices for goods or services sold separately to similar customers in similar circumstances to evaluate relative standalone selling price. List prices are used if they are determined to be representative of standalone selling prices. Where necessary, we ensure that the total transaction price is then allocated to the distinct performance obligations based on the determination of their relative standalone selling price at the inception of the arrangement.

We recognize revenue for delivered goods or services when the delivered good or service is distinct, control of the good or service has transferred to the customer, and only customary refund or return rights related to the goods or services exist. For extended warranties and long-term service agreements, revenue for these distinct performance obligations are recognized over time on a straight-line basis over the respective contract term.

- Income taxes – Deferred tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, applying enacted tax rates expected to be in effect for the year in which the differences are expected to reverse. We recognize future tax benefits, such as net operating losses and tax credits, to the extent that realizing these benefits is considered in our judgment to be more likely than not. We regularly review the recoverability of our deferred tax assets considering our historic profitability, projected future taxable income, timing of the reversals of existing temporary differences and the feasibility of our tax planning strategies. Where appropriate, we record a valuation allowance with respect to a future tax benefit.

The provision for income taxes involves a significant amount of management judgment regarding interpretation of relevant facts and laws in the jurisdictions in which we operate. Future changes in applicable laws, projected levels of taxable income, and tax planning could change the effective tax rate and tax balances recorded by us. In addition, tax authorities periodically review income tax returns filed by us and can raise issues regarding our filing positions, timing and amount of income or deductions, and the allocation of income among the jurisdictions in which we operate. A significant period of time may elapse between the filing of an income tax return and the ultimate resolution of an issue raised by a revenue authority with respect to that return. We believe that we have adequately provided for any reasonably foreseeable resolution of these matters. We will adjust our estimate if significant events so dictate. To the extent that the ultimate results differ from our original or adjusted estimates, the effect will be recorded in the provision for income taxes in the period that the matter is finally resolved.

- Employee benefit plans – We provide a range of benefits to eligible employees and retirees, including pensions, postretirement and postemployment benefits. Determining the cost associated with such benefits is dependent on various actuarial assumptions including discount rates, expected return on plan assets, compensation increases, mortality, turnover rates and healthcare cost trend rates. Actuarial valuations are performed to determine expense in accordance with GAAP. Actual results may differ from the actuarial assumptions and are generally accumulated and amortized into earnings over future periods. We review our actuarial assumptions at each measurement date and make modifications to the assumptions based on current rates and trends, if appropriate. The discount rate, the rate of compensation increase and the expected long-term rates of return on plan assets are determined as of each measurement date. We believe that the assumptions utilized in recording our obligations under our plans are reasonable based on input from our actuaries, outside investment advisors and information as to assumptions used by plan sponsors.

Changes in any of the assumptions can have an impact on the net periodic pension cost or postretirement benefit cost. Estimated sensitivities to the expected 2025 net periodic pension cost of a 0.25% rate decline in the two basic assumptions are as follows: the decline in the discount rate would increase expense by \$0.2 million and the decline in the estimated return on assets would increase expense by \$4.8 million. A 0.25% rate decrease in the discount rate for postretirement benefits would increase expected 2025 net periodic postretirement benefit cost by \$0.3 million.

Recent Accounting Pronouncements

See Note 2, "Summary of Significant Accounting Policies" to the Consolidated Financial Statements for a discussion of recent accounting pronouncements.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to fluctuations in currency exchange rates, interest rates and commodity prices which could impact our results of operations and financial condition.

Foreign Currency Exposures

We have operations throughout the world that manufacture and sell products in various international markets. As a result, we are exposed to movements in exchange rates of various currencies against the U.S. dollar as well as against other currencies throughout the world.

Many of our non-U.S. operations have a functional currency other than the U.S. dollar, and their results are translated into U.S. dollars for reporting purposes. Therefore, our reported results will be higher or lower depending on the weakening or strengthening of the U.S. dollar against the respective foreign currency. Our largest concentration of revenues from non-U.S. operations as of December 31, 2024 are in Euros and Chinese Yuan. A hypothetical 10% unfavorable change in the average exchange rate used to translate *Net revenues* for the year ended December 31, 2024 from either Euros or Chinese Yuan-based operations into U.S. dollars would result in a decline of approximately \$170 million and \$60 million, respectively.

We use derivative instruments to partially hedge those material exposures that cannot be naturally offset. The instruments utilized are viewed as risk management tools, primarily involve little complexity and are not used for trading or speculative purposes. To minimize the risk of counterparty non-performance, derivative instrument agreements are made only through major financial institutions with significant experience in such derivative instruments.

We evaluate our exposure to changes in currency exchange rates on our foreign currency derivatives using a sensitivity analysis. The sensitivity analysis is a measurement of the potential loss in fair value based on a percentage change in exchange rates. Based on the currency derivative instruments in place at December 31, 2024, a hypothetical change in fair value of those derivative instruments assuming a 10% adverse change in exchange rates would result in an unrealized loss of \$15.5 million, as compared with \$6.5 million at December 31, 2023. These amounts, when realized, would be offset by changes in the fair value of the underlying transactions.

Commodity Price Exposures

We are exposed to volatility in the prices of commodities used in some of our products and we use commodity hedge contracts in the financial derivatives market and fixed price purchase contracts to manage this exposure. Commodity risks are systematically managed pursuant to policy guidelines. As a cash flow hedge, gains and losses resulting from the hedging instruments mitigate a portion of our exposures to changes in commodity prices. The maturities of the commodity hedge contracts coincide with the expected purchase of the commodities. Based on the commodity derivative instruments in place at December 31, 2024, a hypothetical change in fair value of those derivative instruments assuming a 10% decrease in commodity prices would result in an unrealized loss of \$12.7 million, as compared with \$8.2 million at December 31, 2023. These amounts, when realized, would be offset by changes in the fair value of the underlying commodity purchases.

Interest Rate Exposure

Our debt portfolio mainly consists of fixed-rate instruments, and therefore any fluctuation in market interest rates is not expected to have a material effect on our results of operations.

Item 8. FINANCIAL STATEMENTS

- (a) The following Consolidated Financial Statements and the report thereon of PricewaterhouseCoopers LLP dated February 6, 2025, are presented in this Annual Report on Form 10-K beginning on page F-1.

Consolidated Financial Statements:

[Report of Independent Registered Public Accounting Firm](#)

[Consolidated Statements of Earnings](#) for the years ended December 31, 2024, 2023 and 2022

[Consolidated Statements of Comprehensive Income](#) for the years ended December 31, 2024, 2023 and 2022

[Consolidated Balance Sheets](#) at December 31, 2024 and 2023

[Consolidated Statements of Equity](#) for the years ended December 31, 2024, 2023 and 2022

[Consolidated Statements of Cash Flows](#) for the years ended December 31, 2024, 2023 and 2022

[Notes to Consolidated Financial Statements](#)

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

The Company's management, including its Chief Executive Officer and Chief Financial Officer, have conducted an evaluation of the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), as of the end of the period covered by this Annual Report on Form 10-K. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded as of December 31, 2024, that the Company's disclosure controls and procedures were effective in ensuring that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act has been recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and that such information has been accumulated and communicated to the Company's management including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

(b) Management's Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined under Exchange Act Rules 13a-15(f) and 15d-15(f). Internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Chief Financial Officer and effected by the Company's Board of Directors 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.

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

Management has assessed the effectiveness of internal control over financial reporting as of December 31, 2024. In making its assessment, management has utilized the criteria set forth by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission in Internal Control - Integrated Framework (2013). Management concluded that based on its assessment, the Company's internal control over financial reporting was effective as of December 31, 2024.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2024 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

(c) Changes in Internal Control Over Financial Reporting

There were no changes in internal control over financial reporting (as defined by Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended December 31, 2024 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. OTHER INFORMATION

Securities Trading Plans of Directors and Executive Officers

Our director compensation program, which consists of an annual cash retainer and grant of restricted stock units (RSUs), is designed to compensate non-employee directors fairly for work required for a company of our size and scope and to align their interests with the long-term interests of our shareholders. Similarly, a portion of the compensation of our executive officers (as defined in SEC Rule 16a-1(f)) is delivered in the form of our Long-Term Incentive Program (LTI), which is comprised of stock options, RSUs and performance share units (PSUs). We believe compensating our directors and executive officers with a mix of equity-based awards effectively links compensation to long-term shareholder value creation, Environmental, Social, and Governance (ESG), and financial results.

Subject to the satisfaction of our share ownership requirements, our directors and executive officers may, from time to time, engage in transactions to sell some of the shares granted to them as part of our director and executive compensation programs after such shares vest following the expiration of any time-based restrictions or achievement of certain pre-established performance goals. In addition, our directors and executive officers may also, from time to time, engage in other transactions involving our securities, which may entail the purchase or sale of our common stock outside of these compensation programs on an open-market basis.

All transactions in our securities by our directors and executive officers must occur in accordance with our Insider Trading Policy, which, among other things, requires that such transactions be in accordance with applicable U.S. federal securities laws that prohibit trading while in possession of material nonpublic information. Rule 10b5-1 of the Securities Exchange Act provides an affirmative defense that enables prearranged transactions in securities in a manner that avoids concerns about initiating transactions at a future date while possibly in possession of material nonpublic information. Our insider trading policy permits our directors and executive officers to enter trading plans designed to prearrange transactions in our securities in accordance with Rule 10b5-1.

During the fourth quarter of 2024, none of our directors or executive officers adopted or terminated a "non-Rule 10b5-1 trading arrangement," as defined in Item 408(a) of Regulation S-K. The following table describes contracts, instructions or written plans for the sale or purchase of our securities adopted or terminated by our directors and executive officers during the fourth quarter of 2024, each of which is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c), referred to as Rule 10b5-1 trading plans:

Name and Title	Action	Date of Action	Scheduled Expiration Date ⁽¹⁾	Aggregate Number of Securities to be Purchased or Sold ⁽²⁾
Paul A. Camuti ⁽³⁾ <i>Executive Vice President and Chief Technology and Sustainability Officer</i>	Adopt	11/13/2024	5/2/2025	Sale of up to 14,270 ⁽⁴⁾ shares of common stock
Donald E. Simmons <i>Group President, Americas</i>	Adopt	10/31/2024	5/10/2025	Sale of up to 24,358 ⁽⁵⁾ shares of common stock

⁽¹⁾ In each case a trading plan may also expire prior to the scheduled expiration date if all transactions under the trading plan are completed before the scheduled expiration date.

⁽²⁾ Aggregate number of shares in this column includes shares that may be forfeited or withheld to satisfy exercise price and tax obligations at the time of vesting.

⁽³⁾ Mr. Camuti retired on December 31, 2024.

⁽⁴⁾ This figure includes a grant of 4,487 unvested PSUs that are expected to vest during the term of the Rule 10b5-1 trading plans, which are assumed to vest at 100% of the target award amount. The actual number of PSUs that may vest can vary between 0% - 200% of the target award amount, subject to the achievement of certain performance conditions as set forth in the PSU award agreement.

⁽⁵⁾ This figure includes a grant of 2,991 unvested PSUs that are expected to vest during the term of the Rule 10b5-1 trading plans, which are assumed to vest at 100% of the target award amount. The actual number of PSUs that may vest can vary between 0% - 200% of the target award amount, subject to the achievement of certain performance conditions as set forth in the PSU award agreement.

Item 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not Applicable.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information regarding our executive officers is included in Part I under the caption "Executive Officers of Registrant."

The other information required by this item is incorporated herein by reference to the information contained under the headings "Item 1. Election of Directors," "Delinquent Section 16(a) Reports (to the extent reported therein)" and "Corporate Governance" in our definitive proxy statement for the 2025 annual general meeting of shareholders (2025 Proxy Statement).

Item 11. EXECUTIVE COMPENSATION

The other information required by this item is incorporated herein by reference to the information contained under the headings "Compensation Discussion and Analysis," "Compensation of Directors," "Executive Compensation," "Human Resources and Compensation Committee Report" and "Human Resources and Compensation Committee Interlocks and Insider Participation" in our 2025 Proxy Statement.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The other information required by this item is incorporated herein by reference to the information contained under the headings "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" in our 2025 Proxy Statement.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The other information required by this item is incorporated herein by reference to the information contained under the headings "Corporate Governance" and "Certain Relationships and Related Person Transactions" in our 2025 Proxy Statement.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated herein by reference to the information contained under the caption "Fees of the Independent Auditors" in our 2025 Proxy Statement.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

- (a) 1. Financial Statements
See Item 8.
- 2. Financial Statement Schedules
Schedules have been omitted because the required information is not applicable or because the required information is included elsewhere in this Annual Report on Form 10-K.
- 3. Exhibits
The exhibits listed on the accompanying index to exhibits are filed as part of this Annual Report on Form 10-K.

TRANE TECHNOLOGIES PLC
INDEX TO EXHIBITS
(Item 15(a))

Description

Pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"), Trane Technologies plc (the "Company") has filed certain agreements as exhibits to this Annual Report on Form 10-K. These agreements may contain representations and warranties by the parties. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosure, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe our actual state of affairs at the date hereof and should not be relied upon.

On July 1, 2009, Ingersoll-Rand Company Limited, a Bermuda company, completed a reorganization to change the jurisdiction of incorporation of the parent company from Bermuda to Ireland. As a result, Ingersoll-Rand plc replaced Ingersoll-Rand Company Limited as the ultimate parent company effective July 1, 2009. All references related to the Company prior to July 1, 2009 relate to Ingersoll-Rand Company Limited. On March 2, 2020, Ingersoll-Rand plc changed its name to Trane Technologies plc.

(a) Exhibits

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
2.1	Agreement and Plan of Merger, dated as of April 30, 2019, by and among the Company, Gardner Denver Holdings, Inc., Ingersoll-Rand U.S. HoldCo, Inc. and Charm Merger Sub Inc.	Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on May 6, 2019.
2.2	Separation and Distribution Agreement, dated as of April 30, 2019, by and between Ingersoll-Rand plc and Ingersoll-Rand U.S. HoldCo, Inc.	Incorporated by reference to Exhibit 2.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on May 6, 2019).
3.1	Constitution of the Company, as amended and restated on June 2, 2016	Incorporated by reference to Exhibit 3.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 7, 2016.
3.2	Amendment to the Constitution of the Company dated March 2, 2020	Incorporated by reference to Exhibit 3.2 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
	The Company and its subsidiaries are parties to several long-term debt instruments under which, in each case, the total amount of securities authorized does not exceed 10% of the total assets of the Company and its subsidiaries on a consolidated basis.	Pursuant to paragraph 4 (iii)(A) of Item 601 (b) of Regulation S-K, the Company agrees to furnish a copy of such instruments to the Securities and Exchange Commission upon request.
4.1	Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.
4.2	First Supplemental Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee, relating to the 2.875% Senior Notes due 2019.	Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.3	Second Supplemental Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee, relating to the 4.250% Senior Notes due 2023.	Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.
4.4	Third Supplemental Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee, relating to the 5.750% Senior Notes due 2043.	Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.
4.5	Fourth Supplemental Indenture, dated as of November 20, 2013, among Ingersoll-Rand Global Holding Company Limited, a Bermuda company, Ingersoll-Rand Company Limited, a Bermuda company, Ingersoll-Rand International Holding Limited, a Bermuda company, Ingersoll-Rand plc, an Irish public limited company, Ingersoll-Rand Company, a New Jersey corporation, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on November 26, 2013.
4.6	Fifth Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand Company, as co-obligor, Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Luxembourg Finance S.A., as guarantors, and The Bank of New York Mellon, as Trustee, to an Indenture, dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.7	Sixth Supplemental Indenture, dated as of December 18, 2015, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand Company, as co-obligor, Ingersoll-Rand plc, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Luxembourg Finance S.A., and Ingersoll-Rand Lux International Holding Company S.à.r.l. as guarantors, and The Bank of New York Mellon, as Trustee, to an Indenture, dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.21 to the Company's Form 10-K for the fiscal year ended 2015 (File No. 001-34400) filed with the SEC on February 12, 2016.
4.8	Seventh Supplemental Indenture, dated as of April 5, 2016, by and among Ingersoll-Rand Global Holding company Limited, as issuer, Ingersoll-Rand Company, as co-obligor, Ingersoll-Rand plc, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à.r.l., and Ingersoll-Rand Irish Holdings Unlimited Company, as guarantors, and The Bank of New York Mellon, as Trustee, to an indenture, dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.19 to the Company's Form 10-K for the fiscal year ended 2016 (File No. 001-34400) filed with the SEC on February 13, 2017.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.9	Eighth Supplemental Indenture, dated as of May 1, 2020, by and among Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand Company, Trane Technologies plc, Trane Technologies Luxembourg Finance S.A., Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., and The Bank of New York Mellon, as Trustee, to an indenture dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.9 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.10	Ninth Supplemental Indenture, dated as of May 1, 2020, by and among Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand Company, Trane Technologies plc, Trane Technologies Luxembourg Finance S.A., Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., and The Bank of New York Mellon, as Trustee, to an indenture dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.10 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.11	Tenth Supplemental Indenture, dated as of May 1, 2020, by and among Trane Technologies HoldCo Inc., Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand Company, Trane Technologies plc, Trane Technologies Luxembourg Finance S.A., Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC, and The Bank of New York Mellon, as Trustee, to an indenture dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.11 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.12	Eleventh Supplemental Indenture, dated as of May 1, 2020, by and among Trane Technologies HoldCo Inc., Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand Company, Trane Technologies plc, Trane Technologies Luxembourg Finance S.A., Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC, and The Bank of New York Mellon, as Trustee, to an indenture dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.12 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.13	Twelfth Supplemental Indenture, dated as of April 30, 2021, by and among Trane Technologies HoldCo Inc., Trane Technologies Company LLC, Trane Technologies Global Holding Company Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company and Trane Technologies Financing Limited and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.13 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
4.14	Thirteenth Supplemental Indenture, dated as of November 20, 2023, by and among Trane Technologies HoldCo Inc., Trane Technologies Company LLC, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Financing Limited, Trane Technologies Americas Holding Corporation, and Trane Technologies Global Holding II Company Limited, and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.14 to the Company's 2023 Form 10-K (File No. 001-34400) filed with the SEC on February 8, 2024.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.15	<u>Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee.</u>	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.16	<u>First Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee, relating to the 2.625% Senior Notes due 2020.</u>	Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.17	<u>Second Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee, relating to the 3.550% Senior Notes due 2024.</u>	Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.18	<u>Third Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee, relating to the 4.650% Senior Notes due 2044.</u>	Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.19	<u>Fourth Supplemental Indenture, dated as of December 18, 2015, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company, Ingersoll-Rand Global Holding Company Limited, and Ingersoll-Rand Lux International Holding Company S.à.r.l. as guarantors, and The Bank of New York Mellon, as Trustee.</u>	Incorporated by reference to Exhibit 4.27 to the Company's Form 10-K for the fiscal year ended 2015 (File No. 001-34400) filed with the SEC on February 12, 2016.
4.20	<u>Fifth Supplemental Indenture, dated as of April 5, 2016, by and among Ingersoll-Rand Luxembourg Finance S.A., as Issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand Company, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company, as guarantors, and The Bank of New York Mellon, as Trustee.</u>	Incorporated by reference to Exhibit 4.25 to the Company's Form 10-K for the fiscal year ended 2016 (File No. 001-34400) filed with the SEC on February 13, 2017.
4.21	<u>Sixth Supplemental Indenture, dated as of May 1, 2020, by and among Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand Company, Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., and the Bank of New York Mellon, as Trustee.</u>	Incorporated by reference to Exhibit 4.19 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.22	Seventh Supplemental Indenture, dated as of May 1, 2020, by and among Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Ingersoll-Rand Global Holding Company Limited, Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC, and the Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.20 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.23	Eighth Supplemental Indenture, dated as of May 1, 2020, by and among Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Ingersoll-Rand Global Holding Company Limited, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC, and the Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.21 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.24	Ninth Supplemental Indenture, dated as of May 1, 2020, by and among Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Ingersoll-Rand Global Holding Company Limited, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC, and the Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.22 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.25	Tenth Supplemental Indenture dated as of April 30, 2021, by and among Trane Technologies Financing Limited, Trane Technologies Global Holding Company Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., and Trane Technologies Company LLC and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.24 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
4.26	Eleventh Supplemental Indenture dated as of November 20, 2023, by and among Trane Technologies Financing Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC, Trane Technologies Americas Holding Corporation, and Trane Technologies Global Holding II Company Limited, and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.26 to the Company's 2023 Form 10-K (File No. 001-34400) filed with the SEC on February 8, 2024.
4.27	Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à.r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.28	First Supplemental Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 2.900% Senior Notes due 2021.	Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.
4.29	Second Supplemental Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 3.750% Senior Notes due 2028.	Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.
4.30	Third Supplemental Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 4.300% Senior Notes due 2048.	Incorporated by reference to Exhibit 4.6 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.
4.31	Fourth Supplemental Indenture, dated as of March 21, 2019, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 3.500% Senior Notes due 2026.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 26, 2019.
4.32	Fifth Supplemental Indenture, dated as of March 21, 2019, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 3.800% Senior Notes due 2029.	Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 26, 2019.
4.33	Sixth Supplemental Indenture, dated as of March 21, 2019, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 4.500% Senior Notes due 2049.	Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 26, 2019.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.34	Seventh Supplemental Indenture, dated as of May 1, 2020, by and among Ingersoll-Rand Global Holding Company Limited, Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Ingersoll-Rand Company, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc. and Wells Fargo Bank, National Association, as Trustee.	Incorporated by reference to Exhibit 4.30 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.35	Eighth Supplemental Indenture, dated as of May 1, 2020, by and among Ingersoll-Rand Global Holding Company Limited, Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC and Wells Fargo Bank, National Association, as Trustee.	Incorporated by reference to Exhibit 4.31 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.36	Ninth Supplemental Indenture, dated as of May 1, 2020, by and among Ingersoll-Rand Global Holding Company Limited, Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC and Wells Fargo Bank, National Association, as Trustee.	Incorporated by reference to Exhibit 4.32 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.37	Tenth Supplemental Indenture, dated as of May 1, 2020, by and among Ingersoll-Rand Global Holding Company Limited, Trane Technologies Luxembourg Finance S.A., Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC and Wells Fargo Bank, National Association, as Trustee.	Incorporated by reference to Exhibit 4.33 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
4.38	Eleventh Supplemental Indenture dated as of April 30, 2021, by and among Trane Technologies Financing Limited, Trane Technologies Global Holding Company Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies HoldCo Inc. and Trane Technologies Company LLC and Wells Fargo Bank, National Association.	Incorporated by reference to Exhibit 4.36 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
4.39	Twelfth Supplemental Indenture dated as of November 20, 2023, by and among Trane Technologies Financing Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holding Unlimited Company, Trane Technologies HoldCo Inc., Trane Technologies Company LLC, Trane Technologies Americas Holding Corporation, and Trane Technologies Global Holding II Company Limited, and Computershare Trust Company, N.A. acting as Trustee.	Incorporated by reference to Exhibit 4.39 to the Company's 2023 Form 10-K (File No. 001-34400) filed with the SEC on February 8, 2024.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.41	Indenture, dated as of March 3, 2023, by and among Trane Technologies Financing Limited, as issuer, Trane Technologies plc, Trane Technologies Global Holding Company Limited, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC and Trane Technologies HoldCo Inc., as guarantors, and Computershare Trust Company, N.A., as Trustee, relating to the 5.250% Senior Notes due 2033.	Incorporated by reference to Exhibit 4.1 to the Company's 2023 Form 8-K (File No. 001-34400) filed with the SEC on March 3, 2023.
4.42	Supplemental Indenture, dated as of March 3, 2023, by and among Trane Technologies Financing Limited, as issuer, Trane Technologies plc, Trane Technologies Global Holding Company Limited, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC and Trane Technologies HoldCo Inc., as guarantors, and Computershare Trust Company, N.A., as Trustee, relating to the 5.250% Senior Notes due 2033.	Incorporated by reference to Exhibit 4.2 to the Company's 2023 Form 8-K (File No. 001-34400) filed with the SEC on March 3, 2023.
4.43	Second Supplemental Indenture, dated as of November 20, 2023, by and among Trane Technologies Financing Limited, as issuer, Trane Technologies plc, Trane Technologies Global Holding Company Limited, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC and Trane Technologies HoldCo Inc., as guarantors, Trane Technologies Americas Holding Corporation and Trane Technologies Global Holding II Company Limited, as New Guarantors and Computershare Trust Company, N.A., as Trustee, relating to the 5.250% Senior Notes due 2033.	Incorporated by reference to Exhibit 4.43 to the Company's 2023 Form 10-K (File No. 001-34400) filed with the SEC on February 8, 2024.
4.44	Indenture, dated as of June 13, 2024, by and among Trane Technologies Financing Limited, as issuer, Trane Technologies plc, Trane Technologies Global Holding II Company Limited, Trane Technologies Americas Holding Corporation, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC and Trane Technologies HoldCo Inc., as guarantors, and Computershare Trust Company, N.A., as Trustee, relating to the 5.100% Senior Notes due 2034.	Incorporated by reference to Exhibit 4.1 to the Company's 2023 Form 8-K (File No. 001-34400) filed with the SEC on June 13, 2024.
4.45	Supplemental Indenture, dated as of June 13, 2024, by and among Trane Technologies Financing Limited, as issuer, Trane Technologies plc, Trane Technologies Global Holding II Company Limited, Trane Technologies Americas Holding Corporation, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC and Trane Technologies HoldCo Inc., as guarantors, and Computershare Trust Company, N.A., as Trustee, relating to the 5.100% Senior Notes due 2034.	Incorporated by reference to Exhibit 4.2 to the Company's 2023 Form 8-K (File No. 001-34400) filed with the SEC on June 13, 2024.
4.46	Description of Registrant's Securities	Filed herewith.
10.1*	Form of Global Stock Option Award Agreement (January 2025).	Filed herewith.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.2*	Form of Global Restricted Stock Unit Award Agreement (January 2025).	Filed herewith.
10.3*	Form of Global Performance Stock Unit Award Agreement (January 2025).	Filed herewith.
10.4	Credit Agreement dated June 18, 2021 among Trane Technologies Holdco Inc., Trane Technologies Global Holding Company Limited and Trane Technologies Financing Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC, JPMorgan Chase Bank, N.A., as Administrative Agent, Citibank, N.A., as Syndication Agent, J.P. Morgan Securities LLC and BNP Paribas, as Sustainability Structuring Agents, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, MUFG Bank, Ltd. and U.S. Bank National Association as Documentation Agents, and JPMorgan Chase Bank, N.A., Citibank, N.A., BofA Securities, Inc., BNP Securities Corp. and Mizuho Bank, Ltd., as joint lead arrangers and joint bookrunners, and certain lending institutions from time to time parties thereto.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 24, 2021.
10.5	First Amendment dated as of June 30, 2022, to the Credit Agreement dated as of June 18, 2021, among Trane Technologies Holdco Inc., Trane Technologies Global Holding Company Limited, Trane Technologies Financing Limited and JPMorgan Chase Bank N.A. as Administrative Agent.	Incorporated by reference to Exhibit 10.3 to the Company's Q2 2022 Form 10-Q (File No. 001-34400) filed with the SEC on August 3, 2022.
10.6	Second Amendment dated as of September 20, 2023 dated as of September 20, 2023, to the Credit Agreement dated as of June 18, 2021 (as amended by that First Amendment dated as of June 30, 2022, the "Existing Credit Agreement" and as amended by this Amendment, the "Amended Credit Agreement"), among Trane Technologies Holdco Inc., a Delaware corporation ("Trane Holdco"), Trane Technologies Global Holding Company Limited, a Delaware corporation ("Trane Global"), Trane Technologies Financing Limited.	Incorporated by reference to Exhibit 10.1 to the Company's Q3 2023 Form 10-Q (file No. 001-34400) filed with the SEC on November 1, 2023.
10.7	Consent and Third Amendment dated as of November 20, 2023, to the Credit Agreement dated as of June 18, 2021, among Trane Technologies Holdco Inc., Trane Technologies Global Holding Company Limited, and Trane Technologies Financing Limited, as Borrowers; Trane Technologies PLC, as Guarantor; and JPMorgan Chase Bank N.A. as Administrative Agent.	Incorporated by reference to Exhibit 10.7 to the Company's 2023 Form 10-K (File No. 001-34400) filed with the SEC on February 8, 2024.

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.8	Credit Agreement dated April 25, 2022 among Trane Technologies Holdco Inc., Trane Technologies Global Holding Company Limited and Trane Technologies Financing Limited, Trane Technologies plc, Trane Technologies Lux International Holding Company S.à r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC, JPMorgan Chase Bank, N.A., as Administrative Agent, Citibank, N.A., as Syndication Agent, J.P. Morgan Securities LLC and BNP Paribas, as Sustainability Structuring Agents, Bank of America, N.A., BNP Paribas, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, MUFG Bank, Ltd. and U.S. Bank, N.A., as Documentation Agents, and JPMorgan Chase Bank, N.A., Citibank, N.A., BofA Securities, Inc., BNP Securities Corp. and Mizuho Bank, Ltd., as joint lead arrangers and joint bookrunners, and certain lending institutions from time to time parties thereto.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on April 28, 2022.
10.9	First Amendment dated as of September 20, 2023, to the Credit Agreement dated as of April 25, 2022, (the "Existing Credit Agreement" and as amended by this Amendment, the "Amended Credit Agreement"), among Trane Technologies Holdco Inc., a Delaware corporation ("Trane Holdco"), Trane Technologies Global Holding Company Limited, a Delaware corporation ("Trane Global"), Trane Technologies Financing Limited.	Incorporated by reference to Exhibit 10.2 to the Company's Q3 2023 Form 10-Q (file No. 001-34400) filed with the SEC on November 1, 2023.
10.10	Consent and Second Amendment dated as of November 20, 2023, to the Credit Agreement dated as of April 25, 2022, among Trane Technologies Holdco Inc., Trane Technologies Global Holding Company Limited, Trane Technologies Financing Limited, as Borrowers; Trane Technologies PLC, as Guarantor; and JPMorgan Chase Bank N.A. as Administrative Agent.	Incorporated by reference to Exhibit 10.10 to the Company's 2023 Form 10-K (File No. 001-34400) filed with the SEC on February 8, 2024.
10.11	Deed Poll Indemnity of Trane Technologies plc dated August 2, 2022	Incorporated by reference to Exhibit 10.1 to the Company's Q2 2022 Form 10-Q (File No. 001-34400) filed with the SEC on August 3, 2022.
10.12	Deed Poll Indemnity of Trane Technologies Lux International Holding company S.à r.l. dated August 2, 2022	Incorporated by reference to Exhibit 10.2 to the Company's Q2 2022 Form 10-Q (File No. 001-34400) filed with the SEC on August 3, 2022.
10.13*	Trane Technologies Incentive Stock Plan of 2013 (amended and restated as of March 2, 2020).	Incorporated by reference to Exhibit 10.9 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.14*	Trane Technologies Incentive Stock Plan of 2018 (amended and restated as of March 2, 2020).	Incorporated by reference to Exhibit 10.10 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.15*	Trane Technologies Executive Deferred Compensation Plan (as amended and restated effective May 4, 2020).	Incorporated by reference to Exhibit 10.11 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.16*	Trane Technologies Executive Deferred Compensation Plan II (as amended and restated effective May 4, 2020).	Incorporated by reference to Exhibit 10.13 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
10.17*	Trane Technologies Director Deferred Compensation and Stock Award Plan (as amended and restated effective March 2, 2020).	Incorporated by reference to Exhibit 10.13 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.18*	<u>Trane Technologies Director Deferred Compensation and Stock Award Plan II (as amended and restated effective March 2, 2020).</u>	Incorporated by reference to Exhibit 10.14 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.19*	<u>Trane Technologies Supplemental Employee Savings Plan (amended and restated effective May 4, 2020).</u>	Incorporated by reference to Exhibit 10.15 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.20*	<u>Trane Technologies Supplemental Employee Savings Plan II (effective January 1, 2005 and amended and restated through May 4, 2020).</u>	Incorporated by reference to Exhibit 10.16 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.21*	<u>Trane Inc. Deferred Compensation Plan (as amended and restated as of May 4, 2020, except where otherwise stated).</u>	Incorporated by reference to Exhibit 10.17 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.22*	<u>Trane Technologies Supplemental Pension Plan (Amended and Restated Effective May 4, 2020).</u>	Incorporated by reference to Exhibit 10.18 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.23*	<u>Trane Technologies Supplemental Pension Plan II (Amended and Restated Effective May 4, 2020).</u>	Incorporated by reference to Exhibit 10.19 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.24*	<u>Trane Technologies Key Management Supplemental Program (Effective January 1, 2005 and Amended and Restated effective May 4, 2020).</u>	Incorporated by reference to Exhibit 10.22 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
10.25*	<u>Description of Annual Incentive Matrix Program.</u>	Incorporated by reference to Exhibit 10.23 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
10.26*	<u>Amendment One to the Trane Technologies Key Management Supplemental Program (effective October 11, 2022).</u>	Incorporated by reference to Exhibit 10.23 to the Company's 2022 Form 10-K (File No. 001-34400) filed with the SEC on February 10, 2023.
10.27*	<u>Trane Inc. Deferred Compensation Plan (as Amended and Restated as of May 4, 2020).</u>	Incorporated by reference to Exhibit 10.24 to the Company's 2022 Form 10-K (File No. 001-34400) filed with the SEC on February 10, 2023.
10.28*	<u>Form of Tier 1 Change in Control Agreement (New Officers on or after May 19, 2009).</u>	Incorporated by reference to Exhibit 10.32 to the Company's Form 10-Q for the period ended June 30, 2009 (File No. 001-34400) filed with the SEC on August 6, 2009.
10.29*	<u>Form of Tier 2 Change in Control Agreement (New Officers on or after May 19, 2009).</u>	Incorporated by reference to Exhibit 10.33 to the Company's Form 10-Q for the period ended June 30, 2009 (File No. 001-34400) filed with the SEC on August 6, 2009.
10.30*	<u>Amended and Restated Major Restructuring Severance Plan (as amended and restated effective May 4, 2020).</u>	Incorporated by reference to Exhibit 10.27 to the Company's 2020 Form 10-K (File No. 001-34400) filed with the SEC on February 9, 2021.
10.31*	<u>David S. Regnery Letter, dated as of September 1, 2017.</u>	Incorporated by reference to Exhibit 10.44 to the Company's Form 10-K for the year ended December 31, 2018 (File No. 001-34400) filed with the SEC on February 12, 2019.
10.32*	<u>David S. Regnery Letter, dated as of December 9, 2019.</u>	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 11, 2019.
10.33*	<u>David S. Regnery Letter, dated as of June 3, 2021.</u>	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 4, 2021.
10.34*	<u>Christopher J. Kuehn Letter, dated as of December 10, 2019.</u>	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 10, 2019.

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<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.35*	Paul A. Camuti Letter, dated December 5, 2019.	Incorporated by reference to Exhibit 10.42 to the Company's 2021 Form 10-K (File No. 001-34400) filed with the SEC on February 7, 2022.
10.36*	Mark Majocha Offer Letter dated October 12, 2022	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 14, 2022.
10.37*	Beth Elwell Offer Letter dated January 4, 2024	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on January 10, 2024.
10.38*	Mauro Atalla Offer Letter dated January 6, 2025	Filed herewith.
19	Insider Trading Policy	Filed herewith.
21	List of Subsidiaries of Trane Technologies plc.	Filed herewith.
22.1	List of Guarantors and Subsidiary Issuers of Guaranteed Securities.	Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm.	Filed herewith.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32	Certifications of Chief Executive Officer and Chief Financial Officer Pursuant to Rule 13a-14(b) or Rule 15d-14(b) and 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.
97.1	Trane Technologies plc Clawback / Recoupment Policy	Filed herewith.
97.2	Trane Technologies Financing Limited Clawback / Recoupment Policy	Filed herewith.
101	The following materials from the Company's Annual Report on Form 10-K for the year ended December 31, 2024, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) the Consolidated Statements of Earnings, (ii) the Consolidated Statements of Comprehensive Income, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Equity, (v) the Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements.	Furnished herewith.
104	Cover Page Interactive Data File (embedded within the iXBRL document and contained in Exhibit 101).	Filed herewith.

* Management contract or compensatory plan or arrangement.

Item 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TRANE TECHNOLOGIES PLC
(Registrant)

By: /s/ David S. Regnery

David S. Regnery
Chair of the Board and Chief Executive Officer (Principal Executive Officer)

Date: February 6, 2025

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Pursuant to the requirement of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ David S. Regnery</u> (David S. Regnery)	Chair of the Board and Chief Executive Officer (Principal Executive Officer)	February 6, 2025
<u>/s/ Christopher J. Kuehn</u> (Christopher J. Kuehn)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 6, 2025
<u>/s/ Elizabeth Elwell</u> (Elizabeth Elwell)	Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 6, 2025
<u>/s/ Kirk E. Arnold</u> (Kirk E. Arnold)	Director	February 6, 2025
<u>/s/ Ana P. Assis</u> (Ana P. Assis)	Director	February 6, 2025
<u>/s/ Ann C. Berzin</u> (Ann C. Berzin)	Director	February 6, 2025
<u>/s/ April Miller Boise</u> (April Miller Boise)	Director	February 6, 2025
<u>/s/ Gary D. Forsee</u> (Gary D. Forsee)	Director	February 6, 2025
<u>/s/ Mark R. George</u> (Mark R. George)	Director	February 6, 2025
<u>/s/ John A. Hayes</u> (John A. Hayes)	Director	February 6, 2025
<u>/s/ Linda P. Hudson</u> (Linda P. Hudson)	Director	February 6, 2025
<u>/s/ Myles P. Lee</u> (Myles P. Lee)	Director	February 6, 2025
<u>/s/ Melissa N. Schaeffer</u> (Melissa N. Schaeffer)	Director	February 6, 2025
<u>/s/ John P. Surma</u> (John P. Surma)	Director	February 6, 2025

TRANE TECHNOLOGIES PLC
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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Trane Technologies plc

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Trane Technologies plc and its subsidiaries (the "Company") as of December 31, 2024 and 2023 and the related consolidated statements of earnings, of comprehensive income, of equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

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

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

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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

Critical Audit Matters

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

Revenue Recognition from Contracts with Customers

As described in Notes 2 and 12 to the consolidated financial statements, the Company recognized \$19.8 billion of consolidated net revenue for the year ended December 31, 2024. Revenue is recognized when control of a good or service promised in a contract (i.e., performance obligation) is transferred to a customer. Control is obtained when a customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service. A majority of the Company's revenue is recognized at a point-in-time as control is transferred at a distinct point in time per the terms of a contract. However, a portion of the Company's revenue is recognized over-time as the customer simultaneously receives control as the Company performs work under a contract. For these arrangements, management uses the cost-to-cost input method as it best depicts the transfer of control to the customer that occurs as the Company incurs costs. The transaction price allocated to performance obligations reflects the Company's expectations about the consideration it will be entitled to receive from a customer. To determine the transaction price, management assesses variable and noncash consideration as well as whether a significant financing component exists.

The principal considerations for our determination that performing procedures relating to revenue recognition from contracts with customers is a critical audit matter are the high degree of auditor effort in performing procedures and evaluating audit evidence related to the Company's revenue recognition of point-in-time and over-time contracts with customers.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process on the Company's point-in-time and over-time contracts with customers. These procedures also included, among others (i) evaluating revenue transactions on a sample basis by obtaining and inspecting evidence of an arrangement with a customer, evidence of goods delivered or services provided and evidence of consideration received in exchange for transferring those goods or services, and (ii) evaluating the completeness and accuracy of data provided by management.

Annual Goodwill Impairment Test – Nuvolo Reporting Unit

As described in Notes 2 and 5 to the consolidated financial statements, the Company's consolidated goodwill balance was \$6,128 million as of December 31, 2024, of which \$313 million relates to one reporting unit formed upon the acquisition of Nuvolo in November 2023. Management tests goodwill for impairment annually during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of the asset is more likely than not less than the carrying amount of the asset. Impairment of goodwill is tested at the reporting unit level. The test compares the carrying amount of the reporting unit to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, an impairment loss would be recognized for the amount by which the reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit. As disclosed by management, because quoted market prices are not available for the Company's reporting units, the calculation of their estimated fair value is determined using three valuation techniques: a discounted cash flow model (an income approach), a market-adjusted multiple of earnings or revenues (a market approach), and a similar transactions method (also a market approach). The discounted cash flow approach relies on management's estimates of future cash flows and explicitly addresses factors such as timing, revenue growth rates, and margins, with due consideration given to forecasting risk. The market-adjusted multiple of earnings or revenues approach reflects the market's expectations for future growth and risk, with adjustments to account for differences between the guideline publicly traded companies and the Company's reporting units. The similar transactions method considers prices paid in transactions that have recently occurred in the reporting unit's industry or in related industries. These valuation techniques are weighted 50%, 40% and 10%, respectively. Under the income approach, management's assumptions include the revenue growth rate and discount rate. Under the guideline public company method, the Company used multiples of earnings before interest, taxes, depreciation and amortization (EBITDA) or revenues based on the market information of comparable companies.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the Nuvolo reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the Nuvolo reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to revenue growth rate and discount rate used in the

discounted cash flow valuation model; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment test, including controls over the valuation of the Nuvolo reporting unit. These procedures also included, among others (i) testing management's process for developing the fair value estimate of the Nuvolo reporting unit; (ii) evaluating the appropriateness of the valuation techniques used by management; (iii) testing the completeness and accuracy of underlying data used in the discounted cash flow model and market-adjusted multiple of revenues valuation approach; and (iv) evaluating the reasonableness of the significant assumptions used by management related to revenue growth rate and discount rate used in the discounted cash flow valuation model. Evaluating management's assumptions related to revenue growth rate involved evaluating whether the assumptions used by management were reasonable considering (i) the current performance of the Nuvolo reporting unit; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the valuation techniques and (ii) the reasonableness of the discount rate assumption.

/s/ PricewaterhouseCoopers LLP
Charlotte, North Carolina
February 6, 2025

We have served as the Company's auditor since at least 1906. We have not been able to determine the specific year we began serving as auditor of the Company.

Trane Technologies plc

Consolidated Statements of Earnings

In millions, except per share amounts

For the years ended December 31,

	2024	2023	2022
Net revenues			
Products	\$ 13,314.5	\$ 11,975.4	\$ 10,930.8
Services	6,523.7	5,702.2	5,060.9
	19,838.2	17,677.6	15,991.7
Costs and expenses			
Cost of products sold	(8,927.9)	(8,414.2)	(7,935.2)
Cost of services sold	(3,829.8)	(3,406.2)	(3,091.7)
Selling and administrative expenses	(3,580.4)	(2,963.2)	(2,545.9)
Operating income	3,500.1	2,894.0	2,418.9
Interest expense	(238.4)	(234.5)	(223.5)
Other income/(expense), net	(19.9)	(92.2)	(23.3)
Earnings before income taxes	3,241.8	2,567.3	2,172.1
Provision for income taxes	(627.6)	(498.4)	(375.9)
Earnings from continuing operations	2,614.2	2,068.9	1,796.2
Discontinued operations, net of tax	(24.7)	(27.2)	(21.5)
Net earnings	2,589.5	2,041.7	1,774.7
Less: Net earnings from continuing operations attributable to noncontrolling interests	(21.6)	(17.8)	(18.2)
Net earnings attributable to Trane Technologies plc	\$ 2,567.9	\$ 2,023.9	\$ 1,756.5
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	\$ 2,592.6	\$ 2,051.1	\$ 1,778.0
Discontinued operations	(24.7)	(27.2)	(21.5)
Net earnings	\$ 2,567.9	\$ 2,023.9	\$ 1,756.5
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	\$ 11.46	\$ 8.97	\$ 7.65
Discontinued operations	(0.11)	(0.12)	(0.10)
Net earnings	\$ 11.35	\$ 8.85	\$ 7.55
Diluted:			
Continuing operations	\$ 11.35	\$ 8.89	\$ 7.57
Discontinued operations	(0.11)	(0.12)	(0.09)
Net earnings	\$ 11.24	\$ 8.77	\$ 7.48

See accompanying notes to Consolidated Financial Statements.

Trane Technologies plc

Consolidated Statements of Comprehensive Income

In millions

For the years ended December 31,

	2024	2023	2022
Net earnings	\$ 2,589.5	\$ 2,041.7	\$ 1,774.7
Other comprehensive income (loss):			
Currency translation	(201.6)	72.5	(202.7)
Cash flow hedges			
Unrealized net gains (losses) arising during period	(6.8)	(4.4)	(24.3)
Net (gains) losses reclassified into earnings	1.0	13.5	10.2
Tax (expense) benefit	1.4	(1.6)	2.5
Total cash flow hedges, net of tax	(4.4)	7.5	(11.6)
Pension and OPEB adjustments:			
Prior service costs for the period	—	—	(3.3)
Net actuarial gains (losses) for the period	(0.1)	16.8	54.2
Amortization reclassified into earnings	5.4	7.4	21.6
Net curtailment and settlement losses reclassified into earnings	(1.0)	1.4	15.0
Currency translation and other	11.0	(3.7)	12.7
Tax (expense) benefit	(3.2)	(6.2)	(16.1)
Total pension and OPEB adjustments, net of tax	12.1	15.7	84.1
Other comprehensive income (loss), net of tax	(193.9)	95.7	(130.2)
Comprehensive income, net of tax	\$ 2,395.6	\$ 2,137.4	\$ 1,644.5
Less: Comprehensive income attributable to noncontrolling interests	(21.0)	(18.1)	(16.6)
Comprehensive income attributable to Trane Technologies plc	\$ 2,374.6	\$ 2,119.3	\$ 1,627.9

See accompanying notes to Consolidated Financial Statements.

Trane Technologies plc

Consolidated Balance Sheets

In millions, except share amounts

December 31,	2024	2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,590.1	\$ 1,095.3
Accounts and notes receivable, net	3,090.2	2,956.8
Inventories	1,971.5	2,152.1
Other current assets	686.0	665.7
Total current assets	7,337.8	6,869.9
Property, plant and equipment, net	2,024.5	1,772.2
Goodwill	6,127.9	6,095.3
Intangible assets, net	3,308.2	3,439.8
Other noncurrent assets	1,348.3	1,214.7
Total assets	\$ 20,146.7	\$ 19,391.9
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 2,148.0	\$ 2,025.2
Accrued compensation and benefits	678.4	591.7
Accrued expenses and other current liabilities	2,790.3	2,634.7
Short-term borrowings and current maturities of long-term debt	452.2	801.9
Total current liabilities	6,068.9	6,053.5
Long-term debt	4,318.1	3,977.9
Postemployment and other benefit liabilities	561.9	596.9
Deferred and noncurrent income taxes	586.6	703.7
Other noncurrent liabilities	1,124.3	1,042.9
Total liabilities	12,659.8	12,374.9
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, \$1.00 par value (248,971,153 and 251,673,874 shares issued at December 31, 2024 and 2023, respectively)	249.0	251.7
Ordinary shares held in treasury, at cost (24,497,206 and 24,500,713 shares at December 31, 2024 and 2023, respectively)	(1,719.3)	(1,719.4)
Retained earnings	9,791.8	9,133.7
Accumulated other comprehensive income (loss)	(864.1)	(670.8)
Total Trane Technologies plc shareholders' equity	7,457.4	6,995.2
Noncontrolling interest	29.5	21.8
Total equity	7,486.9	7,017.0
Total liabilities and equity	\$ 20,146.7	\$ 19,391.9

See accompanying notes to Consolidated Financial Statements.

Trane Technologies plc
Consolidated Statements of Equity

<i>In millions, except per share amounts</i>	Trane Technologies plc shareholders' equity							
	Total equity	Ordinary shares		Ordinary shares held in treasury, at cost	Capital in excess of par value	Retained earnings	Accumulated other comprehensive income (loss)	Noncontrolling Interest
		Amount at par value	Shares					
Balance at December 31, 2021	\$ 6,273.1	\$ 259.7	259.7	\$ (1,719.4)	\$ —	\$ 8,353.2	\$ (637.6)	\$ 17.2
Net earnings	1,774.7	—	—	—	—	1,756.5	—	18.2
Other comprehensive income (loss)	(130.2)	—	—	—	—	—	(128.6)	(1.6)
Shares issued under incentive stock plans	2.6	1.1	1.1	—	1.5	—	—	—
Repurchase of ordinary shares	(1,200.2)	(7.5)	(7.5)	—	(45.4)	(1,147.3)	—	—
Share-based compensation	54.3	—	—	—	56.2	(1.9)	—	—
Dividends declared to noncontrolling interest	(14.5)	—	—	—	—	—	—	(14.5)
Cash dividends declared (\$2.68 per share)	(620.7)	—	—	—	—	(620.7)	—	—
Acquisition/divestiture of noncontrolling interests	(15.1)	—	—	—	(12.4)	—	—	(2.7)
Separation of Ingersoll Rand Industrial	(18.9)	—	—	—	—	(18.9)	—	—
Other	0.1	—	—	—	0.1	—	—	—
Balance at December 31, 2022	\$ 6,105.2	\$ 253.3	253.3	\$ (1,719.4)	\$ —	\$ 8,320.9	\$ (766.2)	\$ 16.6
Net earnings	2,041.7	—	—	—	—	2,023.9	—	17.8
Other comprehensive income (loss)	95.7	—	—	—	—	—	95.4	0.3
Shares issued under incentive stock plans	79.3	1.7	1.7	—	77.6	—	—	—
Repurchase of ordinary shares	(669.3)	(3.3)	(3.3)	—	(142.1)	(523.9)	—	—
Share-based compensation	61.6	—	—	—	64.3	(2.7)	—	—
Dividends declared to noncontrolling interest	(12.9)	—	—	—	—	—	—	(12.9)
Cash dividends declared (\$3.00 per share)	(684.5)	—	—	—	—	(684.5)	—	—
Other	0.2	—	—	—	0.2	—	—	—
Balance at December 31, 2023	\$ 7,017.0	\$ 251.7	251.7	\$ (1,719.4)	\$ —	\$ 9,133.7	\$ (670.8)	\$ 21.8
Net earnings	2,589.5	—	—	—	—	2,567.9	—	21.6
Other comprehensive income (loss)	(193.9)	—	—	—	—	—	(193.3)	(0.6)
Shares issued under incentive stock plans	46.9	1.2	1.2	0.1	45.6	—	—	—
Repurchase of ordinary shares	(1,280.8)	(3.9)	(3.9)	—	(128.6)	(1,148.3)	—	—
Share-based compensation	80.1	—	—	—	82.9	(2.8)	—	—
Dividends declared to noncontrolling interest	(13.3)	—	—	—	—	—	—	(13.3)
Cash dividends declared (\$3.36 per share)	(758.7)	—	—	—	—	(758.7)	—	—
Other	0.1	—	—	—	0.1	—	—	—
Balance at December 31, 2024	\$ 7,486.9	\$ 249.0	249.0	\$ (1,719.3)	\$ —	\$ 9,791.8	\$ (864.1)	\$ 29.5

See accompanying notes to Consolidated Financial Statements.

Trane Technologies plc

Consolidated Statements of Cash Flows

In millions

For the years ended December 31,

	2024	2023	2022
Cash flows from operating activities:			
Net earnings	\$ 2,589.5	\$ 2,041.7	\$ 1,774.7
Discontinued operations, net of tax	24.7	27.2	21.5
Adjustments for non-cash transactions:			
Depreciation and amortization	379.4	348.1	323.6
Pension and other postretirement benefits	40.6	51.0	55.6
Stock settled share-based compensation	82.9	64.3	56.3
Other non-cash items, net	(178.3)	(32.7)	17.1
Changes in other assets and liabilities, net of the effects of acquisitions:			
Accounts and notes receivable	(180.6)	(110.1)	(345.4)
Inventories	162.5	(96.4)	(466.7)
Other current and noncurrent assets	(162.4)	(152.3)	(116.8)
Accounts payable	100.9	(125.3)	317.9
Other current and noncurrent liabilities	318.5	411.3	60.9
Net cash provided by (used in) continuing operating activities	3,177.7	2,426.8	1,698.7
Net cash provided by (used in) discontinued operating activities	(32.1)	(37.2)	(194.7)
Net cash provided by (used in) operating activities	3,145.6	2,389.6	1,504.0
Cash flows from investing activities:			
Capital expenditures	(370.6)	(300.7)	(291.8)
Acquisitions of businesses, net of cash acquired	(180.3)	(862.8)	(234.7)
Proceeds from sale of property, plant and equipment	4.7	9.2	9.7
Purchases of short-term investments	(450.0)	—	—
Proceeds from short-term investments	450.0	—	—
Other investing activities, net	(16.7)	(17.9)	(23.0)
Net cash provided by (used in) continuing investing activities	(562.9)	(1,172.2)	(539.8)
Net cash provided by (used in) discontinued investing activities	—	—	(0.6)
Net cash provided by (used in) investing activities	(562.9)	(1,172.2)	(540.4)
Cash flows from financing activities:			
Short-term borrowings (payments), net	—	(1.9)	—
Proceeds from long-term debt	498.5	699.2	—
Payments of long-term debt	(507.5)	(754.6)	(9.6)
Net proceeds from (payments of) debt	(9.0)	(57.3)	(9.6)
Debt issuance costs	(4.6)	(6.4)	(2.1)
Dividends paid to ordinary shareholders	(757.5)	(683.7)	(620.2)
Dividends paid to noncontrolling interests	(13.3)	(12.9)	(14.5)
Proceeds (payments) from shares issued under incentive plans, net	46.9	79.3	2.6
Repurchase of ordinary shares	(1,280.8)	(669.3)	(1,200.2)
Settlement related to special cash payment	—	—	(6.2)
Other financing activities, net	(2.3)	—	(2.0)
Net cash provided by (used in) financing activities	(2,020.6)	(1,350.3)	(1,852.2)
Effect of exchange rate changes on cash and cash equivalents	(67.3)	7.7	(50.1)
Net increase (decrease) in cash and cash equivalents	494.8	(125.2)	(938.7)
Cash and cash equivalents – beginning of period	1,095.3	1,220.5	2,159.2
Cash and cash equivalents – end of period	\$ 1,590.1	\$ 1,095.3	\$ 1,220.5
Cash paid during the year for:			
Interest	\$ 233.3	\$ 217.4	\$ 218.0
Income taxes, net of refunds	\$ 710.5	\$ 523.6	\$ 321.3

See accompanying notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. DESCRIPTION OF COMPANY

Trane Technologies plc, a public limited company, incorporated in Ireland in 2009, and its consolidated subsidiaries (collectively we, our, the Company or Trane Technologies) is a global climate innovator. The Company brings sustainable and efficient solutions to buildings, homes and transportation through the Company's strategic brands, Trane® and Thermo King®, and its environmentally responsible portfolio of products, services and connected intelligent controls. The Company generates revenue and cash primarily through the design, manufacture, sales and service of solutions for Heating, Ventilation and Air Conditioning (HVAC), transport refrigeration, and custom refrigeration solutions.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies used in the preparation of the accompanying Consolidated Financial Statements follows:

Basis of Presentation: The accompanying Consolidated Financial Statements reflect the consolidated operations of the Company and have been prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP) as defined by the Financial Accounting Standards Board (FASB) within the FASB Accounting Standards Codification (ASC). Intercompany accounts and transactions have been eliminated.

The results of operations and cash flows of all discontinued operations have been separately reported as discontinued operations for all periods presented. The Company recorded certain income and expenses associated with asbestos liabilities and corresponding insurance recoveries within *Discontinued operations, net of tax*, as they related to previously divested businesses, except for amounts associated with the predecessor of the Murray Boiler LLC (Murray) asbestos liabilities and corresponding insurance recoveries, which were recorded within continuing operations. See Note 20, "Commitments and Contingencies" for more information regarding asbestos-related matters.

The Consolidated Financial Statements include all majority-owned subsidiaries of the Company. A noncontrolling interest in a subsidiary is considered an ownership interest in a majority-owned subsidiary that is not attributable to the parent. The Company includes *Noncontrolling interest* as a component of *Total equity* in the Consolidated Balance Sheets and the *Net earnings attributable to noncontrolling interests* are presented as an adjustment from *Net earnings* used to arrive at *Net earnings attributable to Trane Technologies plc* in the Consolidated Statements of Earnings.

Use of Estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities at the date of the financial statements as well as the reported amounts of revenues and expenses during the reporting period. Estimates are based on several factors including the facts and circumstances available at the time the estimates are made, historical experience, risk of loss, general economic conditions and trends, and the assessment of the probable future outcome. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the Consolidated Statements of Earnings in the period that they are determined.

Currency Translation: Assets and liabilities of non-U.S. subsidiaries, where the functional currency is not the U.S. dollar, have been translated at year-end exchange rates, and income and expense accounts have been translated using average exchange rates throughout the year. Adjustments resulting from the process of translating an entity's financial statements into the U.S. dollar have been recorded in the equity section of the Consolidated Balance Sheets within *Accumulated other comprehensive income (loss)*. Transactions that are denominated in a currency other than an entity's functional currency are subject to changes in exchange rates with the resulting gains and losses recorded within *Other income/(expense), net*.

Cash and Cash Equivalents: Cash and cash equivalents include cash on hand, demand deposits and all highly liquid investments with original maturities at the time of purchase of three months or less. The Company maintains amounts on deposit at various financial institutions, which may at times exceed federally insured limits. However, management periodically evaluates the credit-worthiness of those institutions and has not experienced any losses on such deposits.

Allowance for Credit Losses: The Company maintains an allowance for credit losses which represents the best estimate of expected loss inherent in the Company's accounts receivable portfolio. This estimate is based upon a two-step policy that results in the total recorded allowance for credit losses. The first step is to record a portfolio reserve based on the aging of the outstanding accounts receivable portfolio and the Company's historical experience with the Company's end markets, customer base and products. The second step is to create a specific reserve for significant accounts as to which the customer's ability to satisfy their financial obligation to the Company is in doubt due to circumstances such as bankruptcy, deteriorating operating results or financial position. In these circumstances, management uses its judgment to record an allowance based on the best estimate of expected loss, factoring in such considerations as the market value of collateral, if applicable. Actual results could differ from those estimates. These estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the Consolidated Statements of Earnings in the period that they are determined. The Company's allowance for credit losses was \$56.6 million and \$44.8 million as of December 31, 2024 and 2023, respectively.

Inventories: Depending on the business, U.S. inventories are stated at the lower of cost or market using the last-in, first-out (LIFO) method or the lower of cost and net realizable value (NRV) using the first-in, first-out (FIFO) method. Non-U.S. inventories are stated at the lower of cost and NRV using the FIFO method. At both December 31, 2024 and 2023, approximately 59% of all inventory utilized the LIFO method.

Property, Plant and Equipment: Property, plant and equipment are stated at cost, less accumulated depreciation. Assets placed in service are recorded at cost and depreciated using the straight-line method over the estimated useful life of the asset except for leasehold improvements, which are depreciated over the shorter of their economic useful life or their lease term. The range of useful lives used to depreciate property, plant and equipment is as follows:

Buildings	10	to	50	years
Machinery and equipment	2	to	12	years
Software	2	to	7	years

Major expenditures for replacements and significant improvements that increase asset values and extend useful lives are also capitalized. Capitalized costs are amortized over their estimated useful lives using the straight-line method. Repairs and maintenance expenditures that do not extend the useful life of the asset are charged to expense as incurred. The carrying amounts of assets that are sold or retired and the related accumulated depreciation are removed from the accounts in the year of disposal, and any resulting gain or loss is reflected within current earnings.

The Company assesses the recoverability of the carrying value of its property, plant and equipment whenever events or changes in circumstances indicate that the carrying amount of the asset group may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset group to the future net undiscounted cash flows expected to be generated by the asset group. If the undiscounted cash flows are less than the carrying amount of the asset group, an impairment loss is recognized for the amount by which the carrying value of the asset group exceeds the fair value of the asset group.

Goodwill and Intangible Assets: The Company records as goodwill the excess of the purchase price over the fair value of the net assets acquired in a business combination. Measurement period adjustments may be recorded once a final valuation has been performed. Goodwill and other indefinite-lived intangible assets are tested and reviewed annually for impairment during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of the asset is more likely than not less than the carrying amount of the asset. In addition, an interim impairment test is completed upon a triggering event or when there is a reorganization of reporting structure or disposal of all or a portion of a reporting unit.

Impairment of goodwill is tested at the reporting unit level. The test compares the carrying amount of the reporting unit to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, an impairment loss would be recognized for the amount by which the reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit.

Intangible assets such as customer-related intangible assets and other intangible assets with finite useful lives are amortized on a straight-line basis over their estimated economic lives. The weighted-average useful lives approximate the following:

Customer relationships	15 years
Other	8 years

The Company assesses the recoverability of the carrying value of its intangible assets with finite useful lives whenever events or changes in circumstances indicate that the carrying amount of the asset group may not be recoverable. Recoverability is measured by a comparison of the carrying amount of an asset group to the future net undiscounted cash flows expected to be generated by the asset group. If the undiscounted cash flows are less than the carrying amount of the asset group, an impairment loss is recognized for the amount by which the carrying value of the asset group exceeds the fair value of the asset group.

Business Combinations: Acquisitions that meet the definition of a business combination are recorded using the acquisition method of accounting. The Company includes the operating results of acquired entities from their respective dates of acquisition. The Company recognizes and measures the identifiable assets acquired, liabilities assumed, including contingent consideration relating to earnout provisions, and any non-controlling interest as of the acquisition date fair value. The excess, if any, of total consideration transferred in a business combination over the fair value of identifiable assets acquired, liabilities assumed and any non-controlling interest is recognized as goodwill. Costs incurred as a result of a business combination other than costs related to the issuance of debt or equity securities are recorded in the period the costs are incurred. Additionally, at each reporting period, contingent consideration is remeasured to fair value, with changes recorded in *Selling and administrative expenses* in the Consolidated Statements of Earnings.

Equity Investments: Partially-owned equity affiliates generally represent 20-50% ownership interests in equity investments where the Company demonstrates significant influence, but does not have a controlling financial interest. Partially-owned equity affiliates are accounted for under the equity method.

The Company invests in companies that complement existing products and services further enhancing its product portfolio. The Company records equity investments for which it does not have significant influence and without a readily determinable fair value at cost with adjustments for observable changes in price or impairment as permitted by the measurement alternative. Investments for which the measurement alternative has been elected are assessed for impairment upon a triggering event. Equity investments without a readily determinable fair value were \$87.7 million and \$69.9 million for the years ended December 31, 2024 and December 31, 2023, respectively.

Employee Benefit Plans: The Company provides a range of benefits, including pensions, postretirement and postemployment benefits to eligible current and former employees. Determining the cost associated with such benefits is dependent on various actuarial assumptions, including discount rates, expected return on plan assets, compensation increases, mortality, turnover rates, and healthcare cost trend rates. Actuaries perform the required calculations to determine expense in accordance with GAAP. Actual results may differ from the actuarial assumptions and are generally accumulated into *Accumulated other comprehensive income (loss)* and amortized into *Net earnings* over future periods. The Company reviews its actuarial assumptions at each measurement date and makes modifications to the assumptions based on current rates and trends, if appropriate.

Loss Contingencies: Liabilities are recorded for various contingencies arising in the normal course of business. The Company has recorded reserves in the financial statements related to these matters, which are developed using input derived from actuarial estimates and historical and anticipated experience data depending on the nature of the reserve, and in certain instances with consultation of legal counsel, internal and external consultants and engineers. Subject to the uncertainties inherent in estimating future costs for these types of liabilities, the Company believes its estimated reserves are reasonable and does not believe the final determination of the liabilities with respect to these matters would have a material effect on the financial condition, results of operations, liquidity or cash flows of the Company for any year.

Environmental Costs: The Company is subject to laws and regulations relating to protecting the environment. Environmental expenditures relating to current operations are expensed or capitalized as appropriate. Expenditures relating to existing conditions caused by past operations, which do not contribute to current or future revenues, are expensed. Liabilities for remediation costs are recorded when they are probable and can be reasonably estimated, generally no later than the completion of feasibility studies or the Company's commitment to a plan of action. The assessment of this liability, which is calculated based on existing remediation technology, does not reflect any offset for possible recoveries from insurance companies, and is not discounted.

Product Warranties: Standard product warranty accruals are recorded at the time of sale and are estimated based upon product warranty terms and historical experience. The Company assesses the adequacy of its liabilities and will make adjustments as necessary based on known or anticipated warranty claims, or as new information becomes available. The Company's extended warranty liability represents the deferred revenue associated with its extended warranty contracts and is amortized into revenue on a straight-line basis over the life of the contract, unless another method is more representative of the costs incurred. The Company assesses the adequacy of its liability by evaluating the expected costs under its existing contracts to ensure these expected costs do not exceed the extended warranty liability.

Income Taxes: Deferred tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, applying enacted tax rates expected to be in effect for the year in which the differences are expected to reverse. The Company recognizes future tax benefits, such as net operating losses and tax credits, to the extent that realizing these benefits is considered in its judgment to be more likely than not. The Company regularly reviews the recoverability of its deferred tax assets considering its historic profitability, projected future taxable income, timing of the reversals of existing temporary differences and the feasibility of its tax planning strategies. Where appropriate, the Company records a valuation allowance with respect to a future tax benefit.

Revenue Recognition: Revenue is recognized when control of a good or service promised in a contract (i.e., performance obligation) is transferred to a customer. Control is obtained when a customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service. The majority of the Company's revenue is recognized at a point-in-time as control is transferred at a distinct point in time per the terms of a contract. However, a portion of the Company's revenue is recognized over-time as the customer simultaneously receives control as the Company performs work under a contract. For these arrangements, the cost-to-cost input method (percentage of completion) is used as it best depicts the transfer of control to the customer that occurs as the Company incurs costs. See Note 12, "Revenue" to the Consolidated Financial Statements for additional information regarding revenue recognition.

Research and Development Costs: The Company conducts research and development activities focused on product and system sustainability improvements such as increasing energy efficiency, developing products that allow for use of lower global warming potential refrigerants, reducing material content in products, and designing products for circularity. These expenditures are expensed when incurred. For the years ended December 31, 2024, 2023 and 2022, these expenditures amounted to \$309.6 million, \$252.3 million and \$211.2 million, respectively.

Recent Accounting Pronouncements

The FASB ASC is the sole source of authoritative GAAP other than the Securities and Exchange Commission (SEC) issued rules and regulations that apply only to SEC registrants. The FASB issues an Accounting Standard Update (ASU) to communicate changes to the codification. The Company considers the applicability and impact of all ASU's. ASU's not listed below were assessed and determined to be either not applicable or are not expected to have a material impact on the consolidated financial statements.

Recently Adopted Accounting Pronouncements

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" (ASU 2023-07) which requires public entities to disclose information about their reportable segments' oversight and significant expenses on an interim and annual basis. The ASU is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. The Company adopted this, as required, for the year ended December 31, 2024. See Note 19, "Business Segment Information" for more information regarding the Company's segment disclosures.

In September 2022, the FASB issued ASU 2022-04, "Liabilities - Supplier Finance Program (Subtopic 405-50): Disclosure of Supplier Program Finance Obligations," which requires that a company that enters into a supplier finance program disclose sufficient information about the program to allow a user of financial statements to understand the program's nature, activity during the period, changes from period to period, and potential magnitude. To achieve that objective, the Company should disclose qualitative and quantitative information about its supplier finance programs. The Company adopted this standard on January 1, 2023, except for the amendment on roll forward information which is effective for fiscal years beginning after December 15, 2023. See Note 8, "Supplier Financing Arrangements" for more information regarding the Company's supplier financing program.

In November 2021, the FASB issued ASU 2021-10, "Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance" (ASU 2021-10), which requires additional disclosures regarding government grants and cash contributions. The additional disclosures required by this update include information about the nature of the transactions and the related accounting policy used to account for the transaction, the financial statement line items affected by the transactions and the amounts applicable to each financial statement line item and significant terms and conditions of the transactions, including commitments and contingencies. ASU 2021-10 is effective for annual periods beginning after December 15, 2021 with early adoption permitted. The Company adopted this standard on January 1, 2022 with no material impact on its Consolidated Financial Statements.

Accounting Pronouncements Issued but not yet Adopted

In November 2024, the FASB issued ASU 2024-03, "Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40)" (ASU 2024-03) which requires additional disaggregated disclosures in the notes to financial statements for certain categories of expenses that are included on the face of the income statement. The ASU is effective for fiscal years beginning after December 15, 2026 and interim periods beginning after December 15, 2027. Early adoption is permitted. The Company does not currently expect to adopt this ASU before the required effective date. The Company is evaluating the impact of the standard on its financial statement disclosures.

In December 2023, the FASB issued ASU 2023-09, "Improvements to Income Tax Disclosures (Topic 740)" (ASU 2023-09) which improves the transparency of income tax disclosures by requiring consistent categories and greater disaggregation of information in the rate reconciliation and income taxes paid disaggregated by jurisdiction. The ASU is effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The Company does not currently expect to adopt this ASU before the required effective date. The Company is evaluating the impact of the standard on its financial statement disclosures.

In October 2023, the FASB issued ASU 2023-06, "Disclosure Improvements: Codification Amendments in Response to SEC's Disclosure Update and Simplification Initiative" (ASU 2023-06) to amend a variety of disclosure requirements in the ASC. The effective date for each amendment will be the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective. Early adoption is prohibited. Upon adoption, this ASU is not expected to have a material impact on its financial statement disclosures.

NOTE 3. INVENTORIES

At December 31, the major classes of inventory were as follows:

<i>In millions</i>	2024	2023
Raw materials	\$ 612.3	\$ 605.1
Work-in-process	374.4	385.1
Finished goods	1,153.5	1,332.3
	2,140.2	2,322.5
LIFO reserve	(168.7)	(170.4)
Total	\$ 1,971.5	\$ 2,152.1

The Company performs periodic assessments to determine the existence of obsolete, slow-moving and non-saleable inventories and records necessary provisions to reduce such inventories to the lower of cost and NRV. Reserve balances, primarily related to obsolete and slow-moving inventories, were \$163.7 million and \$143.5 million at December 31, 2024 and December 31, 2023, respectively.

NOTE 4. PROPERTY, PLANT AND EQUIPMENT

At December 31, the major classes of property, plant and equipment were as follows:

<i>In millions</i>	2024	2023
Land	\$ 41.1	\$ 42.3
Buildings	935.8	832.8
Machinery and equipment	2,478.2	2,224.4
Software	752.5	721.4
	4,207.6	3,820.9
Accumulated depreciation	(2,183.1)	(2,048.7)
Total	\$ 2,024.5	\$ 1,772.2

Depreciation expense for the years ended December 31, 2024, 2023 and 2022 was \$194.0 million, \$178.3 million and \$176.5 million, which includes amounts for software amortization of \$38.2 million, \$36.5 million and \$42.1 million, respectively.

NOTE 5. GOODWILL

The changes in the carrying amount of goodwill are as follows:

<i>In millions</i>	Americas		EMEA		Asia Pacific		Total
Net balance as of December 31, 2022	\$	4,226.8	\$	714.9	\$	562.0	\$ 5,503.7
Acquisitions ⁽¹⁾		453.7		112.8		—	566.5
Measurement period adjustments		(8.7)		10.0		(0.1)	1.2
Currency translation		3.5		31.3		(10.9)	23.9
Net balance as of December 31, 2023		4,675.3		869.0		551.0	6,095.3
Acquisitions ⁽¹⁾		102.4		—		—	102.4
Measurement period adjustments		(2.2)		1.8		—	(0.4)
Currency translation		(6.4)		(49.2)		(13.8)	(69.4)
Net balance as of December 31, 2024	\$	4,769.1	\$	821.6	\$	537.2	\$ 6,127.9

⁽¹⁾ Refer to Note 17, "Acquisitions and Divestitures" for more information regarding acquisitions.

The net goodwill balances at December 31, 2024, 2023 and 2022 include \$2,496.0 million of accumulated impairment, primarily related to the Americas segment. The accumulated impairment relates entirely to a charge recorded in 2008.

NOTE 6. INTANGIBLE ASSETS

The following table sets forth the gross amount and related accumulated amortization of the Company's intangible assets at December 31:

<i>In millions</i>	2024			2023		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Customer relationships	\$ 2,418.4	\$ (1,875.4)	\$ 543.0	\$ 2,384.4	\$ (1,731.4)	\$ 653.0
Other	423.1	(267.1)	156.0	419.6	(243.1)	176.5
Total finite-lived intangible assets	\$ 2,841.5	\$ (2,142.5)	\$ 699.0	\$ 2,804.0	\$ (1,974.5)	\$ 829.5
Trademarks (indefinite-lived)	2,609.2	—	2,609.2	2,610.3	—	2,610.3
Total	\$ 5,450.7	\$ (2,142.5)	\$ 3,308.2	\$ 5,414.3	\$ (1,974.5)	\$ 3,439.8

Intangible asset amortization expense for 2024, 2023 and 2022 was \$180.7 million, \$165.2 million and \$142.7 million, respectively.

Future estimated amortization expense on existing intangible assets in the next five years as of December 31, 2024 amounts to approximately:

<i>In millions</i>	
2025	\$ 156
2026	102
2027	73
2028	54
2029	52

NOTE 7. DEBT AND CREDIT FACILITIES

At December 31, *Short-term borrowings and current maturities of long-term debt* consisted of the following:

<i>In millions</i>	2024		2023	
Debentures with put feature	\$	295.0	\$	295.0
3.550% Senior Notes due 2024		—		499.4
7.200% Debentures due 2025		7.5		7.5
6.480% Senior Notes due 2025		149.7		—
Total	\$	452.2	\$	801.9

The Company's short-term obligations primarily consist of debentures with put features and current maturities of long-term debt. The weighted-average interest rate for *Short-term borrowings and current maturities of long-term debt* at December 31, 2024 and 2023 was 6.4% and 4.6%, respectively.

Commercial Paper Program

The Company uses borrowings under its commercial paper program for general corporate purposes. The maximum aggregate amount of unsecured commercial paper notes available to be issued, on a private placement basis, under the commercial paper program is \$2.0 billion as of December 31, 2024. Under the commercial paper program, the Company may issue notes from time to time through Trane Technologies HoldCo Inc. or Trane Technologies Financing Limited. Each of Trane Technologies plc, Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Americas Holding Corporation, Trane Technologies Global Holding II Company Limited, Trane Technologies Company LLC, Trane Technologies HoldCo Inc. and Trane Technologies Financing Limited provided irrevocable and unconditional guarantees for any notes issued under the commercial paper program. The Company had no outstanding balance under its commercial paper program as of December 31, 2024 and December 31, 2023.

Debentures with Put Feature

At both December 31, 2024 and December 31, 2023, the Company had \$295.0 million of fixed rate debentures outstanding which contain a put feature that the holders may exercise on each anniversary of the issuance date. If exercised, the Company is obligated to repay in whole or in part, at the holder's option, the outstanding principal amount of the debentures plus accrued interest. If these options are not exercised, the final contractual maturity dates would range between 2027 and 2028. Holders who had the option to exercise puts up to \$37.2 million for settlement in February 2024 and \$257.8 million for settlement in November 2024 did not exercise such option. During the year ended December 31, 2023, \$45.8 million put options were exercised.

At December 31, *long-term debt* excluding current maturities consisted of:

<i>In millions</i>	2024	2023
7.200% Debentures due 2025	\$ —	\$ 7.5
6.480% Debentures due 2025	—	149.7
3.500% Senior Notes due 2026	399.4	398.9
3.750% Senior Notes due 2028	547.9	547.3
3.800% Senior Notes due 2029	747.1	746.4
5.250% Senior Notes due 2033	694.0	693.3
5.100% Senior Notes due 2034	494.3	—
5.750% Senior Notes due 2043	495.7	495.4
4.650% Senior Notes due 2044	296.7	296.6
4.300% Senior Notes due 2048	296.7	296.6
4.500% Senior Notes due 2049	346.3	346.2
Total	\$ 4,318.1	\$ 3,977.9

Scheduled maturities of *long-term debt*, including current maturities, as of December 31, 2024 are as follows:

<i>In millions</i>	
2025	\$ 452.2
2026	399.4
2027	—
2028	547.9
2029	747.1
Thereafter	2,623.7
Total	\$ 4,770.3

Issuance of Senior Notes

In June 2024, the Company, through its wholly-owned subsidiary Trane Technologies Financing Limited, issued \$500.0 million aggregate principal amount of 5.100% Senior Notes due 2034. The notes are guaranteed by each of Trane Technologies plc, Trane Technologies Global Holding II Company Limited, Trane Technologies Americas Holding Corporation, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Company LLC and Trane Technologies Holdco Inc. The Company has the option to redeem the notes in whole or in part at any time prior to their stated maturity date at redemption prices set forth in the indenture agreement. The notes are subject to certain customary covenants, however, none of these covenants are considered restrictive to the Company's operations. The net proceeds from the offering were used to purchase short-term investments of \$450.0 million that matured in October 2024. The net proceeds of the short-term investments were used to fund the repayment of the \$500.0 million aggregate principal amount of the outstanding 3.550% Senior Notes that matured in November 2024, including payment of fees, expenses, and accrued interest in connection therewith.

Other Credit Facilities

The Company maintains two \$1.0 billion senior unsecured revolving credit facilities, one of which matures in June 2026 and the other which matures in April 2027 (collectively, the Facilities), through its wholly-owned subsidiaries, Trane Technologies HoldCo Inc. and Trane Technologies Financing Limited (collectively, the Borrowers). The Facilities include Environmental, Social, and Governance (ESG) metrics related to two of the Company's sustainability commitments: greenhouse gas intensity and participation of women in management. The Company's annual performance against these ESG metrics may result in price adjustments to the commitment fee and applicable interest rate.

The Facilities provide support for the Company's commercial paper program and can be used for working capital and other general corporate purposes. Trane Technologies plc, Trane Technologies Irish Holdings Unlimited Company, Trane Technologies Lux International Holding Company S.à.r.l., Trane Technologies Americas Holding Corporation, Trane Technologies Global Holding II Company Limited, and Trane Technologies Company LLC each provide irrevocable and unconditional guarantees for these Facilities. In addition, each Borrower will guarantee the obligations under the Facilities of the other Borrowers. Total commitments of \$2.0 billion were unused at December 31, 2024 and December 31, 2023.

Fair Value of Debt

The fair value of the Company's debt instruments at December 31, 2024 and December 31, 2023 was \$4.6 billion and \$4.7 billion, respectively. The Company measures the fair value of its debt instruments for disclosure purposes based upon observable market prices quoted on public exchanges for similar assets. These fair value inputs are considered Level 2 within the fair value hierarchy. See Note 9, "Fair Value Measurements" for information on the fair value hierarchy.

NOTE 8. SUPPLIER FINANCING ARRANGEMENTS

The Company has an agreement with a U.S. financial institution that allows its suppliers to sell their receivables to the financial institution at the sole discretion of both the supplier and the financial institution on terms that are negotiated between them. The Company may not always be notified when its suppliers sell receivables under this program.

The Company's obligations to its suppliers, including the amounts due and scheduled payment dates, are not impacted by the suppliers' decisions to sell their receivables under the program. The payment terms that the Company has with participating suppliers under these programs are generally up to 120 days. The changes in the supplier financing program for the year ended December 31, 2024 were as follows:

<i>In millions</i>	
Balance outstanding at beginning of year	\$246.0
Invoices confirmed during year	1,026.2
Confirmed invoices paid during year	(999.4)
Balance outstanding at end of year	\$272.8

Amounts due to suppliers participating in the supplier financing program are presented within *Accounts payable* in the Consolidated Balance Sheet.

NOTE 9. FAIR VALUE MEASUREMENTS

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy that prioritizes information used in developing assumptions when pricing an asset or liability is as follows:

- *Level 1*: Observable inputs such as quoted prices in active markets;
- *Level 2*: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- *Level 3*: Unobservable inputs where there is little or no market data, which requires the reporting entity to develop its own assumptions.

Observable market data is required to be used in making fair value measurements when available. When inputs used to measure fair value fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement.

The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2024:

In millions	Fair Value	Fair value measurements		
		Level 1	Level 2	Level 3
Assets:				
Derivative instruments	\$ 2.5	\$ —	\$ 2.5	\$ —
Liabilities:				
Derivative instruments	8.9	—	8.9	—
Contingent consideration	61.2	—	—	61.2

The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2023:

In Millions	Fair Value	Fair value measurements		
		Level 1	Level 2	Level 3
Assets:				
Derivative instruments	\$ 4.1	\$ —	\$ 4.1	\$ —
Liabilities:				
Derivative instruments	4.8	—	4.8	—
Contingent consideration	90.3	—	—	90.3

Derivative instruments include forward foreign currency contracts and instruments related to non-functional currency balance sheet exposures and commodity swaps. The fair value of the foreign exchange derivative instruments are determined based on a pricing model that uses spot rates and forward prices from actively quoted currency markets that are readily accessible and observable. The fair value of the commodity derivatives is valued under a market approach using published prices, where applicable, or dealer quotes.

The carrying values of cash and cash equivalents, short-term investments, accounts receivable and accounts payable are a reasonable estimate of their fair value due to the short-term nature of these instruments. There have been no transfers between levels of the fair value hierarchy.

The Company agreed to two contingent consideration arrangements in connection with the acquisition of Nuvolo Technologies Corporation (Nuvolo) in November 2023. The first contingent consideration arrangement, payable of up to \$90.0 million in cash, is based on the attainment of key revenue targets from November 2, 2023 through April 4, 2025. If the first contingent consideration targets are met, a second contingent consideration arrangement with no maximum earnout is available to the sellers based on revenues in excess of the initial targets attained from a specified customer contract through April 4, 2025.

The Company agreed to a contingent consideration arrangement in connection with the acquisition of Farrar Scientific Corporation in October 2021, conditioned on the attainment of key financial targets during the period of January 1, 2022 through December 31, 2024. These targets were not met and no payment was made.

Each quarter, the Company evaluates the fair value of the liability as assumptions change and any non-cash adjustments are recorded in *Selling and administrative expenses* in the Consolidated Statements of Earnings. Contingent consideration related to acquisitions are measured at fair value using Level 3 unobservable inputs. The fair value of the contingent consideration is determined using the Monte Carlo simulation model based on revenue projections during the earnout period, implied revenue volatility and a risk adjusted discount rate.

The changes in the fair value of the Company's Level 3 liabilities during the years ended December 31, 2024 and 2023 are as follows:

<i>In millions</i>	2024	2023
Balance at beginning of period	\$ 90.3	\$ 49.3
Fair value of contingent consideration recorded in connection with acquisitions	—	90.3
Change in fair value of contingent consideration	(25.0)	(49.3)
Measurement period adjustment	(4.1)	—
Balance at end of period	\$ 61.2	\$ 90.3

The following inputs and assumptions were used in the Monte Carlo simulation model to estimate the fair value of the contingent consideration at December 31, 2024:

	2024	2023
Discount rate (risk adjusted)	8.55%-8.58%	8.14%-8.48%
Volatility	14.80 %	16.20 %

Refer to Note 17, "Acquisitions and Divestitures" for more information regarding the contingent consideration.

Certain assets are measured at fair value on a non-recurring basis. The Company's equity investments without a readily available fair value are accounted for using the measurement alternative and are measured at fair value when observable transactions of identical or similar securities occurs, or due to an impairment. When indicators of impairment exist or observable price changes of qualified transactions occur, the respective equity investment would be classified within Level 3 of the fair value hierarchy due to the absence of quoted market prices, the inherent lack of liquidity and unobservable inputs used to measure fair value that require management's judgment.

NOTE 10. LEASES

The Company's lease portfolio includes various contracts for real estate, vehicles, information technology and other equipment. At contract inception, the Company determines a lease exists if the contract conveys the right to control an identified asset for a period of time in exchange for consideration. Control is considered to exist when the lessee has the right to obtain substantially all of the economic benefits from the use of an identified asset as well as the right to direct the use of that asset. If a contract is considered to be a lease, the Company recognizes a lease liability based on the present value of the future lease payments, with an offsetting entry to recognize a right-of-use asset. Options to extend or terminate a lease are included when it is reasonably certain an option will be exercised. As a majority of the Company's leases do not provide an implicit rate within the lease, an incremental borrowing rate is used which is based on information available at the commencement date.

The following table includes a summary of the Company's lease portfolio and Balance Sheet classification:

<i>In millions</i>	Classification	December 31, 2024	December 31, 2023
Assets			
Operating lease right-of-use assets ⁽¹⁾	Other noncurrent assets	\$ 602.6	\$ 513.1
Liabilities			
Operating lease current	Other current liabilities	173.5	155.4
Operating lease noncurrent	Other noncurrent liabilities	441.2	367.3
Weighted average remaining lease term		5.0 years	5.0 years
Weighted average discount rate		4.6 %	4.5 %

⁽¹⁾ Prepaid lease payments and lease incentives are recorded as part of the right-of-use asset. The net impact was \$12.1 million and \$9.6 million at December 31, 2024 and December 31, 2023, respectively.

The Company accounts for each separate lease component of a contract and its associated non-lease component as a single lease component. In addition, the Company utilizes a portfolio approach for the vehicle, information technology and equipment asset classes as the application of the lease model to the portfolio would not differ materially from the application of the lease model to the individual leases within the portfolio.

The following table includes lease costs and related cash flow information for the years ended December 31:

<i>In millions</i>	2024	2023
Operating lease expense	\$ 197.8	\$ 187.8
Variable lease expense	35.6	31.0
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	195.4	185.3
Right-of-use assets obtained in exchange for new operating lease liabilities	244.9	179.2

Operating lease expense is recognized on a straight-line basis over the lease term. In addition, the Company has certain leases that contain variable lease payments which are based on an index, a rate referenced in the lease or on the actual usage of the

leased asset. These payments are not included in the right-of-use asset or lease liability and are expensed as incurred as variable lease expense.

Maturities of lease obligations were as follows:

<i>In millions</i>	December 31, 2024	
Operating leases:		
2025	\$	202.6
2026		172.5
2027		124.5
2028		84.0
2029		47.2
After 2029		90.7
Total lease payments	\$	721.5
Less: Interest		(106.8)
Present value of lease liabilities	\$	614.7

NOTE 11. PENSIONS AND POSTRETIREMENT BENEFITS OTHER THAN PENSIONS

The Company sponsors several U.S. defined benefit and defined contribution plans covering substantially all of the Company's U.S. employees. Additionally, the Company has many non-U.S. defined benefit and defined contribution plans covering eligible current and retired non-U.S. employees. Postretirement benefits other than pensions (OPEB) provide healthcare benefits and, in some instances, life insurance benefits for certain eligible current and retired employees.

Pension Plans

The non-contributory defined benefit pension plans covering non-collectively bargained U.S. employees provide benefits on a final average pay formula while plans for most collectively bargained U.S. employees provide benefits on a flat dollar benefit formula or a percentage of pay formula. The non-U.S. pension plans generally provide benefits based on earnings and years of service. The Company also maintains additional other supplemental plans for officers and other key or highly compensated employees.

The following table details information regarding the Company's pension plans at December 31:

<i>In millions</i>	2024	2023
Change in benefit obligations:		
Benefit obligation at beginning of year	\$ 2,412.5	\$ 2,386.1
Service cost	32.1	34.4
Interest cost	112.9	119.6
Employee contributions	1.0	1.0
Actuarial (gains) losses ⁽¹⁾	(94.5)	63.7
Benefits paid	(179.3)	(187.9)
Currency translation	(19.4)	22.0
Curtailments, settlements and special termination benefits	(7.0)	(2.4)
Other, including expenses paid	(19.2)	(24.0)
Benefit obligation at end of year	\$ 2,239.1	\$ 2,412.5
Change in plan assets:		
Fair value at beginning of year	\$ 2,145.7	\$ 2,051.6
Actual return on assets	26.7	192.2
Company contributions	58.9	93.5
Employee contributions	1.0	1.0
Benefits paid	(179.3)	(187.9)
Currency translation	(16.1)	22.9
Settlements	(7.0)	(2.4)
Other, including expenses paid	(19.7)	(25.2)
Fair value of assets end of year	\$ 2,010.2	\$ 2,145.7
Net unfunded liability	\$ (228.9)	\$ (266.8)
Amounts included in the balance sheet:		
Other noncurrent assets	\$ 65.2	\$ 52.5
Accrued compensation and benefits	(15.6)	(10.8)
Postemployment and other benefit liabilities	(278.5)	(308.5)
Net amount recognized	\$ (228.9)	\$ (266.8)

⁽¹⁾ Actuarial (gains) losses primarily resulted from changes in discount rates.

It is the Company's objective to contribute to the pension plans to ensure adequate funds, and no less than required by law, are available in the plans to make benefit payments to plan participants and beneficiaries when required. However, certain plans are not or cannot be funded due to either legal, accounting, or tax requirements in certain jurisdictions. As of December 31, 2024, approximately seven percent of the Company's projected benefit obligation relates to plans that cannot be funded.

The pretax amounts recognized in *Accumulated other comprehensive income (loss)* were as follows:

<i>In millions</i>	Prior service benefit (cost)	Net actuarial gains (losses)	Total
December 31, 2023	\$ (18.0)	\$ (485.8)	\$ (503.8)
Current year changes recorded to AOCI	—	3.2	3.2
Amortization reclassified to earnings	3.0	15.0	18.0
Settlements/curtailments reclassified to earnings	—	1.0	1.0
Currency translation and other	0.2	1.9	2.1
December 31, 2024	\$ (14.8)	\$ (464.7)	\$ (479.5)

Weighted-average assumptions used to determine the benefit obligation at December 31 were as follows:

	2024	2023
Discount rate:		
U.S. plans	5.62 %	5.16 %
Non-U.S. plans	4.75 %	4.18 %
Rate of compensation increase:		
U.S. plans	4.03 %	4.02 %
Non-U.S. plans	4.08 %	4.07 %

The accumulated benefit obligation for all defined benefit pension plans was \$2,201.3 million and \$2,372.2 million at December 31, 2024 and 2023, respectively. The projected benefit obligation, accumulated benefit obligation, and fair value of plan assets for pension plans with accumulated benefit obligations more than plan assets were \$1,833.3 million, \$1,808.8 million and \$1,541.5 million, respectively, as of December 31, 2024, and \$1,928.6 million, \$1,902.3 million and \$1,611.0 million, respectively, as of December 31, 2023.

Pension benefit payments are expected to be paid as follows:

<i>In millions</i>		
2025	\$	191.9
2026		190.3
2027		207.5
2028		178.1
2029		172.5
2030-2034		864.5

The components of the Company's net periodic pension benefit costs for the years ended December 31 include the following:

<i>In millions</i>	2024	2023	2022
Service cost	\$ 32.1	\$ 34.4	\$ 47.5
Interest cost	112.9	119.6	70.3
Expected return on plan assets	(117.8)	(120.3)	(103.8)
Net amortization of:			
Prior service costs (benefits)	3.0	3.6	3.9
Plan net actuarial (gains) losses	15.0	16.2	23.3
Net periodic pension benefit cost	45.2	53.5	41.2
Net curtailment and settlement losses	1.0	1.4	15.0
Net periodic pension benefit cost after net curtailment and settlement losses	\$ 46.2	\$ 54.9	\$ 56.2
Amounts recorded in continuing operations:			
Operating income	\$ 28.0	\$ 29.6	\$ 43.2
Other income/(expense), net	11.5	18.6	9.2
Amounts recorded in discontinued operations	6.7	6.7	3.8
Total	\$ 46.2	\$ 54.9	\$ 56.2

Pension benefit cost for 2025 is projected to be approximately \$53 million.

Weighted-average assumptions used to determine net periodic pension cost for the years ended December 31 were as follows:

	2024	2023	2022
Discount rate:			
U.S. plans			
Service cost	5.12 %	5.48 %	3.06 %
Interest cost	5.08 %	5.35 %	2.36 %
Non-U.S. plans			
Service cost	4.38 %	4.82 %	2.07 %
Interest cost	4.18 %	4.65 %	1.62 %
Rate of compensation increase:			
U.S. plans	4.02 %	4.25 %	4.00 %
Non-U.S. plans	4.07 %	4.23 %	4.00 %
Expected return on plan assets:			
U.S. plans	6.00 %	6.25 %	4.00 %
Non-U.S. plans	4.69 %	5.02 %	2.50 %

The expected long-term rate of return on plan assets reflects the average rate of returns expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The expected long-term rate of return on plan assets is based on what is achievable given the plan's investment policy, the types of assets held and target asset allocations. The expected long-term rate of return is determined as of the measurement date. The Company reviews each plan and its historical returns and target asset allocations to determine the appropriate expected long-term rate of return on plan assets to be used.

The Company's objective in managing its defined benefit plan assets is to ensure that all present and future benefit obligations are met as they come due. It seeks to achieve this goal while trying to mitigate volatility in plan funded status, contribution, and expense by better matching the characteristics of the plan assets to that of the plan liabilities. The Company utilizes a dynamic approach to asset allocation whereby a plan's allocation to fixed income assets increases as the plan's funded status improves. The Company monitors plan funded status and asset allocation regularly in addition to investment manager performance.

The fair values of the Company's pension plan assets at December 31, 2024 by asset category were as follows:

<i>In millions</i>	Fair value measurements			Net asset value	Total fair value
	Level 1	Level 2	Level 3		
Cash and cash equivalents	\$ 6.5	\$ 30.0	\$ —	\$ —	\$ 36.5
Equity investments:					
Registered mutual funds – equity specialty	—	—	—	73.7	73.7
Commingled funds – equity specialty	—	—	—	244.2	244.2
	—	—	—	317.9	317.9
Fixed income investments:					
U.S. government and agency obligations	—	384.1	—	—	384.1
Corporate and non-U.S. bonds	—	1,001.9	—	—	1,001.9
Asset-backed and mortgage-backed securities	—	14.9	—	—	14.9
Registered mutual funds – fixed income specialty	—	—	—	91.7	91.7
Commingled funds – fixed income specialty	—	—	—	81.0	81.0
Other fixed income ^(a)	—	—	31.5	—	31.5
	—	1,400.9	31.5	172.7	1,605.1
Derivatives	—	(0.5)	—	—	(0.5)
Other ^(b)	—	—	86.2	—	86.2
Total assets at fair value	\$ 6.5	\$ 1,430.4	\$ 117.7	\$ 490.6	\$ 2,045.2
Receivables and payables, net					(35.0)
Net assets available for benefits					\$ 2,010.2

The fair values of the Company's pension plan assets at December 31, 2023 by asset category were as follows:

<i>In millions</i>	Fair value measurements			Net asset value	Total fair value
	Level 1	Level 2	Level 3		
Cash and cash equivalents	\$ 4.7	\$ 43.9	\$ —	\$ —	\$ 48.6
Equity investments:					
Registered mutual funds – equity specialty	—	—	—	78.7	78.7
Commingled funds – equity specialty	—	—	—	262.4	262.4
	—	—	—	341.1	341.1
Fixed income investments:					
U.S. government and agency obligations	—	355.7	—	—	355.7
Corporate and non-U.S. bonds	—	1,079.5	—	—	1,079.5
Asset-backed and mortgage-backed securities	—	12.5	—	—	12.5
Registered mutual funds – fixed income specialty	—	—	—	96.1	96.1
Commingled funds – fixed income specialty	—	—	—	75.0	75.0
Other fixed income ^(a)	—	—	31.2	—	31.2
	—	1,447.7	31.2	171.1	1,650.0
Derivatives	—	5.9	—	—	5.9
Other ^(b)	—	—	89.7	—	89.7
Total assets at fair value	\$ 4.7	\$ 1,497.5	\$ 120.9	\$ 512.2	\$ 2,135.3
Receivables and payables, net					10.4
Net assets available for benefits					\$ 2,145.7

(a) This class includes group annuity and guaranteed interest contracts.

(b) This investment comprises the Company's non-significant, non-US pension plan assets. It primarily includes insurance contracts.

Cash equivalents are valued using a market approach with inputs including quoted market prices for either identical or similar instruments. Fixed income securities are valued through a market approach with inputs including, but not limited to, benchmark yields, reported trades, broker quotes and issuer spreads. Commingled funds are valued at their daily net asset value (NAV) per share or the equivalent. NAV per share or the equivalent is used for fair value purposes as a practical expedient. NAVs are calculated by the investment manager or sponsor of the fund. Refer to Note 9, "Fair Value Measurements" for additional information related to the fair value hierarchy. There have been no significant transfers between levels of the fair value hierarchy.

The Company made required and discretionary contributions to its pension plans of \$58.9 million in 2024, \$93.5 million in 2023, and \$90.5 million in 2022 and currently projects that it will contribute approximately \$30 million to its plans worldwide in 2025. The Company's policy allows it to fund an amount, which could be in excess of or less than the pension cost expensed, subject to the limitations imposed by current tax regulations. However, the Company anticipates funding the plans in 2025 in accordance with contributions required by funding regulations or the laws of each jurisdiction.

Most of the Company's U.S. employees are covered by defined contribution plans. Employer contributions are determined based on criteria specific to the individual plans and amounted to approximately \$188 million, \$165 million and \$138 million in 2024, 2023 and 2022, respectively. The Company's contributions relating to non-U.S. defined contribution plans and other non-U.S. benefit plans were \$38.6 million, \$30.9 million and \$33.8 million in 2024, 2023 and 2022, respectively.

Multiemployer Pension Plans

The Company also participates in a number of multiemployer defined benefit pension plans related to collectively bargained U.S. employees of Trane. The Company's contributions are determined by the terms of the related collective-bargaining agreements. These multiemployer plans pose different risks to the Company than single-employer plans, including:

1. The Company's contributions to multiemployer plans may be used to provide benefits to all participating employees of the plan, including employees of other employers.
2. In the event that another participating employer ceases contributions to a plan, the Company, together with other remaining participating employers, may be responsible for any unfunded obligations of the employer that ceased making contributions.
3. If the Company chooses to withdraw from any of the multiemployer plans or if a partial withdrawal occurs, the Company may be required to pay a withdrawal liability, based on the underfunded status of the plan.

As of December 31, 2024, the Company does not participate in any multiemployer plans that are individually significant.

Postretirement Benefits Other Than Pensions

The Company sponsors several postretirement plans that provide healthcare benefits and, in some instances, life insurance benefits for eligible current and retired employees. These plans are unfunded and have no plan assets; instead they are funded by the Company on a pay-as-you-go basis in the form of direct benefit payments. Generally, postretirement health benefits are contributory, with contributions adjusted annually. Life insurance plans for retirees are primarily non-contributory.

The following table details changes in the Company's postretirement plan benefit obligations for the years ended December 31:

<i>In millions</i>	2024	2023
Benefit obligation at beginning of year	\$ 241.3	\$ 266.4
Service cost	1.2	1.4
Interest cost	11.5	13.3
Actuarial (gains) losses	(5.6)	(7.4)
Benefits paid, net of Medicare Part D subsidy	(25.3)	(32.4)
Benefit obligations at end of year	\$ 222.7	\$ 241.3

The benefit plan obligations are reflected in the Consolidated Balance Sheets as follows:

<i>In millions</i>	December 31, 2024	December 31, 2023
Accrued compensation and benefits	\$ (27.9)	\$ (29.3)
Postemployment and other benefit liabilities	(194.8)	(212.0)
Total	\$ (222.7)	\$ (241.3)

The pre-tax amounts recognized in *Accumulated other comprehensive income (loss)* were as follows:

<i>In millions</i>	Prior service benefit (cost)	Net actuarial gains (losses)	Total
Balance at December 31, 2023	\$ (2.7)	\$ 114.9	\$ 112.2
Current year changes recorded to AOCI	—	5.6	5.6
Amortization reclassified to earnings	0.6	(13.2)	(12.6)
Balance at December 31, 2024	\$ (2.1)	\$ 107.2	\$ 105.1

The components of net periodic postretirement benefit cost for the years ended December 31 were as follows:

<i>In millions</i>	2024	2023	2022
Service cost	\$ 1.2	\$ 1.4	\$ 1.8
Interest cost	11.5	13.3	6.9
Net amortization of:			
Prior service costs (benefits)	0.6	0.6	—
Plan net actuarial (gains) losses	(13.2)	(13.0)	(5.6)
Net periodic postretirement benefit cost	<u>\$ 0.1</u>	<u>\$ 2.3</u>	<u>\$ 3.1</u>
Amounts recorded in continuing operations:			
Operating income	\$ 1.2	\$ 1.4	\$ 1.8
Other income/(expense), net	0.1	1.4	1.4
Amounts recorded in discontinued operations	(1.2)	(0.5)	(0.1)
Total	<u>\$ 0.1</u>	<u>\$ 2.3</u>	<u>\$ 3.1</u>

Net periodic postretirement benefit cost (credit) for 2025 is projected to be \$(0.3) million. The amount expected to be recognized in net periodic postretirement benefits cost in 2025 for net actuarial gains is approximately \$13 million.

Weighted-average assumptions used to determine net periodic benefit cost for the years ended December 31 were as follows:

	2024	2023	2022
Discount rate:			
Benefit obligations at December 31	5.57 %	5.17 %	5.51 %
Net periodic benefit cost			
Service cost	5.19 %	5.54 %	2.82 %
Interest cost	5.12 %	5.38 %	2.33 %
Assumed health-care cost trend rates at December 31:			
Current year medical inflation	6.51 %	6.28 %	6.50 %
Ultimate inflation rate	5.00 %	5.00 %	5.00 %
Year that the rate reaches the ultimate trend rate	2030	2029	2028

Benefit payments for postretirement benefits, which are net of expected plan participant contributions and Medicare Part D subsidy, are expected to be paid as follows:

<i>In millions</i>	
2025	\$ 28.5
2026	26.8
2027	25.1
2028	23.7
2029	22.0
2030—2034	88.3

NOTE 12. REVENUE

Performance Obligations

A performance obligation is a distinct good, service or a bundle of goods and services promised in a contract. The Company identifies performance obligations at the inception of a contract and allocates the transaction price to individual performance obligations to faithfully depict the Company's performance in transferring control of the promised goods or services to the customer.

The following are the primary performance obligations identified by the Company:

Equipment. The Company principally generates revenue from the sale of equipment to customers and recognizes revenue at a point in time when control transfers to the customer. Transfer of control is generally determined based on the shipping terms of the contract.

Contracting and installation. The Company enters into various construction-type contracts to design, deliver and build integrated solutions to meet customer specifications. These transactions provide services that range from the development and installation of new HVAC systems to the design and integration of critical building systems to optimize energy efficiency and overall performance. These contracts have a typical term of less than one year and are considered a single performance obligation as multiple combined goods and services promised in the contract represent a single output delivered to the customer. Revenues associated with contracting and installation contracts are recognized over time with progress towards completion measured using the cost-to-cost input method (percentage of completion) as the basis to recognize revenue and an estimated profit. To-date efforts for work performed corresponds with and faithfully depicts transfer of control to the customer.

Services and maintenance. The Company provides various levels of preventative and/or repair and maintenance type service agreements for its customers. The typical length of a contract is between 12 months and 60 months. Revenues associated with these performance obligations are primarily recognized over time on a straight-line basis over the life of the contract as the customer simultaneously receives and consumes the benefit provided by the Company. However, if historical evidence indicates that the cost of providing these services on a straight-line basis is not appropriate, revenue is recognized over the contract period in proportion to the costs expected to be incurred while performing the service. Revenues for certain repair services that do not meet the criteria for over time revenue recognition and sales of parts are recognized at a point in time.

Extended warranties. The Company enters into various warranty contracts with customers related to its products. A standard warranty generally warrants that a product is free from defects in workmanship and materials under normal use and conditions for a certain period of time. The Company's standard warranty is not considered a distinct performance obligation as it does not provide services to customers beyond assurance that the covered product is free of initial defects. An extended warranty provides a customer with additional time that the Company is liable for covered incidents associated with its products. Extended warranties are purchased separately and can last up to five years. As a result, they are considered separate performance obligations for the Company. Revenue associated with these performance obligations is primarily recognized over time on a straight-line basis over the life of the contract as the customer simultaneously receives and consumes the benefit provided by the Company. However, if historical evidence indicates that the cost of providing these services on a straight-line basis is not appropriate, revenue is recognized over the contract period in proportion to the costs expected to be incurred while performing the service. Refer to Note 20, "Commitments and Contingencies," for more information related to product warranties.

The transaction price allocated to performance obligations reflects the Company's expectations about the consideration it will be entitled to receive from a customer. To determine the transaction price, variable and non-cash consideration are assessed as well as whether a significant financing component exists. The Company includes variable consideration in the estimated transaction price when it is probable that significant reversal of revenue recognized would not occur when the uncertainty associated with variable consideration is subsequently resolved. The Company considers historical data in determining its best estimates of variable consideration, and the related accruals are recorded using the expected value method.

For projects financed through energy savings, the Company provides financial guarantees for in-process work and financial commitments with end dates varying from the current fiscal year through the completion of such transactions that could be triggered in the event of nonperformance. Additionally, for completed energy savings contracts, the Company has ongoing performance guarantees related to the customers' realization of committed energy savings that are evaluated during the measurement and verification portion of contracting and installation agreements. These performance guarantees represent variable consideration and are estimated as part of the overall transaction price. As of December 31, 2024, the Company has outstanding performance guarantees of approximately \$1 billion related to completed energy savings contracts that extend from 2025-2049. Since 1995, the Company has recognized an immaterial amount in adjustments to the overall transaction price of energy savings contracts as a result of these performance guarantees.

The Company enters into sales arrangements that contain multiple goods and services. For these arrangements, each good or service is evaluated to determine whether it represents a distinct performance obligation and whether the sales price for each obligation is representative of standalone selling price. If available, the Company utilizes observable prices for goods or

services sold separately to similar customers in similar circumstances to evaluate relative standalone selling price. List prices are used if they are determined to be representative of standalone selling prices. Where necessary, the Company ensures that the total transaction price is then allocated to the distinct performance obligations based on the determination of their relative standalone selling price at the inception of the arrangement.

The Company recognizes revenue for delivered goods or services when the delivered good or service is distinct, control of the good or service has transferred to the customer, and only customary refund or return rights related to the goods or services exist. The Company excludes from revenues taxes it collects from a customer that are assessed by a government authority.

Disaggregated Revenue

Net revenues by geography and major type of good or service for the years ended at December 31 were as follows:

<i>In millions</i>	2024	2023	2022
Americas			
Equipment	\$ 10,608.2	\$ 9,259.7	\$ 8,575.1
Services	5,295.0	4,572.3	4,065.7
Total Americas	\$ 15,903.2	\$ 13,832.0	\$ 12,640.8
EMEA			
Equipment	\$ 1,780.3	\$ 1,700.5	\$ 1,420.9
Services	776.4	700.7	613.6
Total EMEA	\$ 2,556.7	\$ 2,401.2	\$ 2,034.5
Asia Pacific			
Equipment	\$ 926.0	\$ 1,015.2	\$ 934.8
Services	452.3	429.2	381.6
Total Asia Pacific	\$ 1,378.3	\$ 1,444.4	\$ 1,316.4
Total Net revenues	\$ 19,838.2	\$ 17,677.6	\$ 15,991.7

Revenue from goods and services transferred to customers at a point in time accounted for approximately 80%, 81% and 82% of the Company's revenue for the years ended December 31, 2024, 2023 and 2022, respectively.

Contract Balances

The opening and closing balances of contract assets and contract liabilities arising from contracts with customers for the period ended December 31, 2024 and December 31, 2023 were as follows:

<i>In millions</i>	Location on Consolidated Balance Sheet	2024	2023
Contract assets - current	<i>Other current assets</i>	\$ 427.3	\$ 458.4
Contract liabilities - current	<i>Accrued expenses and other current liabilities</i>	1,310.9	1,301.2
Contract liabilities - noncurrent	<i>Other noncurrent liabilities</i>	294.0	247.2

The timing of revenue recognition, billings and cash collections results in accounts receivable, contract assets, and customer advances and deposits (contract liabilities) on the Consolidated Balance Sheets. In general, the Company receives payments from customers based on a billing schedule established in its contracts. Contract assets relate to the conditional right to consideration for any completed performance under the contract when costs are incurred in excess of billings under the percentage of completion methodology. Accounts receivable are recorded when the right to consideration becomes unconditional. Contract liabilities relate to payments received in advance of performance under the contract or when the Company has a right to consideration that is unconditional before it transfers a good or service to the customer. Contract liabilities are recognized as revenue as (or when) the Company performs under the contract. During the years ended December 31, 2024 and 2023, changes in contract asset and liability balances were not materially impacted by any other factors.

Approximately 72% of the contract liability balance at December 31, 2023 was recognized as revenue during the year ended December 31, 2024. Additionally, approximately 18% of the contract liability balance at December 31, 2024 was classified as noncurrent and not expected to be recognized as revenue in the next 12 months.

NOTE 13. EQUITY

The authorized share capital of Trane Technologies plc is 1,185,040,000 shares, consisting of (1) 1,175,000,000 ordinary shares, par value \$1.00 per share, (2) 40,000 ordinary shares, par value EUR 1.00 and (3) 10,000,000 preference shares, par value \$0.001 per share. There were no Euro-denominated ordinary shares or preference shares outstanding at December 31, 2024 or 2023.

The changes in ordinary shares and treasury shares for the year ended December 31, 2024 were as follows:

<i>In millions</i>	Ordinary shares issued	Ordinary shares held in treasury
December 31, 2023	251.7	24.5
Shares issued under incentive plans	1.2	—
Repurchase of ordinary shares	(3.9)	—
December 31, 2024	249.0	24.5

Share repurchases are made from time to time in accordance with management's capital allocation strategy, subject to market conditions and regulatory requirements. Shares acquired and canceled upon repurchase are accounted for as a reduction of *Ordinary Shares* and *Capital in excess of par value*, or *Retained earnings* to the extent *Capital in excess of par value* is exhausted. Shares acquired and held in treasury are presented separately on the balance sheet as a reduction to *Equity* and recognized at cost.

In February 2022, the Company's Board of Directors authorized a share repurchase program of up to \$3.0 billion of its ordinary shares (2022 Authorization) and in December 2024, the Board of Directors authorized a share repurchase program of up to an additional \$5.0 billion of the Company's ordinary shares (2024 Authorization) upon the conclusion of the 2022 Authorization. During the year ended December 31, 2024, the Company repurchased and canceled approximately \$1.3 billion of its ordinary shares, leaving \$1.2 billion remaining under the 2022 Authorization and \$5.0 billion remaining under the 2024 Authorization. Additionally, during the period after December 31, 2024 through January 31, 2025 the Company repurchased approximately \$100 million of its ordinary shares under the 2022 Authorization.

Accumulated Other Comprehensive Income (Loss)

The changes in *Accumulated other comprehensive income (loss)* were as follows:

<i>In millions</i>	Derivative Instruments	Pension and OPEB Items	Foreign Currency Translation	Total
December 31, 2022	\$ (4.5)	\$ (214.1)	\$ (547.6)	\$ (766.2)
Other comprehensive income (loss) attributable to Trane Technologies plc	7.5	15.2	72.7	95.4
December 31, 2023	\$ 3.0	\$ (198.9)	\$ (474.9)	\$ (670.8)
Other comprehensive income (loss) attributable to Trane Technologies plc	(4.4)	12.1	(201.0)	(193.3)
December 31, 2024	\$ (1.4)	\$ (186.8)	\$ (675.9)	\$ (864.1)

The amounts of *Other comprehensive income (loss) attributable to noncontrolling interests* for 2024, 2023 and 2022 were \$(0.6) million, \$(0.2) million and \$(1.9) million, respectively, related to currency translation. Additionally, *Other comprehensive income (loss) attributable to noncontrolling interests* for 2024, 2023, and 2022 includes \$0.0 million, \$0.5 million, and \$0.3 million, respectively, related to pension and postretirement obligation adjustments.

NOTE 14. SHARE-BASED COMPENSATION

The Company accounts for share-based compensation plans under the fair-value-based method. The Company's share-based compensation plans include programs for stock options, restricted stock units (RSUs), performance share units (PSUs), and deferred compensation. Under the Company's incentive share plan, the total number of ordinary shares authorized by the shareholders is 23.0 million, of which 10.5 million remains available as of December 31, 2024 for future incentive awards.

Compensation Expense

Share-based compensation expense related to continuing operations is included in *Selling and administrative expenses*. The following table summarizes the expenses recognized:

<i>In millions</i>	2024	2023	2022
Stock options	\$ 17.9	\$ 16.1	\$ 14.1
RSUs	27.3	23.5	19.7
PSUs	36.4	23.2	20.7
Deferred compensation	3.9	4.3	1.2
Pre-tax expense	85.5	67.1	55.7
Tax benefit	(20.7)	(16.3)	(13.5)
After-tax expense	\$ 64.8	\$ 50.8	\$ 42.2
Amounts recorded in continuing operations	\$ 64.8	\$ 50.8	\$ 42.6
Amounts recorded in discontinued operations	—	—	(0.4)
Total	\$ 64.8	\$ 50.8	\$ 42.2

Grants issued during the years ended December 31 were as follows:

	2024		2023		2022	
	Number Granted	Weighted-average fair value per award	Number Granted	Weighted-average fair value per award	Number Granted	Weighted-average fair value per award
Stock options	268,922	\$ 79.09	425,444	\$ 47.53	430,496	\$ 35.96
RSUs	112,227	\$ 287.84	214,425	\$ 184.35	139,730	\$ 165.07
Performance shares ⁽¹⁾	161,978	\$ 332.85	208,046	\$ 207.23	195,930	\$ 170.31

⁽¹⁾ The number of performance shares represents the maximum award level.

Stock Options / RSUs

Eligible participants may receive (i) stock options, (ii) RSUs or (iii) a combination of both stock options and RSUs. The fair value of each of the Company's stock option and RSU awards is expensed on a straight-line basis over the required service period, which is generally the 3-year vesting period. Beginning with the 2024 grant year, for stock options and RSUs granted to retirement eligible employees, the Company recognizes expense over the period during which an employee is required to provide service in exchange for the award, which is generally 12 months. For awards granted to retirement eligible employees prior to 2024, the Company recognized expense for the fair value at the grant date.

The average fair value of the stock options granted is determined using the Black Scholes option pricing model. The following assumptions were used during the year ended December 31:

	2024	2023	2022
Dividend yield	1.11 %	1.50 %	1.60 %
Volatility	29.99 %	29.37 %	28.23 %
Risk-free rate of return	4.00 %	3.62 %	1.56 %
Expected life in years	4.8	4.8	4.8

A description of the significant assumptions used to estimate the fair value of the stock option awards is as follows:

- *Dividend yield* - The Company determines the dividend yield based upon the expected quarterly dividend payments as of the grant date and the current fair market value of the Company's shares.
- *Volatility* - The expected volatility is based on a weighted average of the Company's implied volatility and the most recent historical volatility of the Company's shares commensurate with the expected life.
- *Risk-free rate of return* - The Company applies a yield curve of continuous risk-free rates based upon the published US Treasury spot rates on the grant date.
- *Expected life in years* - The expected life of the Company's stock option awards represents the weighted-average of the actual period since the grant date for all exercised or canceled options and an expected period for all outstanding options.

Changes in options outstanding under the plans for the years 2024, 2023 and 2022 were as follows:

	Shares subject to option	Weighted- average exercise price	Aggregate intrinsic value (millions)	Weighted- average remaining life (years)
December 31, 2021	4,411,000	\$ 83.39		
Granted	430,496	167.93		
Exercised	(633,962)	66.06		
Cancelled	(57,050)	137.38		
December 31, 2022	4,150,484	\$ 94.06		
Granted	425,444	182.27		
Exercised	(1,382,846)	80.67		
Cancelled	(21,365)	168.18		
December 31, 2023	3,171,717	\$ 111.23		
Granted	268,922	278.57		
Exercised	(914,667)	86.25		
Cancelled	(17,842)	227.59		
Outstanding December 31, 2024	2,508,130	\$ 137.46	\$ 581.8	5.4
Exercisable December 31, 2024	1,815,960	\$ 107.50	\$ 475.5	4.4

At December 31, 2024, there was \$12.3 million of total unrecognized compensation cost from stock option arrangements granted under the plan, which is primarily related to unvested shares of non-retirement eligible employees. The aggregate intrinsic value of options exercised during the years ended December 31, 2024 and 2023 was \$210.2 million and \$159.8 million, respectively. Generally, stock options expire ten years from their date of grant.

The following table summarizes RSU activity for the years 2024, 2023 and 2022:

	RSUs	Weighted- average grant date fair value
Outstanding and unvested at December 31, 2021	371,030	\$ 118.88
Granted	139,730	165.07
Vested	(202,172)	107.29
Cancelled	(13,935)	136.89
Outstanding and unvested at December 31, 2022	294,653	\$ 147.88
Granted	214,425	184.35
Vested	(154,134)	134.87
Cancelled	(13,153)	173.28
Outstanding and unvested at December 31, 2023	341,791	\$ 175.65
Granted	112,227	287.84
Vested	(134,791)	164.69
Cancelled	(10,448)	214.39
Outstanding and unvested at December 31, 2024	308,779	\$ 219.89

At December 31, 2024, there was \$25.2 million of total unrecognized compensation cost from RSU arrangements granted under the plan, which is related to unvested shares of non-retirement eligible employees.

Performance Shares

The Company has a Performance Share Program (PSP) for key employees. The program provides awards in the form of PSUs based on performance against pre-established objectives. The annual target award level is expressed as a number of the Company's ordinary shares based on the fair market value of the Company's stock on the date of grant. All PSUs are settled in the form of ordinary shares.

PSU awards are earned based 50% upon a performance condition, measured by relative Cash Flow Return on Invested Capital (CROIC) to the S&P 500 Industrials Index over a 3-year performance period, and 50% upon a market condition, measured by the Company's relative total shareholder return (TSR) as compared to the TSR of the S&P 500 Industrials Index over a 3-year performance period. Beginning with the 2024 grant year, for PSUs granted to retirement eligible employees, the Company recognizes the expense over the period during which an employee is required to provide service in exchange for the award, which is 12 months. For awards granted to retirement eligible employees prior to 2024, the expense was recognized over the 3-year performance period. The fair value of the market condition is estimated using a Monte Carlo simulation model in a risk-neutral framework based upon historical volatility, risk-free rates and correlation matrix.

The following table summarizes PSU activity for the maximum number of shares that may be issued for the years 2024, 2023 and 2022:

	PSUs	Weighted-average grant date fair value
Outstanding and unvested at December 31, 2021	801,956	\$ 131.14
Granted	195,930	170.31
Vested	(346,540)	89.70
Forfeited	(42,320)	164.21
Outstanding and unvested at December 31, 2022	609,026	\$ 165.02
Granted	208,046	207.23
Vested	(237,586)	147.33
Forfeited	(20,526)	186.32
Outstanding and unvested at December 31, 2023	558,960	\$ 187.47
Granted	161,978	332.85
Vested	(184,060)	182.48
Forfeited	(21,072)	226.31
Outstanding and unvested at December 31, 2024	515,806	\$ 233.32

At December 31, 2024, there was \$14.7 million of total unrecognized compensation cost from PSU arrangements based on current performance, which is related to unvested shares. This compensation will be recognized over the required service period, which is generally the three-year vesting period.

Deferred Compensation

The Company allows key employees to defer a portion of their eligible compensation into a number of investment choices, including its ordinary share equivalents. Any amounts invested in ordinary share equivalents will be settled in ordinary shares of the Company at the time of distribution.

NOTE 15. OTHER INCOME/(EXPENSE), NET

The components of *Other income/(expense), net* for the years ended December 31, 2024, 2023 and 2022 were as follows:

<i>In millions</i>	2024	2023	2022
Interest income	\$ 35.9	\$ 15.4	\$ 9.2
Foreign currency exchange loss	(24.1)	(20.1)	(17.9)
Other components of net periodic benefit credit/(cost)	(11.6)	(20.0)	(10.6)
Other activity, net	(20.1)	(67.5)	(4.0)
Other income/(expense), net	\$ (19.9)	\$ (92.2)	\$ (23.3)

Other income/(expense), net includes the results from activities other than core business operations such as interest income and foreign currency gains and losses on transactions that are denominated in a currency other than an entity's functional currency. The increase in interest income for the year ended December 31, 2024 primarily relates to interest from short-term investments purchased in the second quarter of 2024 with proceeds from the issuance of Senior Notes due 2034 as discussed in Note 7. In addition, the Company includes the components of net periodic benefit credit/(cost) for pension and post retirement obligations other than the service cost component. During the year ended December 31, 2022 the Company recorded a \$15.0 million settlement charge for a compensation related payment to a retired executive within other components of net periodic benefit credit/(cost).

Other activity, net includes items associated with legacy legal matters, such as asbestos-related activities related to Murray. Refer to Note 20, "Commitments and Contingencies" for more information regarding asbestos-related matters. During the year ended December 31, 2023, the Company recorded within other activity, net an impairment of an equity investment of \$52.2 million.

NOTE 16. INCOME TAXES
Current and deferred provision for income taxes

Earnings before income taxes for the years ended December 31 were taxed within the following jurisdictions:

<i>In millions</i>	2024	2023	2022
United States	\$ 1,871.9	\$ 1,690.7	\$ 1,312.3
Non-U.S.	1,369.9	876.6	859.8
Total	\$ 3,241.8	\$ 2,567.3	\$ 2,172.1

The components of the *Provision for income taxes* for the years ended December 31 were as follows:

<i>In millions</i>	2024	2023	2022
Current tax expense (benefit):			
United States	\$ 500.4	\$ 377.6	\$ 180.4
Non-U.S.	256.3	174.3	127.7
Total:	756.7	551.9	308.1
Deferred tax expense (benefit):			
United States	(128.2)	(18.8)	66.5
Non-U.S.	(0.9)	(34.7)	1.3
Total:	(129.1)	(53.5)	67.8
Total tax expense (benefit):			
United States	372.2	358.8	246.9
Non-U.S.	255.4	139.6	129.0
Total	\$ 627.6	\$ 498.4	\$ 375.9

The *Provision for income taxes* differs from the amount of income taxes determined by applying the applicable U.S. statutory income tax rate to pretax income, as a result of the following differences:

	Percent of pretax income		
	2024	2023	2022
Statutory U.S. rate	21.0 %	21.0 %	21.0 %
Increase (decrease) in rates resulting from:			
Non-U.S. tax rate differential	(1.5)	(1.9)	(2.8)
Tax on U.S. subsidiaries on non-U.S. earnings ^(a)	(0.3)	(0.4)	0.3
State and local income taxes ^(b)	2.3	3.2	1.1
Valuation allowances ^(c)	(0.9)	(1.2)	(0.7)
Stock based compensation	(1.3)	(1.2)	(0.8)
Other adjustments	0.1	(0.1)	(0.8)
Effective tax rate	19.4 %	19.4 %	17.3 %

(a) Net of foreign tax credits

(b) Net of changes in state valuation allowances

(c) Primarily federal and non-U.S., excludes state valuation allowances

On December 18, 2023, Ireland enacted legislation related to the 15% minimum tax element of the Organisation for Economic Co-operation and Development's (OECD) tax reform initiative, commonly referred to as "Pillar Two," effective January 1, 2024. The Company has included the impacts of enacted legislative changes and continues to monitor additional guidance as it becomes available. The effects of Pillar Two are included in the 'Non-US tax rate differential' line in the table above.

Tax incentives, in the form of tax holidays, have been granted to the Company in certain jurisdictions to encourage industrial development. The expiration of these tax holidays varies by country. The tax holidays are conditional on the Company meeting certain employment and investment thresholds. The most significant tax holidays relate to the Company's qualifying locations in China, Puerto Rico and Panama. The benefit for the tax holidays for the years ended December 31, 2024, 2023 and 2022 was \$51.1 million, \$51.9 million and \$52.5 million, respectively.

Deferred tax assets and liabilities

A summary of the deferred tax accounts at December 31 were as follows:

<i>In millions</i>	2024	2023
Deferred tax assets:		
Inventory and accounts receivable	\$ 12.1	\$ 11.8
Depreciable and amortizable assets	2.0	1.4
Operating lease liabilities	145.0	122.4
Postemployment and other benefit liabilities	254.6	239.2
Product liability	6.1	7.3
Other reserves and accruals	223.9	198.6
Net operating losses and credit carryforwards	220.9	287.4
Other	39.9	41.4
Gross deferred tax assets	904.5	909.5
Less: deferred tax valuation allowances	(110.3)	(164.0)
Deferred tax assets net of valuation allowances	\$ 794.2	\$ 745.5
Deferred tax liabilities:		
Inventory and accounts receivable	\$ (22.6)	\$ (15.3)
Depreciable and amortizable assets	(978.5)	(1,073.2)
Operating lease right-of-use assets	(142.2)	(120.2)
Postemployment and other benefit liabilities	(13.8)	(13.0)
Other reserves and accruals	(2.5)	(2.2)
Undistributed earnings of foreign subsidiaries	(36.0)	(35.5)
Other	(3.2)	0.7
Gross deferred tax liabilities	(1,198.8)	(1,258.7)
Net deferred tax assets (liabilities)	\$ (404.6)	\$ (513.2)

At December 31, 2024, no deferred taxes have been provided for earnings of certain of the Company's subsidiaries, since these earnings have been and under current plans will continue to be permanently reinvested in these subsidiaries. These earnings amount to approximately \$2 billion which if distributed would result in additional taxes, which may be payable upon distribution, of approximately \$316 million.

At December 31, 2024, the Company had the following operating loss, capital loss and tax credit carryforwards available to offset taxable income in prior and future years:

<i>In millions</i>	Amount	Expiration Period
U.S. Federal net operating loss carryforwards	\$ 67.7	2025-Unlimited
U.S. Federal credit carryforwards	77.1	2026-2043
U.S. State net operating loss carryforwards	2,224.1	2025-Unlimited
U.S. State credit carryforwards	26.0	2025-Unlimited
Non-U.S. net operating loss carryforwards	379.7	2025-Unlimited
Non-U.S. credit carryforwards	8.0	2025

The U.S. state net operating loss carryforwards were incurred in various jurisdictions. The non-U.S. net operating loss carryforwards were incurred in various jurisdictions, predominantly in Belgium, Brazil, Luxembourg, and Spain.

Activity associated with the Company's valuation allowance is as follows:

<i>In millions</i>	2024	2023	2022
Beginning balance	\$ 164.0	\$ 199.8	\$ 258.6
Increase to valuation allowance	2.8	24.3	5.9
Decrease to valuation allowance	(44.4)	(57.8)	(65.1)
Write off against valuation allowance	(10.9)	(2.2)	—
Acquisition and purchase accounting	—	1.3	—
Accumulated other comprehensive income (loss)	(1.2)	(1.4)	0.4
Ending balance	\$ 110.3	\$ 164.0	\$ 199.8

During 2024, the Company recorded a \$30.4 million reduction in valuation allowances primarily related to deferred tax assets associated with both foreign tax credits and operations of international subsidiaries. Additional reductions in the valuation allowance related to deferred tax assets associated with foreign tax credits could be recognized in future periods if foreign source income exceeds current projections for the periods 2025 through 2027, the remainder of the carryforward period.

During 2023, the Company recorded a \$30.3 million reduction in valuation allowances primarily related to deferred tax assets associated with both foreign tax credits and operations of international subsidiaries.

During 2022, the Company recorded a \$48.2 million reduction in valuation allowances primarily related to certain net state deferred tax assets resulting from U.S. legal entity restructurings and deferred tax assets associated with foreign tax credits as a result of an increase in the 2022 year and projected foreign source income.

Unrecognized tax benefits

The Company has total unrecognized tax benefits of \$86.5 million and \$84.9 million as of December 31, 2024, and December 31, 2023, respectively. The amount of unrecognized tax benefits that, if recognized, would affect the continuing operations effective tax rate are \$47.8 million as of December 31, 2024. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>In millions</i>	2024	2023	2022
Beginning balance	\$ 84.9	\$ 82.4	\$ 65.2
Additions based on tax positions related to the current year	4.6	3.6	3.9
Additions based on tax positions related to prior years	8.1	0.6	22.5
Reductions based on tax positions related to prior years	(2.8)	(0.5)	(5.9)
Reductions related to settlements with tax authorities	(2.5)	(1.4)	(0.9)
Reductions related to lapses of statute of limitations	(3.5)	(1.0)	(0.6)
Translation (gain) loss	(2.3)	1.2	(1.8)
Ending balance	\$ 86.5	\$ 84.9	\$ 82.4

The Company records interest and penalties associated with the uncertain tax positions within its Provision for income taxes. The Company had reserves associated with interest and penalties, net of tax, of \$13.9 million and \$16.0 million at December 31, 2024 and December 31, 2023, respectively. For the years ended December 31, 2024 and December 31, 2023, the Company recognized \$0.4 million and \$0.2 million tax expense, respectively, in interest and penalties, net of tax in continuing operations related to these uncertain tax positions.

The total amount of unrecognized tax benefits relating to the Company's tax positions is subject to change based on future events including, but not limited to, the settlements of ongoing audits and/or the expiration of applicable statutes of limitations. Although the outcomes and timing of such events are highly uncertain, it is reasonably possible that the balance of gross unrecognized tax benefits, excluding interest and penalties, could potentially be reduced by up to approximately \$35 million during the next 12 months.

The provision for income taxes involves a significant amount of management judgment regarding interpretation of relevant facts and laws in the jurisdictions in which the Company operates. Future changes in applicable laws, projected levels of taxable income and tax planning could change the effective income tax rate and tax balances recorded by the Company. In addition, tax authorities periodically review income tax returns filed by the Company and can raise issues regarding its filing positions, timing and amount of income or deductions, and the allocation of income among the jurisdictions in which the Company operates. A significant period of time may elapse between the filing of an income tax return and the ultimate resolution of an issue raised by a revenue authority with respect to that return. In the normal course of business the Company is subject to examination by taxing authorities throughout the world, including such major jurisdictions as Belgium, Brazil, Canada, China, France, Germany, Ireland, Italy, Luxembourg, Mexico, Singapore, Spain, the Netherlands, the United Kingdom and the United States. These examinations on their own, or any subsequent litigation related to the examinations, may result in additional income taxes or penalties against the Company. If the ultimate result of these audits differ from original or adjusted estimates, they could have a material impact on the Company's income tax provision. In general, the examination of the Company's U.S. federal tax returns is complete for years prior to 2016. The Company's U.S. federal income tax returns for 2016 to 2019 are currently under examination by the Internal Revenue Service (IRS). In general, the examination of the Company's material non-U.S. income tax returns is complete or effectively settled for the years prior to 2013, with certain matters prior to 2013 being resolved through appeals and litigation and also unilateral procedures as provided for under double tax treaties.

NOTE 17. ACQUISITIONS AND DIVESTITURES

Acquisitions

Fiscal Year 2024

During the third quarter of 2024, the Company acquired two businesses, both reported within the Americas segment from the date of acquisition. One acquisition was a Commercial HVAC distributor with sales and service business in the United States. The second acquisition was a technology-focused acquisition that expands the Company's product offerings in the Transport Refrigeration business. The aggregate cash paid, net of cash acquired, totaled \$174.5 million and was financed through cash on hand. Intangible assets associated with these acquisitions totaled \$51.6 million and primarily relate to customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled \$96.3 million. We expect the majority of the goodwill recognized for these acquisitions to be deductible for tax purposes. The values assigned to individual assets acquired and liabilities assumed are preliminary based on management's current best estimate and subject to change as certain matters are finalized.

The fair values of the customer relationship intangible assets were determined using the multi-period excess earnings method based on discounted projected net cash flows associated with the net earnings attributable to the acquired customer relationships. These projected cash flows are estimated over the remaining economic life of the intangible asset and are considered from a market participant perspective. Key assumptions include projected cash flows, including revenue growth rates and margins and customer attrition rates. The customer relationships had a weighted-average useful life of 12 years. The Company has not included pro forma financial information as the overall pro forma impact was deemed not material.

Fiscal Year 2023

On May 2, 2023, the Company acquired 100% of MTA S.p.A (MTA) for \$224.4 million, net of cash acquired, financed through commercial paper and cash on hand. MTA is a leading industrial process cooling technology business which brings complementary, high-performing solutions to the comprehensive Commercial HVAC product and services portfolios in the EMEA and Americas segments. Intangible assets associated with this acquisition totaled \$93.3 million and primarily relate to customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled \$114.6 million, inclusive of the impact of measurement period adjustments. The goodwill resulting from the acquisition is not deductible for tax purposes. The results of the acquisition are reported within the EMEA and Americas segments from the date of acquisition.

On May 12, 2023, the Company acquired 100% of Helmer Scientific Inc (Helmer), a precision temperature cooling company in the life sciences vertical within the Americas segment. The aggregate cash paid, net of cash acquired, totaled \$266.4 million and was financed through commercial paper and cash on hand. Intangible assets associated with this acquisition totaled \$95.7 million and primarily relate to customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled \$130.5 million, inclusive of the impact of measurement period adjustments. For income tax purposes, the acquisition was treated as an asset purchase and the goodwill will be deductible for tax purposes. The results of the acquisition are reported within the Americas segment from the date of acquisition.

On November 2, 2023, the Company acquired 100% of Nuvolo, a global leader in modern, cloud-based enterprise asset management and connected workplace software and solutions. The results of the acquisition are reported within the Americas segment from the date of acquisition.

The Company paid \$352.6 million in initial cash consideration, financed through cash on hand, and agreed to two additional contingent consideration arrangements. The first contingent consideration arrangement, payable of up to \$90.0 million in cash, is based on the attainment of revenue targets from November 2, 2023 through April 4, 2025. If the first contingent consideration targets are met, a second contingent consideration arrangement related to a specified customer contract is available to the sellers, with no maximum earnout, based on revenues attained from that specified customer contract through April 4, 2025. The total purchase price for the acquisition was expected to be \$442.9 million, comprised of the upfront cash consideration of \$352.6 million paid on November 2, 2023 and the fair value of the contingent consideration arrangements at the acquisition-date of \$90.3 million. See Note 9, "Fair Value Measurements" to the Consolidated Financial Statements for additional information regarding fair value of contingent consideration.

Intangible assets associated with the Nuvolo acquisition totaled \$141.0 million and primarily relate to developed technology and customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled \$313.1 million, inclusive of measurement period adjustments. The goodwill is primarily attributable to the fair value of market share and revenue growth from Nuvolo. The benefit of access to the workforce is an additional element of goodwill. The goodwill created in the acquisition is not deductible for tax purposes.

The amounts assigned to the major identifiable intangible asset classifications for the 2023 acquisitions were as follows:

<i>In millions</i>	Weighted-average useful life (in years)	Fair value
Customer relationships	13	189.9
Developed technology	9	107.1
Other	6	33.0
Total intangible assets		\$ 330.0

The valuation of intangible assets was determined using an income approach methodology. The Company estimated a portion of the fair value of the customer relationships intangible assets using an excess earnings model and a portion using the with and without method. The Company estimated a portion of the fair value of the developed technology intangible asset using a relief from royalty approach and a portion using an excess earnings model. These fair value measurements were based on significant inputs not observable in the market and thus represent a Level 3 measurement. Key assumptions include projected cash flows, including revenue growth rates and margins, customer attrition rates, royalty rates and discount rates attributable to each intangible asset.

The Company has not included pro forma financial information as the 2023 pro forma impact was deemed not material.

Fiscal Year 2022

On October 31, 2022, the Company acquired 100% of AL-KO Air Technology (AL-KO) for \$111.7 million, net of cash acquired, financed through cash on hand, and inclusive of the impact of measurement period adjustments. AL-KO designs, engineers, manufactures, sells, installs, and services air handling and extraction systems in commercial applications. Intangible assets associated with this acquisition totaled \$49.4 million and primarily relate to customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled \$48.5 million, inclusive of the impact of measurement period adjustments. The results of operations of AL-KO are reported within the EMEA and Asia Pacific segments from the date of acquisition.

On April 1, 2022, the Company acquired a Commercial HVAC independent dealer, reported within the Americas segment from the date of acquisition, to support the Company's ongoing strategy to expand its distribution network and service area. The aggregate cash paid, net of cash acquired, totaled \$110.0 million and was financed through cash on hand. Intangible assets associated with this acquisition totaled \$52.7 million and primarily relate to customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled \$42.5 million.

The amounts assigned to the major identifiable intangible asset classifications for the 2022 acquisitions were as follows:

<i>In millions</i>	Weighted-average useful life (in years)	Fair value
Customer relationships	15	\$ 82.9
Other	6	19.2
Total intangible assets		\$ 102.1

The valuation of intangible assets was determined using an income approach methodology. The fair value of the customer relationship intangible assets was determined using the excess earnings method based on discounted projected net cash flows associated with the net earnings attributable to the acquired customer relationships. These projected cash flows are estimated over the remaining economic life of the intangible asset and are considered from a market participant perspective. Key assumptions used in estimating future cash flows included projected revenue growth rates and customer attrition rates. The projected future cash flows are discounted to present value using an appropriate discount rate.

The Company has not included pro forma financial information as the 2022 pro forma impact was deemed not material.

Divestitures

The Company has retained obligations from previously sold businesses that primarily include ongoing expenses for postretirement benefits, product liability, legal costs and asbestos-related activities of Aldrich. The components of *Discontinued operations, net of tax* for the years ended December 31 were as follows:

<i>In millions</i>	2024	2023	2022
Pre-tax earnings (loss) from discontinued operations	(36.2)	(34.7)	(26.9)
Tax benefit (expense)	11.5	7.5	5.4
Discontinued operations, net of tax	\$ (24.7)	\$ (27.2)	\$ (21.5)

For the years ended December 31, 2024 and 2023, pre-tax earnings (loss) from discontinued operations included a charge of \$19.9 million and \$20.2 million, respectively, to support Aldrich's ongoing legal costs in accordance with the Company's Funding Agreement. Refer to Note 20, "Commitments and Contingencies," for more information regarding the deconsolidation and asbestos-related matters.

NOTE 18. EARNINGS PER SHARE (EPS)

Basic EPS is calculated by dividing *Net earnings attributable to Trane Technologies plc* by the weighted-average number of ordinary shares outstanding for the applicable period. Diluted EPS is calculated after adjusting the denominator of the basic EPS calculation for the effect of all potentially dilutive ordinary shares, which in the Company's case, includes shares issuable under share-based compensation plans. The following table summarizes the weighted-average number of ordinary shares outstanding for basic and diluted earnings per share calculations:

<i>In millions</i>	2024	2023	2022
Weighted-average number of basic shares outstanding	226.2	228.6	232.6
Shares issuable under incentive share plans	2.2	2.1	2.3
Weighted-average number of diluted shares outstanding	228.4	230.7	234.9
Anti-dilutive shares	—	0.4	0.8
Dividends declared per ordinary share	\$ 3.36	\$ 3.00	\$ 2.68

NOTE 19. BUSINESS SEGMENT INFORMATION

The Company operates under three reportable segments designed to create deep customer focus and relevance in markets around the world. Intercompany sales between segments are immaterial.

- The Company's Americas segment innovates for customers in North America and Latin America. The Americas segment encompasses commercial heating, cooling and ventilation systems, building controls and solutions, and energy services and solutions; residential heating and cooling; and transport refrigeration systems and solutions.
- The Company's EMEA segment innovates for customers in the Europe, Middle East and Africa region. The EMEA segment encompasses heating, cooling and ventilation systems, services and solutions for commercial buildings, and transport refrigeration systems and solutions.

- The Company's Asia Pacific segment innovates for customers throughout the Asia Pacific region. The Asia Pacific segment encompasses heating, cooling and ventilation systems, services and solutions for commercial buildings, and transport refrigeration systems and solutions.

The Company's chief operating decision maker (CODM), the Chief Executive Officer, uses two profitability measures, *Segment Adjusted EBITDA* and *Segment Adjusted Operating Income*, in assessing segment performance and deciding how to allocate resources:

- Segment Adjusted EBITDA* represents net earnings excluding interest expense, income taxes, depreciation and amortization, restructuring, non-cash adjustments for contingent consideration, merger and acquisition-related costs, unallocated corporate expenses, discontinued operations and other non-recurring transactions. Segment Adjusted EBITDA also provides a useful tool for assessing the operating performance and comparability between periods and our ability to generate cash because it excludes the impact of certain non-cash or non-recurring items that can vary significantly from period to period. Segment Adjusted EBITDA is used in the development of annual operating plans, including capital expenditure and operational budgets, and in measuring performance against targets for purposes of incentive compensation.
- Segment Adjusted Operating Income* represents operating income adjusted to exclude restructuring costs, merger and acquisition-related costs, non-cash adjustments for contingent consideration and other non-recurring items. Segment Adjusted Operating Income, and ratios based on it, are used to provide a comprehensive view of segment profitability and evaluate efficient returns on assets.

Segment Adjusted EBITDA and Segment Adjusted Operating Income are not defined under GAAP and may not be comparable to similarly titled measures used by other companies and should not be considered a substitute for net earnings or other results reported in accordance with GAAP. Measures of total assets by reportable segment are not provided to the CODM. Therefore, asset information by segment is not disclosed.

A summary of results by reportable segment for the years ended December 31 were as follows:

<i>In millions</i>	2024	2023	2022
Americas			
Segment revenues	\$ 15,903.2	\$ 13,832.0	\$ 12,640.8
Segment cost of goods sold	(10,249.9)	(9,262.4)	(8,714.1)
Segment selling and administrative expenses	(2,614.2)	(2,123.7)	(1,857.7)
Segment Adjusted Operating Income	\$ 3,039.1	\$ 2,445.9	\$ 2,069.0
Segment depreciation and amortization	299.8	258.8	256.8
Segment other income/(expense), net	(20.6)	(35.1)	0.5
Segment Adjusted EBITDA	\$ 3,318.3	\$ 2,669.6	\$ 2,326.3
EMEA			
Segment revenues	\$ 2,556.7	\$ 2,401.2	\$ 2,034.5
Segment cost of goods sold	(1,641.8)	(1,584.4)	(1,408.7)
Segment selling and administrative expenses	(442.1)	(392.3)	(315.5)
Segment Adjusted Operating Income	\$ 472.8	\$ 424.5	\$ 310.3
Segment depreciation and amortization	43.5	40.5	28.8
Segment other income/(expense), net	(11.2)	(0.3)	(1.0)
Segment Adjusted EBITDA	\$ 505.1	\$ 464.7	\$ 338.1
Asia Pacific			
Segment revenues	\$ 1,378.3	\$ 1,444.4	\$ 1,316.4
Segment cost of goods sold	(843.2)	(935.2)	(886.9)
Segment selling and administrative expenses	(226.3)	(208.4)	(197.8)
Segment Adjusted Operating Income	\$ 308.8	\$ 300.8	\$ 231.7
Segment depreciation and amortization	17.9	18.3	17.2
Segment other income/(expense), net	2.6	2.2	(0.6)
Segment Adjusted EBITDA	\$ 329.3	\$ 321.3	\$ 248.3

<i>In millions</i>	2024	2023	2022
Reconciliation of Segment Adjusted EBITDA and Segment Adjusted Operating Income to earnings before income taxes			
Total Segment Adjusted EBITDA	\$ 4,152.7	\$ 3,455.6	\$ 2,912.7
Total Segment depreciation and amortization	(361.2)	(317.6)	(302.9)
Total Segment other income/(expense), net	29.1	33.2	1.2
Total Segment Adjusted Operating Income	3,820.6	3,171.2	2,611.0
Restructuring costs	(5.0)	(15.1)	(20.7)
Non-cash adjustments for contingent consideration	25.0	49.3	46.9
Insurance settlements on property claims	—	10.0	25.0
Acquisition inventory step-up and backlog amortization	—	(18.5)	(1.2)
Unallocated corporate expenses	(340.5)	(302.9)	(242.1)
Interest expense	(238.4)	(234.5)	(223.5)
Other income/(expense), net	(19.9)	(92.2)	(23.3)
Earnings before income taxes	\$ 3,241.8	\$ 2,567.3	\$ 2,172.1
Capital Expenditures			
Americas	\$ 244.7	\$ 217.2	\$ 230.5
EMEA	36.6	31.9	25.9
Asia Pacific	16.1	14.3	11.2
Capital expenditures from reportable segments	\$ 297.4	\$ 263.4	\$ 267.6
Corporate capital expenditures	73.2	37.3	24.2
Total capital expenditures	\$ 370.6	\$ 300.7	\$ 291.8

At December 31, a summary of long-lived assets by geographic area were as follows:

<i>In millions</i>	2024	2023
United States	\$ 1,936.0	\$ 1,618.6
Non-U.S.	691.1	666.7
Total	\$ 2,627.1	\$ 2,285.3

NOTE 20. COMMITMENTS AND CONTINGENCIES

The Company is involved in various litigation, claims and administrative proceedings, including those related to the bankruptcy proceedings for Aldrich Pump LLC (Aldrich) and Murray Boiler LLC (Murray) and environmental and product liability matters. The Company records accruals for loss contingencies when it is both probable that a liability will be incurred and the amount of the loss can be reasonably estimated. Amounts recorded for identified contingent liabilities are estimates, which are reviewed periodically and adjusted to reflect additional information when it becomes available. Subject to the uncertainties inherent in estimating future costs for contingent liabilities, except as expressly set forth in this note, management believes that any liability which may result from these legal matters would not have a material adverse effect on the financial condition, results of operations, liquidity or cash flows of the Company.

Asbestos-Related Matters

Certain indirect wholly-owned subsidiaries and former companies of the Company have been named as defendants in asbestos-related lawsuits in state and federal courts. In virtually all of the suits, a large number of other companies have also been named as defendants. The vast majority of those claims were filed against predecessors of Aldrich and Murray and generally allege injury caused by exposure to asbestos contained in certain historical products sold by predecessors of Aldrich or Murray, primarily pumps, boilers and railroad brake shoes. None of the Company's existing or previously-owned businesses were a producer or manufacturer of asbestos.

On June 18, 2020, Aldrich and Murray filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code to resolve equitably and permanently all current and future asbestos related claims in a manner beneficial to claimants and to Aldrich and Murray. As a result of the Chapter 11 filings, all asbestos-related lawsuits against Aldrich and Murray have been stayed due to the imposition of a statutory automatic stay applicable in Chapter 11 bankruptcy cases. In addition, at the request of Aldrich and Murray, the Bankruptcy Court has entered an order temporarily staying all asbestos-related claims against the Trane Companies that relate to claims against Aldrich or Murray (except for asbestos-related claims for which the exclusive remedy is provided

under workers' compensation statutes or similar laws). On August 23, 2021, the Bankruptcy Court entered its findings of facts and conclusions of law and order declaring that the automatic stay applies to certain asbestos related claims against the Trane Companies and enjoining such actions. As a result, all asbestos-related lawsuits against Aldrich, Murray and the Trane Companies remain stayed.

The goal of these Chapter 11 filings is to resolve equitably and permanently all current and future asbestos-related claims in a manner beneficial to claimants and to Aldrich and Murray through court approval of a plan of reorganization that would create a trust pursuant to section 524(g) of the Bankruptcy Code, establish claims resolution procedures for all current and future asbestos-related claims against Aldrich and Murray and channel such claims to the trust for resolution in accordance with those procedures. Aldrich and Murray intend to seek an agreement with representatives of the asbestos claimants on the terms of a plan for the establishment of such a trust.

Prior to the Petition Date, predecessors of each of Aldrich and Murray had been litigating asbestos-related claims brought against them. No such claims have been paid since the Petition Date, and it is not contemplated that any such claims will be paid until the end of the Chapter 11 cases.

From an accounting perspective, the Company no longer has control over Aldrich and Murray as of the Petition Date as their activities are subject to review and oversight by the Bankruptcy Court. Therefore, Aldrich and its wholly-owned subsidiary 200 Park and Murray and its wholly-owned subsidiary ClimateLabs were deconsolidated as of the Petition Date and their respective assets and liabilities were derecognized from the Company's Consolidated Financial Statements. Amounts derecognized in 2020 primarily related to the legacy asbestos-related liabilities and asbestos-related insurance recoveries and \$41.7 million of cash.

Upon deconsolidation in 2020, the Company recorded its retained interest in Aldrich and Murray at fair value within *Other noncurrent assets* in the Consolidated Balance Sheets. In determining the fair value of its equity investment, the Company used a market-adjusted multiple of earnings valuation technique. As a result, the Company recorded an aggregate equity investment of \$53.6 million as of the Petition Date.

Simultaneously, the Company recognized a liability of \$248.8 million within *Other noncurrent liabilities* in the Consolidated Balance Sheets related to its obligation under the Funding Agreements. The liability was based on asbestos-related liabilities and insurance-related assets balances previously recorded by the Company prior to the Petition Date.

As a result of the deconsolidation, the Company recognized an aggregate loss of \$24.9 million in its Consolidated Statements of Earnings during the year ended December 31, 2020. A gain of \$0.9 million related to Murray and its wholly-owned subsidiary ClimateLabs was recorded within *Other income/ (expense), net* and a loss of \$25.8 million related to Aldrich and its wholly-owned subsidiary 200 Park was recorded within *Discontinued operations, net of tax*. Additionally, the deconsolidation resulted in an investing cash outflow of \$41.7 million in the Company's Consolidated Statements of Cash Flows, of which \$10.8 million was recorded within continuing operations during the year ended December 31, 2020.

On August 26, 2021, the Company announced that Aldrich and Murray reached an agreement in principle with the court-appointed legal representative of future asbestos claimants (the FCR) in the bankruptcy proceedings. The agreement in principle includes the key terms for the permanent resolution of all current and future asbestos claims against Aldrich and Murray pursuant to a plan of reorganization (the Plan). Under the agreed terms, the Plan would create a trust pursuant to section 524(g) of the Bankruptcy Code and establish claims resolution procedures for all current and future claims against Aldrich and Murray (Asbestos Claims). On the effective date of the Plan, Aldrich and Murray would fund the trust with \$545.0 million, comprised of \$540.0 million in cash and a promissory note to be issued by Aldrich and Murray to the trust in the principal amount of \$5.0 million, and the Asbestos Claims would be channeled to the trust for resolution in accordance with the claims resolution procedures. Following the effective date of the Plan, Aldrich and Murray would have no further obligations with respect to the Asbestos Claims. The FCR has agreed to support such Plan. The agreement in principle with the FCR is subject to final documentation and is conditioned on arrangements acceptable to Aldrich and Murray with respect to their asbestos insurance assets. It is currently contemplated that the asbestos insurance assets of Aldrich and Murray would be contributed to the trust, and that, in consideration of their cash contribution to the trust, Aldrich and Murray would have the exclusive right to pursue, collect and retain all insurance reimbursements available in connection with the resolution of Asbestos Claims by the trust. The committee representing current asbestos claimants (the ACC) is not a party to the agreement in principle. Any settlement and its implementation in a plan of reorganization is subject to the approval of the Bankruptcy Court, and there can be no assurance that the Bankruptcy Court will approve the agreement on the terms proposed.

On September 24, 2021, Aldrich and Murray filed the Plan with the Bankruptcy Court. The Plan is supported by, and reflects the agreement in principle reached with the FCR. On the same date, in connection with the Plan, Aldrich and Murray filed a motion with the Bankruptcy Court to create a \$270.0 million trust intended to constitute a "qualified settlement fund" within the meaning of the Treasury Regulations under Section 468B of the Internal Revenue Code (QSF). The funds held in the QSF would be available to provide funding for the Section 524(g) Trust upon effectiveness of the Plan.

During the year ended December 31, 2021, in connection with the agreement in principle reached by Aldrich and Murray with the FCR and the motion to create a \$270.0 million QSF, the Company recorded a charge of \$21.2 million to increase its Funding Agreement liability to \$270.0 million. The corresponding charge was bifurcated between *Other income/ (expense), net* of \$7.2 million relating to Murray and discontinued operations of \$14.0 million relating to Aldrich.

On January 27, 2022, the Bankruptcy Court granted the request to fund the QSF, which was funded on March 2, 2022, resulting in an operating cash outflow of \$270.0 million reported in the Company's Consolidated Statements of Cash Flows, of which \$91.8 million was allocated to continuing operations and \$178.2 million was allocated to discontinued operations for the year ended December 31, 2022. On April 18, 2022, the Bankruptcy Court entered an order granting Aldrich and Murray's request to seek to estimate their aggregate liability for all current and future asbestos-related personal injury claims. Aldrich and Murray are pursuing discovery and related matters in connection with the estimation proceedings.

On October 18, 2021, the ACC filed a motion seeking standing to pursue and investigate on behalf of the bankruptcy estates of Aldrich and Murray, claims arising from or related to the 2020 Corporate Restructuring. Also on October 18, 2021, the ACC filed a complaint seeking to substantively consolidate the bankruptcy estates of Aldrich and Murray with certain of the Company's subsidiaries. On December 20, 2021, Aldrich, Murray and certain of the Company's subsidiaries filed motions to dismiss the ACC's substantive consolidation complaint. On April 14, 2022, the Bankruptcy Court granted the ACC's standing motion and denied the motions to dismiss the substantive consolidation complaint. On June 18, 2022, the ACC filed complaints against the Company and other related parties asserting various claims and causes of action arising from or related to the 2020 Corporate Restructuring. The Company is vigorously opposing and defending against these claims.

On April 6, 2023, certain individual claimants filed a motion to dismiss the Chapter 11 cases (Claimant Motion to Dismiss). Subsequently, on May 15, 2023, the ACC filed its own motion to dismiss the Chapter 11 cases (ACC Motion to Dismiss, and, together with the Claimant Motion to Dismiss, the Motions to Dismiss). Aldrich, Murray and the FCR filed responses in opposition to the Motions to Dismiss, and the Company filed papers joining in Aldrich and Murray's opposition. A hearing on the Motions to Dismiss was held on July 14, 2023. On December 28, 2023, the Bankruptcy Court entered an order denying the Motions to Dismiss. On January 11, 2024, the ACC and the individual claimants filed motions with the United States District Court for the District of North Carolina (the District Court) seeking leave to appeal the order denying the Motions to Dismiss and to certify the appeals directly to the Court of Appeals for the Fourth Circuit. At a hearing on February 9, 2024, the Bankruptcy Court granted the motions to certify direct appeals to the Fourth Circuit. On April 17, 2024, the Fourth Circuit entered an order denying the petitions for direct appeal. On May 1, 2024, the ACC and the individual claimants filed petitions with the Fourth Circuit seeking rehearing *en banc*. Aldrich and Murray opposed the petitions and the Fourth Circuit denied the petitions by order dated May 15, 2024. On May 28, 2024, Aldrich and Murray filed their response with the District Court in opposition to the Motions for Leave to Appeal. The FCR filed its response to the Motions for Leave to Appeal on May 29, 2024.

On January 23, 2023, an individual claimant filed a motion to lift the automatic order to pursue its asbestos suit against Aldrich and Murray notwithstanding the Chapter 11 cases (the Stay Relief Motion). Aldrich and Murray, the FCR, and certain non-debtor affiliates each opposed the Stay Relief Motion. The Bankruptcy Court denied the Stay Relief Motion after holding a hearing on March 30, 2023. The Bankruptcy Court entered an order memorializing its March oral ruling on November 13, 2024. The individual claimant filed a notice with the Bankruptcy Court appealing the order denying the Stay Relief Motion to the District Court on November 27, 2024.

It is not possible to predict how the District Court will rule on these pending motions, whether an appellate court will affirm or reverse the Bankruptcy Court orders denying the Motions to Dismiss and the Stay Relief Motion, whether the Bankruptcy Court will approve the terms of the Plan, what the extent of the asbestos liability will be or how long the Chapter 11 cases will last. The ACC and the individual claimants filed their replies in support of the Motions for Leave to Appeal on June 11, 2024. The Chapter 11 cases remain pending as of February 6, 2025.

Furthermore, in connection with the 2020 Corporate Restructuring, Aldrich, Murray and their respective subsidiaries entered into several agreements with subsidiaries of the Company to ensure they each have access to services necessary for the effective operation of their respective businesses and access to capital to address any liquidity needs that arise as a result of working capital requirements or timing issues. In addition, the Company regularly transacts business with Aldrich and its wholly-owned subsidiary 200 Park and Murray and its wholly-owned subsidiary ClimateLabs. As of the Petition Date, these entities are considered related parties and post deconsolidation activity between the Company and them are reported as third party transactions and are reflected within the Company's Consolidated Statements of Earnings. Since the Petition Date, there were no material transactions between the Company and these entities other than as described above.

Environmental Matters

The Company continues to be dedicated to environmental and sustainability programs to minimize the use of natural resources, reduce the utilization and generation of hazardous materials from our manufacturing processes and remediate identified environmental concerns. As to the latter, the Company is currently engaged in site investigations and remediation activities to address environmental cleanup from past operations at current and former manufacturing facilities.

It is the Company's policy to establish environmental reserves for investigation and remediation activities when it is probable that a liability has been incurred and a reasonable estimate of the liability can be made. Estimated liabilities are determined based upon existing remediation laws and technologies. Inherent uncertainties exist in such evaluations due to unknown environmental conditions, changes in government laws and regulations, and changes in cleanup technologies. The environmental reserves are updated on a routine basis as remediation efforts progress and new information becomes available.

The Company is sometimes a party to environmental lawsuits and claims and has received notices of potential violations of environmental laws and regulations from the Environmental Protection Agency and similar state and international authorities. It has also been identified as a potentially responsible party (PRP) for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. In most instances at multi-party sites, the Company's share of the liability is not material.

In estimating its liability at multi-party sites, the Company has assumed it will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on the Company's understanding of the parties' financial condition and probable contributions on a per site basis.

Reserves for environmental matters are classified as *Accrued expenses and other current liabilities* or *Other noncurrent liabilities* based on their expected term. As of December 31, 2024 and 2023, the Company has recorded reserves for environmental matters of \$52.4 million and \$47.5 million, respectively. Of these amounts, \$40.3 million and \$38.9 million, respectively, relate to investigation and remediation of properties and multi-waste disposal sites related to businesses formerly owned by the Company.

Warranty Liability

Standard product warranty accruals are recorded at the time of sale and are estimated based upon product warranty terms and historical experience. The Company assesses the adequacy of its liabilities and will make adjustments as necessary based on known or anticipated warranty claims, or as new information becomes available.

The changes in the standard product warranty liability for the years ended December 31, were as follows:

<i>In millions</i>	2024		2023	
Balance at beginning of period	\$	373.9	\$	323.6
Reductions for payments		(182.3)		(146.5)
Accruals for warranties issued during the current period		229.9		187.0
Changes to accruals related to preexisting warranties		(3.9)		9.1
Translation		(3.0)		0.7
Balance at end of period	\$	414.6	\$	373.9

Standard product warranty liabilities are classified as *Accrued expenses and other current liabilities* or *Other noncurrent liabilities* based on their expected term. The Company's total current standard product warranty reserve at December 31, 2024 and December 31, 2023 was \$185.3 million and \$157.6 million, respectively.

Warranty Deferred Revenue

The Company's extended warranty liability represents the deferred revenue associated with its extended warranty contracts and is amortized into *Net revenues* on a straight-line basis over the life of the contract, unless another method is more representative of the costs incurred. The Company assesses the adequacy of its liability by evaluating the expected costs under its existing contracts to ensure these expected costs do not exceed the extended warranty liability.

The changes in the extended warranty liability for the years ended December 31, were as follows:

<i>In millions</i>	2024	2023
Balance at beginning of period	\$ 349.4	\$ 317.7
Amortization of deferred revenue for the period	(134.6)	(118.6)
Additions for extended warranties issued during the period	194.6	148.6
Changes to accruals related to preexisting warranties	3.0	0.9
Translation	(2.0)	0.8
Balance at end of period	\$ 410.4	\$ 349.4

The extended warranty liability is classified as *Accrued expenses and other current liabilities* or *Other noncurrent liabilities* based on the timing of when the deferred revenue is expected to be amortized into *Net revenues*. The Company's total current extended warranty liability at December 31, 2024 and December 31, 2023 was \$143.5 million and \$123.8 million, respectively. For the years ended December 31, 2024, 2023 and 2022, the Company incurred costs of \$68.7 million, \$54.3 million and \$54.8 million, respectively, related to extended warranties.

NOTE 21. SUBSEQUENT EVENTS

The Company completed the acquisition of two businesses in January 2025. One acquisition is a Commercial HVAC distributor with sales and service business in Belgium and Luxembourg. The results of the acquisition will be reported within the EMEA segment. The second acquisition is a building management platform for HVAC optimization, using advanced artificial intelligence technologies. The results of the acquisition will be reported within the Americas segment. The results of the acquisitions will be included in our consolidated financial statements as of the date of the acquisitions.

DESCRIPTION OF TRANE TECHNOLOGIES SHARE CAPITAL REGISTERED UNDER SECTION 12 OF THE EXCHANGE ACT

The following description of the share capital of Trane Technologies plc (“Trane”) is a summary. This summary is not complete and is subject to the complete text of Trane’s memorandum and articles of association previously filed with the Commission and to the Irish Companies Act 2014 (the “Irish Companies Act”). We encourage you to read those documents and laws carefully.

Capital Structure

Authorized Share Capital. The authorized share capital of Trane is €40,000 and US\$1,175,010,000 divided into 40,000 ordinary shares with a nominal value of €1 per share, 1,175,000,000 ordinary shares with a nominal value of US\$1.00 per share and 10,000,000 preferred shares with a nominal value of US\$0.001 per share.

Trane may issue shares subject to the maximum prescribed by its authorized share capital contained in its memorandum of association and subject to the maximum authorized by shareholders from time to time.

As a matter of Irish company law, the directors of a company may issue new ordinary or preferred shares without shareholder approval once authorized to do so by the articles of association of the company or by an ordinary resolution adopted by the shareholders at a general meeting. An ordinary resolution requires over 50% of the votes of a company’s shareholders cast at a general meeting. The authority conferred can be granted for a maximum period of five years, at which point it must be renewed by the shareholders of the company by an ordinary resolution. The shareholders of Trane adopted an ordinary resolution at the 2022 annual general meeting of the Company on June 2, 2022 authorizing the directors of Trane to issue up to an aggregate nominal amount of \$85,251,537 (85,251,537 shares) (being equivalent to approximately 33% of the aggregate nominal value of the issued ordinary share capital of the Company as of April 8, 2022), for a period of 18 months from June 2, 2022.

The authorized share capital may be increased or reduced by way of an ordinary resolution of Trane’s shareholders. The shares comprising the authorized share capital of Trane may be divided into shares of such par value as the resolution shall prescribe.

The rights and restrictions to which the ordinary shares are subject are prescribed in Trane’s articles of association. Trane’s articles of association entitle the board of directors, without shareholder approval, to determine the terms of the preferred shares issued by Trane. The Trane board of directors is authorized, without obtaining any vote or consent of the holders of any class or series of shares (other than the authority to allot shares referred to above) unless expressly provided by the terms of that class or series or shares, to provide from time to time for the issuance of other classes or series of preferred shares and to establish the characteristics of each class or series, including the number of shares, designations, relative voting rights, dividend rights, liquidation and other rights, redemption, repurchase or exchange rights and any other preferences and relative, participating, optional or other rights and limitations not inconsistent with applicable law.

Irish law does not recognize fractional shares held of record; accordingly, Trane’s articles of association do not provide for the issuance of fractional shares of Trane, and the official Irish register of Trane will not reflect any fractional shares.

Pre-emption Rights, Share Warrants and Share Options

Certain statutory pre-emption rights apply automatically in favor of Trane’s shareholders where shares in Trane are to be issued for cash. However, Trane initially opted out of these pre-emption rights on its incorporation in its articles of association as permitted under Irish company law. Because Irish law requires this opt-out to be renewed every five years by a special resolution of the shareholders, Trane’s articles of association provide that this opt-out must be so renewed. A special resolution requires not less than 75% of the votes of Trane’s shareholders cast

at a general meeting. If the opt-out is not renewed, shares issued for cash must be offered to pre-existing shareholders of Trane pro rata to their existing shareholding before the shares can be issued to any new shareholders. The statutory pre-emption rights do not apply where shares are issued for non-cash consideration and do not apply to the issue of non-equity shares (that is, shares that have the right to participate only up to a specified amount in any income or capital distribution). Shareholders of Trane passed a special resolution at the 2022 annual general meeting of the Company on June 2, 2022 authorizing the directors of Trane to opt out of pre-emption rights with respect to equity securities with up to an aggregate nominal value of \$12,916,899 (12,916,899 shares) (being equivalent to approximately 5% of the aggregate nominal value of the issued ordinary share capital of Trane as of April 8, 2022), for a period of 18 months from June 2, 2022.

The articles of association of Trane provide that, subject to any shareholder approval requirement under any laws, regulations or the rules of any stock exchange to which Trane is subject, the board is authorized, from time to time, in its discretion, to grant such persons, for such periods and upon such terms as the board deems advisable, options to purchase such number of shares of any class or classes or of any series of any class as the board may deem advisable, and to cause warrants or other appropriate instruments evidencing such options to be issued. The Irish Companies Act provides that directors may issue share warrants or options without shareholder approval once authorized to do so by the articles of association or an ordinary resolution of shareholders. The board may issue shares upon exercise of warrants or options without shareholder approval or authorization.

Trane is subject to the rules of the NYSE that require shareholder approval of certain share issuances.

Dividends

Under Irish law, dividends and distributions may only be made from distributable reserves. Distributable reserves, broadly, means the accumulated realized profits of Trane less accumulated realized losses of Trane. In addition, no distribution or dividend may be made unless the net assets of Trane are equal to, or in excess of, the aggregate of Trane's called up share capital plus undistributable reserves and the distribution does not reduce Trane's net assets below such aggregate. Undistributable reserves include the share premium account, the capital redemption reserve fund, the revaluation reserve, and the amount by which Trane's accumulated unrealized profits, so far as not previously utilized by any capitalization, exceed Trane's accumulated unrealized losses, so far as not previously written off in a reduction or reorganization of capital.

The determination as to whether or not Trane has sufficient distributable reserves to fund a dividend must be made by reference to "relevant financial statements" of Trane. The "relevant financial statements" will be either the last set of unconsolidated annual audited financial statements or unaudited financial statements prepared in accordance with the Irish Companies Act, which gives a "true and fair view" of Trane's unconsolidated financial position and accord with accepted accounting practice. The relevant financial statements must be filed in the Companies Registration Office (the official public registry for companies in Ireland).

The mechanism as to who declares a dividend and when a dividend shall become payable is governed by the articles of association of Trane. Trane's articles of association authorize the directors to declare such dividends as appear justified from the profits of Trane without the approval of the shareholders at a general meeting. The board of directors may also recommend a dividend to be approved and declared by the shareholders at a general meeting. Although the shareholders may direct that the payment be made by distribution of assets, shares or cash, no dividend issued may exceed the amount recommended by the directors. The dividends can be declared and paid in the form of cash or non-cash assets.

The directors of Trane may deduct from any dividend payable to any member all sums of money (if any) payable by such member to Trane in relation to the shares of Trane.

The directors of Trane are also entitled to issue shares with preferred rights to participate in dividends declared by Trane. The holders of such preferred shares may, depending on their terms, be entitled to claim arrears of a declared dividend out of subsequently declared dividends in priority to ordinary shareholders.

Share Repurchases, Redemptions and Conversions

Overview

Article 3(d) of Trane's articles of association provides that any ordinary share which Trane has acquired or agreed to acquire shall be deemed to be a redeemable share. Accordingly, for Irish company law purposes, the repurchase of ordinary shares by Trane will technically be effected as a redemption of those shares as described below under "—Repurchases and Redemptions by Trane." If the articles of association of Trane did not contain Article 3(d), repurchases by Trane would be subject to many of the same rules that apply to purchases of Trane shares by subsidiaries described below under "—Purchases by Subsidiaries of Trane," including the shareholder approval requirements described below and the requirement that any on-market purchases be effected on a "recognized stock exchange." Except where otherwise noted, when we refer elsewhere in this summary to repurchasing or buying back ordinary shares of Trane, we are referring to the redemption of ordinary shares by Trane pursuant to Article 3(d) of the articles of association or the purchase of ordinary shares of Trane by a subsidiary of Trane, in each case in accordance with the Trane articles of association and Irish company law as described below.

Repurchases and Redemptions by Trane

Under Irish law, a company can issue redeemable shares and redeem them out of distributable reserves (which are described above under "—Dividends") or the proceeds of a new issue of shares for that purpose. Trane currently has distributable reserves which are calculated by reference to the relevant financial statements of Trane. Please see "—Dividends." All redeemable shares must be fully paid and the terms of redemption of the shares must provide for payment on redemption. Redeemable shares may, upon redemption, be cancelled or held in treasury. Shareholder approval will not be required to redeem Trane shares.

The board of directors of Trane will also be entitled to issue preferred shares which may be redeemed at the option of either Trane or the shareholder, depending on the terms of such preferred shares. Please see "—Capital Structure—Authorized Share Capital" above for additional information on redeemable shares.

Repurchased and redeemed shares may be cancelled or held as treasury shares. The nominal value of treasury shares held by Trane at any time must not exceed 10% of the nominal value of the issued share capital of Trane. While Trane holds shares as treasury shares, it cannot exercise any voting rights in respect of those shares. Treasury shares may be cancelled by Trane or re-issued subject to certain conditions.

Purchases by Subsidiaries of Trane

Under Irish law, it may be permissible for an Irish or non-Irish subsidiary to purchase shares of Trane either on-market or off-market. A general authority of the shareholders of Trane is required to allow a subsidiary of Trane to make on-market purchases of Trane shares; however, as long as this general authority has been granted, no specific shareholder authority for a particular on-market purchase by a subsidiary of Trane shares is required. Trane does not currently seek such authority from its shareholders but may seek such general authority from shareholders in the future. In order for a subsidiary of Trane to make an on-market purchase of Trane's shares, such shares must be purchased on a "recognized stock exchange." The NYSE, on which the shares of Trane are listed, became a "recognized stock exchange" for this purpose on March 12, 2010, as a result of the coming into effect of the Irish Companies (Recognised Stock Exchanges) Regulations 2010. For an off-market purchase by a subsidiary of Trane, the proposed purchase contract must be authorized by special resolution of the shareholders of Trane before the contract is entered into. The person whose shares are to be bought back cannot vote in favor of the special resolution and, for at least 21 days prior to the special resolution, the purchase contract must be on display or must be available for inspection by shareholders at the registered office of Trane.

The number of shares held by the subsidiaries of Trane at any time will count as treasury shares and will be included in any calculation of the permitted treasury share threshold of 10% of the nominal value of the issued share capital of Trane. While a subsidiary holds shares of Trane, it cannot exercise any voting rights in respect of those shares. The acquisition of the shares of Trane by a subsidiary must be funded out of distributable reserves of the subsidiary.

Existing Share Repurchase Program

The board of directors of Trane has authorized a program to repurchase up to \$3.0 billion of its ordinary shares, to commence upon the completion of Trane's 2021 \$2 billion program. The 2021 program had approximately \$200 million remaining as of January 31, 2023. Based on market conditions, share repurchases will be made from time to time in the open market and in privately negotiated transactions at the discretion of management. The repurchase program does not have a prescribed expiration date.

As noted above, because repurchases of Trane shares by Trane will technically be effected as a redemption of those shares pursuant to Article 3(d) of the articles of association, shareholder approval for such repurchases will not be required.

Bonus Shares

Under Trane's articles of association, the board may resolve to capitalize any amount credited to any reserve or fund available for distribution or the share premium account of Trane for issuance and distribution to shareholders as fully paid up bonus shares on the same basis of entitlement as would apply in respect of a dividend distribution.

Consolidation and Division; Subdivision

Under its articles of association, Trane may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger par value than its existing shares or subdivide its shares into smaller amounts than is fixed by its articles of association.

Reduction of Share Capital

Trane may, by ordinary resolution, reduce its authorized share capital in any way. Trane also may, by special resolution and subject to confirmation by the Irish High Court, reduce or cancel its issued share capital in any way.

General Meetings of Shareholders

Trane is required to hold annual general meetings at intervals of no more than fifteen months, provided that an annual general meeting is held in each calendar year, no more than nine months after Trane's fiscal year-end. Trane has held all of its annual general meetings in Ireland. However, any annual general meeting may be held outside Ireland if a resolution so authorizing is passed at the preceding annual general meeting. Because of the fifteen-month requirement described in this paragraph, Trane's articles of association include a provision reflecting this requirement of Irish law. At any annual general meeting, only such business shall be conducted as shall have been brought before the meeting (a) by or at the direction of the board or (b) by any member entitled to vote at such meeting who complies with the procedures set forth in the articles of association.

Extraordinary general meetings of Trane may be convened by (i) the chairman of the board of directors, (ii) the board of directors, (iii) on requisition of the shareholders holding not less than 10% of the paid up share capital of Trane carrying voting rights or (iv) on requisition of Trane's auditors. Extraordinary general meetings are generally held for the purposes of approving shareholder resolutions of Trane as may be required from time to time. At any extraordinary general meeting, only such business shall be conducted as is set forth in the notice thereof.

Notice of a general meeting must be given to all shareholders of Trane and to the auditors of Trane. The articles of association of Trane provide that the maximum notice period is 60 days. The minimum notice periods are 21 days' notice in writing for an annual general meeting or an extraordinary general meeting to approve a special resolution and 14 days' notice in writing for any other extraordinary general meeting. Because of the 21-day and 14-day requirements described in this paragraph, Trane's articles of association include provisions reflecting these requirements of Irish law.

In the case of an extraordinary general meeting convened by shareholders of Trane, the proposed purpose of the meeting must be set out in the requisition notice. The requisition notice can contain any resolution. Upon receipt of this requisition notice, the board of directors has 21 days to convene a meeting of Trane's shareholders to vote on the matters set out in the requisition notice. This meeting must be held within two months of the receipt of the requisition notice. If the board of directors does not convene the meeting within such 21-day period, the requisitioning shareholders, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting, which meeting must be held within three months of the receipt of the requisition notice.

The only matters which must, as a matter of Irish company law, be transacted at an annual general meeting are the presentation of the annual financial statements, reports of the directors and auditors, the review by the members of the company's affairs, the appointment of auditors and the approval of the auditor's remuneration (or delegation of same), the declaration of dividends and the election of directors. If no resolution is made in respect of the reappointment of an auditor at an annual general meeting, the previous auditor will be deemed to have continued in office.

Directors are elected by the affirmative vote of a majority of the votes cast by shareholders at an annual general meeting and serve for one year terms. Where there is a contested election and the number of nominees exceeds the number of directors to be elected, then a plurality voting standard shall apply and only those nominees receiving the most votes for the available seats will be elected. However, because Irish law requires a minimum of two directors at all times, in the event that an election results in no director being elected, each of the two nominees receiving the greatest number of votes in favor of his or her election shall hold office until his or her successor shall be elected. In the event that an election results in only one director being elected, that director shall be elected and shall serve for a one year term, and the nominee receiving the greatest number of votes in favor of their election shall hold office until his or her successor shall be elected.

If the directors become aware that the net assets of Trane are half or less of the amount of Trane's called-up share capital, the directors of Trane must convene an extraordinary general meeting of Trane's shareholders not later than 28 days from the date that they learn of this fact. This meeting must be convened for the purposes of considering whether any, and if so what, measures should be taken to address the situation.

Voting

At a general meeting a resolution put to the vote is decided by a poll whereby every shareholder shall have one vote for each ordinary share that he or she holds as of the record date for the meeting. Voting rights may be exercised by shareholders registered in Trane's share register as of the record date for the meeting or by a duly appointed proxy of such a registered shareholder, which proxy need not be a shareholder. Where interests in shares are held by a nominee trust company, this company may exercise the rights of the beneficial holders on their behalf as their proxy. All proxies must be appointed in the manner prescribed by Trane's articles of association, by such time as is prescribed in the notice of the meeting, and if no time is specified, by no later than 48 hours before the commencement of the meeting. The articles of association of Trane permit the appointment of proxies by the shareholders to be notified to Trane electronically.

In accordance with the articles of association of Trane, the directors of Trane may from time to time cause Trane to issue preferred shares. These preferred shares may have such voting rights as may be specified in the terms of such preferred shares (e.g., they may carry more votes per share than ordinary shares or may entitle their holders to a class vote on such matters as may be specified in the terms of the preferred shares).

Treasury shares will not be entitled to vote at general meetings of shareholders.

Irish company law requires "special resolutions" of the shareholders at a general meeting to approve certain matters. A special resolution requires not less than 75% of the votes cast of Trane's shareholders at a general meeting. This may be contrasted with "ordinary resolutions," which require a simple majority of the votes of Trane's shareholders cast at a general meeting. Examples of matters requiring special resolutions include:

- Amending the objects of Trane;
 - Amending the articles of association of Trane;
 - Approving the change of name of Trane;
-

Authorizing the entering into of a guarantee or provision of security in connection with a loan, quasi-loan or credit transaction to a director or connected person;

- Opting out of pre-emption rights on the issuance of new shares;
- Re-registration of Trane from a public limited company as a private company;
- Variation of class rights attaching to classes of shares;
- Purchase of own shares off-market;
- The reduction of share capital;
- Resolving that Trane be wound up by the Irish courts;
- Resolving in favor of a shareholders' voluntary winding-up;
- Re-designation of shares into different share classes; and
- Setting the re-issue price of treasury shares.

A scheme of arrangement with shareholders requires a court order from the Irish High Court and the approval of: (1) 75% of the voting shareholders by value; and (2) 50% in number of the voting shareholders, at a meeting called to approve the scheme.

Variation of Rights Attaching to a Class or Series of Shares

Variation of all or any special rights attached to any class or series of shares of Trane is addressed in the articles of association of Trane as well as the Irish Companies Act. Any variation of class rights attaching to the issued shares of Trane must be approved by a special resolution of the shareholders of the class or series affected.

Quorum for General Meetings

The presence, in person or by proxy, of the holders of a majority of the Trane ordinary shares outstanding constitutes a quorum for the conduct of business. No business may take place at a general meeting of Trane if a quorum is not present in person or by proxy. The board of directors has no authority to waive quorum requirements stipulated in the articles of association of Trane. Abstentions and broker non-votes will be counted as present for purposes of determining whether there is a quorum in respect of the proposals.

Inspection of Books and Records

Under Irish law, shareholders have the right to: (i) receive a copy of the memorandum and articles of association of Trane and any act of the Irish government which alters the memorandum of association of Trane; (ii) inspect and obtain copies of the minutes of general meetings and resolutions of Trane; (iii) inspect and receive a copy of the register of shareholders, register of directors and secretaries, register of directors' interests and other statutory registers maintained by Trane; (iv) receive copies of balance sheets and directors' and auditors' reports which have previously been sent to shareholders prior to an annual general meeting; and (v) receive balance sheets of a subsidiary company of Trane which have previously been sent to shareholders prior to an annual general meeting for the preceding ten years. The auditors of Trane will also have the right to inspect all books, records and vouchers of Trane. The auditors' report must be circulated to the shareholders with audited consolidated annual financial statements of Trane prepared in accordance with applicable accounting standards 21 days before the annual general meeting and must be read to the shareholders at Trane's annual general meeting.

Acquisitions

There are a number of mechanisms for acquiring an Irish public limited company, including:

- (a) a court-approved scheme of arrangement under the Irish Companies Act. A scheme of arrangement with shareholders requires a court order from the Irish High Court and the approval of: (1) 75% of the

voting shareholders by value; and (2) 50% in number of the voting shareholders, at a meeting called to approve the scheme;

- (b) through a tender offer by a third party for all of the shares of Trane. Where the holders of 80% or more of Trane's shares have accepted an offer for their shares in Trane, the remaining shareholders may be statutorily required to also transfer their shares. If the bidder does not exercise its "squeeze out" right, then the non-accepting shareholders also have a statutory right to require the bidder to acquire their shares on the same terms. If shares of Trane were listed on the Irish Stock Exchange or another regulated stock exchange in the European Union (the "EU"), this threshold would be increased to 90%;
- (c) it is possible for Trane to be acquired by way of a merger with an EU-incorporated public company under the EU Cross Border Merger Directive 2005/56. Such a merger must be approved by a special resolution. If Trane is being merged with another EU public company under the EU Cross Border Merger Directive 2005/56 and the consideration payable to Trane's shareholders is not all in the form of cash, Trane's shareholders may be entitled to require their shares to be acquired at fair value; and
- (d) it is also possible for Trane to be acquired by way of a merger with an Irish incorporated company under the Irish Companies Act. Such a merger must be implemented by a court order from the Irish High Court and be approved by a special resolution of Trane's shareholders.

Under Irish law, there is no requirement for a company's shareholders to approve a sale, lease or exchange of all or substantially all of a company's property and assets. However, Trane's articles of association provide that the affirmative vote of the holders of a majority of the outstanding voting shares on the relevant record date is required to approve a sale, lease or exchange of all or substantially all of its property or assets.

Appraisal Rights

Generally, under Irish law, shareholders of an Irish company do not have appraisal rights. Under the EC (Cross-Border Mergers) Regulations 2008 (as amended by the European Communities (Mergers and Divisions of Companies) (Amendment) Regulations 2011) and Part 17 of the Irish Companies Act governing the merger of an Irish public limited company and a company incorporated in the European Economic Area, a shareholder (a) who voted against the special resolution approving the merger or (b) of a company in which 90% of the shares is held by the other company the party to the merger of the transferor company has the right to request that the company acquire its shares for cash.

Disclosure of Interests in Shares

Under the Irish Companies Act, there is a notification requirement for shareholders who acquire or cease to be interested in 3% of the shares of an Irish public limited company. A shareholder of Trane must therefore make such a notification to Trane if as a result of a transaction the shareholder will be interested in 3% or more of the shares of Trane or if as a result of a transaction a shareholder who was interested in more than 3% of the shares of Trane ceases to be so interested. Where a shareholder is interested in more than 3% of the shares of Trane, any alteration of his or her interest that brings his or her total holding through the nearest whole percentage number, whether an increase or a reduction, must be notified to Trane. The relevant percentage figure is calculated by reference to the aggregate par value of the shares in which the shareholder is interested as a proportion of the entire par value of Trane's share capital. Where the percentage level of the shareholder's interest does not amount to a whole percentage this figure may be rounded down to the next whole number. All such disclosures should be notified to Trane within 5 business days of the transaction or alteration of the shareholder's interests that gave rise to the requirement to notify. Where a person fails to comply with the notification requirements described above no right or interest of any kind whatsoever in respect of any shares in Trane concerned, held by such person, shall be enforceable by such person, whether directly or indirectly, by action or legal proceeding. However, such person may apply to the court to have the rights attaching to the shares concerned reinstated.

In addition to the above disclosure requirement, Trane, under the Irish Companies Act, may by notice in writing require a person whom Trane knows or has reasonable cause to believe to be, or at any time during the three years immediately preceding the date on which such notice is issued, to have been interested in shares comprised in Trane's relevant share capital to: (a) indicate whether or not it is the case, and (b) where such person holds or has during that time held an interest in the shares of Trane, to give such further information as may be required by Trane including particulars of such person's own past or present interests in shares of Trane. Any information given in

response to the notice is required to be given in writing within such reasonable time as may be specified in the notice.

Where such a notice is served by Trane on a person who is or was interested in shares of Trane and that person fails to give Trane any information required within the reasonable time specified, Trane may apply to court for an order directing that the affected shares be subject to certain restrictions. Under the Irish Companies Act, the restrictions that may be placed on the shares by the court are as follows:

- (a) any transfer of those shares, or in the case of unissued shares any transfer of the right to be issued with shares and any issue of shares, shall be void;
- (b) no voting rights shall be exercisable in respect of those shares;
- (c) no further shares shall be issued in right of those shares or in pursuance of any offer made to the holder of those shares; and
- (d) no payment shall be made of any sums due from Trane on those shares, whether in respect of capital or otherwise.

Where the shares in Trane are subject to these restrictions, the court may order the shares to be sold and may also direct that the shares shall cease to be subject to these restrictions.

Anti-Takeover Provisions

Business Combinations with Interested Shareholders

As provided in Trane's articles of association, the affirmative vote of the holders of 80% of the shares then in issue of all classes of shares entitled to vote considered for purposes of this provision as one class, is required for Trane to engage in any "business combination" with any interested shareholder (generally, a 10% or greater shareholder), provided that the above vote requirement does not apply to:

- any business combination with an interested shareholder that has been approved by the board of directors; or
- any agreement for the amalgamation, merger or consolidation of any of Trane's subsidiaries with Trane or with another of Trane's subsidiaries if (1) the relevant provisions of Trane's articles of association will not be changed or otherwise affected by or by virtue of the amalgamation, merger or consolidation and (2) the holders of greater than 50% of the voting power of Trane or the subsidiary, as appropriate, immediately prior to the amalgamation, merger or consolidation continue to hold greater than 50% of the voting power of the amalgamated company immediately following the amalgamation, merger or consolidation.

Trane's articles of association provide that "business combination" means:

- any amalgamation, merger or consolidation of Trane or one of Trane's subsidiaries with an interested shareholder or with any person that is, or would be after such amalgamation, merger or consolidation, an affiliate or associate of an interested shareholder;
- any transfer or other disposition to or with an interested shareholder or any affiliate or associate of an interested shareholder of all or any material part of the assets of Trane or one of Trane's subsidiaries; and
- any issuance or transfer of Trane's shares upon conversion of or in exchange for the securities or assets of any interested shareholder, or with any company that is, or would be after such merger or consolidation, an affiliate or associate of an interested shareholder.

Irish Takeover Rules and Substantial Acquisition Rules

A transaction by virtue of which a third party is seeking to acquire 30% or more of the voting rights of Trane will be governed by the Irish Takeover Panel Act 1997 and the Irish Takeover Rules made thereunder and will be

regulated by the Irish Takeover Panel. The “General Principles” of the Irish Takeover Rules and certain important aspects of the Irish Takeover Rules are described below.

General Principles

The Irish Takeover Rules are built on the following General Principles which will apply to any transaction regulated by the Irish Takeover Panel:

- in the event of an offer, all classes of shareholders of the target company should be afforded equivalent treatment and, if a person acquires control of a company, the other holders of securities must be protected;
- the holders of securities in the target company must have sufficient time to allow them to make an informed decision regarding the offer;
- the board of a company must act in the interests of the company as a whole. If the board of the target company advises the holders of securities as regards the offer it must advise on the effects of the implementation of the offer on employment, employment conditions and the locations of the target company’s place of business;
- false markets in the securities of the target company or any other company concerned by the offer must not be created;
- a bidder can only announce an offer after ensuring that he or she can fulfill in full the consideration offered;
- a target company may not be hindered longer than is reasonable by an offer for its securities. This is a recognition that an offer will disrupt the day-to-day running of a target company particularly if the offer is hostile and the board of the target company must divert its attention to resist the offer; and
- a “substantial acquisition” of securities (whether such acquisition is to be effected by one transaction or a series of transactions) will only be allowed to take place at an acceptable speed and shall be subject to adequate and timely disclosure.

Mandatory Bid

If an acquisition of shares were to increase the aggregate holding of an acquirer and its concert parties to shares carrying 30% or more of the voting rights in Trane, the acquirer and, depending on the circumstances, its concert parties would be required (except with the consent of the Irish Takeover Panel) to make a cash offer for the outstanding shares at a price not less than the highest price paid for the shares by the acquirer or its concert parties during the previous 12 months. This requirement would also be triggered by an acquisition of shares by a person holding (together with its concert parties) shares carrying between 30% and 50% of the voting rights in Trane if the effect of such acquisition were to increase the percentage of the voting rights held by that person (together with its concert parties) by 0.05% within a twelve-month period. A single holder (that is, a holder excluding any parties acting in concert with the holder) holding more than 50% of the voting rights of a company is not subject to this rule.

Voluntary Bid; Requirements to Make a Cash Offer and Minimum Price Requirements

A voluntary offer is an offer that is not a mandatory offer. If a bidder or any of its concert parties acquire ordinary shares of Trane within the period of three months prior to the commencement of the offer period, the offer price must be not less than the highest price paid for Trane ordinary shares by the bidder or its concert parties during that period. The Irish Takeover Panel has the power to extend the “look back” period to 12 months if the Irish Takeover Panel, having regard to the General Principles, believes it is appropriate to do so.

If the bidder or any of its concert parties has acquired ordinary shares of Trane (i) during the period of 12 months prior to the commencement of the offer period which represent more than 10% of the total ordinary shares of Trane or (ii) at any time after the commencement of the offer period, the offer shall be in cash (or accompanied by a full cash alternative) and the price per Trane ordinary share shall be not less than the highest price paid by the bidder or its concert parties during, in the case of (i), the period of 12 months prior to the commencement of the offer period and, in the case of (ii), the offer period. The Irish Takeover Panel may apply this rule to a bidder who, together with its concert parties, has acquired less than 10% of the total ordinary shares of Trane in the 12 month period prior to the commencement of the offer period if the Panel, having regard to the General Principles, considers it just and proper to do so.

An offer period will generally commence from the date of the first announcement of the offer or proposed offer.

Substantial Acquisition Rules

The Irish Takeover Rules also contain rules governing substantial acquisitions of shares which restrict the speed at which a person may increase his or her holding of shares and rights over shares to an aggregate of between 15% and 30% of the voting rights of Trane. Except in certain circumstances, an acquisition or series of acquisitions of shares or rights over shares representing 10% or more of the voting rights of Trane is prohibited, if such acquisition(s), when aggregated with shares or rights already held, would result in the acquirer holding 15% or more but less than 30% of the voting rights of Trane and such acquisitions are made within a period of seven days. These rules also require accelerated disclosure of acquisitions of shares or rights over shares relating to such holdings.

Frustrating Action

Under the Irish Takeover Rules, the board of directors of Trane is not permitted to take any action which might frustrate an offer for the shares of Trane once the board of directors has received an approach which may lead to an offer or has reason to believe an offer is imminent except as noted below. Potentially frustrating actions such as (i) the issue of shares, options or convertible securities, (ii) material disposals, (iii) entering into contracts other than in the ordinary course of business or (iv) any action, other than seeking alternative offers, which may result in frustration of an offer, are prohibited during the course of an offer or at any time during which the board has reason to believe an offer is imminent. Exceptions to this prohibition are available where:

- (a) the action is approved by Trane's shareholders at a general meeting; or
- (b) with the consent of the Irish Takeover Panel where:
 - (i) the Irish Takeover Panel is satisfied the action would not constitute a frustrating action;
 - (ii) the holders of 50% of the voting rights state in writing that they approve the proposed action and would vote in favor of it at a general meeting;
 - (iii) in accordance with a contract entered into prior to the announcement of the offer; or
 - (iv) the decision to take such action was made before the announcement of the offer and either has been at least partially implemented or is in the ordinary course of business.

For other provisions that could be considered to have an anti-takeover effect, please see above at “—Pre-emption Rights, Share Warrants and Share Options” and “—Disclosure of Interests in Shares,” in addition to “—Corporate Governance” below.

Corporate Governance

The articles of association of Trane allocate authority over the management of Trane to the board of directors. The board of directors may then delegate management of Trane to committees of the board, executives or to a management team, but regardless, the directors will remain responsible, as a matter of Irish law, for the proper management of the affairs of Trane. Trane currently has an Audit Committee, a Human Resources and Compensation Committee, a Sustainability, Corporate Governance and Nominating Committee, a Finance Committee, a Technology and Innovation Committee and an Executive Committee. Trane has also adopted Corporate Governance Guidelines that provide the corporate governance framework for Trane.

Legal Name; Formation; Fiscal Year; Registered Office

The legal and commercial name of Trane, an Irish company, is Trane Technologies plc. Trane was incorporated in Ireland, as a public limited company on April 1, 2009 with company registration number 469272. Trane's fiscal year ends on December 31 and Trane's registered address is 170/175 Lakeview Dr., Airside Business Park, Swords, Co. Dublin, Ireland.

Duration; Dissolution; Rights upon Liquidation

Trane's duration will be unlimited. Trane may be dissolved at any time by way of either a shareholders' voluntary winding up or a creditors' voluntary winding up. In the case of a shareholders' voluntary winding up, the

consent of not less than 75% of the shareholders of Trane is required. Trane may also be dissolved by way of court order on the application of a creditor, or by the Companies Registration Office as an enforcement measure where Trane has failed to file certain returns.

The rights of the shareholders to a return of Trane's assets on dissolution or winding up, following the settlement of all claims of creditors, may be prescribed in Trane's articles of association or the terms of any preferred shares issued by the directors of Trane from time to time. The holders of preferred shares in particular may have the right to priority in a dissolution or winding up of Trane. If the articles of association contain no specific provisions in respect of a dissolution or winding up then, subject to the priorities or any creditors, the assets will be distributed to shareholders in proportion to the paid-up par value of the shares held. Trane's articles of association provide that the ordinary shareholders of Trane are entitled to participate pro rata in a winding up, but their right to do so may be subject to the rights of any preferred shareholders to participate under the terms of any series or class of preferred shares.

Uncertificated Shares

Holders of ordinary shares of Trane will not have the right to require Trane to issue certificates for their shares. Trane will only issue uncertificated ordinary shares.

Stock Exchange Listing

The Trane ordinary shares are listed on the NYSE under the symbol "TT."

No Sinking Fund

The ordinary shares have no sinking fund provisions.

No Liability for Further Calls or Assessments

All of our issued ordinary shares are duly and validly issued and fully paid.

Transfer and Registration of Shares

Trane's share register will be maintained by its transfer agent. Registration in this share register will be determinative of membership in Trane. A shareholder of Trane who holds shares beneficially will not be the holder of record of such shares. Instead, the depository (for example, Cede & Co., as nominee for DTC) or other nominee will be the holder of record of such shares. Accordingly, a transfer of shares from a person who holds such shares beneficially to a person who also holds such shares beneficially through a depository or other nominee will not be registered in Trane's official share register, as the depository or other nominee will remain the record holder of such shares.

A written instrument of transfer is required under Irish law in order to register on Trane's official share register any transfer of shares (i) from a person who holds such shares directly to any other person, (ii) from a person who holds such shares beneficially to a person who holds such shares directly, or (iii) from a person who holds such shares beneficially to another person who holds such shares beneficially where the transfer involves a change in the depository or other nominee that is the record owner of the transferred shares. An instrument of transfer also is required for a shareholder who directly holds shares to transfer those shares into his or her own broker account (or vice versa). Such instruments of transfer may give rise to Irish stamp duty, which must be paid prior to registration of the transfer on Trane's official Irish share register.

We currently intend to pay (or cause one of our affiliates to pay) stamp duty in connection with share transfers made in the ordinary course of trading by a seller who holds shares directly to a buyer who holds the acquired shares beneficially. In other cases Trane may, in its absolute discretion, pay (or cause one of its affiliates to pay) any stamp duty. Trane's articles of association provide that, in the event of any such payment, Trane (i) may seek

reimbursement from the transferor or transferee (at our discretion), (ii) may set-off the amount of the stamp duty against future dividends payable to the transferor or transferee (at our discretion), and (iii) will have a lien against the Trane shares on which we have paid stamp duty. Parties to a share transfer may assume that any stamp duty arising in respect of a transaction in Trane shares has been paid unless one or both of such parties is otherwise notified by us.

Trane's articles of association delegate to Trane's secretary or an assistant secretary the authority to execute an instrument of transfer on behalf of a transferring party. In order to help ensure that the official share register is regularly updated to reflect trading of Trane shares occurring through normal electronic systems, we intend to regularly produce any required instruments of transfer in connection with any transactions for which we pay stamp duty (subject to the reimbursement and set-off rights described above). In the event that we notify one or both of the parties to a share transfer that we believe stamp duty is required to be paid in connection with such transfer and that we will not pay such stamp duty, such parties may either themselves arrange for the execution of the required instrument of transfer (and may request a form of instrument of transfer from Trane for this purpose) or request that Trane execute an instrument of transfer on behalf of the transferring party in a form determined by Trane. In either event, if the parties to the share transfer have the instrument of transfer duly stamped (to the extent required) and then provide it to Trane's transfer agent, the transferee will be registered as the legal owner of the relevant shares on Trane's official Irish share register (subject to the matters described below).

The directors of Trane have general discretion to decline to register an instrument of transfer unless the transfer is in respect of one class of share only.

The registration of transfers may be suspended by the directors at such times and for such period, not exceeding in the whole 30 days in each year, as the directors may from time to time determine.

**Trane Technologies plc
Incentive Stock Plan of 2018**

**Global Stock Option Grant Notice
("Grant Notice")**

Trane Technologies plc (the "Company") hereby awards to Participant a non-qualified stock option ("Option") to purchase the number of ordinary Shares of the Company specified below and with certain terms set forth below (the "Award"). The Award is subject to the terms below and all of the terms and conditions set forth in the Company's Incentive Stock Plan of 2018 (the "Plan") and the Global Stock Option Award Agreement (the "Award Agreement").

Participant Name:	[Insert name as First Last]
Date of Grant:	[Insert Grant Date as Month DD, YYYY]
Number of Shares Subject to Option:	[Insert Number of Options Awarded]
Exercise Price per Share (US \$):	[Insert option price]
Vesting Schedule:	3-year graded vesting (one-third of the Options shall vest on each of the first, second and third anniversaries of the Date of Grant)

**Trane Technologies plc
Incentive Stock Plan of 2018**

Global Stock Option Award Agreement

Trane Technologies plc (the "Company") hereby grants to the individual (the "Participant") named in the applicable grant notice (the "Grant Notice") and as of the date set forth therein (the "Grant Date") a non-qualified stock option (the "Option") to purchase the number of ordinary shares of the Company set forth in the Grant Notice (the "Shares") at the exercise price per Share as set forth in the Grant Notice, pursuant to and subject to the terms and conditions set forth in the Company's Incentive Stock Plan of 2018 (the "Plan") and to the terms and conditions set forth in this Stock Option Award Agreement, including the Appendix (the Stock Option Award Agreement, including the Grant Notice, which is incorporated herein, and the Appendix are referred to, collectively, as the "Award Agreement"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Award Agreement.

1. Vesting and Exercisability.

(a) Normal Vesting and Exercisability. Participant's right to purchase Shares subject to the Option shall vest in accordance with the schedule set forth in the Grant Notice, subject to Participant's continued employment with the Company or an Affiliate on each vesting date set forth in the Grant Notice, except that any fractional installments shall be carried forward and vest when such combined fractional installments result in a full Share. Subject to the provisions below, the term of the Option shall be 10 years from the Grant Date.

(b) Termination of Employment. In the event that Participant's employment with the Company and its Affiliates is terminated, the Options shall be vested and shall remain exercisable to the extent set forth in the tables below. Certain terms used in the tables below are defined in Section 2 hereof.

Table 1: Not Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination

Termination Event	Vesting/Forfeiture	Exercisability
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	Unvested Options shall be vested immediately in the number of Options that would have vested within 12 months following the termination of Participant's active employment.	All vested Options shall remain exercisable for 3 years following termination of active employment.
Involuntary termination of employment for Cause.	All Options, whether vested or unvested, shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such Options or the underlying Shares.	No Options are exercisable as of the date of termination of active employment.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 3 years from the date of termination of active employment.
Termination of employment by reason of death or Disability.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 3 years following termination of active employment.
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job related to a Major Restructuring that occurs before the one-year anniversary of completion of the Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	All unvested Options shall be forfeited as of the date of termination of active employment.	All vested Options shall remain exercisable for 90 days following termination of active employment.

Table 2: Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination

Termination Event	Vesting/Forfeiture	Exercisability
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination and not for Cause.	Unvested Options shall continue to vest according to the schedule set forth in Section 1(a) in the number of Options resulting from the greater of the formulas set forth in Section 1(c)(i) or Section 1(d).	All vested Options shall remain exercisable for 5 years following termination of active employment.
Involuntary termination of employment for Cause.	All Options, whether vested or unvested, shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such Options or the underlying Shares.	No Options are exercisable as of the date of termination of active employment.

Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 5 years from the date of termination of active employment.
Termination of employment by reason of death.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 3 years following the date of termination of active employment.
Termination of employment by reason of Disability.	All unvested Options shall continue to vest according to the schedule set forth in Section 1(a).	All vested Options shall remain exercisable for 5 years following termination of active employment.
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job related to a Major Restructuring that occurs before the one-year anniversary of completion of the Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	Unvested Options shall continue to vest according to the schedule set forth in Section 1(a) in the number of Options set forth in Section 1(c)(i) and subject to Section 1(c)(ii).	All vested Options shall remain exercisable for 5 years following termination of active employment.

(c) Retirement Vesting Benefit.

1. If this Section 1(c)(i) is referenced in Section 1(b) above, then the pro-rated number of the unvested Options is determined by (i) multiplying by the number of days in the calendar year of the Grant Date during which Participant was employed by the Company or any Affiliate, and (ii) dividing by the number of days in the corresponding calendar year (the "Retirement Vesting Benefit"). Notwithstanding the foregoing, the Retirement Vesting Benefit will result in the continued vesting of all unvested Options if Participant's employment terminates due to Retirement following the calendar year in which the Grant Date occurs.

- (i) Notwithstanding Section 1(c)(i), if this Section 1(c)(ii) is referenced in Section 1(b) above, in the event a Retirement-eligible Participant terminates and commences full-time employment with a competitor following termination (to the extent determined in the sole discretion of the Company), then, unless prohibited under the laws of any applicable jurisdiction, (including, but not limited to, California), all unvested Options shall be forfeited immediately.

(d) 12-Month Benefit Vesting. If this Section 1(d) is referenced in Section 1(b) above, then Participant shall vest in the number of Options that would have vested within 12 months following the termination of Participant's active employment.

(e) Option Term. In no event shall any portion of the Options be exercisable more than 10 years after the Grant Date.

2. **Definitions.**

(a) For purposes of this Award Agreement, **Affiliate** shall include any entity that was an Affiliate as of the Grant Date if such entity has ceased to be an Affiliate as a result of a Major Restructuring unless otherwise specified herein.

(b) **Cause** shall mean (i) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (ii) solely for purposes of Section 2(e), substantial failure or refusal by Participant to perform his or her employment duties, which failure or refusal continues for a period of 10 days following delivery of written notice of such failure or refusal to Participant by the Company or an Affiliate; (iii) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any non-U.S. jurisdiction); or (iv) any material violation of the Company's code of conduct, as in effect from time to time.

(c) **Good Reason** shall mean (i) a substantial diminution in Participant's job responsibilities or a material adverse change in Participant's title or status (however, performing the same job for a smaller organization following a Major Restructuring shall not constitute Good Reason); (ii) a reduction of Participant's base salary or target bonus (however, a reduction of Participant's base salary or target bonus shall not constitute Good Reason if there is a broad-based reduction in the base salary or target bonus applicable to employees in the Company or an Affiliate) or the failure to pay Participant's base salary or bonus when due or the failure to maintain on behalf of Participant (and his or her dependents) benefits which are at least comparable in the aggregate to those in effect prior to the completion of the Major Restructuring; or (iii) the relocation of the principal place of Participant's employment by more than 35 miles from Participant's principal place of employment immediately prior to the completion of the Major Restructuring; however, any of the events described in clauses (i)-(iii) above shall constitute Good Reason only if the Company (or an Affiliate, if applicable) fails to cure such event within 30 days after receipt from Participant of written notice of the event which constitutes Good Reason; and such Participant shall cease to have a right to terminate due to Good Reason on the 90th day following the later of the occurrence of the event or Participant's knowledge thereof, unless Participant has given the Company written notice thereof prior to such date.

(d) **Group Termination Event** shall mean an involuntary termination of employment that is part of a group termination of employment, including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility. In the event Participant's employer ceases to be an Affiliate as a result of a Major Restructuring, this will not constitute a Group Termination Event.

(e) **Involuntary Loss of Job** shall mean, with respect to any Participant, the termination of such Participant's employment with the Company or an Affiliate (i) by the Company or an Affiliate without Cause, or (ii) by Participant with Good Reason, unless, with respect to both (i) and (ii), the Company can reasonably demonstrate that such occurrence is not substantially related to, or as a result of, a Major Restructuring. In no event shall Participant's employer ceasing to be an Affiliate (as defined in the Plan) as a result of a Major Restructuring, on its own, constitute an Involuntary Loss of Job.

(f) **Job Elimination** shall mean an involuntary termination of employment by reason of job elimination, substantial change in the nature of Participant's position, or job relocation.

(g) **Major Restructuring** shall mean a reorganization, recapitalization, extraordinary stock dividend, merger, sale, spin-off or other similar transaction or series of transactions which,

individually or in the aggregate, has the effect of resulting in the elimination of all, or the majority of, any one or more of the Company's business segments, so long as such transaction or transactions do not constitute a Change in Control.

(h) **Retirement** shall mean attainment of age 55 with at least 10 years of service with the Company and any Affiliate, unless otherwise defined in an Appendix. For purposes of this definition of Retirement, service with the Company or any of its Affiliates while the Company was known by the name Ingersoll-Rand plc shall be deemed service with the Company and its Affiliates.

3. Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

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

- (a) withholding from Participant's wages or other cash compensation payable to Participant by the Company, the Employer, or any Affiliate;
- (b) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent);
- (c) requiring Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items;
- (d) withholding in Shares to be issued upon exercise of the Option; and/or
- (e) any other method of withholding determined by the Company to be permitted under the Plan and, to the extent required by applicable law or the Plan, approved by the Committee; provided, however, that if Participant is an officer of the Company subject to Section 16 of the Exchange Act, then the Committee (as constituted to satisfy Rule 16b-3 of the Exchange Act) will determine the method of withholding from alternatives (a) – (e) above and, if the Committee does not exercise its discretion prior to the applicable withholding event, then Participant will be entitled to elect the method of withholding from alternatives (a) – (e) above.

The Company may withhold for Tax-Related Items by considering statutory or other withholding rates, including maximum applicable rates in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent amount in Shares) from the Company or the Employer; otherwise, Participant may be able to seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the

Company and/or the Employer. The Company may refuse to honor the exercise of the Option or refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

4. Recoupment Provision. As an additional condition of receiving this award of Options, Participant agrees that the Options, whether vested or unvested, and any Shares issued under the Options (and any proceeds therefrom), shall be subject to deduction, clawback, forfeiture, and/ or repayment to the Company to the extent required (i) under the Company's Clawback/Recoupment Policy, any other compensation clawback or recoupment policy in effect as of the Grant Date or, to the extent adopted by the Board following the Grant Date, any similar policy applicable to circumstances where Participant engages in misconduct, fraud, a violation of law or other similar circumstances, and, in each case, as may be amended from time to time, and (ii) to comply with any recoupment requirement imposed under applicable laws, rules, regulations or stock exchange listing standards.

5. Electronic Delivery and Participation. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6. Choice of Law and Venue. The Option grant and the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to such state's conflict of laws or provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of North Carolina and agree that such litigation shall be conducted in the courts of Mecklenburg County, North Carolina, or the federal courts for the United States for the Western District of North Carolina, where this grant is made and/or to be performed.

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

8. Country-Specific Provisions. The Option and any Shares subject to the Option shall be subject to any special terms and conditions for Participant's country set forth in the Appendix. Moreover, if Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Award Agreement.

9. Imposition of Other Requirements. This grant is subject to, and limited by, all applicable laws and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Participant agrees that the Company shall have unilateral authority to amend the Plan and this Award Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Shares. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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

11. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

12. Insider Trading Restrictions/Market Abuse Laws. Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and, if different, Participant's country of residence, which may affect his or her ability to acquire or sell Shares or rights to Shares (e.g., Options) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). 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. Participant is responsible for ensuring his or her compliance with any applicable restrictions and should speak to his or her personal legal advisor on this matter.

13. Foreign Asset/Account Reporting; Exchange Controls. Participant may be subject to foreign asset and/or account reporting requirements and/or exchange controls as a result of the exercise of the Option, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. For example, Participant may be required to report such assets, accounts, account balances and values and/or related transactions to the tax or other authorities in his or her country. Participant may also be required to repatriate sale proceeds or other funds received pursuant to the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. Participant is responsible for ensuring compliance with any applicable requirements and should speak to his or her personal legal advisor regarding these requirements.

14. Acknowledgement & Acceptance within 120 Days. This grant is subject to acceptance, within 120 days of the Grant Date, by electronic acceptance through the website of UBS, the Company's stock option administrator. **Failure to accept the Option within 120 days of the Grant Date may result in cancellation of the Option.**

Signed for and on behalf of the Company:



David S. Regnery
Chair and Chief Executive Officer
Trane Technologies plc

This document constitutes part of a prospectus covering securities that have been registered under the U.S. Securities Act of 1933.

Appendix

Trane Technologies plc Incentive Stock Plan of 2018 Global Stock Option Award Agreement Country-Specific Provisions

This Appendix includes special terms and conditions applicable to Participant if Participant resides and/or works in one of the countries listed below. These terms and conditions supplement or replace (as indicated) the terms and conditions set forth in the Stock Option Award Agreement. Unless otherwise defined herein, the terms defined in the Plan or the Award Agreement, as applicable, shall have the same meanings in this Appendix.

This Appendix also includes information relating to exchange control, foreign asset and/or account reporting and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities, and other laws in effect in the respective countries as of January 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Option is exercised or the Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to Participant's particular situation. The Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, or if Participant transfers employment or residency to another country after the Option is granted, the information contained herein may not be applicable to Participant. The Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant.

Provisions Applicable to All Non-U.S. Countries

1. **Nature of Grant.** By accepting the Option, Participant acknowledges, understands, and agrees that:
 - (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be amended, altered or discontinued by the Company at any time, to the extent permitted by the Plan;
 - (b) the Plan is operated and the Option is granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights Participant may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Employer);
 - (c) no Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Participant under this Award Agreement;
 - (d) the grant of the Option is exceptional, voluntary, and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;
 - (e) all decisions with respect to future option grants, if any, will be at the sole discretion of the Company;
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- (f) Participant is voluntarily participating in the Plan;
- (g) the Option and the Shares subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (h) the Option and the Shares subject to the Option, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;
- (i) unless otherwise agreed with the Company, the Option and the Shares subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with, services Participant may provide as a director of an Affiliate;
- (j) the Option grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any Affiliate and will not interfere with the ability of the Company, the Employer, or any Affiliate, as applicable, to terminate Participant's employment or service relationship (if any);
- (k) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; if the Shares subject to the Option do not increase in value, the Option will have no value; if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease, even below the exercise price;
- (l) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from Participant ceasing to provide employment or other services to the Company, the Employer, or any Affiliate (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the Option or recoupment resulting from exercise of the Option as described in Section 4 of the Stock Option Award Agreement;
- (m) in the event of termination of Participant's employment or other services (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), Participant's right to receive or vest in the Option under the Plan, if any, will terminate effective as of the date that Participant is no longer actively providing services, or will be measured with reference to such date in the case of a Group Termination Event, or other termination described in Section 1(b) of the Stock Option Award Agreement, Involuntary Loss of Job, Retirement, or termination due to death or Disability, and will not be extended by any notice period (e.g., active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); furthermore, in the event of termination of Participant's employment or other
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services (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), Participant's right to exercise the Option after termination of employment, if any, will be measured with reference to the date that Participant is no longer actively providing services and will not be extended by any notice period; the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this Option grant (including whether Participant may still be considered to be providing services while on an approved leave of absence);

(n) unless otherwise provided in the Plan or by the Company, in its discretion, the Option and the benefits evidenced by this Award Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(o) neither the Company, nor the Employer nor any Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

2. Data Privacy Provisions Applicable to Participants Outside the EEA+ (as defined below).

Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in the Award Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing Participant's participation in the Plan.

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

Participant understands that Personal Data may be transferred to UBS, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of Personal Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. The Company provides appropriate safeguards for protecting Personal Data that it receives through its adherence to all applicable Personal Data protection requirements, including any contractual requirements with any recipients of Personal Data as selected by Company to assist in the implementation, administration, and management of the Plan.

Participant understands that he or she may request a list with the names and addresses of any potential recipients of Personal Data by contacting his or her local human resources representative. Participant authorizes the Company, UBS 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 Personal Data, in electronic or other form, for the sole purpose of implementing, administering, and managing Participant's participation in the Plan. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant the Option or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

3. Data Privacy Provisions Applicable to Participants in the European Union/European Economic Area/Switzerland/United Kingdom ("EEA+").

(a) Participant is hereby notified of the collection, use and transfer, as described in this Award Agreement, in electronic or other form, of his or her Personal Data (defined below) by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive and legitimate purpose of implementing, administering, and managing Participant's participation in the Plan.

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

(c) Participant understands that providing the Company with this Personal Data is necessary for the performance of this Award Agreement and that Participant's refusal to provide the Personal Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. Participant's Personal Data shall be accessible within the Company only by the persons specifically charged with Personal Data processing operations and by the persons that need to access the Personal Data because of their duties and position in relation to the performance of this Award Agreement.

(d) The Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant may, at any time and without cost, contact Makila Scruggs, Global Data Protection and Privacy Officer, at globalprivacyoffice@tranetechnologies.com to enforce his or her rights under the data protection laws in Participant's country, which may include the right to (i) request access or copies of Personal Data subject to processing; (ii) request rectification of incorrect Personal Data; (iii) request deletion of Personal Data; (iv) request restriction on processing of Personal Data; (v) request portability of Personal Data; (vi) lodge complaints with competent authorities in Participant's country; and/or (vii) request a list with the names and addresses of any potential recipients of Personal Data.

(e) The Company provides appropriate safeguards for protecting Personal Data that it receives in the U.S. through its adherence to all applicable Personal Data protection requirements, including EU Standard Contractual Clauses, where applicable. Participant understands that the Company will transfer Personal Data to UBS Financial Services Inc. at 1000 Harbor Boulevard, Weehawken, NJ 07086, U.S.A. and/or such other third parties as may be selected by the Company, which are assisting the Company with the implementation, administration and management of the Plan and may transfer the Personal Data to certain other third parties assisting in the implementation, administration and management of the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any Shares acquired upon exercise of the Option.

(f) Participant understands that these recipients, which may receive, use, retain and transfer Personal Data, may be located in Participant's country or elsewhere, including outside the European Economic Area (e.g., the United States), and that the recipient's country may have different data privacy laws and protections than Participant's country. When transferring Personal Data to these recipients, the Company provides appropriate safeguards in accordance with all applicable Personal Data protection requirements, as discussed above. Participant may send questions regarding these safeguards by contacting Makila Scruggs, Global Data Protection and Privacy Officer, at globalprivacyoffice@tranetechnologies.com.

(g) Finally, the processing activity is necessary for the legitimate purposes of providing the Plan to Participant. Participant may choose to opt out of allowing the Company to share his or her Personal Data with the stock plan service provider and others as described above, although execution of such choice may affect Participant's ability to participate in the Plan. For questions about this choice or to make this choice, Participant should contact Makila Scruggs, Global Data Protection and Privacy Officer, at globalprivacyoffice@tranetechnologies.com.

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

Argentina

Type of Offering. Neither the Option nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*). The offer is private and not subject to the supervision of any Argentine governmental authority.

Exchange Control Information. Exchange control restrictions may limit the ability to remit funds out of Argentina in order to exercise the Option or remit funds into Argentina following the receipt of the proceeds from the cashless exercise of the Option. The Company reserves the right to further restrict the exercise of the Option or to amend or cancel the Option at any time in order to comply with applicable exchange control laws in Argentina. Participant is responsible for complying with exchange control laws in Argentina and neither the Company, the Employer, nor any Affiliate will be liable for any fines or penalties resulting from Participant's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, Participant should consult with his or her personal legal advisor before accepting the Option and before exercising the Option and/or selling any Shares acquired upon exercise of the Option to ensure compliance with current regulations.

Foreign Asset / Account Reporting Information. Participant must report holdings of any equity interest in a foreign company (e.g., Shares acquired under the Plan) on his or her annual tax return each year.

Australia

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

Securities Law Information. If Participant acquires Shares under the Plan and subsequently offers the Shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law and Participant should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Belgium

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Acknowledgement and Acceptance within 60 Days. This provision replaces Section 14 of the Stock Option Award Agreement:

This grant is subject to acceptance within 60 days of the Grant Date, by electronic acceptance through the website of UBS, the Company’s stock option administrator. In addition to accepting the Option electronically through the website of UBS, Participant must sign and return the attached form regarding the acceptance of the Option within 60 days of the Grant Date. **Failure to accept the Option and sign and return the attached form within 60 days of the Grant Date will result in cancellation of the Option. If Participant takes no action with respect to the Option within 60 days of the Grant Date, Participant will be deemed to have rejected the Option.**

Foreign Asset / Account Reporting Information. Participant is required to report any bank or brokerage accounts held outside of Belgium in his or her annual tax return. The first time Participant reports such an account on Participant’s annual income tax return, Participant is required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

2025 Stock Option Toekenning

Toekenningsdatum: De datum waarop uw toekenning goedgekeurd werd door het *Human Resources and Compensation Committee* van Trane Technologies plc

Datum van het Aanbod: De datum waarop de essentiële modaliteiten van de toekenning aan u gecommuniceerd werden

Aanvaardingslimiet: 60 dagen na de Datum van het Aanbod

1^e Uitoefendatum: De eerste dag na afloop van het derde volledige kalenderjaar volgend op de Toekenningsdatum (*i.e.*, 1 Januari, 2029)

Gelieve **één** optie aan te tikken:

1. AANVAARDING VAN AANDELENOPTIES BINNEN 60 DAGEN

Ik aanvaard de toekenning van de aandelenopties (“stock options”) die me werden aangeboden op de **Datum van het Aanbod**.

Ik begrijp en aanvaard dat ik - door het tekenen van dit formulier en het binnen 60 dagen die volgt op de Datum van het Aanbod, t.t.z. vóór of op de **Aanvaardingslimiet**, aan HR Belgium (sandra.swaelens@tranetechnologies.com) te doen toekomen - Belgische bedrijfsvoorheffing^(*) zal betalen op 23% van de waarde van de onderliggende aandelen op de Datum van het Aanbod. Ik begrijp dat de belastingen die ik betaal op mijn aandelenopties (“stock options”) niet aan mij terugbetaald zullen worden indien mijn aandelenopties (“stock options”) in een later stadium komen te vervallen.

OF:

2. AANVAARDING VAN AANDELENOPTIES BINNEN 60 DAGEN MET VERBINTENIS

Ik aanvaard de toekenning van de aandelenopties (“stock options”) die me werden aangeboden op de **Datum van het Aanbod**.

Ik begrijp en aanvaard dat ik – door het tekenen van dit formulier en het binnen 60 dagen die volgt op de Datum van het Aanbod, t.t.z. vóór of op de **Aanvaardingslimiet**, aan HR Belgium (sandra.swaelens@tranetechnologies.com) te doen toekomen – Belgische bedrijfsvoorheffing^(*) zal betalen met betrekking tot de aandelenopties op datum van de Aanvaardingslimiet. Ik begrijp dat de belastingen die ik betaal op mijn aandelenopties (“stock options”) niet aan mij terugbetaald zullen worden indien mijn aandelenopties (“stock options”) in een later stadium komen te vervallen.

Verder bevestig ik hierbij dat ik de aandelenopties (“stock options”) niet zal uitoefenen vóór de **1^e Uitoefendatum** noch de aandelenopties (“stock options”) zal overdragen. Deze toezegging wordt gedaan in toepassing van artikel 43 van de wet van 26 maart 1999, met het oog op het bekomen van het verminderde forfaitaire waarderingspercentage van 11,5% van de waarde van de onderliggende aandelen op de Datum van het Aanbod.

OF:

3. WEIGERING VAN AANDELENOPTIES

Ik weiger de toekenning van aandelenopties (“stock options”) die me werden aangeboden op de **Datum van het Aanbod**.

Ik begrijp en aanvaard dat ik – door het tekenen van dit formulier en het binnen 60 dagen die volgt op de datum van het Aanbod, t.t.z. op of voor de **Aanvaardingslimiet**, aan HR Belgium

(sandra.swaelens@tranetechnologies.com) te doen toekomen – geen aandelenopties (“stock options”) zal krijgen en bijgevolg niet onderworpen zal zijn aan enige Belgische bedrijfsvoorheffing met betrekking tot de aandelenopties (“stock options”). Ik begrijp dat mijn weigering van de toekenning van aandelenopties (“stock options”) die mij worden aangeboden op de ***Datum van het Aanbod*** onherroepelijk is en dat toekomstige toekenningen van aandelenopties (“stock options”), indien die er zouden zijn, naar eigen goeddunken van Trane Technologies plc zullen zijn.

Ik werd ervan op de hoogte gesteld dat indien ik de aanvaardingsbrief zou ondertekenen vóór of op de ***Aanvaardingslimiet***, ik met betrekking tot de aandelenopties (“stock options”) belast zal worden op datum van de Aanvaardingslimiet en dit op basis van 23% of 11,5% van de waarde van de onderliggende aandelen, afhankelijk van mijn niet dan wel akkoord gaan om de aandelenopties (“stock options”) niet uit te kunnen uitoefenen vóór de ***1^e Uitoefendatum*** en mijn niet dan wel akkoord gaan om de aandelenopties (“stock options”) niet te kunnen overdragen. Ik begrijp dat eens deze belasting betaald is, deze belasting niet aan mij terugbetaald zal worden indien mijn aandelenopties (“stock options”) in een later stadium komen te vervallen. Ik begrijp dat zelfs indien ik niet akkoord ga om de aandelenopties (“stock options”) niet over te dragen overeenkomstig dit document, de aandelenopties (“stock options”) onderworpen zijn aan enige andere overdrachtsbeperking uiteengezet in het Trane Technologies plc Incentive Stock Plan van 2018.

Ik begrijp en aanvaard dat indien ik dit formulier niet onderteken en terugbezorg aan HR Belgium vóór de *Aanvaardingslimiet*, de toekenning van aandelenopties (“stock options”) zal worden geannuleerd. Daarenboven begrijp ik en aanvaard ik dat indien ik geen actie onderneem met betrekking tot de aandelenopties (“stock options”) voor de Aanvaardingslimiet, ik geacht zal worden de aandelenopties (“stock options”) te hebben geweigerd.

Naam:

Handtekening:

Datum:

() In elk geval zal het belastbaar voordeel worden belast aan uw marginale belastingvoet en zal de Vennootschap of uw Werkgever de wettelijk voorziene bedrijfsvoorheffing inhouden op uw loon, tenzij u aan uw Werkgever een betaling in speciën zou overmaken gelijk aan het bedrag van de wettelijk verschuldigde bedrijfsvoorheffing.*

De Vennootschap geeft géén belastingadvies. U bent verantwoordelijk om zonodig onafhankelijk belastingadvies in te winnen.

(FYI only: translation of official Dutch version)

2025 Stock Option Award

Grant Date The date your grant was approved by the Human Resources and Compensation Committee of Trane Technologies plc

Offer Date: The date the material terms of the award are communicated to you

Acceptance Limit: 60 days after the Offer Date

1st Exercise Date: The first day after the third full calendar year following the Offer Date expires (*i.e.*, January 1, 2029)

Please tick **ONE** option

1. ACCEPTANCE OF STOCK OPTIONS WITHIN 60 DAYS

I accept the award of Stock Options offered to me on the **Offer Date**.

I understand and accept that - as a result of signing this letter within 60 days of the **Offer Date**, *i.e.*, on or before the **Acceptance Limit**, and returning it to HR Belgium (sandra.swaelens@tranetechnologies.com) - I will be subject to Belgian income tax^(*) on 23% of the value of the Shares underlying my award on the Offer Date. I understand that any taxes paid on my Stock Options will not be refunded to me if my Stock Options are subsequently forfeited.

OR

2. ACCEPTANCE OF STOCK OPTIONS WITHIN 60 DAYS WITH UNDERTAKING

I accept the award of Stock Options offered to me on the **Offer Date**.

I understand and accept that - as a result of signing this letter within 60 days of the **Offer Date**, *i.e.*, on or before the **Acceptance Limit**, and returning it to HR Belgium (sandra.swaelens@tranetechnologies.com) - I will be subject to Belgian income tax^(*) with respect to the Stock Options at the Acceptance Limit. I understand that any taxes paid on my Stock Options will not be refunded to me if my Stock Options are subsequently forfeited.

I hereby confirm that I shall not exercise the Stock Options before the **1st Exercise Date** nor transfer the Stock Options. This undertaking is made pursuant to article 43 of the Law of March 26, 1999, with a view to obtaining the reduced lump sum valuation percentage of 11.5% of the value of the Shares underlying my award on the Offer Date.

OR

3. REJECTION OF STOCK OPTIONS

I reject the award of Stock Options offered to me on the **Offer Date**.

I understand and accept that - as a result of signing this letter within 60 days of the **Offer Date**, *i.e.*, on or before the **Acceptance Limit**, and returning it to HR Belgium (sandra.swaelens@tranetechnologies.com) - I will not receive any Stock Options and therefore will not be subject to any Belgian income tax in connection with the Stock Options. I understand that my rejection of the award of Stock Options offered to me on the **Offer Date** is irrevocable and that future grants of Stock Options, if any, will be at the sole discretion of Trane Technologies plc.

I have been informed that my signature of acceptance on or before the ***Acceptance Limit*** causes the award to be taxed at the Acceptance Limit, based on the 23% or 11.5% valuation depending on whether or not I agree that I will not exercise the Stock Options before the ***1st Exercise Date*** and whether or not I agree that I will not transfer the Stock Options. I understand once this tax is paid, this tax will not be refunded to me if I subsequently forfeit my Stock Options. I understand that even if I do not agree that I will not transfer the Stock Options pursuant to this document, the Stock Options are subject to any other restriction on transfer set forth in the Trane Technologies plc Incentive Stock Plan of 2018.

I understand and accept that if I do not sign and return this letter to HR Belgium prior to the Acceptance Limit, the award of Stock Options will be cancelled. Further, I understand and accept that if I take no action with respect to the Stock Options prior to the Acceptance Limit, I will be deemed to have rejected the award of Stock Options.

PLEASE SIGN THE DUTCH VERSION
English translation FYI only

() In each case, the taxable benefit will be taxed at your marginal rate of income tax and the Company or your Employer will withhold the legally required wage withholding tax through payroll unless you tender a cash payment to the Employer in the amount of the wage withholding tax due.*

The Company does not provide tax advice. You are responsible for seeking your own tax advice as appropriate.

Brazil

Nature of Grant. This provision supplements the above “Nature of Grant” provision of the Appendix:

By accepting the Option, Participant agrees that (i) he or she is making an investment decision and (ii) the value of the underlying Shares is not fixed and may increase or decrease without compensation to Participant.

Compliance with Law. By accepting the Option, Participant acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable Tax-Related Items associated with the exercise of the Option, the receipt of any dividends and the sale of Shares acquired under the Plan.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, he or she may be required to submit a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil, depending on the aggregate value of such assets and rights. If the aggregate value of such assets and rights is US\$1,000,000 or more but less than US\$100,000,000, a declaration must be submitted annually. If the aggregate value exceeds US\$100,000,000, a declaration must be submitted quarterly. Assets and rights that must be reported include Shares.

Canada

Non-Qualified Securities. All or a portion of the Shares subject to the Option may be “non-qualified securities” within the meaning of the *Income Tax Act* (Canada). The Company shall provide Participant with additional information and/or appropriate notification regarding the characterization of the Option for Canadian income tax purposes as may be required by the *Income Tax Act* (Canada) and the regulations thereunder.

Form of Payment for Options. Due to legal restrictions in Canada, Participant may not pay the exercise price or Tax-Related Items by surrendering Shares that he or she already owns or by attesting to the ownership of Shares.

No Obligation to Make Payment. This provision replaces Section 1(c) of the Appendix:

Except as explicitly and minimally required under applicable legislation, no Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Participant under this Award Agreement;

Exclusion from Compensation or Salary. This provision replaces Section 1(h) of the Appendix:

Except as explicitly and minimally required under applicable legislation, the Option and the Shares subject to the Option, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

No Compensation for Forfeiture. This provision replaces Section 1(l) of the Appendix:

Except as explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from Participant ceasing to provide employment or other services to the Company, the Employer, or any Affiliate (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement, if any) or from

cancellation of the Option or recoupment resulting from exercise of the Option as described in Section 4 of the Stock Option Award Agreement;

Termination of Employment. This provision replaces Section 1(m) of the Appendix:

For purposes of the Option, and except as provided herein, Participant's employment or other service relationship will be considered terminated (regardless for the reason for such termination and whether or not the termination is later found to be invalid, unlawful, or in breach of applicable laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any), and Participant's right (if any) to earn, seek damages in lieu of, vest in, exercise, or otherwise benefit from any portion of the Option pursuant to this Award Agreement will be measured by, the date Participant is no longer actually providing services to the Company or one of its Affiliates (the "Termination Date").

Unless explicitly required by applicable legislation, the Termination Date shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, Participant will not earn or be entitled to any pro-rated vesting or extended exercisability for that portion of time before the Termination Date, nor will Participant be entitled to any compensation for lost vesting or exercisability.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting or exercisability during a statutory notice period, Participant's right to vest in, exercise, or otherwise benefit from the Option, if any, will terminate effective upon the expiry of the minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting or extended exercisability if the vesting date or exercisability period falls after the end of the statutory notice period, nor will Participant be entitled to any compensation for lost vesting or exercisability. In any event, if employment standards legislation explicitly requires continued vesting or exercisability during a statutory notice period, then the additional vesting and exercisability provided under Section 1(b) is deemed to be inclusive of any entitlements that arise during the applicable statutory notice period. For further clarity, any reference to a termination of Participant's employment or other service relationship or a date of termination under this Award Agreement or the Plan will be interpreted to mean the Termination Date.

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan through UBS or such other broker designated under the Plan, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Company's ordinary shares are currently traded on the New York Stock Exchange which is located outside of Canada, under the ticker symbol "TT" and Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Foreign specified property, including Shares and rights to Shares (e.g., Options), held by a Canadian resident must be reported annually on Form T1135 (Foreign Income Verification Statement) if the total cost of such foreign specified property exceeds C\$100,000 at any time during the year. If applicable, Form T1135 is due by April 30th of the following year. Options must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are owned, this ACB may have to be averaged with the ACB of the other Shares. Participant is responsible for ensuring his or her compliance with any applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Data Privacy. This provision supplements the above Section 2 of the Appendix “Data Privacy Provisions Applicable to Participants Outside the EEA+.”

Participant hereby authorizes the Company and the Company’s representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, its Affiliates and UBS (or any other stock plan service provider that may be selected by the Company to assist with the Plan) to disclose and discuss the Plan with their respective advisors. Participant acknowledges that Participant’s personal information may be transferred or disclosed outside the Province of Quebec, including to the U.S. Participant further authorizes the Company and its Affiliates to record such information and to keep such information in Participant’s employee file. Participant also acknowledges that the Company, its Affiliates and UBS may use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

Chile

Securities Law Information. The offer of Options constitutes a private offering in Chile effective as of the Grant Date. The offer of Options is made subject to ruling N° 336 of the Chilean Commission for the Financial Market (“CMF”). This offer refers to securities not registered at the securities registry or at the foreign securities registry of the CMF, and therefore such securities are not subject to its oversight. Given that these securities are not registered in Chile, there is no obligation from the issuer to provide public information on them in Chile. These securities cannot be subject to public offering in Chile while they are not registered at the corresponding securities registry in Chile.

Información bajo la Ley de Mercado de Valores. *Esta oferta de las Opciones constituye una oferta privada en Chile y se inicia en la Fecha de la Concesión. Esta oferta de Opciones se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse de valores no inscritos en Chile, no existe la obligación por parte del emisor de entregar en Chile información pública respecto de los mismos. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el registro de valores correspondiente.*

Exchange Control Information. If Participant remits funds in excess of US\$10,000 out of Chile to pay the exercise price of the Option, the funds must be transferred through the Formal Exchange Market (“FEM”) (*i.e.*, a commercial bank or registered foreign exchange office). In addition, exchange control reporting requirements will apply if the value of any Shares acquired without the remittance of funds out of Chile exceeds US\$10,000. This requirement applies in the case of the exercise of the Option without the remittance of funds out of Chile. Moreover, additional reporting requirements will apply if Participant’s aggregate investments abroad exceed US\$5,000,000 at any time in a calendar year. Finally, if Participant repatriates funds related to the Plan (*e.g.*, sale proceeds, dividends) to Chile and the amount of such funds exceeds \$10,000, or if Participant repatriates sale proceeds from Shares that were purchased with funds that were required to be transferred out of Chile through the Formal Exchange Market (the “FEM”), such repatriation must be effected through the FEM.

Foreign Asset / Account Reporting Information. Participant will also be required to provide certain information to the Chilean Internal Revenue Service (“CIRS”) regarding the results of investments held abroad and the taxes paid abroad. The sworn statements disclosing this information must be submitted electronically through the CIRS website, www.sii.cl, using Form 1929, which is due on June 30 each year.

Exchange control and tax reporting requirements in Chile are subject to change. Participant is responsible for ensuring his or her compliance with any applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

China

Vesting and Exercisability. The following provisions supplement or replace certain sections of Section 1 of the Stock Option Award Agreement, as indicated.

This provision supplements Section 1 of the Stock Option Award Agreement:

Notwithstanding any provision to the contrary in this Award Agreement, the Option may not vest or be exercised unless and until all necessary approvals from the PRC State Administration of Foreign Exchange or its local counterpart (“SAFE”) have been obtained and maintained under applicable exchange control rules, as determined by the Company in its sole discretion.

This provision replaces Section 1(b) of the Stock Option Award Agreement:

(a) Termination of Employment. In the event that Participant’s employment with the Company and its Affiliates is terminated, the Options shall be vested and shall remain exercisable to the extent set forth in the tables below. Certain terms used in the tables below are defined in Section 2 hereof.

Table 1: Not Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination		
Termination Event	Vesting/Forfeiture	Exercisability
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	Unvested Options shall become vested on the date of termination of active employment in the number of Options that would have vested within 12 months following the termination of Participant’s active employment.	All vested Options shall remain exercisable for 6 months following termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 3 years).
Involuntary termination of employment for Cause.	All Options, whether vested or unvested, shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such Options or the underlying Shares.	No Options are exercisable as of the date of termination of active employment.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 6 months from the date of termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 3 years).

Termination of employment by reason of death or Disability.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 6 months following termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 3 years).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job related to a Major Restructuring that occurs before the one-year anniversary of completion of the Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	All unvested Options shall be forfeited as of the date of termination of active employment.	All vested Options shall remain exercisable for 90 days following termination of active employment.

Table 2: Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination

Termination Event	Vesting/Forfeiture	Exercisability
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination and not for Cause.	Unvested Options shall become vested on the date of termination of active employment in the number of Options resulting from the greater of the formulas set forth in Section 1(c)(i) or Section 1(d).	All vested Options shall remain exercisable for 6 months from the date of termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 5 years)
Involuntary termination of employment for Cause.	All Options, whether vested or unvested, shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such Options or the underlying Shares.	No Options are exercisable as of the date of termination of active employment.

Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 6 months from the date of termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 5 years).
Termination of employment by reason of death.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 6 months following termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 3 years).
Termination of employment by reason of Disability.	All unvested Options shall become vested on the date of termination of active employment.	All vested Options shall remain exercisable for 6 months following termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 5 years).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job related to a Major Restructuring that occurs before the one-year anniversary of completion of the Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	Unvested Options shall continue to vest according to the schedule set forth in Section 1(a) in the number of Options set forth in Section 1(c) (i) and subject to Section 1(c)(ii).	All vested Options shall remain exercisable for 6 months following termination of active employment (or such longer period as may be permitted by SAFE, not to exceed 5 years)

Form of Payment for Options. To facilitate compliance with any applicable laws or regulations in China, Participant will be required to pay the exercise price through the delivery of irrevocable instructions to a broker to sell all of the Shares obtained upon exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate exercise price for the Shares being purchased. The remaining proceeds of the sale of the Shares, less any Tax-Related Items and broker's fees or commissions, will be remitted to Participant in accordance with any applicable exchange control laws and regulations. The Company reserves the right to allow additional forms of payment depending on the development of local law.

Exchange Control Restrictions. Participant understands and agrees that, if he or she is a PRC national and subject to exchange control restrictions in China, he or she will be required to immediately repatriate the proceeds of the sale of Shares to China. Participant further understands that the repatriation of such funds may need to be effected through a special exchange control account established by the Company or an Affiliate and he or she hereby consents and agrees that such funds may be transferred to such special account prior to being delivered to Participant's personal account. Participant also understands that the Company will deliver any sale proceeds to Participant as soon as practicable, but that there may be delays in distributing the funds due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Company is under no obligation to secure any particular currency conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions, and Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the time (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and/or (ii) the net proceeds are converted to local currency and distributed to Participant. Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Colombia

Nature of Grant. This provision supplements the above "Nature of Grant" provision of the Appendix:

Participant acknowledges that, pursuant to Article 128 of the Colombian Labor Code, the Option and related benefits do not constitute a component of Participant's "salary" for any legal purpose. Therefore, the Option and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

Securities Law Information. The Shares are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the Shares may not be offered to the public in Colombia. Nothing in the Plan, the Award Agreement or any other document evidencing the grant of the Option shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. Participant is responsible for complying with any and all Colombian foreign exchange requirements in connection with the Option, any Shares acquired and funds remitted out of or into Colombia in connection with the Plan. This may include, among others, reporting obligations to the Central Bank (*Banco de la República*) and, in certain circumstances, repatriation requirements. Participant is responsible for ensuring his or her compliance with any applicable requirements and should speak to his or her personal legal advisor on this matter.

Foreign Asset / Account Reporting Information. Participant may be required to file an annual information return detailing any assets held abroad to the Colombian Tax Office. If the individual value of these assets exceeds a certain threshold, Participant must identify and characterize each asset, specify the jurisdiction in which it is located and provide its value.

Czech Republic

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

Exchange Control Information. The Czech National Bank (“CNB”) may require Czech residents to fulfill certain notification duties in relation to the purchase of Shares and the opening and maintenance of a foreign account. In addition, Czech residents may need to report the following even in the absence of a request from the CNB: (a) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate and (b) other foreign financial assets with a value meeting or exceeding a prescribed threshold. Because exchange control regulations change frequently and without notice, Participant should consult his or her personal legal advisor regarding participation in the Plan to ensure compliance with current regulations. It is Participant’s responsibility to comply with any applicable Czech exchange control laws.

Denmark

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Danish Stock Option Act. Participant acknowledges that Participant has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act, as amended effective January 1, 2019.

Foreign Asset / Account Reporting Information. Participant must report foreign bank/brokerage accounts and their deposits, including Shares held in such an account, in Participant’s tax return under the section on foreign affairs and income.

France

Award Not Tax-Qualified. The Award is not intended to be French tax-qualified.

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Consent to Receive Information in English. In accepting the Award, Participant confirms having read and understood the documents relating to the Award (the Plan and the Award Agreement), which were provided in English. Participant accepts the terms of these documents accordingly.

Consentement à Recevoir des Informations en Anglais. *En acceptant cette Attribution, le Participant confirme avoir lu et compris les documents relatifs à cette Attribution (le Plan et le Contrat d'Attribution), qui ont été remis en langue anglaise. Le Participant accepte les termes de ces documents en conséquence.*

Foreign Asset / Account Reporting Information. Participant is required to report all foreign bank and brokerage accounts (whether open, held, used and/or closed) to the French tax authorities when filing his or her annual tax return.

Germany

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported to the German Federal Bank (*Bundesbank*). If Participant makes or receives a payment in excess of this amount (including if Participant acquires Shares with a value in excess of this amount under the Plan or sells Shares via a foreign broker, bank or service provider and receives proceeds in excess of this amount) and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax-Related Items, Participant must report the payment and/or the value of the Shares withheld or sold to the

Bundesbank, either electronically using the “General Statistics Reporting Portal” (*Allgemeines Meldeportal Statistik*) available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Hong Kong

Vesting and Exercisability. This provision supplements Section 1 of the Stock Option Award Agreement.

In the event the Option vests and is exercised within 6 months of the Grant Date, Participant agrees not to sell any Shares acquired upon exercise of the Option prior to the 6-month anniversary of the Grant Date.

Securities Law Information. *WARNING:* *The Award and the Shares issued upon exercise of the Option do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates. The Award Agreement, the Plan and other incidental communication materials 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, nor have the documents been reviewed by any regulatory authority in Hong Kong. Participant should exercise caution in relation to the offer. If Participant has any questions about any of the contents of the Award Agreement or the Plan, he or she should obtain independent professional advice.*

Hungary

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

India

Exchange Control Information. Any funds realized under the Plan (*i.e.*, proceeds from the sale of Shares acquired under the Plan or any dividends paid on such Shares) must be repatriated to India within specified timeframes as required under applicable regulations. Participant must obtain a foreign inward remittance certificate (“FIRC”) from the bank where he or she deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation.

In addition, Participant may be subject to Tax Collection At Source (“TCS”) if Participant’s annual remittances out of India exceed a certain amount (currently INR 700,000). Participant may be required to provide a declaration to the bank remitting the funds to determine if such amount has been reached. Participant further agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

Foreign Asset / Account Reporting Information. Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares acquired under the Plan and, possibly, Options) in Participant’s annual tax return. Participant is responsible for complying with this reporting obligation and should consult with his or her personal advisor in this regard.

Ireland

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Director Notification Requirement. If Participant is a director, shadow director^[1] or secretary of the Company or an Irish Affiliate and has a 1% or more shareholding interest in the Company, he or she must notify the Company or the Irish Affiliate, as applicable, in writing when he or she receives or disposes of an interest in the Company (*e.g.*, Options, Shares, etc.), when he or she becomes aware of the event giving rise to the notification requirement, or when he or she becomes a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

Italy

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Plan Document Acknowledgement. By accepting the Option, Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement.

Participant further acknowledges that he or she has read and specifically and expressly approves the following clauses in the Stock Option Award Agreement: Section 1: Vesting and Exercisability; Section 3: Responsibility for Taxes; Section 4: Recoupment Provision; Section 5: Electronic Delivery and Participation; Section 6: Choice of Law and Venue; Section 9: Imposition of Other Requirements; and Section 14: Acknowledgement and Acceptance within 120 Days.

Foreign Asset / Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including Options, cash, Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Japan

Exchange Control Information. If the payment amount to purchase Shares in one transaction exceeds ¥30,000,000, Participant must file a Payment Report with the Ministry of Finance (the “MOF”) (through the Bank of Japan or the bank through which the payment was effected). If the payment amount to purchase Shares in one transaction exceeds ¥100,000,000, Participant must file a Securities Acquisition Report, in addition to a Payment Report, with the MOF (through the Bank of Japan).

Foreign Asset / Account Reporting Information. Participant will be required to report details of any assets held outside of Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to him or her and whether the requirement extends to any outstanding Options, Shares and/or cash acquired under the Plan.

Malaysia

Director Notification Requirement. If Participant is a director of an Affiliate in Malaysia, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Affiliate in writing when Participant receives an interest (*e.g.*, the Option, Shares, etc.) in the Company or any of its Affiliates. In addition, Participant must notify the Malaysian Affiliate when Participant sells Shares or shares of an Affiliate (including when Participant sells Shares acquired under the Plan). Participant must also notify the Malaysian Affiliate if there are any subsequent changes in Participant’s interest in the Company or any Affiliates.

These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any of its Affiliates.

Mexico

Labor Law Policy and Acknowledgment. By accepting the Option, Participant expressly recognizes that Trane Technologies plc, with registered offices at 170/175 Lakeview Drive, Airside Business Park, Swords, Co. Dublin, Ireland, is solely responsible for the administration of the Plan and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole Employer is a Mexican Subsidiary or Affiliate of the Company ("Trane Mexico"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Trane Mexico, and do not form part of the employment conditions and/or benefits provided by Trane Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

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

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

Política de la Ley Laboral y Reconocimiento. *Aceptando este Premio (Option), el Participante reconoce expresamente que Trane Technologies plc, con oficinas registradas ubicadas en 170/175 Lakeview Drive, Airside Business Park, Swords, Co. Dublin, Ireland, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es una Subsidiaria o Afiliada Mexicana de la Compañía ("Trane México"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e Trane México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Trane México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir.

Securities Law Information. The Option and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Award

Agreement and any other document relating to the Option may not be publicly distributed in Mexico. These materials are addressed to Participant only because of Participant's existing relationship with the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Trane Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

The Netherlands

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

New Zealand

Securities Law Information. *WARNING:* Participant is being offered Options which, upon exercise in accordance with the terms of the Plan and the Award Agreement, will be converted into Shares. Participant may receive a return if dividends are paid.

If the Company runs into financial difficulties and is wound up, Participant may lose some or all of Participant's investment.

New Zealand law normally requires persons and entities that offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

Participant should ask questions, read all documents carefully, and seek independent financial advice before committing to the Options.

The Company's ordinary shares are currently traded on the New York Stock Exchange under the ticker symbol "TT" and Shares acquired under the Plan may be sold through this exchange. Participant may end up selling the Shares at a price that is lower than the value of the Shares when Participant acquired them. The price will depend on the demand for the Company's ordinary shares.

The Company's most recent annual report (which includes the Company's financial statements) is available at <https://investors.tranetechnologies.com/financial-information/sec-filings/default.aspx>. Participant is entitled to receive a copy of this report, free of charge, upon request to the Company at InvestorRelations@tranetechnologies.com.

Panama

Securities Law Information. The grant of the Option and the issuance of Shares at exercise are not subject to registration under Panamanian law as they are not intended for the public, but solely for Participant's benefit.

Puerto Rico

There are no country-specific provisions.

Singapore

Securities Law Information. The grant of the Option is being made pursuant to the “Qualifying Person” exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Award is subject to section 257 of the SFA and Participant should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer in is made (i) 6 months or more after the Grant Date, (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (iii) pursuant to, and in accordance with the conditions of, any applicable provision of the SFA. The Shares are currently traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol “TT” and Shares acquired under the Plan may be sold through this exchange.

Director Notification Requirement. If Participant is a director, (including an alternate, substitute, or shadow director⁽²⁾) of a Singapore Affiliate, he or she is subject to certain notification requirements under the Singapore Companies Act, regardless of whether he or she is a Singapore resident or employed in Singapore. Among these requirements is the obligation to notify the Singapore Affiliate in writing when Participant receives or disposes of an interest (*e.g.*, Options, Shares) in the Company or an Affiliate. These notifications must be made within 2 business days of acquiring or disposing of any interest in the Company or any Affiliate or within 2 business days of becoming a director if such an interest exists at that time.

Spain

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Nature of Grant. This provision supplements Section 1 of the Stock Option Award Agreement and the above “Nature of Grant” provision of the Appendix:

By accepting the Award, Participant consents to participate in the Plan and acknowledges having received and read a copy of the Plan.

Participant understands that the Company has unilaterally, gratuitously, and discretionally decided to grant awards under the Plan to individuals who may be employees of the Company or an Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that (i) any grant will not bind the Company or any Affiliate over and above the specific terms of the Plan and this Award Agreement; (ii) the Option and any Shares acquired upon exercise of the Option shall not become a part of any employment contract (either with the Company or any Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever; and (iii) except as provided for in Section 1 of the Stock Option Award Agreement, the Option will cease vesting upon Participant’s termination of employment, as detailed below. In addition, Participant understands that the Award would not be granted but for the assumptions and conditions referred to above; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of the Option shall be null and void.

Further, Participant understands and agrees that, as a condition of the grant of the Option, except as provided for in Section 1 of the Stock Option Award Agreement, Participant’s termination of employment for any reason (including for the reasons listed below) will automatically result in the loss of the Option to the extent the Option has not vested and become exercisable as of the date Participant is no longer

actively employed. In particular, except as provided for in Section 1 of the Stock Option Award Agreement, Participant understands and agrees that (i) any unvested portion of the Option as of the date Participant's active employment ends, and (ii) any vested portion of the Option that is not exercised within the period following the date Participant's active employment ends set forth in Section 1 of the Stock Option Award Agreement will be forfeited without entitlement to the underlying Shares or to any amount as indemnification in the event of a termination by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the Option. The Plan, the Award Agreement and any other documents evidencing the grant of the Option have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. Participant may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payment of cash or Shares made by the Company) depending on the value of the transactions during the relevant year or the balances in such accounts and the value of such instruments as of December 31 of the relevant year. Participant should consult with his or her personal legal advisor regarding the applicable thresholds and corresponding reporting requirements.

Foreign Asset / Account Reporting Information. Participant is required to report assets or rights deposited or held outside of Spain (including Shares acquired under the Plan or cash proceeds from the sale of Shares acquired under the Plan) if the value of such right or asset exceeds €50,000 per type of asset or right. This obligation applies to assets and rights held as of December 31 (or at any time during the year in which the asset or right is sold or otherwise disposed of) and requires that information on such assets and rights be included in Participant's tax return filed with the Spanish tax authorities for such year. After such assets or rights are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously reported asset or right increases by more than €20,000 or if ownership of such asset or right is transferred or relinquished during the year.

Switzerland

Securities Law Information. Neither this document nor any materials relating to the Shares (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee, and (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to Article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

Taiwan

Securities Law Information. The offer of participation in the Plan is available only for Employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. Participant may acquire and remit foreign currency (including funds for the purchase of Shares and proceeds from the sale of Shares) up to US\$10,000,000 per year without justification. If the transaction amount is TWD 500,000 or more in a single transaction, Participant must

submit a Foreign Exchange Transaction Form. If the transaction amount is US\$500,000 or more in a single transaction, Participant must also provide supporting documentation to the satisfaction of the remitting bank.

United Arab Emirates (the “UAE”)

Securities Law Information. The Award Agreement, the Plan, and other incidental communication materials related to the Option are intended for distribution only to employees of the Company and its Affiliates for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and the Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. No other UAE authority has approved this statement nor taken steps to verify the information set out in it, and has no responsibility for it.

The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If Participant does not understand the contents of the Award Agreement or the Plan, he or she should consult an authorized financial adviser.

United Kingdom (the “U.K.”)

Vesting and Exercisability. For purposes of applying Section 1(b) of the Stock Option Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Responsibility for Taxes. This provision supplements Section 3 of the Stock Option Award Agreement:

Without limitation to Section 3 of the Stock Option Award Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). Participant 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 Participant’s behalf.

Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the immediately foregoing provision will not apply; instead, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant is responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer (as applicable) the amount of any employee national insurance contributions due on this additional benefit.

United States

Foreign Asset / Account Reporting Information. Under the Foreign Account Tax Compliance Act (“FATCA”), United States taxpayers who hold Shares or rights to acquire Shares (*i.e.*, Options) may be required to report certain information related to their holdings to the extent the aggregate value of the Options/Shares exceeds certain thresholds (depending on Participant’s filing status) with Participant’s

annual tax return. Participant should consult with his personal tax or legal advisor regarding any FATCA reporting requirements with respect to the Options or any Shares acquired under the Options.

In addition, Report of Foreign Bank and Financial Account requirements may also apply to Participant if Participants hold assets, such as Shares, outside the U.S.

^[1] A shadow director is an individual who is not on the board of directors of the Company or the Irish Affiliate but who has sufficient control so that the board of directors of the Company or the Irish Affiliate, as applicable, acts in accordance with the directions and instructions of the individual.

^[2] A shadow director is an individual who is not on the board of directors of the Singapore Affiliate but who has sufficient control so that the board of directors of the Singapore Affiliate acts in accordance with the directions and instructions of the individual.

**Trane Technologies plc
Incentive Stock Plan of 2018**

**Global Restricted Stock Unit Grant Notice
("Grant Notice")**

Trane Technologies plc (the "Company") hereby awards to Participant the number of restricted stock units ("RSUs") specified and with certain terms set forth below (the "Award"). The Award is subject to the terms below and all of the terms and conditions set forth in the Company's Incentive Stock Plan of 2018 (the "Plan") and the Global Restricted Stock Unit Award Agreement (the "Award Agreement").

Participant Name:	[Insert name as First Last]
Date of Grant:	[Insert Grant Date as Month DD, YYYY]
Number of RSUs Awarded:	[Insert Number of RSUs Awarded]
Vesting Schedule:	3-year graded vesting (one-third of the RSUs shall vest on each of the first, second and third anniversaries of the Date of Grant)

**Trane Technologies plc
Incentive Stock Plan of 2018**

Global Restricted Stock Unit Award Agreement

Trane Technologies plc (the "Company") hereby grants to the individual (the "Participant") named in the applicable grant notice (the "Grant Notice") and as of the date set forth therein (the "Grant Date") a restricted stock unit award (the "RSUs") with respect to the number of ordinary shares of the Company (the "Shares") set forth in the Grant Notice, pursuant to and subject to the terms and conditions set forth in the Company's Incentive Stock Plan of 2018 (the "Plan") and to the terms and conditions set forth in this Restricted Stock Unit Award Agreement, including the Appendix (the Restricted Stock Unit Award Agreement, including the Grant Notice, which is incorporated herein, and the Appendix are referred to, collectively, as the "Award Agreement"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Award Agreement.

1. Vesting and Issuance of Shares; Dividend Equivalents.

(a) Normal Vesting. Participant's right to receive Shares subject to the RSUs shall vest in accordance with the schedule set forth in the Grant Notice, subject to Participant's continued employment with the Company or an Affiliate on each vesting date set forth in the Grant Notice, except that any fractional installments shall be carried forward and vest when such combined fractional installments result in a full Share.

(b) Dividend Equivalents. Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one Share for each RSU held by Participant when such dividend is paid (the "Dividend Equivalent"), provided that, (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated RSUs vest, (ii) Dividend Equivalents shall not accrue interest, and (iii) Dividend Equivalents shall be paid in cash at the time that the Shares underlying the associated RSUs are issued to the Participant.

(c) Termination of Employment Before Vesting. In the event that Participant's employment with the Company and its Affiliates is terminated before the RSUs are fully vested,

the RSUs shall be vested or shall be forfeited as set forth in the tables below. Certain terms used in the tables below are defined in Section 2 hereof.

Table 1: Not Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination	
Termination Event	Vesting/Forfeiture
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	RSUs and associated Dividend Equivalents shall be vested immediately in the number of RSUs that would have vested within 12 months following the termination of Participant's active employment.
Involuntary termination of employment for Cause.	All unvested RSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such RSUs, the underlying Shares or associated Dividend Equivalents.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	All unvested RSUs and associated Dividend Equivalents shall become vested on the date of termination of active employment.
Termination of employment by reason of death or Disability.	All unvested RSUs and associated Dividend Equivalents shall become vested on the date of termination of active employment.
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	All unvested RSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such RSUs, the underlying Shares or associated Dividend Equivalents.

Table 2: Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination	
Termination Event	Vesting/Forfeiture
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	RSUs and associated Dividend Equivalents shall continue to vest according to the schedule set forth in Section 1(a) in the number of RSUs resulting from the greater of the formulas set forth in Section 1(d)(i) or Section 1(e).
Involuntary termination of employment for Cause.	All unvested RSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such RSUs, the underlying Shares or associated Dividend Equivalents.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	RSUs and associated Dividend Equivalents shall continue to vest according to the schedule set forth in Section 1(a).
Termination of employment by reason of death.	All unvested RSUs and associated Dividend Equivalents shall become vested on the date of death.

Termination of employment by reason of Disability.	RSUs and associated Dividend Equivalents shall continue to vest according to the schedule set forth in Section 1(a).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	Some or all of the RSUs and associated Dividend Equivalents shall continue to vest according to the schedule set forth in Section 1(a) in the number of RSUs set forth in Section 1(d)(i) and subject to Section 1(d)(ii).

(d) Retirement Vesting Benefit.

(i) If this Section 1(d)(i) is referenced in Section 1(c) above, then the pro-rated number of RSUs is determined by (i) multiplying by the number of days in the calendar year of the Grant Date during which Participant was employed by the Company or any Affiliate, and (ii) dividing by the number of days in the corresponding calendar year (the “Retirement Vesting Benefit”). Notwithstanding the foregoing, the Retirement Vesting Benefit will result in the continued vesting of all unvested RSUs if Participant’s employment terminates due to Retirement following the calendar year in which the Grant Date occurs.

(ii) Notwithstanding Section 1(d)(i), if this Section 1(d)(ii) is referenced in Section 1(c) above, in the event a Retirement-eligible Participant terminates and commences full-time employment with a competitor following termination (to the extent determined in the sole discretion of the Company), then, unless prohibited under the laws of any applicable jurisdiction, (including, but not limited to, California), all unvested RSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such RSUs, the underlying Shares or any associated Dividend Equivalents.

(e) 12-Month Benefit Vesting. If this Section 1(e) is referenced in Section 1(c) above, then Participant shall vest in the number of RSUs that would have vested within 12 months following the termination of Participant’s active employment.

(f) Remaining RSUs. All remaining RSUs and associated Dividend Equivalents that did not continue to vest in accordance with Section 1(a), Section 1(c), Section 1(d) or Section 1(e) shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such RSUs, the underlying Shares or any associated Dividend Equivalents.

(g) Issuance of Shares. The Company shall cause Shares to be issued to Participant with respect to the RSUs that become vested pursuant to this Section 1 (each such vesting event being a “Vesting Date”). Such Shares shall be issued within 30 days following each Vesting Date. However, if the RSUs are considered an item of deferred compensation under Section 409A of the Code and the Shares are distributable at a time or times by reference to a Participant’s separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code) and Participant on the date of Participant’s separation from service is both subject to U.S. federal income taxation and a “specified employee” (within the meaning of Section 409A(a)(2)(B)(i) of the Code), any Shares that would otherwise be issuable during the 6-month period commencing on Participant’s separation from service will be issued on the first day which immediately follows the last day of the 6-month period that commences on Participant’s separation from service (or, if Participant dies during such period, within 30 days after Participant’s death). Such Shares shall be fully paid and non-assessable. Participant will not have any of the rights or privileges of a

shareholder of the Company in respect of any Shares subject to the RSUs unless and until such Shares have been issued to Participant.

2. Definitions.

(a) For purposes of this Award Agreement, **Affiliate** shall include any entity that was an Affiliate as of the Grant Date if such entity has ceased to be an Affiliate as a result of a Major Restructuring unless otherwise specified herein.

(b) Cause shall mean (i) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (ii) solely for purposes of Section 2(c), substantial failure or refusal by Participant to perform his or her employment duties, which failure or refusal continues for a period of 10 days following delivery of written notice of such failure or refusal to Participant by the Company or an Affiliate; (iii) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any non-U.S. jurisdiction); or (iv) any material violation of the Company's code of conduct, as in effect from time to time.

(c) Good Reason shall mean (i) a substantial diminution in Participant's job responsibilities or a material adverse change in Participant's title or status (however, performing the same job for a smaller organization following a Major Restructuring shall not constitute Good Reason); (ii) a reduction of Participant's base salary or target bonus (however, a reduction of Participant's base salary or target bonus shall not constitute Good Reason if there is a broad-based reduction in the base salary or target bonus applicable to employees in the Company or an Affiliate) or the failure to pay Participant's base salary or bonus when due or the failure to maintain on behalf of Participant (and his or her dependents) benefits which are at least comparable in the aggregate to those in effect prior to the completion of the Major Restructuring; or (iii) the relocation of the principal place of Participant's employment by more than 35 miles from Participant's principal place of employment immediately prior to the completion of the Major Restructuring; however, any of the events described in clauses (i)-(iii) above shall constitute Good Reason only if the Company (or an Affiliate, if applicable) fails to cure such event within 30 days after receipt from Participant of written notice of the event which constitutes Good Reason; and such Participant shall cease to have a right to terminate due to Good Reason on the 90th day following the later of the occurrence of the event or Participant's knowledge thereof, unless Participant has given the Company written notice thereof prior to such date.

(d) Group Termination Event shall mean an involuntary termination of employment that is part of a group termination of employment, including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility. In the event Participant's employer ceases to be an Affiliate as a result of a Major Restructuring, this will not constitute a Group Termination Event.

(e) Involuntary Loss of Job shall mean, with respect to any Participant, the termination of such Participant's employment with the Company or an Affiliate (i) by the Company or an Affiliate without Cause, or (ii) by Participant with Good Reason, unless, with respect to both (i) and (ii), the Company can reasonably demonstrate that such occurrence is not substantially related to, or as a result of, a Major Restructuring. In no event shall Participant's employer ceasing to be an Affiliate (as defined in the Plan) as a result of a Major Restructuring, on its own, constitute an Involuntary Loss of Job.

(f) Job Elimination shall mean an involuntary termination of employment by reason of job elimination, substantial change in the nature of Participant's position, or job relocation.

(g) Major Restructuring shall mean a reorganization, recapitalization, extraordinary stock dividend, merger, sale, spin-off or other similar transaction or series of transactions which, individually or in the aggregate, has the effect of resulting in the elimination of all, or the majority of, any one or more of the Company's business segments, so long as such transaction or transactions do not constitute a Change in Control.

(h) Retirement shall mean attainment of age 55 with at least 10 years of service with the Company and any Affiliate, unless otherwise defined in an Appendix. For purposes of this definition of Retirement, service with the Company or any of its Affiliates while the Company was known by the name Ingersoll-Rand plc shall be deemed service with the Company and its Affiliates.

3. Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. To satisfy any withholding obligations of the Company and/or the Employer with respect to Tax-Related Items (other than U.S. Federal Insurance Contribution Act taxes or other Tax-Related Items which become payable in a year prior to the year in which the Shares are issued pursuant to the RSUs), the Company will withhold Shares otherwise issuable upon vesting of the RSUs. Alternatively, or in addition, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their obligations, if any, with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from Participant's wages or other cash compensation payable to Participant by the Company, the Employer, or any Affiliate, (b) withholding from proceeds of the sale of Shares acquired upon vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent), (c) requiring Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items and/or (d) any other method of withholding determined by the Company to be permitted under the Plan and, to the extent required by applicable law or under the Plan, approved by the Committee; provided, however, that if Participant is an officer of the Company subject to Section 16 of the Exchange Act, the withholding methods described in this Section 3(a), through (d) will only be used if the Committee (as constituted to satisfy Rule 16b-3 of the Exchange Act) determines, in advance of the applicable withholding event, that one of such withholding methods will be used in lieu of withholding Shares.

The Company may withhold for Tax-Related Items by considering statutory or other withholding rates, including maximum applicable rates in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent amount in Shares), from the Company or the Employer; otherwise, Participant may be able to seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the

Company and/or the Employer. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

4. Recoupment Provision. As an additional condition of receiving this award of RSUs, Participant agrees that the award of RSUs, whether vested or unvested, and any Shares issued under the RSU (and any proceeds therefrom), shall be subject to deduction, clawback, forfeiture, and/ or repayment to the Company to the extent required (i) under the Company's Clawback/Recoupment Policy, any other compensation clawback or recoupment policy in effect as of the Grant Date or, to the extent adopted by the Board following the Grant Date, any similar policy applicable to circumstances where Participant engages in misconduct, fraud, a violation of law or other similar circumstances, and, in each case, as may be amended from time to time and (ii) to comply with any recoupment requirement imposed under applicable laws, rules, regulations or stock exchange listing standards.

5. Electronic Delivery and Participation. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

6. Choice of Law and Venue. The RSU grant and the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to such state's conflict of laws or provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of North Carolina and agree that such litigation shall be conducted in the courts of Mecklenburg County, North Carolina, or the federal courts for the United States for the Western District of North Carolina, where this grant is made and/or to be performed.

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

8. Country-Specific Provisions. The RSUs and the Shares subject to the RSUs shall be subject to any special terms and conditions for Participant's country set forth in the Appendix. Moreover, if Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Award Agreement.

9. Imposition of Other Requirements. This grant is subject to, and limited by, all applicable laws and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Participant agrees that the Company shall have unilateral authority to amend the Plan and this Award Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Shares. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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

11. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

12. Insider Trading Restrictions/Market Abuse Laws. Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and, if different, Participant's country of residence, which may affect his or her ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). 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. Participant is responsible for ensuring his or her compliance with any applicable restrictions and should speak to his or her personal legal advisor on this matter.

13. Foreign Asset/Account Reporting; Exchange Controls. Participant may be subject to foreign asset and/or account reporting requirements and/or exchange controls as a result of the vesting and settlement of the RSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. For example, Participant may be required to report such assets, accounts, account balances and values and/or related transactions to the tax or other authorities in his or her country. Participant may also be required to repatriate sale proceeds or other funds received pursuant to the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. Participant is responsible for ensuring compliance with any applicable requirements and should speak to his or her personal legal advisor regarding these requirements.

14. Acknowledgement & Acceptance within 120 Days. This grant is subject to acceptance, within 120 days of the Grant Date, by electronic acceptance through the website of UBS, the Company's stock plan administrator. **Failure to accept the RSUs within 120 days of the Grant Date may result in cancellation of the RSUs.**

Signed for and on behalf of the Company:



David S. Regnery
Chair and Chief Executive Officer
Trane Technologies plc

This document constitutes part of a prospectus covering securities that have been registered under the U.S. Securities Act of 1933.

Appendix
Trane Technologies plc
Incentive Stock Plan of 2018
Global Restricted Stock Unit Award Agreement
Country-Specific Provisions

This Appendix includes special terms and conditions applicable to Participant if Participant resides and/or works in one of the countries listed below. These terms and conditions supplement or replace (as indicated) the terms and conditions set forth in the Restricted Stock Unit Award Agreement. Unless otherwise defined herein, the terms defined in the Plan or the Award Agreement, as applicable, shall have the same meanings in this Appendix.

This Appendix also includes information relating to exchange control, foreign asset and/or account reporting and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities, and other laws in effect in the respective countries as of January 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the RSUs vest or the Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to Participant's particular situation. The Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, or if Participant transfers employment or residency to another country after the RSUs are granted, the information contained herein may not be applicable to Participant. The Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant.

Provisions Applicable to All Non-U.S. Countries

1. **Nature of Grant.** By accepting the RSUs, Participant acknowledges, understands, and agrees that:
 - (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be amended, altered or discontinued by the Company at any time, to the extent permitted by the Plan;
 - (b) the Plan is operated and the RSUs are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights Participant may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Employer);
 - (c) no Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Participant under this Award Agreement;
 - (d) the grant of the RSUs is exceptional, voluntary, and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
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- (e) all decisions with respect to future restricted stock unit grants, if any, will be at the sole discretion of the Company;
 - (f) Participant is voluntarily participating in the Plan;
 - (g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
 - (h) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;
 - (i) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, services Participant may provide as a director of an Affiliate;
 - (j) the RSU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any Affiliate and will not interfere with the ability of the Company, the Employer, or any Affiliate, as applicable, to terminate Participant's employment or service relationship (if any);
 - (k) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
 - (l) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant ceasing to provide employment or other services to the Company, the Employer, or any Affiliate (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the RSUs or recoupment resulting from the RSUs as described in Section 4 of the Restricted Stock Unit Award Agreement;
 - (m) in the event of termination of Participant's employment or other services (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), Participant's right to receive or vest in the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively providing services, or will be measured with reference to such date in the case of a Group Termination Event, Involuntary Loss of Job or Retirement, and will not be extended by any notice period (*e.g.*, active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of this RSU grant (including whether Participant may still be considered to be providing services while on an approved leave of absence);
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(n) unless otherwise provided in the Plan or by the Company, in its discretion, the RSUs and the benefits evidenced by this Award Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(o) neither the Company, nor the Employer nor any Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

2. Data Privacy Provisions Applicable to Participants Outside the EEA+ (as defined below).

Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in the Award Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing Participant's participation in the Plan.

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

Participant understands that Personal Data may be transferred to UBS, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of Personal Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. The Company provides appropriate safeguards for protecting Personal Data that it receives through its adherence to all applicable Personal Data protection requirements, including any contractual requirements with any recipients of Personal Data as selected by Company to assist in the implementation, administration, and management of the Plan.

Participant understands that he or she may request a list with the names and addresses of any potential recipients of Personal Data by contacting his or her local human resources representative. Participant authorizes the Company, UBS 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 Personal Data, in electronic or other form, for the sole purpose of implementing, administering, and managing Participant's participation in the Plan. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's employment status or service with the Employer will not be affected; the only

consequence of refusing or withdrawing consent is that the Company would not be able to grant RSUs or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

3. Data Privacy Provisions Applicable to Participants in the European Union/European Economic Area/Switzerland/United Kingdom ("EEA+").

(a) Participant is hereby notified of the collection, use and transfer, as described in this Award Agreement, in electronic or other form, of his or her Personal Data (defined below) by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive and legitimate purpose of implementing, administering, and managing Participant's participation in the Plan.

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

(c) Participant understands that providing the Company with this Personal Data is necessary for the performance of this Award Agreement and that Participant's refusal to provide the Personal Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. Participant's Personal Data shall be accessible within the Company only by the persons specifically charged with Personal Data processing operations and by the persons that need to access the Personal Data because of their duties and position in relation to the performance of this Award Agreement.

(d) The Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant may, at any time and without cost, contact Makila Scruggs, Global Data Protection and Privacy Officer, at globalprivacyoffice@tranetechnologies.com to enforce his or her rights under the data protection laws in Participant's country, which may include the right to (i) request access or copies of Personal Data subject to processing; (ii) request rectification of incorrect Personal Data; (iii) request deletion of Personal Data; (iv) request restriction on processing of Personal Data; (v) request portability of Personal Data; (vi) lodge complaints with competent authorities in Participant's country; and/or (vii) request a list with the names and addresses of any potential recipients of Personal Data.

(e) The Company provides appropriate safeguards for protecting Personal Data that it receives in the U.S. through its adherence to all applicable Personal Data protection requirements, including EU Standard Contractual Clauses, where applicable. Participant understands that the Company will transfer Personal Data to UBS Financial Services Inc. at 1000 Harbor Boulevard, Weehawken, NJ 07086, U.S.A. and/or such other third parties as may be selected by the Company, which are assisting the Company with the implementation, administration and management of the Plan and may transfer the Personal Data to certain other third parties assisting in the implementation, administration and management of the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom Participant may elect to deposit any Shares acquired upon settlement of the RSUs.

(f) Participant understands that these recipients, which may receive, use, retain and transfer Personal Data, may be located in Participant's country or elsewhere, including outside the European Economic Area (e.g., the United States), and that the recipient's country may have different data privacy laws and protections than Participant's country. When transferring Personal Data to these recipients, the Company provides appropriate safeguards in accordance with all applicable Personal Data protection requirements, as described above. Participant may send questions regarding these safeguards to Makila Scruggs, Global Data Protection and Privacy Officer, at globalprivacyoffice@tranetechnologies.com.

(g) Finally, the processing activity is necessary for the legitimate purposes of providing the Plan to Participant. Participant may choose to opt out of allowing the Company to share his or her Personal Data with the stock plan service provider and others as described above, although execution of such choice may affect Participant's ability to participate in the Plan. For questions about this choice or to make this choice, Participant should contact Makila Scruggs, Global Data Protection and Privacy Officer, at globalprivacyoffice@tranetechnologies.com.

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

Argentina

Type of Offering. Neither the RSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*). The offer is private and not subject to the supervision of any Argentine governmental authority.

Exchange Control Information. Participant is responsible for complying with exchange control laws in Argentina and neither the Company, the Employer, nor any Affiliate will be liable for any fines or penalties resulting from Participant's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, Participant should consult with his or her personal legal advisor before accepting the RSUs and before selling any Shares acquired upon vesting of the RSUs to ensure compliance with current regulations.

Foreign Asset / Account Reporting Information. Participant must report holdings of any equity interest in a foreign company (e.g., Shares acquired under the Plan) on his or her annual tax return each year.

Australia

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

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

Belgium

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

Foreign Asset / Account Reporting Information. Participant is required to report any bank or brokerage accounts held outside of Belgium in his or her annual tax return. The first time Participant reports such an account on Participant's annual income tax return, Participant is required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

Brazil

Nature of Grant. This provision supplements the above "Nature of Grant" provision of the Appendix:

By accepting the Award, Participant agrees that (i) he or she is making an investment decision and (ii) the value of the underlying Shares is not fixed and may increase or decrease without compensation to Participant.

Compliance with Law. By accepting the RSUs, Participant acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable Tax-Related Items associated with the vesting of the RSUs, the receipt of any dividends or Dividend Equivalents and the sale of Shares acquired under the Plan.

Exchange Control Information. If Participant is a resident or domiciled in Brazil, he or she may be required to submit a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil, depending on the aggregate value of such assets and rights. If the aggregate value of such assets and rights is US\$1,000,000 or more but less than US\$100,000,000, a declaration must be submitted annually. If the aggregate value exceeds US\$100,000,000, a declaration must be submitted quarterly. Assets and rights that must be reported include Shares.

Canada

Vesting and Issuance of Shares; Dividend Equivalents. This provision supplements Section 1 of the Restricted Stock Unit Award Agreement:

The grant of the Award does not provide any right for Participant to receive a cash payment and the Award will be settled in Shares only.

No Obligation to Make Payment. This provision replaces Section 1(c) of the Appendix:

Except as explicitly and minimally required under applicable legislation, no Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Participant under this Award Agreement;

Exclusion from Compensation or Salary. This provision replaces Section 1(h) of the Appendix:

Except as explicitly and minimally required under applicable legislation, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

No Compensation for Forfeiture. This provision replaces Section 1(l) of the Appendix:

Except as explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant ceasing to provide employment or other services to the Company, the Employer, or any Affiliate (for any reason

whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the RSUs or recoupment resulting from the RSUs as described in Section 4 of the Restricted Stock Unit Award Agreement;

Termination of Employment. This provision replaces Section 1(m) of the Appendix:

For purposes of the Award, and except as provided herein, Participant's employment or other service relationship will be considered terminated (regardless of the reason for such termination and whether or not the termination is later found to be invalid, unlawful or in breach of applicable laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any), and Participant's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the RSUs pursuant to this Award Agreement will be measured by, the date Participant is no longer actually providing services to the Company or one of its Affiliates (the "Termination Date").

Unless explicitly required by applicable legislation, the Termination Date shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the Termination Date, nor will Participant be entitled to any compensation for lost vesting or other participation.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting or other participation during a statutory notice period, Participant's right to vest in the RSUs or otherwise benefit from the RSUs, if any, will terminate effective upon the expiry of the minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting or other participation if the vesting date falls after the end of the statutory notice period, nor will Participant be entitled to any compensation for lost vesting or participation. In any event, if employment standards legislation explicitly requires continued vesting or other participation during a statutory notice period, then any additional vesting provided under Section 1(c) is deemed to be inclusive of any entitlements that arise during the applicable statutory notice period. For further clarity, any reference to a termination of Participant's employment or other service relationship or a date of termination under this Award Agreement or the Plan will be interpreted to mean the Termination Date.

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan through UBS or such other broker designated under the Plan, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Company's ordinary shares are currently traded on the New York Stock Exchange which is located outside of Canada, under the ticker symbol "TT" and Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Foreign specified property, including Shares and rights to Shares (*e.g.*, RSUs), held by a Canadian resident must be reported annually on Form T1135 (Foreign Income Verification Statement) if the total cost of such foreign specified property exceeds C\$100,000 at any time during the year. If applicable, Form T1135 is due by April 30th of the following year. RSUs must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are owned, this ACB may have to be averaged with the ACB of the other Shares. Participant is responsible for ensuring his or her

compliance with any applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

The following provisions will apply to Participant if he or she is a resident of Quebec:

French Language Documents. A French translation of this document and the Plan will be made available to Participant as soon as reasonably practicable. Notwithstanding anything to the contrary in the Award Agreement, and unless Participant indicates otherwise, the French translation of this document and the Plan will govern Participant's participation in the Plan.

Documents en Langue Française. *Une traduction française du présent document et du Plan sera mise à la disposition du Participant dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire dans le Contrat, et à moins que le Participant n'indique le contraire, la traduction française du présent document et du Plan régira la participation du Participant au Plan.*

Data Privacy. This provision supplements the above Section 2 of the Appendix "Data Privacy Provisions Applicable to Participants Outside the EEA+:"

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, its Affiliates and UBS (or any other stock plan service provider that may be selected by the Company to assist with the Plan) to disclose and discuss the Plan with their respective advisors. Participant acknowledges that Participant's personal information may be transferred or disclosed outside the Province of Quebec, including to the U.S. Participant further authorizes the Company and its Affiliates to record such information and to keep such information in Participant's employee file. Participant also acknowledges that the Company, its Affiliates and UBS may use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

Chile

Securities Law Information. The offer of RSUs constitutes a private offering in Chile effective as of the Grant Date. The offer of RSUs is made subject to ruling N° 336 of the Chilean Commission for the Financial Market ("CMF"). This offer refers to securities not registered at the securities registry or at the foreign securities registry of the CMF, and therefore such securities are not subject to its oversight. Given that these securities are not registered in Chile, there is no obligation from the issuer to provide public information on them in Chile. These securities cannot be subject to public offering in Chile while they are not registered at the corresponding securities registry in Chile.

Información bajo la Ley de Mercado de Valores. *Esta oferta de RSUs constituye una oferta privada en Chile y se inicia en la Fecha de la Concesión. Esta oferta de RSUs se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado Financiero de Chile ("CMF"). Esta oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse de valores no inscritos en Chile, no existe la obligación por parte del emisor de entregar en Chile información pública respecto de los mismos. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el registro de valores correspondiente.*

Exchange Control Information. Exchange control reporting requirements will apply if the value of any Shares acquired without the remittance of funds out of Chile exceeds US\$10,000. It is not clear whether this requirement applies in the case of RSUs where no payment is made to acquire the Shares at all; however, if the Central Bank of Chile considers the acquisition of Shares for no consideration to be an "investment operation" the requirement will apply. Moreover, additional reporting requirements will

apply if Participant's aggregate investments abroad exceed US\$5,000,000 at any time in a calendar year. Finally, if Participant repatriates funds related to the Plan (e.g., sale proceeds, Dividend Equivalents, dividends) to Chile and the amount of such funds exceeds \$10,000, or if Participant repatriates sale proceeds from Shares that were purchased with funds that were required to be transferred out of Chile through the Formal Exchange Market (the "FEM"), such repatriation must be effected through the FEM.

Foreign Asset / Account Reporting Information. Participant will also be required to provide certain information to the Chilean Internal Revenue Service ("CIRS") regarding the results of investments held abroad and the taxes paid abroad. The sworn statements disclosing this information must be submitted electronically through the CIRS website, www.sii.cl, using Form 1929, which is due on June 30 each year.

Exchange control and tax reporting requirements in Chile are subject to change. Participant is responsible for ensuring his or her compliance with any applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

China

Vesting and Issuance of Shares; Dividend Equivalents. This provision supplements Section 1 of the Restricted Stock Unit Award Agreement:

Notwithstanding any provision to the contrary in this Award Agreement, no RSUs shall vest and no Shares shall be issued to Participant unless and until all necessary approvals from the PRC State Administration of Foreign Exchange or its local counterpart ("SAFE") have been obtained and maintained under applicable exchange control rules, as determined by the Company in its sole discretion. To facilitate compliance with any applicable laws or regulations in China, Participant also agrees and acknowledges that the Company (or a brokerage firm instructed by the Company, if applicable) is entitled to (i) immediately sell all Shares issued to Participant at vesting (on Participant's behalf and at Participant's direction pursuant to this authorization) at the time of settlement, or when Participant's employment with the Employer, the Company, or an Affiliate terminates, or at any other time the Company determines is necessary or advisable, and/or (ii) require that any Shares acquired under the Plan be held with a Company-designated broker until such shares are sold.

Without limiting the foregoing, if Participant's employment with the Employer, the Company, or an Affiliate terminates, any Shares held by Participant (or, in circumstances where Participant's employment is terminated due to death, by Participant's estate or the person(s) who acquired the right to the Shares under applicable law) must be sold prior to the last trading day of the six (6) month period following such termination of employment. If the Shares have not been sold by such date, the Company's designated broker will automatically sell all Shares on the last trading day of the six (6) month period following termination of employment (on Participant's behalf and at Participant's direction pursuant to this authorization). Participant agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares and acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of the Shares at any particular price (it being understood that the sale will occur at the then-current market price) and that broker's fees or commissions may be incurred in any such sale. In any event, when the Shares acquired under the Plan are sold, the proceeds of the sale of the Shares, less any Tax-Related Items and broker's fees or commissions, will be remitted to Participant in accordance with applicable exchange control laws and regulations.

This Table 2 replaces Table 2 in Section 1(c) of the Restricted Stock Unit Award Agreement.

Table 2: Eligible for Retirement (as Defined in Section 2(h)) at Time of Termination

Termination Event	Vesting/Forfeiture
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	RSUs and associated Dividend Equivalents shall become vested on the date of termination of active employment in the number of RSUs resulting from the greater of the formulas set forth in Section 1(d)(i) or Section 1(e).
Involuntary termination of employment for Cause.	All unvested RSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such RSUs, the underlying Shares or associated Dividend Equivalents.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	RSUs and associated Dividend Equivalents shall become vested on the date of termination of active employment.
Termination of employment by reason of death or Disability.	All unvested RSUs and associated Dividend Equivalents shall become vested on the date of termination of active employment.
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	Some or all of the RSUs and associated Dividend Equivalents shall become vested on the date of termination of active employment to the extent set forth in Section 1(d)(i) and subject to Section 1(d)(ii).

Timing of Share Issuances. This provision replaces Section 1(g) of the Restricted Stock Unit Award Agreement:

The Company shall cause Shares to be issued to Participant with respect to the RSUs that become vested pursuant to this Section 1 (each such vesting event being a “Vesting Date”). Such Shares shall be issued within 30 days following each Vesting Date. Such Shares shall be fully paid and non-assessable. Participant will not have any of the rights or privileges of a shareholder of the Company in respect of any Shares subject to the RSUs unless and until such Shares have been issued to Participant.

Exchange Control Restrictions. Participant understands and agrees that, if he or she is a PRC national and subject to exchange control restrictions in China, he or she will be required to immediately repatriate the proceeds of the sale of Shares and any cash dividends or Dividend Equivalents to China. Participant further understands that the repatriation of such funds may need to be effected through a special exchange control account established by the Company or an Affiliate and he or she hereby consents and agrees that such funds may be transferred to such special account prior to being delivered to Participant’s personal account. Participant also understands that the Company will deliver any sale proceeds, cash dividends or Dividend Equivalents to Participant as soon as practicable, but that there may be delays in distributing the funds due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company’s discretion. If the proceeds are paid in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Company is under no obligation to secure any

particular currency conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions, and Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the time (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and/or (ii) the net proceeds are converted to local currency and distributed to Participant. Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Colombia

Nature of Grant. This provision supplements the above “Nature of Grant” provision of the Appendix:

Participant acknowledges that, pursuant to Article 128 of the Colombian Labor Code, the RSUs and related benefits do not constitute a component of Participant’s “salary” for any legal purpose. Therefore, the RSUs and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

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

Exchange Control Information. Participant is responsible for complying with any and all Colombian foreign exchange requirements in connection with the RSUs, any Shares acquired and funds remitted into Colombia in connection with the Plan. This may include, among others, reporting obligations to the Central Bank (*Banco de la República*) and, in certain circumstances, repatriation requirements. Participant is responsible for ensuring his or her compliance with any applicable requirements and should speak to his or her personal legal advisor on this matter.

Foreign Asset / Account Reporting Information. Participant may be required to file an annual information return detailing any assets held abroad to the Colombian Tax Office. If the individual value of these assets exceeds a certain threshold, Participant must identify and characterize each asset, specify the jurisdiction in which it is located and provide its value.

Costa Rica

There are no country-specific provisions.

Czech Republic

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Exchange Control Information. The Czech National Bank (the “CNB”) may require Czech residents to fulfill certain notification duties in relation to the purchase of Shares and the opening and maintenance of a foreign account. In addition, Czech residents may need to report the following even in the absence of a request from the CNB: (a) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate and (b) other foreign financial assets with a value meeting or exceeding a prescribed threshold. Because exchange control regulations change frequently and without notice, Participant should consult his or her personal legal advisor regarding participation in the Plan to ensure compliance with current regulations. It is Participant’s responsibility to comply with any applicable Czech exchange control laws.

Denmark

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Danish Stock Option Act. Participant acknowledges that Participant has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act, as amended effective January 1, 2019.

Foreign Asset / Account Reporting Information. Participant must report foreign bank/brokerage accounts and their deposits, including Shares held in such an account, in Participant’s tax return under the section on foreign affairs and income.

Egypt

Exchange Control Information. If Participant transfers funds into Egypt in connection with the RSUs or Shares, Participant will be required to transfer the funds through a registered bank in Egypt.

France

Award Not Tax-Qualified. The Award is not intended to be French tax-qualified.

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Consent to Receive Information in English. In accepting the Award, Participant confirms having read and understood the documents relating to the Award (the Plan and the Award Agreement), which were provided in English. Participant accepts the terms of these documents accordingly.

Consentement à Recevoir des Informations en Anglais. *En acceptant cette Attribution, le Participant confirme avoir lu et compris les documents relatifs à cette Attribution (le Plan et le Contrat d’Attribution), qui ont été remis en langue anglaise. Le Participant accepte les termes de ces documents en conséquence.*

Foreign Asset / Account Reporting Information. Participant is required to report all foreign bank and brokerage accounts (whether open, held, used and/or closed) to the French tax authorities when filing his or her annual tax return.

Germany

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported to the German Federal Bank (*Bundesbank*). If Participant makes or receives a payment in excess of this amount (including if Participant acquires Shares with a value in excess of this amount under the Plan or sells Shares via a foreign broker, bank or service provider and receives proceeds in excess of this amount) and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax-Related Items, Participant must report the payment and/or the value of the Shares withheld or sold to the Bundesbank, either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available on the Bundesbank website (www.bundesbank.de) or via such other

method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Hong Kong

Vesting and Issuance of Shares; Dividend Equivalents. This provision supplements Section 1(g) of the Restricted Stock Unit Award Agreement:

In the event any Vesting Date occurs within six months of the Grant Date, Participant agrees not to sell any Shares acquired upon vesting of the RSUs prior to the six-month anniversary of the Grant Date.

Securities Law Information. *WARNING: The Award and the Shares issued upon vesting of the RSUs do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates. The Award Agreement, the Plan and other incidental communication materials 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, nor have the documents been reviewed by any regulatory authority in Hong Kong. Participant should exercise caution in relation to the offer. If Participant has any questions about any of the contents of the Award Agreement or the Plan, he or she should obtain independent professional advice.*

Hungary

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

India

Exchange Control Information. Any funds realized under the Plan (i.e., proceeds from the sale of Shares acquired under the Plan or any dividends paid on such shares) must be repatriated to India within specified timeframes as required under applicable regulations. Participant must obtain a foreign inward remittance certificate (“FIRC”) from the bank where he or she deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. Participant agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

Foreign Asset / Account Reporting Information. Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares acquired under the Plan and, possibly, RSUs) in Participant’s annual tax return. Participant is responsible for complying with this reporting obligation and should consult with his or her personal advisor in this regard.

Ireland

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Director Notification Requirement. If Participant is a director, shadow director^[1] or secretary of the Company or an Irish Affiliate and has a 1% or more shareholding interest in the Company, he or she must notify the Company or the Irish Affiliate, as applicable, in writing when he or she receives or disposes of an interest in the Company (e.g., RSUs, Shares, etc.), when he or she becomes aware of the event giving rise to the notification requirement, or when he or she becomes a director or secretary if such an interest

exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

Italy

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Plan Document Acknowledgement. By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement.

Participant further acknowledges that he or she has read and specifically and expressly approves the following clauses in the Restricted Stock Unit Award Agreement: Section 1: Vesting and Issuance of Shares; Dividend Equivalents; Section 3: Responsibility for Taxes; Section 4: Recoupment Provision; Section 5: Electronic Delivery and Participation; Section 6: Choice of Law and Venue; Section 9: Imposition of Other Requirements; and Section 14: Acknowledgement and Acceptance within 120 Days.

Foreign Asset / Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Japan

Exchange Control Information. If Participant acquires Shares valued at more than ¥100,000,000 in a single transaction, Participant must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares. Participant should consult with a personal advisor(s) regarding any reporting obligations Participant may have in connection with Participant’s participation in the Plan.

Foreign Asset / Account Reporting Information. Participant will be required to report details of any assets held outside of Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to him or her and whether the requirement extends to any outstanding RSUs, Shares and/or cash acquired under the Plan.

Korea

Exchange Control Information. If Participant deposits funds (*e.g.*, proceeds from the sale of Shares) in excess of US \$5,000 into a non-Korean bank account, Participant must file a report with a Korean foreign exchange bank. The reporting is not required if funds are deposited into a non-Korean brokerage account. Because the exchange control regulations may change without notice, Participant should consult with Participant’s personal legal advisor to comply with any exchange control regulations applicable to Participant.

Foreign Asset / Account Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, brokerage accounts, bank accounts) to the Korean tax authority and file a report with respect to such accounts if the value of the assets in such accounts exceeds a certain threshold (currently,

KRW 500,000,000 (or the equivalent amount in a foreign currency)) on any month-end date during the calendar year. Participant is responsible for complying with applicable reporting obligations and should speak to his or her personal legal advisor on this matter.

Malaysia

Director Notification Requirement. If Participant is a director of an Affiliate in Malaysia, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Affiliate in writing when Participant receives an interest (e.g., RSUs, Shares, etc.) in the Company or any of its Affiliates. In addition, Participant must notify the Malaysian Affiliate when Participant sells Shares or any of shares of an Affiliate (including when Participant sells Shares acquired under the Plan). Participant must also notify the Malaysian Affiliate if there are any subsequent changes in Participant's interest in the Company or any Affiliates. These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any of its Affiliates.

Mexico

Labor Law Policy and Acknowledgment. By accepting the RSUs, Participant expressly recognizes that Trane Technologies plc, with registered offices at 170/175 Lakeview Drive, Airside Business Park, Swords, Co. Dublin, Ireland, is solely responsible for the administration of the Plan and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole Employer is a Mexican Subsidiary or Affiliate of the Company ("Trane Mexico"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Trane Mexico, and do not form part of the employment conditions and/or benefits provided by Trane Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

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

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

Política de la Ley Laboral y Reconocimiento. Aceptando este Premio (RSUs), el Participante reconoce expresamente que Trane Technologies plc, con oficinas registradas ubicadas en 170/175 Lakeview Drive, Airside Business Park, Swords, Co. Dublin, Ireland, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es una Subsidiaria o Afiliada Mexicana de la Compañía ("Trane México"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e Trane México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Trane México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente, el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir.

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

The Netherlands

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

New Zealand

Securities Law Information. *WARNING:* Participant is being offered RSUs which, upon vesting and settlement in accordance with the terms of the Plan and the Award Agreement, will be converted into Shares. Participant may receive a return if dividends are paid.

If the Company runs into financial difficulties and is wound up, Participant may lose some or all of Participant's investment.

New Zealand law normally requires persons and entities that offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

Participant should ask questions, read all documents carefully, and seek independent financial advice before committing to the RSUs.

The Company's ordinary shares are currently traded on the New York Stock Exchange under the ticker symbol "TT" and Shares acquired under the Plan may be sold through this exchange. Participant may end up selling the Shares at a price that is lower than the value of the Shares when Participant acquired them. The price will depend on the demand for the Company's ordinary shares.

The Company's most recent annual report (which includes the Company's financial statements) is available at <https://investors.tranetechnologies.com/financial-information/sec-filings/default.aspx>. Participant is entitled to receive a copy of this report, free of charge, upon request to the Company at InvestorRelations@tranetechnologies.com.

Panama

Securities Law Information. The RSUs and the Shares issued at vesting are not subject to registration under Panamanian law as they are not intended for the public, but solely for Participant's benefit.

Peru

Securities Law Information. The grant of RSUs is considered a private offering in Peru; therefore, it is not subject to registration in Peru. For more information concerning the offer, please refer to the Plan, the Award Agreement and any other materials or documentation made available by the Company. For more information regarding the Company, please refer to the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available at www.sec.gov, as well as the Company's "Investor Relations" website at <https://investors.tranetechnologies.com>.

Labor Law Acknowledgment. By accepting the RSUs, Participant acknowledges that the RSUs are being granted *ex gratia* with the purpose of rewarding Participant.

Poland

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

Exchange Control Information. If Participant holds foreign securities (including Shares acquired under the Plan) and/or maintains accounts abroad and the aggregate value of Shares and cash held in such foreign accounts exceeds PLN 7,000,000, Participant must file reports on the transactions and balances of the accounts on a quarterly basis to the National Bank of Poland.

In addition, if Participant transfers funds into and out of Poland in excess of €15,000 (or PLN 15,000 if such transfer of funds is connected with business activity of an entrepreneur) in a single transaction, Participant is required to do so through a bank account in Poland. Participant is required to retain all documents connected with any foreign exchange transactions for a period of five (5) years, calculated from the end of the year in which the foreign exchange transactions were made. Participant should consult with Participant's personal legal advisor to determine Participant's remittance responsibilities.

Portugal

Language Consent. Participant hereby expressly declares that Participant has full knowledge of the English language and has read, understood and fully accepts and agrees with the terms and conditions established in the Plan and the Award Agreement.

Conhecimento da Língua. *O Participante declara expressamente que possui pleno conhecimento da língua inglesa e que leu, compreendeu, aceita e concorda integralmente com os termos e condições estabelecidos no Plano e no Acordo de Adjudicação.*

Exchange Control Information. If Participant receives Shares under the Plan, the acquisition of the Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on Participant's behalf. If the Shares are not deposited with a commercial bank or

financial intermediary in Portugal, Participant is responsible for submitting the report to the Banco de Portugal.

Puerto Rico

There are no country-specific provisions.

Singapore

Securities Law Information. The grant of the RSUs is being made pursuant to the “Qualifying Person” exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Award is subject to section 257 of the SFA and Participant should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer in is made (i) six months or more after the Grant Date, (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (iii) pursuant to, and in accordance with the conditions of, any applicable provision of the SFA. The Shares are currently traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol “TT” and Shares acquired under the Plan may be sold through this exchange.

Director Notification Requirement. If Participant is a director (including an alternate, substitute, or shadow director⁽²⁾) of a Singapore Affiliate, he or she is subject to certain notification requirements under the Singapore Companies Act, regardless of whether he or she is a Singapore resident or employed in Singapore. Among these requirements is the obligation to notify the Singapore Affiliate in writing when Participant receives or disposes of an interest (*e.g.*, RSUs, Shares) in the Company or an Affiliate. These notifications must be made within 2 business days of acquiring or disposing of any interest in the Company or any Affiliate or within 2 business days of becoming a director if such an interest exists at that time.

Spain

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Nature of Grant. This provision supplements Section 1 of the Restricted Stock Unit Award Agreement and the above “Nature of Grant” provision of the Appendix:

By accepting the Award, Participant consents to participate in the Plan and acknowledges having received and read a copy of the Plan.

Participant understands that the Company has unilaterally, gratuitously, and discretionally decided to grant awards under the Plan to individuals who may be employees of the Company or an Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that (i) any grant will not bind the Company or any Affiliate over and above the specific terms of the Plan and this Award Agreement; (ii) the RSUs and any Shares acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever; and (iii) except as provided for in Section 1 of the Restricted Stock Unit Award Agreement, the RSUs will cease vesting upon Participant’s termination of employment, as detailed below. In addition, Participant understands that the Award would not be granted but for the assumptions and conditions referred to above; thus, Participant acknowledges and freely accepts that

should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of the Award shall be null and void.

Further, Participant understands and agrees that, as a condition of the grant of the Award, except as provided for in Section 1 of the Restricted Stock Unit Award Agreement, Participant's termination of employment for any reason (including for the reasons listed below) will automatically result in the loss of the RSUs to the extent the RSUs have not vested as of the date Participant is no longer actively employed. In particular, except as provided for in Section 1 of the Restricted Stock Unit Award Agreement, Participant understands and agrees that (i) any unvested portion of the RSUs as of the date Participant's active employment ends will be forfeited without entitlement to the underlying Shares or to any amount as indemnification in the event of a termination by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the RSUs. The Plan, the Award Agreement and any other documents evidencing the grant of the RSUs have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. Participant may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payment of cash or Shares made by the Company) depending on the value of the transactions during the relevant year or the balances in such accounts and the value of such instruments as of December 31 of the relevant year. Participant should consult with his or her personal legal advisor regarding the applicable thresholds and corresponding reporting requirements.

Foreign Asset / Account Reporting Information. Participant is required to report assets or rights deposited or held outside of Spain (including Shares acquired under the Plan or cash proceeds from the sale of Shares acquired under the Plan) if the value of such right or asset exceeds €50,000 per type of asset or right. This obligation applies to assets and rights held as of December 31 (or at any time during the year in which the asset or right is sold or otherwise disposed of) and requires that information on such assets and rights be included in Participant's tax return filed with the Spanish tax authorities for such year. After such assets or rights are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously reported asset or right increases by more than €20,000 or if ownership of such asset or right is transferred or relinquished during the year.

Sweden

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

Responsibility for Taxes. This provision supplements Section 3 of the Restricted Stock Unit Award Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 3 of the Restricted Stock Unit Award Agreement, by accepting the grant of RSUs, Participant authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer has an obligation to withhold such Tax-Related Items.

Switzerland

Securities Law Information. Neither this document nor any materials relating to the Shares (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee, and (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to Article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

Taiwan

Securities Law Information. The offer of participation in the Plan is available only for Employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. Participant may acquire and remit foreign currency (including funds for the purchase of Shares and proceeds from the sale of Shares) up to US\$10,000,000 per year without justification. If the transaction amount is TWD 500,000 or more in a single transaction, Participant must submit a Foreign Exchange Transaction Form. If the transaction amount is US\$500,000 or more in a single transaction, Participant must also provide supporting documentation to the satisfaction of the remitting bank.

Thailand

Exchange Control Information. If the proceeds from the sale of Shares or any cash dividends or Dividend Equivalents received in relation to the Shares exceed US\$1,000,000, Participant must (i) immediately repatriate such funds to Thailand and (ii) report the inward remittance to the Bank of Thailand on a Foreign Exchange Transaction Form, unless Participant can rely on any applicable exemptions (*e.g.*, where the funds will be used offshore for any permissible purposes under exchange control regulations and the relevant form and supporting documents have been submitted to a commercial bank in Thailand). In addition, within 360 days of repatriation, Participant must convert any funds repatriated to Thailand to Thai Baht or deposit the funds in a foreign exchange account with a Thai bank.

United Arab Emirates (the "UAE")

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

The Emirates Securities and Commodities Authority and the Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. No other UAE authority has approved this statement nor taken steps to verify the information set out in it, and has no responsibility for it.

The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If Participant does not understand the contents of the Award Agreement or the Plan, he or she should consult an authorized financial adviser.

United Kingdom (the “U.K.”)

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 1(c) of the Restricted Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Responsibility for Taxes. This provision supplements Section 3 of the Restricted Stock Unit Award Agreement:

Without limitation to Section 3 of the Restricted Stock Unit Award Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). Participant 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 Participant’s behalf.

Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the immediately foregoing provision will not apply; instead, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant is responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer (as applicable) the amount of any employee national insurance contributions due on this additional benefit.

United States

Foreign Asset / Account Reporting Information. Under the Foreign Account Tax Compliance Act (“FATCA”), United States taxpayers who hold Shares or rights to acquire Shares (*i.e.*, RSUs) may be required to report certain information related to their holdings to the extent the aggregate value of the RSUs/Shares exceeds certain thresholds (depending on Participant’s filing status) with Participant’s annual tax return. Participant should consult with his personal tax or legal advisor regarding any FATCA reporting requirements with respect to the RSUs or any Shares acquired under the RSUs.

In addition, Report of Foreign Bank and Financial Account requirements may also apply to Participant if Participants hold assets, such as Shares, outside the U.S.

^[1] A shadow director is an individual who is not on the board of directors of the Company or the Irish Affiliate but who has sufficient control so that the board of directors of the Company or the Irish Affiliate, as applicable, acts in accordance with the directions and instructions of the individual.

^[2] A shadow director is an individual who is not on the board of directors of the Singapore Affiliate but who has sufficient control so that the board of directors of the Singapore Affiliate acts in accordance with the directions and instructions of the individual.

**Trane Technologies plc
Incentive Stock Plan of 2018**

**Global Performance Stock Unit Grant Notice
("Grant Notice")**

Trane Technologies plc (the "Company") hereby awards to Participant the number of performance stock units ("PSUs") specified and with certain terms set forth below (the "Award"). The Award is subject to the terms below and all of the terms and conditions set forth in the Company's Incentive Stock Plan of 2018 (the "Plan") and the Global Performance Stock Unit Award Agreement (the "Award Agreement").

Participant Name:	[Insert name as First Last]
Date of Grant:	[Insert Grant Date as Month DD, YYYY]
Target Number of PSUs:	[Insert Number of PSUs Awarded]
Maximum Number of PSUs:	[Insert Number of PSUs at Maximum]
Performance Period:	January 1, 2025 to December 31, 2027

**Trane Technologies plc
Incentive Stock Plan of 2018**

**Global Performance Stock Unit Award Agreement
For the 2025 – 2027 Performance Period**

Trane Technologies plc (the "Company") hereby grants to the individual (the "Participant") named in the applicable grant notice (the "Grant Notice") and as of the date set forth therein (the "Grant Date") a performance stock unit award (the "PSUs") pursuant to and subject to the terms and conditions set forth in the Company's Incentive Stock Plan of 2018 (the "Plan") and the terms and conditions set forth in the Grant Notice and the Performance Stock Unit Award Agreement, including Appendices A and B (the Performance Stock Unit Award Agreement, including the Grant Notice, which is incorporated herein, Appendix A, and Appendix B are referred to, collectively, as the "Award Agreement"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Award Agreement.

Each PSU that vests pursuant to the terms of this Award Agreement shall provide Participant with the right to receive one ordinary share of the Company (a "Share") on the issuance date described in Section 3(f) below. The number of Shares subject to the PSUs, the performance and service vesting conditions applicable to such Shares, the date on which vested Shares shall become issuable and any further terms and conditions governing the PSUs shall be as set forth in the Grant Notice and this Award Agreement, including any country-specific terms set forth in the attached Appendix B.

1. **Number of Shares.** The number of Shares subject to the PSUs at target performance level is set forth in the Grant Notice. The maximum number of Shares subject to the PSUs is set forth in the Grant Notice, provided, however, that the actual number of Shares that become issuable pursuant to the PSUs shall be determined in accordance with the fulfillment of certain performance conditions set forth in the attached Appendix A and the additional vesting requirements set forth in Section 3 below.
 2. **Performance Period.** The performance period applicable to the PSUs is set forth in the Grant Notice (the "Performance Period").
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3. Vesting and Issuance of Shares; Dividend Equivalents.

- (a) **Normal Vesting.** Participant’s right to receive Shares subject to the PSUs shall vest in accordance with the performance vesting conditions set forth in the attached Appendix A and subject to the additional vesting requirements set forth in this Section 3.
- (b) **Dividend Equivalents.** Participant shall be entitled to receive an amount equal to any cash dividend paid by the Company upon one Share for each PSU held by Participant when such dividend is paid (“Dividend Equivalent”), provided that (i) Participant shall have no right to receive the Dividend Equivalents unless and until the associated PSUs vest, (ii) Dividend Equivalents shall not accrue interest and (iii) Dividend Equivalents shall be paid in cash at the time that the Shares underlying the associated PSUs are issued to the Participant.
- (c) **Termination of Employment Before Vesting.** In the event that Participant’s employment with the Company and its Affiliates is terminated before the PSUs are fully vested, the PSUs shall be vested or shall be forfeited as set forth in the tables below. Certain terms used in the tables below are defined in Section 4 hereof.

Table 1: Not Eligible for Retirement (as Defined in Section 4(j)) at Time of Termination	
Termination Event	Vesting/Forfeiture and Performance
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	A pro-rated portion of the PSUs and associated Dividend Equivalents shall vest on the Determination Date as set forth in Section 3(e) based on the fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i).
Involuntary termination of employment for Cause.	All PSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or associated Dividend Equivalents.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	A pro-rated portion of the PSUs and associated Dividend Equivalents shall vest on the Determination Date as set forth in Section 3(e) based on the fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i).

Termination of employment by reason of death or Disability.	A pro-rated portion of the PSUs and Dividend Equivalents shall vest on the date of termination of active employment as set forth in Section 3(e) based on fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then a pro-rated portion of the PSUs and associated Dividend Equivalents shall vest on the Determination Date as set forth in Section 3(e) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	All PSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or associated Dividend Equivalents.

Table 2: Eligible for Retirement (as Defined in Section 4(j)) at Time of Termination

Termination Event	Vesting/Forfeiture and Performance
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	The PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i).
Involuntary termination of employment for Cause.	All PSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or associated Dividend Equivalents.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	The PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i).

Termination of employment by reason of death or Disability.	The PSUs and Dividend Equivalents shall vest on the date of termination of active employment to the extent set forth in Section 3(d)(i) based on fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then the PSUs and Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	The PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting conditions determined in accordance with Section 3(f)(i) and subject to Section 3(d)(ii).

(d) Retirement Vesting Benefit.

(i) If this Section 3(d)(i) is referenced in Section 3(c) above, then the pro-rated number of Shares is determined by (i) multiplying by the number of days in the calendar year of the Grant Date during which Participant was employed by the Company or any Affiliate, and (ii) dividing by the number of days in the corresponding calendar year (the “Retirement Vesting Benefit”). Notwithstanding the foregoing, the Retirement Vesting Benefit will result in the continued vesting of all unvested PSUs if Participant’s employment terminates due to Retirement following the calendar year in which the Grant Date occurs.

(ii) Notwithstanding Section 3(d)(i), if this Section 3(d)(ii) is referenced in Section 3(c) above, in the event a Retirement-eligible Participant terminates employment and commences full-time employment with a competitor following Retirement but on or before the Determination Date (to the extent determined in the sole discretion of the Company), then, unless prohibited under the laws of any applicable jurisdiction, (including, but not limited to, California), all unvested PSUs and associated Dividend Equivalents shall be forfeited and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

(e) Pro-Rated Vesting. If this Section 3(e) is referenced in Section 3(c) above, then Participant shall vest in a pro-rated number of Shares determined by (i) multiplying by the number of days during the Performance Period that Participant was actively employed by the Company or an Affiliate beginning on Participant’s Commencement Date, and (ii) dividing by the number of days beginning on Participant’s Commencement Date and ending on the last day of the Performance Period.

(f) Issuance of Shares.

(i) Except as provided in Section 3(f)(ii) below, on the Determination Date, the Committee shall determine the extent to which the performance vesting conditions set forth in Appendix A have been met. As soon as practicable after the Determination Date (and, in any case, on a date during the calendar year following the calendar year that contains the last day of

the Performance Period), the Company shall cause to be issued to Participant Shares with respect to any PSUs that became vested on the Determination Date, provided that Participant was employed by the Company or an Affiliate on such date (unless otherwise provided in Sections 3(c) or (d) above). Notwithstanding the foregoing, the Committee has the sole discretion to make adjustments to the award amount determined pursuant to Appendix A, including an adjustment such that no Shares are issued to Participant, regardless of the fulfillment of the performance vesting conditions set forth in Appendix A.

(ii) In the case of Participant's termination of employment due to death or Disability and such termination occurs prior to the final calendar quarter of the Performance Period, then as soon as practicable following Participant's termination of employment (but in any event within 30 days of Participant's termination of employment), the Company shall cause to be issued to Participant (or to Participant's estate or the person(s) who acquired the right to the Shares under applicable law) Shares with respect to any PSUs that became vested as provided in Section 3(c); provided, however, that if the Shares are distributable at a time or times by reference to a Participant's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code) and Participant on the date of Participant's separation from service is both subject to U.S. federal income taxation and a "specified employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code), any Shares that would otherwise be issuable during the 6 month period commencing on Participant's separation from service will be issued on the first day which immediately follows the last day of the 6 month period that commences on Participant's separation from service (or, if Participant dies during such period, within 30 days after Participant's death).

(iii) All Shares issued pursuant to this Section 3 shall be fully paid and non-assessable. Participant will not have any of the rights or privileges of a shareholder of the Company in respect of any Shares subject to the PSUs unless and until such Shares have been issued to Participant.

(g) **Remaining PSUs.** All remaining PSUs and associated Dividend Equivalents that did not continue to vest in accordance with Section 3 shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or any associated Dividend Equivalents.

4. Definitions.

(a) For purposes of this Award Agreement, **Affiliate** shall include any entity that was an Affiliate as of the Grant Date if such entity has ceased to be an Affiliate as a result of a Major Restructuring unless otherwise specified herein.

(b) **Cause** shall mean (i) any action by Participant involving willful malfeasance or willful gross misconduct having a demonstrable adverse effect on the Company or an Affiliate; (ii) solely for purposes of Section 4(g), substantial failure or refusal by Participant to perform his or her employment duties, which failure or refusal continues for a period of 10 days following delivery of written notice of such failure or refusal to Participant by the Company or an Affiliate; (iii) Participant being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any non-U.S. jurisdiction); or (iv) any material violation of the Company's code of conduct, as in effect from time to time.

(c) **Commencement Date** shall mean the later of (i) the first day of the Performance Period or (ii) the date on which Participant commences employment with the Company or an Affiliate.

(d) Determination Date shall mean a date as soon as practicable following the end of the Performance Period upon which the Committee determines the extent to which the performance vesting conditions set forth in Appendix A have been met.

(e) Good Reason shall mean (i) a substantial diminution in Participant's job responsibilities or a material adverse change in Participant's title or status (however, performing the same job for a smaller organization following a Major Restructuring shall not constitute Good Reason); (ii) a reduction of Participant's base salary or target bonus (however, a reduction of Participant's base salary or target bonus shall not constitute Good Reason if there is a broad-based reduction in the base salary or target bonus applicable to employees in the Company or an Affiliate) or the failure to pay Participant's base salary or bonus when due or the failure to maintain on behalf of Participant (and his or her dependents) benefits which are at least comparable in the aggregate to those in effect prior to the completion of the Major Restructuring; or (iii) the relocation of the principal place of Participant's employment by more than 35 miles from Participant's principal place of employment immediately prior to the completion of the Major Restructuring; however, any of the events described in clauses (i)-(iii) above shall constitute Good Reason only if the Company (or an Affiliate, if applicable) fails to cure such event within 30 days after receipt from Participant of written notice of the event which constitutes Good Reason; and such Participant shall cease to have a right to terminate due to Good Reason on the 90th day following the later of the occurrence of the event or Participant's knowledge thereof, unless Participant has given the Company written notice thereof prior to such date.

(f) Group Termination Event shall mean an involuntary termination of employment that is part of a group termination of employment, including, but not limited to, terminations resulting from sale of a business or division, outsourcing of an entire function, reduction in workforce or closing of a facility. In the event Participant's employer ceases to be an Affiliate as a result of a Major Restructuring, this will not constitute a Group Termination Event.

(g) Involuntary Loss of Job shall mean, with respect to any Participant, the termination of such Participant's employment with the Company or an Affiliate (i) by the Company or an Affiliate without Cause, or (ii) by Participant with Good Reason, unless, with respect to both (i) and (ii), the Company can reasonably demonstrate that such occurrence is not substantially related to, or as a result of, a Major Restructuring. In no event shall Participant's employer ceasing to be an Affiliate (as defined in the Plan) as a result of a Major Restructuring, on its own, constitute an Involuntary Loss of Job.

(h) Job Elimination shall mean an involuntary termination of employment by reason of job elimination, substantial change in the nature of Participant's position, or job relocation.

(i) Major Restructuring shall mean a reorganization, recapitalization, extraordinary stock dividend, merger, sale, spin-off or other similar transaction or series of transactions, which individually or in the aggregate, has the effect of resulting in the elimination of all, or the majority of, any one or more of the Company's business segments, so long as such transaction or transactions do not constitute a Change in Control.

(j) Retirement shall mean attainment of age 55 with at least 10 years of service with the Company and any Affiliate, unless otherwise defined in an Appendix. For purposes of this definition of Retirement, service with the Company or any of its Affiliates while the Company was known by the name Ingersoll-Rand plc shall be deemed service with the Company and its Affiliates.

(i) Major Restructuring shall mean a reorganization, recapitalization, extraordinary stock dividend,

(5) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all income

tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. To satisfy any withholding obligations of the Company and/or the Employer with respect to Tax-Related Items (other than U.S. Federal Insurance Contribution Act taxes or other Tax-Related Items which become payable in a year prior to the year in which the Shares are issued pursuant to the PSUs), the Company will withhold Shares otherwise issuable upon vesting of the PSUs. Alternatively, or in addition, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their obligations, if any, with regard to all Tax-Related Items by one or a combination of the following; (a) withholding from Participant's wages or other cash compensation payable to Participant by the Company, the Employer, or any Affiliate, (b) withholding from proceeds of the sale of Shares acquired upon vesting of the PSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent), (c) requiring Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items and/or (d) any other method of withholding determined by the Company to be permitted under the Plan and, to the extent required by applicable law or under the Plan, approved by the Committee; provided, however, that if Participant is an officer of the Company subject to Section 16 of the Exchange Act, the withholding methods described in this Section 5 (a) through (d) will only be used if the Committee (as constituted to satisfy Rule 16b-3 of the Exchange Act) determines, in advance of the applicable withholding event, that one of such withholding methods will be used in lieu of withholding Shares.

The Company may withhold for Tax-Related Items by considering statutory or other withholding rates, including maximum applicable rates in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent amount in Shares), from the Company or the Employer; otherwise, Participant may be able to seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

6. Recoupment Provision. As an additional condition of receiving this award of PSUs, Participant agrees that the award of PSUs, whether vested or unvested, and any Shares issued under the PSUs (and any proceeds therefrom), shall be subject to deduction, clawback, forfeiture, and/ or repayment to the Company to the extent required (i) under the Company's Clawback/Recoupment Policy, any other compensation clawback or recoupment policy in effect as of the Grant Date or, to the extent adopted by the Board following the Grant Date, any similar policy applicable to circumstances where Participant

engages in misconduct, fraud, a violation of law or other similar circumstances, and, in each case, as may be amended from time to time, and (ii) to comply with any recoupment requirement imposed under applicable laws, rules, regulations or stock exchange listing standards.

7. Electronic Delivery and Participation. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

8. Choice of Law and Venue. The PSU grant and the provisions of this Award Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to such state's conflict of laws or provisions, as provided in the Plan. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of North Carolina and agree that such litigation shall be conducted in the courts of Mecklenburg County, North Carolina, or the federal courts for the United States for the Western District of North Carolina, where this grant is made and/or to be performed.

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

10. Country-Specific Provisions. Notwithstanding any provisions in this Award Agreement, the PSUs and the Shares subject to the PSUs shall be subject to any special terms and conditions for Participant's country set forth in Appendix B. Moreover, if Participant relocates to one of the countries included in Appendix B, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix B constitutes part of this Award Agreement.

11. Imposition of Other Requirements. This grant is subject to, and limited by, all applicable laws and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Participant agrees that the Company shall have unilateral authority to amend the Plan and this Award Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to the issuance of Shares. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the PSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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

13. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

14. Insider Trading Restrictions/Market Abuse Laws. Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and, if different, Participant's country of residence, which may affect his or her ability to acquire or sell Shares or rights to Shares (e.g., PSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). 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. Participant is responsible for ensuring his or her compliance with any applicable restrictions and should speak to his or her personal legal advisor on this matter.

15. Foreign Asset/Account Reporting; Exchange Controls. Participant may be subject to foreign asset and/or account reporting requirements and/or exchange controls as a result of the vesting and settlement of the PSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. For example, Participant may be required to report such assets, accounts, account balances and values and/or related transactions to the tax or other authorities in his or her country. Participant may also be required to repatriate sale proceeds or other funds received pursuant to the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. Participant is responsible for ensuring compliance with any applicable requirements and should speak to his or her personal legal advisor regarding these requirements.

16. Acknowledgement & Acceptance within 120 Days. This grant is subject to acceptance, within 120 days of the Grant Date, by electronic acceptance through the website of UBS, the Company's stock plan administrator. **Failure to accept the PSUs within 120 days of the Grant Date may result in cancellation of the PSUs.**

Signed for and on behalf of the Company:



David S. Regnery
Chair and Chief Executive Officer
Trane Technologies plc

This document constitutes part of a prospectus covering securities that have been registered under the U.S. Securities Act of 1933.

Appendix A
to
Global Performance Stock Unit Award Agreement
For the 2025 – 2027 Performance Period

Performance Conditions

50% of PSU Achievement

**Based on Cash Flow Return on Invested Capital (“CROIC”)
versus Peer Group**

Performance Level	If Trane Technologies’ CROIC Performance against the S&P 500 Industrial Index (“Peer Group”) is in the...	% of target PSU Achievement for this component will be...
Below Threshold	Less than 25th percentile	0% (no payout)
Threshold	25th percentile	25%
Target	50th percentile	100%
Maximum	75th percentile or greater	200%

CROIC will be calculated as follows:

$$\frac{\text{Free Cash Flow (1)}}{\text{Gross Fixed Assets (2) + Working Capital (3)}}$$

(1) Free Cash Flow = Cash Flow from Continuing Operating Activities less Capital Expenditures plus Cash Paid for Restructuring

(2) Gross Fixed Assets = Plant, Property & Equipment

(3) Working Capital = Accounts and Notes Receivable, net plus Inventory, net less Accounts and Notes Payable

- For purposes of measuring CROIC over the performance period, a three-year average of CROIC shall be used to compare to the peer group
- Any peer group company with a year-end other than December 31 will be evaluated using the information from that company’s most recent year-end
- For every percentage point increase between 25% and 50% achievement, payout percentage increases by three points (*e.g.*, if Trane Technologies’ performance is in the 46th percentile, see example below)
- For every percentage point increase between 50% and 75% achievement, payout percentage increases by four points
- The following methodology will be applied for measuring CROIC. The achievement of the aforesaid performance goal will, to the extent applicable, be determined in accordance with U.S. GAAP and in a manner consistent with the methods used in the audited financial statements of the Company, but without regard to the following items:
 - Unusual or infrequent items;

- The impact of any change in accounting principles that occurs during either the base year or during the performance period and the cumulative effect thereof;
- Gains or charges associated with discontinued operations or with the obtaining or losing control of a business (This includes the results of operation for a divested business that continues to be reported in continuing operations for any of the comparable periods)

50% of PSU Achievement
Based on Total Shareholder Return (“TSR”) versus Peer Group

Performance Level	If Trane Technologies’ TSR performance against the S&P 500 Industrial Index (“Peer Group”) is in the ...	% of target PSU Achievement for this component will be...
Below Threshold	Less than 25th Percentile	0% (no payout)
Threshold	25th percentile	25%
Target	50th Percentile	100%
Maximum	75th percentile or Greater	200%

- For purposes of measuring TSR over the performance period, a point-to-point measurement is used. For example, Total Return Dollars (stock price appreciation plus dividends) at the end of the performance period is compared to the stock price at the beginning of the performance period to determine TSR which is then compared to the Peer Group TSR
 - To account for stock price volatility, thirty-day stock price averages leading up to the performance period and at the end of the performance period will be used to measure TSR
 - For every percentage point increase between 25% and 50% achievement, payout percentage increases by three points
 - For every percentage point increase between 50% and 75% achievement, payout percentage increases by four points (*e.g.*, if Trane Technologies’ performance is in the 60th percentile, see example below)
-

PSU ACHIEVEMENT EXAMPLE

At Grant	
Trane Technologies Stock Price on Grant Date	\$400
PSP Target Award Value	\$50,000
PSP Total Target Award	125 PSUs
At End of 3-Year Performance Period	
Trane Technologies' 3 year average CROIC Relative to S&P 500 Industrial Index	46 th Percentile
% of PSP Target Award Achievement for CROIC	88%
Trane Technologies' 3 year TSR Relative to S&P 500 Industrial Index	60 th Percentile
% of PSP Target Award Achievement for TSR	140%
% of PSP Target Award Achievement for both components combined	$88\% \times 50\% + 140\% \times 50\% = 114\%$
PSP Shares Earned	$125 \times 114\% = 143$
Trane Technologies Stock Price on Payout Date	\$450.00
Total Dollar Value of PSU Achievement	\$64,350

**Appendix B
to**

**Trane Technologies plc
Incentive Stock Plan of 2018**

Global Performance Stock Unit Award Agreement
For the 2025 – 2027 Performance Period

Country-Specific Provisions

This Appendix B includes special terms and conditions applicable to Participant if Participant resides and/or works in one of the countries listed below. These terms and conditions supplement or replace (as indicated) the terms and conditions set forth in the Award Agreement. Unless otherwise defined herein, the terms defined in the Plan or the Award Agreement, as applicable, shall have the same meanings in this Appendix B.

This Appendix B also includes information relating to exchange control, foreign asset and/or account reporting and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities, and other laws in effect in the respective countries as of January 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the PSUs vest or the Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to Participant's particular situation. The Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, or if Participant transfers employment or residency to another country after the PSUs are granted, the information contained herein may not be applicable to Participant. The Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant.

Provisions Applicable to All Non-U.S. Countries

1. Nature of Grant. By accepting the PSUs, Participant acknowledges, understands, and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be amended, altered or discontinued by the Company at any time, to the extent permitted by the Plan;
 - (b) the Plan is operated and the PSUs are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights Participant may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Employer);
 - (c) no Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Participant under this Award Agreement;
 - (d) the grant of the PSUs is exceptional, voluntary, and occasional and does not create any contractual or other right to receive future grants of performance stock
-

units, or benefits in lieu of performance stock units, even if performance stock units have been granted in the past;

(e) all decisions with respect to future performance stock unit grants, if any, will be at the sole discretion of the Company;

(f) Participant is voluntarily participating in the Plan;

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

(h) the PSUs and the Shares subject to the PSUs, and the income from and value of the same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

(i) unless otherwise agreed with the Company, the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not granted as consideration for, or in connection with, services Participant may provide as a director of an Affiliate;

(j) the PSU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any Affiliate and will not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate Participant's employment or service relationship (if any).

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

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from Participant ceasing to provide employment or other services to the Company, the Employer, or any Affiliate (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the PSUs or recoupment resulting from the PSUs as described in Section 6 of the Performance Stock Unit Award Agreement;

(m) in the event of termination of Participant's employment or other services (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), Participant's right to receive or vest in the PSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively providing services, or will be measured with reference to such date in the case of a Group Termination Event, Job Elimination, Involuntary Loss of Job, Retirement, or termination by reason of death or Disability, and will not be extended by any notice period (e.g., active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when

Participant is no longer actively providing services for purposes of this PSU grant (including whether Participant may still be considered to be providing services while on an approved leave of absence);

(n) unless otherwise provided in the Plan or by the Company, in its discretion, the PSUs and the benefits evidenced by this Award Agreement do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

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

2. Data Privacy Provisions Applicable to Participants Outside the EEA+ (as defined below).

Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in the Award Agreement and any other PSU grant materials by and among, as applicable, the Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

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

Participant understands that Personal Data may be transferred to UBS, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of Personal Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. The Company provides appropriate safeguards for protecting Personal Data that it receives through its adherence to all applicable Personal Data protection requirements, including any contractual requirements with any recipients of Personal Data as selected by Company to assist in the implementation, administration, and management of the Plan.

Participant understands that he or she may request a list with the names and addresses of any potential recipients of Personal Data by contacting his or her local human resources representative. Participant authorizes the Company, UBS 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 Personal Data, in electronic or other form, for the sole purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources

representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant PSUs or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

3. Data Privacy Provisions Applicable to Participants in the European Union/European Economic Area/Switzerland/United Kingdom ("EEA+").

(a) Participant is hereby notified of the collection, use and transfer, as described in this Award Agreement, in electronic or other form, of his or her Personal Data (defined below) by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive and legitimate purpose of implementing, administering and managing Participant's participation in the Plan.

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

(c) Participant understands that providing the Company with this Personal Data is necessary for the performance of this Award Agreement and that Participant's refusal to provide the Personal Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. Participant's Personal Data shall be accessible within the Company only by the persons specifically charged with Personal Data processing operations and by the persons that need to access the Personal Data because of their duties and position in relation to the performance of this Award Agreement.

(d) The Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant may, at any time and without cost, contact Makila Scruggs, Global Data Protection and Privacy Officer at globalprivacyoffice@tranetechnologies.com to enforce his or her rights under the data protection laws in Participant's country, which may include the right to (i) request access or copies of Personal Data subject to processing; (ii) request rectification of incorrect Personal Data; (iii) request deletion of Personal Data; (iv) request restriction on processing of Personal Data; (v) request portability of Personal Data; (vi) lodge complaints with competent authorities in Participant's country; and/or (vii) request a list with the names and addresses of any potential recipients of Personal Data.

(e) The Company provides appropriate safeguards for protecting Personal Data that it receives in the U.S. through its adherence to all applicable Personal Data protection requirements, including EU Standard Contractual Clauses, where applicable. Participant understands that the Company will transfer Personal Data to UBS Financial Services Inc. at 1000 Harbor Boulevard, Weehawken, NJ 07086, U.S.A. and/or such other third parties as may be selected by the Company, which are assisting the Company with the implementation, administration and management of the Plan and may transfer the Personal Data to certain other third parties assisting in the implementation, administration and management of the Plan, including any requisite transfer of such Personal Data as may be required to

a broker or other third party with whom Participant may elect to deposit any Shares acquired upon settlement of the PSUs.

(f) Participant understands that these recipients, which may receive, use, retain and transfer Personal Data, may be located in Participant's country or elsewhere, including outside the European Economic Area (e.g., the United States), and that the recipient's country may have different data privacy laws and protections than Participant's country. When transferring Personal Data to these recipients, the Company provides appropriate safeguards in accordance with all applicable Personal Data protection requirements, as described above. Participant may send questions regarding these safeguards to Makila Scruggs, Global Data Protection and Privacy Officer at globalprivacyoffice@tranetechnologies.com.

(g) Finally, the processing activity is necessary for the legitimate purposes of providing the Plan to Participant. Participant may choose to opt out of allowing the Company to share his or her Personal Data with the stock plan service provider and others as described above, although execution of such choice may affect Participant's ability to participate in the Plan. For questions about this choice or to make this choice, Participant should contact Makila Scruggs, Global Data Protection and Privacy Officer at globalprivacyoffice@tranetechnologies.com.

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

Australia

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

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

Belgium

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 3(c) of the Performance Stock Unit Award Agreement, "Retirement" shall mean Participant's termination of employment due to retirement under the retirement provisions of local law in Participant's country.

Foreign Asset / Account Reporting Information. Participant is required to report any bank or brokerage accounts held outside of Belgium in his or her annual tax return. The first time Participant reports such an account on Participant's annual income tax return, Participant is required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

Canada

Vesting and Issuance of Shares; Dividend Equivalents. This provision supplements Section 3 of the Performance Stock Unit Award Agreement:

The grant of the PSUs does not provide any right for Participant to receive a cash payment and the PSUs will be settled in Shares only.

No Obligation to Make Payment. This provision replaces Section 1(c) of Appendix B:

Except as explicitly and minimally required under applicable legislation, no Affiliate (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Participant under this Award Agreement;

Exclusion from Compensation or Salary. This provision replaces Section 1(h) of Appendix B:

Except as explicitly and minimally required under applicable legislation, the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

No Compensation for Forfeiture. This provision replaces Section 1(l) of Appendix B:

Except as explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from Participant ceasing to provide employment or other services to the Company, the Employer, or any Affiliate (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any) or from cancellation of the PSUs or recoupment of any financial gain resulting from the PSUs as described in Section 6 of the Performance Stock Unit Award Agreement;

Termination of Employment. This provision replaces Section 1(m) of Appendix B:

For purposes of the PSUs, and except as provided herein, Participant's employment or other service relationship will be considered terminated (regardless of the reason for such termination and whether or not the termination is later found to be invalid, unlawful or in breach of applicable laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any), and Participant's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the PSUs pursuant to this Award Agreement will be measured by, the date Participant is no longer actually providing services to the Company or one of its Affiliates (the "Termination Date").

Unless explicitly required by applicable legislation, the Termination Date shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the Termination Date, nor will Participant be entitled to any compensation for lost vesting or other participation.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting or other participation during a statutory notice period, Participant's right to vest in or otherwise benefit from the PSUs, if any, will terminate effective upon the expiry of the minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting or other participation if the vesting date falls after the end of the statutory notice period, nor will Participant be entitled to any compensation for lost vesting or participation. In any event, if employment standards legislation explicitly requires continued vesting or participation during a statutory notice period, then any additional vesting provided under Section 3 of the Performance Stock Unit Award Agreement is deemed to be inclusive of any entitlements that arise during the applicable statutory notice period. For further

clarity, any reference to a termination of Participant's employment or other service relationship or a date of termination under this Award Agreement or the Plan will be interpreted to mean the Termination Date.

Securities Law Information. Participant is permitted to sell Shares acquired under the Plan through UBS or such other broker designated under the Plan, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Company's ordinary shares are currently traded on the New York Stock Exchange which is located outside of Canada, under the ticker symbol "TT" and Shares acquired under the Plan may be sold through this exchange.

Foreign Asset / Account Reporting Information. Foreign specified property, including Shares and rights to Shares (e.g., PSUs), held by a Canadian resident must be reported annually on Form T1135 (Foreign Income Verification Statement) if the total cost of such foreign specified property exceeds C\$100,000 at any time during the year. If applicable, Form T1135 is due by April 30th of the following year. PSUs must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by the resident. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are owned, this ACB may have to be averaged with the ACB of the other Shares. *Participant is responsible for ensuring his or her compliance with any applicable reporting obligations and should speak to his or her personal legal advisor on this matter.*

Data Privacy. This provision supplements the above Section 2 of the Appendix "Data Privacy Provisions Applicable to Participants Outside the EEA+:"

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, its Affiliates and UBS (or any other stock plan service provider that may be selected by the Company to assist with the Plan) to disclose and discuss the Plan with their respective advisors. Participant acknowledges that Participant's personal information may be transferred or disclosed outside the Province of Quebec, including to the U.S. Participant further authorizes the Company and its Affiliates to record such information and to keep such information in Participant's employee file. Participant also acknowledges that the Company, its Affiliates and UBS may use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

China

Vesting and Issuance of Shares; Dividend Equivalents. The following provisions supplement or replace certain sections of Section 3 of the Performance Stock Unit Award Agreement, as indicated.

This provision supplements Section 3 of the Performance Stock Unit Award Agreement:

Notwithstanding any provision to the contrary in this Award Agreement, no PSUs shall vest and no Shares shall be issued to Participant unless and until all necessary approvals from the PRC State Administration of Foreign Exchange or its local counterpart ("SAFE") have been obtained and maintained under applicable exchange control rules, as determined by the Company in its sole discretion.

To facilitate compliance with any applicable laws or regulations in China, Participant also agrees and acknowledges that the Company (or a brokerage firm instructed by the Company, if applicable) is entitled to (i) immediately sell all Shares issued to Participant at vesting (on Participant's behalf and at Participant's direction pursuant to this authorization) at the time of settlement, or when Participant's employment with the Employer, the Company, or an Affiliate terminates, or at any other time the

Company determines is necessary or advisable, and/or (ii) require that any Shares acquired under the Plan be held with a Company-designated broker until such shares are sold.

Without limiting the foregoing, if Participant’s employment with the Company, the Employer, or an Affiliate terminates, any Shares held or acquired by Participant (or, in circumstances where Participant’s employment is terminated due to death, by Participant’s estate or the person(s) who acquired the right to the Shares under applicable law) must be sold prior to the last trading day of the 6 month period following the date Participant’s employment terminates. If the Shares have not been sold by such date, the Company’s designated broker will automatically sell all Shares on the last trading day of the 6 month period following such termination of employment (on Participant’s behalf and at Participant’s direction pursuant to this authorization). Participant agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the Company’s designated brokerage firm) to effectuate the sale of the Shares and acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of the Shares at any particular price (it being understood that the sale will occur at the then-current market price) and that broker’s fees or commissions may be incurred in any such sale. In any event, when the Shares acquired under the Plan are sold, the proceeds of the sale of the Shares, less any Tax-Related Items and broker’s fees or commissions, will be remitted to Participant in accordance with applicable exchange control laws and regulations.

These provisions replace Section 3(c), 3(d)(i), and 3(f)(i) and (ii) of the Performance Stock Unit Award Agreement:

(c) Termination of Employment Before Vesting. In the event that Participant’s employment with the Company and its Affiliates is terminated before the PSUs are fully vested, the PSUs shall be vested or shall be forfeited as set forth in the tables below. Certain terms used in the tables below are defined in Section 4 hereof.

Table 1: Not Eligible for Retirement (as Defined in Section 4(j)) at Time of Termination	
Termination Event	Vesting/Forfeiture and Performance
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	A pro-rated portion of the PSUs and Dividend Equivalents shall vest on the date of termination of active employment as set forth in Section 3(e) based on fulfillment of the performance vesting conditions at target level of performance; <i>provided, however,</i> that if such termination occurs during the final calendar quarter of the Performance Period, then a pro-rated portion of the PSUs and associated Dividend Equivalents shall vest on the Determination Date as set forth in Section 3(e) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f).
Involuntary termination of employment for Cause.	All PSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or associated Dividend Equivalents.

Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	A pro-rated portion of the PSUs and Dividend Equivalents shall vest on the date of termination of active employment as set forth in Section 3(e) based on fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then a pro-rated portion of the PSUs and associated Dividend Equivalents shall vest on the Determination Date as set forth in Section 3(e) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f).
Termination of employment by reason of death or Disability.	A pro-rated portion of the PSUs and Dividend Equivalents shall vest on the date of termination of active employment as set forth in Section 3(e) based on fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then a pro-rated portion of the PSUs and associated Dividend Equivalents shall vest on the Determination Date as set forth in Section 3(e) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	All PSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or associated Dividend Equivalents.

Table 2: Eligible for Retirement (as Defined in Section 4(j)) at Time of Termination

Termination Event	Vesting/Forfeiture and Performance
Involuntary termination of employment by reason of a Group Termination Event or Job Elimination, and not for Cause.	The PSUs and associated Dividend Equivalents shall vest on the date of termination of active employment to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then the PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f).

Involuntary termination of employment for Cause.	All PSUs and associated Dividend Equivalents shall be forfeited as of the date of termination of active employment, and Participant shall have no right to or interest in such PSUs, the underlying Shares or associated Dividend Equivalents.
Termination of employment by reason of an Involuntary Loss of Job that occurs between the Grant Date and the first anniversary of completion of a Major Restructuring.	The PSUs and associated Dividend Equivalents shall vest on the date of termination of active employment to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then the PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f).
Termination of employment by reason of death or Disability.	The PSUs and associated Dividend Equivalents shall vest on the date of termination of active employment to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting conditions at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then the PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f).
Any voluntary or involuntary termination of employment that is not by reason of (i) a Group Termination Event, (ii) a Job Elimination, (iii) an Involuntary Loss of Job that occurs before the first anniversary of completion of a Major Restructuring, (iv) death, (v) Disability, or (vi) Cause.	The PSUs and associated Dividend Equivalents shall vest on the date of termination of active employment to the extent set forth in Section 3(d)(i) based on the fulfillment of the performance vesting at target level of performance; <i>provided, however</i> , that if such termination occurs during the final calendar quarter of the Performance Period, then the PSUs and associated Dividend Equivalents shall vest on the Determination Date to the extent set forth in Section 3(d)(i) based on fulfillment of the performance vesting conditions determined in accordance with Section 3(f) and subject to Section 3(d)(ii).

(d) Retirement Vesting Benefit.

(i) If this Section 3(d)(i) is referenced in Section 3(c) above, then the pro-rated number of Shares is determined by (i) multiplying by the number of days in the calendar year of the Grant Date during which Participant was employed by the Company or any Affiliate, and (ii) dividing by the number of days in the corresponding calendar year (the “Retirement Vesting Benefit”). Notwithstanding the foregoing, the Retirement Vesting Benefit will result in the vesting of all unvested PSUs if Participant’s employment terminates due to Retirement following the calendar year in which the Grant Date occurs.

(f) Issuance Date.

(i) Except as provided in Section 3(f)(ii) below, if Participant’s employment terminates prior to the final calendar quarter of the Performance Period by reason of (i) a Group Termination Event, (ii) Job Elimination, (iii) an Involuntary Loss of Job related to a Major Restructuring that

occurs before the 1 year anniversary of completion of the Major Restructuring, or (iv) Retirement, the Company shall cause to be issued to Participant Shares with respect to any PSUs that became vested as soon as practicable after such termination of employment.

(ii) If Participant does not terminate employment during the Performance Period or if Participant's employment terminates during the final calendar quarter of the Performance Period by reason of (i) a Group Termination Event, (ii) Job Elimination, (iii) an Involuntary Loss of Job related to a Major Restructuring that occurs before the 1 year anniversary of completion of the Major Restructuring, or (iv) Retirement, then on a date as soon as practicable following the end of the Performance Period, the Committee shall determine the extent to which the performance vesting conditions set forth in Appendix A have been met (the "Determination Date"). As soon as practicable after the Determination Date, the Company shall cause to be issued to Participant Shares with respect to any PSUs that became vested on the Determination Date. Notwithstanding the foregoing, the Committee has the sole discretion to make adjustments to the award amount determined pursuant to Appendix A, including an adjustment such that no Shares are issued to Participant, regardless of the fulfillment of the performance vesting conditions set forth in Appendix A.

Exchange Control Restrictions. Participant understands and agrees that, if he or she is a PRC national and subject to exchange control restrictions in China, he or she will be required to immediately repatriate the proceeds of the sale of Shares and any cash dividends or Dividend Equivalents to China. Participant further understands that the repatriation of such funds may need to be effected through a special exchange control account established by the Company or an Affiliate and he or she hereby consents and agrees that such funds may be transferred to such special account prior to being delivered to Participant's personal account. Participant also understands that the Company will deliver any sale proceeds, cash dividends or Dividend Equivalents to Participant as soon as practicable, but that there may be delays in distributing the funds due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid in local currency, the Company is under no obligation to secure any particular currency conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions, and Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the time (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and/or (ii) the net proceeds are converted to local currency and distributed to Participant. Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Hong Kong

Vesting and Issuance of Shares; Dividend Equivalents. This provision supplements Section 1(i) of the Performance Stock Unit Award Agreement:

In the event any Shares are issued to Participant within 6 months of the Grant Date, Participant agrees not to sell any Shares acquired upon vesting of the PSUs prior to the 6 month anniversary of the Grant Date.

Securities Law Information. *WARNING: The PSUs and the Shares issued upon vesting of the PSUs do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates. The Award Agreement, the Plan and other incidental communication materials 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, nor have the documents been reviewed by any regulatory authority in Hong Kong. Participant should exercise caution in relation to the offer. If Participant has any questions about any of the contents of the Award Agreement or the Plan, he or she should obtain independent professional advice.

India

Exchange Control Information. Any funds realized under the Plan (*i.e.*, proceeds from the sale of Shares acquired under the Plan or any dividends paid on such shares) must be repatriated to India within specified timeframes as required under applicable regulations. Participant must obtain a foreign inward remittance certificate (“FIRC”) from the bank where he or she deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. Participant agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

Foreign Asset / Account Reporting Information. Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares acquired under the Plan and, possibly, PSUs) in Participant’s annual tax return. Participant is responsible for complying with this reporting obligation and should consult with his or her personal advisor in this regard.

Ireland

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 3(c) of the Performance Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Director Notification Requirement. If Participant is a director, shadow director^[1] or secretary of the Company or an Irish Affiliate and has a 1% or more shareholding interest in the Company, he or she must notify the Company or the Irish Affiliate, as applicable, in writing when he or she receives or disposes of an interest in the Company (*e.g.*, PSUs, Shares, etc.), when he or she becomes aware of the event giving rise to the notification requirement, or when he or she becomes a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

Italy

Vesting and Issuance of Shares; Dividend Equivalents. For purposes of applying Section 3(c) of the Performance Stock Unit Award Agreement, “Retirement” shall mean Participant’s termination of employment due to retirement under the retirement provisions of local law in Participant’s country.

Plan Document Acknowledgement. By accepting the PSUs, Participant acknowledges that Participant has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement.

Participant further acknowledges that Participant has read and specifically and expressly approves the following clauses in the Performance Stock Unit Award Agreement: Section 3: Vesting and Issuance of Shares; Dividend Equivalents; Section 5: Responsibility for Taxes; Section 6: Recoupment Provision; Section 7: Electronic Delivery and Participation; Section 8: Choice of Law and Venue; Section 11: Imposition of Other Requirements; and Section 15: Acknowledgement and Acceptance within 120 Days.

Foreign Asset / Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations

will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. Participant is responsible for complying with applicable reporting obligations and should speak to Participant's personal legal advisor on this matter.

Malaysia

Director Notification Requirement. If Participant is a director of an Affiliate in Malaysia, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Affiliate in writing when Participant receives an interest (e.g., PSUs, Shares, etc.) in the Company or any of its Affiliates. In addition, Participant must notify the Malaysian Affiliate when Participant sells Shares or shares of an Affiliate (including when Participant sells Shares acquired under the Plan). Participant must also notify the Malaysian Affiliate if there are any subsequent changes in Participant's interest in the Company or any Affiliates. These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any of its Affiliates.

Mexico

Labor Law Policy and Acknowledgment. By accepting the PSUs, Participant expressly recognizes that Trane Technologies plc, with registered offices at 170/175 Lakeview Drive, Airside Business Park, Swords, Co. Dublin, Ireland, is solely responsible for the administration of the Plan and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole Employer is a Mexican Subsidiary or Affiliate of the Company ("Trane Mexico"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Trane Mexico, and do not form part of the employment conditions and/or benefits provided by Trane Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

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

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

Política de la Ley Laboral y Reconocimiento. *Aceptando este premio (PSUs), el Participante reconoce expresamente que Trane Technologies plc, con oficinas registradas ubicadas en 170/175 Lakeview Drive, Airside Business Park, Swords, Co. Dublin, Ireland, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es una Subsidiaria o Afiliada Mexicana de la Compañía ("Trane México"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e Trane México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Trane México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir.

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

Singapore

Securities Law Information. The grant of the PSUs is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the PSUs are subject to section 257 of the SFA and Participant should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares subject to the PSUs in Singapore, unless such sale or offer is made (i) 6 months or more after the Grant Date, (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (iii) pursuant to, and in accordance with the conditions of, any applicable provision of the SFA. The Shares are currently traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol "TT" and Shares acquired under the Plan may be sold through this exchange.

Director Notification Requirement. If Participant is a director (including an alternate, substitute, or shadow director^[2]) of a Singapore Affiliate, he or she is subject to certain notification requirements under the Singapore Companies Act, regardless of whether he or she is a Singapore resident or employed in Singapore. Among these requirements is the obligation to notify the Singapore Affiliate in writing when Participant receives or disposes of an interest (e.g., PSUs, Shares) in the Company or an Affiliate. These notifications must be made within 2 business days of acquiring or disposing of any interest in the Company or any Affiliate or within 2 business days of becoming a director if such an interest exists at that time.

United Arab Emirates (the "UAE")

Securities Law Information. The Award Agreement, the Plan and other incidental communication materials related to the PSUs are intended for distribution only to employees of the Company and its Affiliates for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and the Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. No other UAE authority has approved this statement nor taken steps to verify the information set out in it, and has no responsibility for it.

The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If Participant does not understand the contents of the Award Agreement or the Plan, he or she should consult an authorized financial adviser.

United States

Foreign Asset / Account Reporting Information. Under the Foreign Account Tax Compliance Act (“FATCA”), United States taxpayers who hold Shares or rights to acquire Shares (*i.e.*, PSUs) may be required to report certain information related to their holdings to the extent the aggregate value of the PSUs/Shares exceeds certain thresholds (depending on Participant’s filing status) with Participant’s annual tax return. Participant should consult with his personal tax or legal advisor regarding any FATCA reporting requirements with respect to the PSUs or any Shares acquired under the PSUs.

In addition, Report of Foreign Bank and Financial Account requirements may also apply to Participant if Participants hold assets, such as Shares, outside the U.S.

^[1] A shadow director is an individual who is not on the board of directors of the Company or the Irish Affiliate but who has sufficient control so that the board of directors of the Company or the Irish Affiliate, as applicable, acts in accordance with the directions and instructions of the individual.

^[2] A shadow director is an individual who is not on the board of directors of the Singapore Affiliate but who has sufficient control so that the board of directors of the Singapore Affiliate acts in accordance with the directions and instructions of the individual.



David S. Regnery	Trane Technologies plc	U.S. Mailing Address
Chair and Chief Executive Officer	170/175 Lakeview Drive	800-E Beaty Street
	Airside Business Park	P.O. Box 940
	Sword, Co. Dublin Ireland	Davidson, NC 28036 USA

December 2, 2024

Mauro Atalla

Dear Mauro:

I am pleased to present you with an offer of employment to join Trane Technologies plc (the "Company") as Senior Vice President, Chief Technology and Sustainability Officer reporting directly to me. This role will be based in Davidson, North Carolina, with an anticipated start date of January 6, 2025. In this role, you will be a member of the Trane Technologies Enterprise Leadership Team ("ELT") and will be appointed as an Elected (Section 16) Officer of the Company pending consideration by the Board of Directors at their December 5, 2024, meeting. I look forward to your acceptance of this offer and welcoming you to our team.

1. Your base salary will be set at an annual rate of \$650,000 (Six Hundred Fifty Thousand U.S. dollars) paid monthly.
2. This position is "incentive eligible," which means you will participate in the Trane Technologies Annual Incentive Matrix ("AIM") Program. Your annual AIM opportunity is targeted at 75% of your base salary or \$487,500. The actual award that you may receive can range from 0% to 200% of the targeted amount depending upon your individual performance and the achievement of the Company's annual financial objectives and performance goals. For your reference, information related to the Trane Technologies AIM program is attached.
3. You will be eligible to receive Long-Term Incentive ("LTI") awards as administered by the Human Resources and Compensation Committee of the Board of Directors ("the Committee"). Your annual LTI award opportunity is \$1,300,000 and is anticipated to be granted in February 2025, based on the meeting date of the Committee. Your LTI award will be granted in two parts:
 - a. Stock Options and Restricted Stock Units ("RSUs"): Your annual equity (stock option and RSU) award will be \$650,000. At this time, it is anticipated that your 2025 equity grant will be made in an equal proportion of stock options and RSUs. The award value will be converted into stock options and RSUs based on the fair market value of Trane Technologies' ordinary shares on the date the Committee approves the awards. Stock option and RSU awards generally vest ratably, one third each year, over three years from the date of grant. Annual equity awards are contingent upon your sustained performance and demonstrated leadership potential.
 - b. Performance Share Units ("PSUs"): Starting with performance year 2025, you will be eligible to receive grants under the Company's Performance Share Program ("PSP") with a target value of \$650,000. The target award value will be converted into PSUs based on the fair market value of Trane Technologies' ordinary shares on the date the Committee approves the award. PSUs are based on performance over a three-year period and settled in ordinary shares of the Company. At this time, the actual number of PSUs earned will be based on Trane Technologies' Cash Flow Return on Invested Capital ("CROIC") and Total Shareholder Return ("TSR") both relative to the S&P 500 Industrials Index over the

Trane Technologies maintains an employment-at-will policy, which means that you or the Company, for any reason or no reason, may terminate employment, and that nothing in this offer is intended to create a contract of employment for any period of time.

2025 to 2027 performance period and can range from 0% to 200% of the target number of PSUs. PSP performance goals are subject to change for future performance periods at the discretion of the Committee. For your reference, information related to the Trane Technologies Long-Term Incentive program is attached.

As a senior leader, you are subject to the Trane Technologies' share ownership requirements, which means you are required to achieve and maintain ownership of ordinary shares or share equivalents of the Company at a value of at least 3x your annual base salary. You will have a five-year period from the effective date (your date of hire) to achieve this ownership at a rate of 20% per year. An overview of the Company's share ownership requirements is also provided in the Long-Term Incentive brochure. When you consider each of the items above, your Total Annual Direct Compensation ("TDC") target is \$2,437,500.

4. To compensate for the cash-based compensation impact resulting in the move to Trane Technologies, you will be provided with a cash payment equal to \$400,000. This payment will be made as soon as administratively practicable after your start date. This cash payment is not eligible for benefits consideration. If you were to voluntarily terminate your employment or be terminated for cause within two years following your date of employment, the entire payment of \$400,000 must be repaid to Trane Technologies.

5. To compensate you for the loss of Long-Term incentives from your current employer, you will be provided with the following Trane Technologies equity-based awards. These awards will be granted to you at the first meeting of the Committee following your date of employment (anticipated to be February 4, 2025).

- Stock Options: You will be granted 3,200 stock options. These options will vest ratably, one-third each year, over a three-year period starting from the grant date.
- RSUs: You will be granted 900 RSUs. These RSUs will vest ratably, one-third each year, over a three-year period starting from the grant date.
- PSUs: For the 2024 – 2026 performance period, which will be settled in the first quarter of 2027, you will be granted 650 PSUs. The actual number of PSUs earned will be based on Trane Technologies' Cash Flow Return on Invested Capital ("CROIC") and Total Shareholder Return ("TSR") both relative to the S&P 500 Industrials Index over the applicable 3-year performance period and can range from 0% to 200% of the target number of PSUs.

6. You will be eligible to participate in all applicable qualified and non-qualified employee benefit programs offered to U.S. salaried employees of the Company in accordance with the terms and conditions of those programs. Please note that your medical, dental and life insurance coverage with the Company will commence on the first day of employment provided you elect such coverage within the allowable timeframe. For your reference, information related to Trane Technologies benefit plans is attached.

7. You will be eligible for paid vacation, which in your case is four (4) weeks. Vacation days are earned and accrued on a monthly basis each calendar year.

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8. In addition to the above, as an Officer, the following programs will be available to you:

- a. *Deferred Compensation Plan:* You will be eligible to participate in the Trane Technologies Executive Deferred Compensation Plan (“EDCP”). The EDCP gives you the opportunity to defer up to 50% of your base salary, up to 100% of your AIM award and up to 100% of your PSP award on a pretax basis (except for FICA taxes payable at the time of deferral). As a new executive, you will have 30 days from the date of your hire to make a deferral under the EDCP. Information regarding the EDCP is provided in the attached brochure.
- b. *Financial Counseling:* You will be eligible for financial and retirement counseling services through a provider of your choice. These services include tax, estate, and financial planning assistance up to \$11,000 for the first year (and final year) and up to \$9,000 for each subsequent year. The cost for these services is imputed to your annual income based upon receipts submitted for qualified services.
- c. *Executive Health:* You will be eligible for the Company’s Executive Health Program. For your reference, a summary of the Trane Technologies Executive Health Program is attached.
- d. *Executive Long-Term Disability:* You will be eligible for an enhanced Executive Long-Term Disability (“LTD”) program that covers annual incentive compensation in addition to base salary and provides greater benefit than offered in the standard group program.

9. You will be provided with a Change in Control Agreement (“CIC Agreement”), which provides economic security in the form of cash payments to the participant and enhanced coverage under certain benefit plans in the event of job loss caused by the sale of all or a substantial part of the Company. Your severance payment under a Change in Control (as defined in the CIC Agreement) would be equal to 2.5 times your base salary plus your AIM target. The actual agreement will be sent to you shortly after you begin employment.

10. Based on your role in the Company, you are restricted from transactions involving ordinary shares of Company stock (exercising options, moving in or out of ordinary shares held in company plans, or buying or selling ordinary shares on the open market) except during designated window periods. You will receive communication from the Corporate Secretary when window periods are open along with instructions on how to execute transactions.

This offer of employment is contingent on your completion of a satisfactory background check, drug screening, signing the Employee Non-Competition Agreement (attached) as well as satisfying the Conditions of Offer outlined on page 4. To accept this offer, please sign both the attached “Conditions of Offer” form and the Non-Competition Agreement and return them to Mairead Magner, SVP and Chief Human Resources Officer. Upon receipt of these documents, you will receive further instructions to complete the background investigation and drug screening.

In addition, there will be important policy information presented to you that you must agree to complete within the first (7) calendar days of your employment as well as on-line training material. The policies and training include Annual Code of Conduct, Ethics Awareness and Decision Making, Global Corruption and Bribery – What You Need to Know, and the Trane Technologies Proprietary Agreement.

Trane Technologies maintains an employment-at-will policy, which means that you or the Company, for any reason or no reason, may terminate employment, and that nothing in this offer is intended to create a contract of employment for any period of time.



Mauro, we all believe that you will make a significant contribution to the Company and look forward to you joining our Enterprise Leadership Team. If you should have any questions about the details of the various plans and benefits above, please feel free to call Mairead Magner at (704) 990-3019 or Lynn Castrataro at (732) 325-7069.

Sincerely,

David S. Regnery
Chair and Chief Executive Officer

cc: Mairead Magner
Lynn Castrataro

Attachments:
Non-Competition Agreement
AIM Brochure
Long Term Incentive Brochure
US Benefits Summary
EDCP Brochure
Executive Health Brochure

Trane Technologies maintains an employment-at-will policy, which means that you or the Company, for any reason or no reason, may terminate employment, and that nothing in this offer is intended to create a contract of employment for any period of time.



Conditions of Offer:

This offer is contingent upon the following:

1. Verification of information signed and submitted in connection with the Trane Technologies employment application.
2. Passing the required background check and drug screening. All test results will be handled in strict confidence.
3. Providing proof of identity and employment eligibility pursuant to the Immigration Reform and Control Act of 1986 within three (3) working days after the actual date you commence work. After submitting your acceptance of employment, you will be provided with instructions for completing this requirement along with a list of acceptable verification documents.
4. Understanding, agreeing, signing, and returning the Non-Competition Agreement.
5. Your acceptance and execution of this offer in the space provided below, and its receipt by Mairead Magner.

By signing this letter, you represent and warrant to Trane Technologies that you are not currently subject to any express or implied contractual obligations to any of your former employers under secrecy, non-competition or other agreements or understanding, except for any such agreements which you have disclosed to Trane Technologies prior to the date of this letter. You also represent and warrant that if you are subject to any agreements (which you have already disclosed to Trane Technologies), such agreements will not adversely affect your job performance at Trane Technologies.

Trane Technologies maintains an employment-at-will policy, which means that you or the Company, for any reason or no reason, may terminate employment, and that nothing in this offer is intended to create a contract of employment for any period of time.

CANDIDATE ACCEPTANCE

I accept your offer of employment with Trane Technologies as Senior Vice President, Chief Technology and Sustainability Officer and agree to the conditions in the offer letter.

Mauro Atalla Date

Trane Technologies maintains an employment-at-will policy, which means that you or the Company, for any reason or no reason, may terminate employment, and that nothing in this offer is intended to create a contract of employment for any period of time.

TRANE TECHNOLOGIES PLC

INSIDER TRADING POLICY

PURPOSE

Trane Technologies plc (the “Company”) has adopted this insider trading policy (this “Policy”) to promote compliance with insider trading laws by the Company and its affiliates, directors, officers, employees, agents and advisors. Insider trading laws prohibit trading in a company’s securities while in possession of material non-public information about that company. Violations of insider trading laws, inadvertent or otherwise, can result in severe civil and criminal penalties for the individuals involved, as well as for the Company and its management. Violations, or even the allegation or appearance of an improper transaction, can also damage the Company’s reputation for integrity and professionalism.

This Policy supplements, and does not supersede, the Company’s Code of Conduct, which includes provisions requiring compliance with applicable laws, including laws relating to insider trading and stock tipping.

APPLICABILITY

This Policy applies to you if you are a director, officer, employee, agent or advisor of the Company and its subsidiaries in and outside of the United States. This Policy also applies to your related persons (see definition below).

POLICY

It is the Company’s policy that you may not transact in Company securities while in the possession of material non-public information. You also may not engage in any other action to take advantage of that material non-public information or pass it on to others so that they may trade on the information. This Policy also applies to material non-public information about any other company obtained in the course of your employment or association with the Company. If you obtain material non-public information about another company, you may not transact in securities of that company, engage in any action to take advantage of that information or pass that information to others so that they may trade on the information.

Additional restrictions on trading Company securities apply to restricted persons, as discussed below.

DEFINITIONS AND EXPLANATIONS

- *Who is an “insider”?* Any person who has material non-public information is considered an insider as to that information. Insiders include Company directors, officers, employees, agents, advisors and those persons in a special relationship with the Company, such as its auditors, consultants, and outside counsel. The question of who is an insider is decided in the context of each transaction. In other words, an individual is an insider with respect to each item of material non-public information of which he or she is aware.
- *What is “material” information?* The materiality of information depends upon the circumstances. A fact is considered “material” if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold a security or where the fact is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of the Company’s business or to any type of security, debt or equity. Some examples of material information include:
 - Earnings information.
 - Changes to total Company earnings, sales or cash flow guidance.
 - Confirmation of previous Company guidance on earnings, sales or cash flow where the passage of time or the occurrence of an event has caused previous guidance to become “stale.”
 - Changes in dividend policy or capital structure.
 - A pending or proposed Company transaction, such as a merger, acquisition or sale of assets, a business or securities of another company.

TRANE TECHNOLOGIES PLC

INSIDER TRADING POLICY

- A material impairment or change in the value of the Company's assets.
- Information regarding management changes at the executive officer level (currently Senior Vice President or higher).
- Change in auditors or auditor notification that the Company may no longer rely on an auditor's report.
- Significant cybersecurity incidents or events.
- Events regarding the Company's securities — e.g., defaults on senior securities, calls of securities for redemption, repurchase plans, stock splits or changes in dividends, changes to the rights of security holders, and public or private sales of additional securities.

These examples are merely illustrations of material items. Many other types of information may be considered material depending on the circumstances. Materiality of particular information must be assessed on a case-by-case basis.

- *What is "nonpublic" information?* Information is "nonpublic" if it is not available to the general public. In order for information to be considered public, it must be widely disseminated by the Company in a manner making it generally available to investors. For example, information will be considered generally available to investors if the Company publishes it through such media as Dow Jones, Reuters Economic Services, The Wall Street Journal, Associated Press or United Press International or the Company files or furnishes the information to the U.S. Securities and Exchange Commission. The circulation of rumors, even if accurate and reported in the news media, does not constitute effective public dissemination.

Even after a public announcement of material information, a reasonable period of time must pass in order for the market to absorb and react to the information. As a general rule, information is considered non-public until the beginning of the first full trading day after the date on which the information is publicly released. For example, if the Company issues a press release disclosing material non-public information (e.g., Company earnings information) before the opening of market on Tuesday, then the first time you can transact in Company securities is the opening of market on Wednesday, assuming you are not aware of other material non-public information at that time. If the Company issues a press release disclosing material non-public information after the market closes on Tuesday, then the first time you can transact in Company securities is the opening of market on Thursday. However, this period varies depending on the type of information released, the market's expectations relating to the subject matter of the release, and the market's reaction after the information is released. As described in more detail below, additional black-out periods may be implemented with regard to certain employees or groups from time to time who are in possession of material nonpublic information regarding potentially significant matters.

- *Who is a "related person"?* A "related person" includes (a) your spouse, minor children and anyone else living in your household, (b) family members who do not live in your household but whose transactions in Company securities are directed by you or subject to your influence or control, and (c) entities whose transactions in Company securities are directed by you or subject to your influence or control, such as partnerships in which you are a general partner, trusts of which you are a trustee, and estates of which you are an executor. Although other persons, such as your parents, aunts, uncles, sisters, brothers or friends, may not be considered to be related persons if they are not living in your household and you don't influence or control their transactions in Company securities, they may be "tippees" for securities law purposes if you communicate material non-public information to them. "Tipping" is discussed below.
 - *Who is a "restricted person"?* A "restricted person" is a person designated by the Company as having regular access to material non-public information. The Company will notify you if it deems you to be a restricted person. Restricted persons are subject to additional restrictions discussed below.
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TRANE TECHNOLOGIES PLC

INSIDER TRADING POLICY

- *What does it mean to “transact” or “trade” in securities?* To transact or trade in securities includes (a) purchases or sales, including any exercise of stock options, (b) transactions in puts, calls or other derivative securities tied to a security of a company, (c) entering into a credit default swap on a company’s debt, (d) *bona fide* gifts of securities or (e) making or modifying any instructions or investment options (including under the Company’s or any other company’s 401(k) plan) that could result in any of the foregoing.

GUIDELINES

To comply with the letter and spirit of this Policy, you should observe the following rules:

- *Non-disclosure of Material Public Information.* Until material non-public information has been widely disseminated by the Company, it must not be disclosed to anyone, except the persons within the Company or third-party agents of the Company (such as advisors and outside counsel) whose positions require them to know it.
- *Prohibited Trading in Securities.* You may not transact or recommend that another person transact in Company securities when you are aware of material information about the Company that has not been released to the public. If you become aware of material non-public information about another company, including our customers, suppliers or an economically-linked company, such as a competitor, that has not been released to the public during the course of your employment or association with the Company, you may not transact, or recommend that any other person transact, in such other company’s securities. Authorities may view this as “shadow trading” of the material nonpublic information and therefore may hold such director, officer or employee liable for insider trading based on that action. These restrictions apply to all transactions, including through brokers or on-line brokerage accounts.
- *How Transactions Appear in Hindsight.* If securities transactions become the subject of scrutiny, they are likely to be viewed after the fact with the benefit of knowledge of all of the circumstances present at the time, even if you engaged in the transaction without considering these circumstances. As a result, before engaging in any transaction, you should carefully consider how the transaction may be construed with the benefit of hindsight.
- *“Tipping” Information to Others.* You may be liable for communicating or “tipping” material non-public information to any outside party (a tippee) or for recommending that the tippee transact in securities of the Company or other company based on such information. Tippees are not limited to related persons; they can be friends, neighbors or acquaintances.

Tippees inherit your duties and are liable for trading on material non-public information illegally tipped to them by you. Similarly, just as you are liable for the insider trading of your tippees, so are tippees who pass the information along to others who trade. In other words, a tippee’s liability for insider trading is no different from that of an insider. Tippees can obtain material non-public information by receiving specific tips from others or through conversations at social, business or other gatherings, among other things.

- *Avoid Speculation.* Investing in Company securities provides an opportunity to share in the future growth of the Company. However, short-range speculation based on fluctuations in the market price of Company securities may put your personal gain in conflict with the best interests of the Company and its shareholders. The Company prohibits its directors and executive officers from (i) purchasing any financial instruments designed to hedge or offset any decrease in the market value of Company securities, and (ii) engaging in any form of short-term speculative trading in Company securities. Directors and executive officers are also prohibited from holding Company
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securities in a margin account or pledging Company securities as collateral for a loan unless the Senior Vice President and General Counsel provides pre-clearance after the director or executive officer clearly demonstrates the financial capability to repay the loan without resort to the pledged securities. The Company strongly recommends that persons and their related persons subject to this Policy who are not directors or executive officers not engage in any of these activities.

ADDITIONAL RESTRICTIONS FOR RESTRICTED PERSONS

- *Restricted Persons.* Restricted persons may only transact in Company securities during open window periods, except as otherwise may be permitted under this Policy. Directors, Enterprise Leadership Team (“ELT”) members and all other elected officers may only transact during open window periods after receiving pre-clearance from the Senior Vice President, General Counsel and Secretary or his/her designee, as discussed further below.
- *Trading Window.* The period prior to the public release of the Company’s quarterly and annual financial results is a particularly sensitive period for transactions in Company securities from the perspective of insider trading. This sensitivity is due to the fact that officers, directors and certain employees will often, during these periods, possess material non-public information about the expected financial results for the quarter or year. Accordingly, if you are aware of the Company’s financial results, you may not transact in Company securities while the Company’s trading window is closed. The trading window generally opens on the morning of the business day following the issuance of the Company’s earnings release and closes at the end of the tenth business day prior to the conclusion of each fiscal quarter. Restricted persons will receive a communication from the Senior Vice President, General Counsel and Secretary announcing the opening and closing of the Company’s trading window.

The Company may also close the trading window from time to time in connection with specific material developments. In such events, the Senior Vice President, General Counsel and Secretary may notify particular individuals that they are not permitted to engage in any transactions in Company securities. If you are notified that the trading window is closed other than at the regularly scheduled time, you may not disclose this to others. Depending on the circumstances, the closing of the trading window may be announced or unannounced. If unannounced, an individual will be informed of the closure when he or she contacts the Senior Vice President, General Counsel and Secretary to seek clearance of a transaction, as described below.

Note that the restrictions imposed in connection with the closure of trading windows are in addition to the other restrictions in this Policy. Trading while a trading window is open is NOT a “safe harbor.” You continue to be restricted from transacting in Company securities while in possession of material non-public information even if the trading window is open.

- *Pre-Clearance.* Directors, ELT members and all other elected officers are required to obtain prior clearance from the Senior Vice President, General Counsel and Secretary or his/her designee before you or a related person transacts in Company securities. You will receive a communication from the Senior Vice President, General Counsel and Secretary each time the window is opening if you are required to pre-clear transactions. If the transaction is not consummated or completed on the day clearance advice is given, you or the related person must again request clearance for the transaction. Any advice will relate solely to the restraints imposed by law and will not constitute advice regarding the investment aspects of any transaction. In addition, receipt of clearance is NOT a safe harbor. You continue to be restricted from transacting in Company securities while in possession of material non-public information even if you receive pre-clearance.
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- *10b5-1 Trading Plans.* The securities laws allow a safe harbor from insider trading liability for transactions pursuant to a written trading plan (each, a “Rule 10b5-1 Plan”) that meets the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934 (the “Exchange Act”). Transactions under properly constructed Rule 10b5-1 Plans can be completed during blackout periods and at other times when the individual in question possesses material nonpublic information, and they are not subject to pre-clearance requirements. Restricted persons must obtain pre-clearance from the Senior Vice President, General Counsel and Secretary or his/her designee before entering into a Rule 10b5-1 Plan.

Securities laws prohibit (i) entry into more than one Rule 10b5-1 Plan that is designed to effectuate a single trade of securities in one transaction (known as a “single trade” plan) during any 12-month period, or (ii) maintaining more than one Rule 10b5-1 Plan at any given time if trading arrangements under such plans may occur simultaneously. These restrictions do not apply to “sell-to-cover” transactions that authorize the sale of only enough securities necessary to satisfy tax obligations arising from the vesting of a compensatory award.

All Rule 10b5-1 Plans are subject to a mandatory “cooling off” period that ends on the later of (i) 90 days after the adoption of the Rule 10b5-1 Plan or (ii) two business days following the disclosure of the Company’s financial results in a Form 10-K or Form 10-Q for the fiscal quarter in which the Rule 10b5-1 Plan was adopted.

Restricted persons must also obtain pre-clearance from the Senior Vice President, General Counsel and Secretary or his/her designee before revoking a Rule 10b5-1 Plan that was pre-cleared. A restricted person acting in good faith may amend a previously approved Rule 10b5-1 Plan so long as such amendments are made during an open trading window and at a time when the restricted person does not possess material non-public information. However, amendments that modify or change the amount, price, or timing of the purchase or sale of securities are subject to a new cooling off period pursuant to SEC rules.

- *Post-Transaction Notification Requirement Filing/Transaction Reports with the SEC.* If you are a person designated by the Company as subject to the reporting provisions and trading restrictions of Section 16 of the Exchange Act (each such person, a “Section 16(b) Person”), you are required to file reports with the U.S. Securities and Exchange Commission within two business days of any transaction involving Company securities, including any exercise of stock options or disposition of securities by *bona fide* gift. As a result, these individuals are required to report transactions promptly to the Senior Vice President, General Counsel and Secretary, so that reports can be completed and filed on a timely basis.
- *Short Swing Profits.* If you are a Section 16(b) Person, you may not both buy and sell Company securities within any six-month period. This rule applies regardless of whether the individual in question possesses any material nonpublic information.

VIOLATIONS

YOU SHOULD REMEMBER THAT YOU BEAR THE ULTIMATE RESPONSIBILITY FOR ADHERING TO THIS POLICY AND AVOIDING IMPROPER TRADING.

Securities laws impose civil and criminal fines and penalties, including imprisonment, on persons who trade in a company’s securities at a time when they have knowledge of material nonpublic information concerning that company’s securities. Insiders may also be liable for improper transactions by any tippee to whom they have disclosed material nonpublic information regarding a company or to whom they have made recommendations to transact in a company’s securities on the basis of such information, even if the

TRANE TECHNOLOGIES PLC

INSIDER TRADING POLICY

insider did not profit from the trading. In addition to any governmental action or penalty, the Company will impose appropriate disciplinary action on any director, officer or employee who violates this Policy. Such disciplinary action could include termination of employment.

QUESTIONS

Please direct any questions regarding this Policy to the Senior Vice President, General Counsel and Secretary. Any concerns about insider trading activities can be reported to the Ethics Helpline.

Updated as of January 22, 2025

LIST OF SUBSIDIARIES OF TRANE TECHNOLOGIES PLC
As of December 31, 2024

<u>Name of Subsidiary</u>	<u>Jurisdiction of Formation</u>	<u>Percent of Ownership</u>
16571689 CANADA INC.	CANADA	100%
200 PARK, INC.	SOUTH CAROLINA	100%
AIRCO LIMITED	THAILAND	48%
AL-KO AIR TECHNOLOGY (SUZHOU) CO., LTD.	CHINA	100%
AL-KO AIR TECHNOLOGY EQUIPMENT SALES (TIANJIN) CO., LTD.	CHINA	100%
AL-KO LUCHTTECHNIEK B.V.	NETHERLANDS	100%
AL-KO THERM GMBH	GERMANY	100%
ALDRICH PUMP LLC	NORTH CAROLINA	100%
ALLIANCE COMPRESSORS LLC	DELAWARE	25%
AMAIR LIMITED	THAILAND	97%
ARCTIC COOL CHILLERS LIMITED	CANADA	100%
ARO DE VENEZUELA, C.A.	VENEZUELA	100%
BEST MATIC INTERNATIONAL AB	SWEDEN	100%
BEST MATIC INTERNATIONAL LIMITED	UNITED KINGDOM	100%
BEST MATIC VERMOGENSVERWALTUNGS GMBH	GERMANY	100%
CALMAC CORP.	NEW YORK	100%
CLIMATE ETC TECHNOLOGY SERVICES PRIVATE LIMITED	INDIA	100%
CLIMATELABS LLC	NORTH CAROLINA	100%
COMPAGNIE TRANE TECHNOLOGIES SAS	FRANCE	100%
COOL ENERGY LIMITED	UNITED KINGDOM	100%

DALLAH TRANE FOR MANUFACTURING AIR CONDITIONERS	SAUDI ARABIA	49%
DIASORIN INTERNATIONAL B.V.	NETHERLANDS	100%
DIVERSIFIED LABORATORY REPAIR INC.	MARYLAND	100%
FBL ENTERPRISES INC.	CALIFORNIA	100%
FILAIRCO, INC.	PHILIPPINES	100%
FILAIRCO TECHNICAL SERVICES CO., INC.	PHILIPPINES	25%
FRIGOBLOCK GMBH	GERMANY	100%
HELMER SCIENTIFIC, LLC	INDIANA	100%
HERMANN TRANE HARRISBURG INC.	DELAWARE	100%
ICS COOL ENERGY (SAS)	FRANCE	100%
ICS COOL ENERGY AG	SWITZERLAND	100%
ICS COOL ENERGY B.V.	NETHERLANDS	100%
ICS COOL ENERGY GMBH	GERMANY	100%
ICS COOL ENERGY INVESTMENTS LIMITED	UNITED KINGDOM	100%
ICS COOL ENERGY LIMITED	UNITED KINGDOM	100%
ICS GROUP HOLDINGS LIMITED	UNITED KINGDOM	100%
INDUSTRIAL CHILL SERVICING PRIVATE LTD.	MAURITIUS	100%
INGERSOLL-RAND ZIMBABWE (PRIVATE) LIMITED	ZIMBABWE	100%
KLINGE CORPORATION	PENNSYLVANIA	100%
MAGENTA TECHNOLOGIES, LLC	DELAWARE	49%
MITSUBISHI ELECTRIC TRANE HVAC US LLC	DELAWARE	50%
MTA AUSTRALASIA PTY LTD	AUSTRALIA	100%
MTA DEUTSCHLAND GMBH	GERMANY	100%

MTA S.P.A	ITALY	100%
MTA-USA, LLC	DELAWARE	100%
MURRAY BOILER HOLDINGS LLC	DELAWARE	100%
MURRAY BOILER LLC	NORTH CAROLINA	100%
NEXIA INTELLIGENCE LLC	DELAWARE	100%
NUVOLO TECHNOLOGIES BULGARIA EOOD	BULGARIE	100%
NUVOLO TECHNOLOGIES CORPORATION	DELAWARE	100%
NUVOLO TECHNOLOGIES INDIA PRIVATE LIMITED	INDIA	100%
PERFECT PITCH, L.P.	DELAWARE	68%
PT TRANE INDONESIA	INDONESIA	100%
R&O IMMOBILIEN GMBH	GERMANY	100%
REFTRANS, S.A.	SPAIN	85%
REHSLER KUHLSYSTEME GMBH	GERMANY	100%
SHAANXI BAOCHENG AEROTECH AIR-CONDITIONING EQUIPMENT CO., LTD	CHINA	38%
SOCIÉTÉ TRANE SAS	FRANCE	100%
STANDARD COMPRESSORS INC.	DELAWARE	100%
STANDARD INDUSTRIAL MINERAL PRODUCTS CORP.	PHILIPPINES	40%
STANDARD RESOURCES AND DEVELOPMENT CORPORATION	PHILIPPINES	40%
STANDARD TRANE INSURANCE COMPANY	NORTH CAROLINA	100%
STANDARD TRANE WARRANTY COMPANY	SOUTH CAROLINA	100%
T.I. SOLUTIONS (ISRAEL) LTD.	ISRAEL	100%
TAST LIMITED	THAILAND	48%

THE IMTEAZ ALROAA COMPANY FOR GENERAL TRADE AND MAINTENANCE OF INDUSTRIAL EQUIPMENT LIMITED LIABILITY	IRAQ	100%
THERMO KING (SHANGHAI) CO., LTD.	CHINA	100%
THERMO KING CONTAINER TEMPERATURE CONTROL (SUZHOU) CORPORATION LTD.	CHINA	100%
THERMO KING CONTAINER-DENMARK A/S	DENMARK	100%
THERMO KING DE PUERTO RICO, INC.	DELAWARE	100%
THERMO KING ENTERPRISE HONG KONG LLC	DELAWARE	100%
THERMO KING JAPAN LIMITED	JAPAN	100%
THERMO KING LLC	DELAWARE	100%
THERMO KING MANUFACTURING S.R.O.	CZECHIA	100%
THERMO KING PUERTO RICO MANUFACTURA, INC.	PUERTO RICO	100%
THERMO KING RODAMIENTOS, S.L.	SPAIN	100%
THERMO KING SOUTH AFRICA (PTY) LTD.	SOUTH AFRICA	100%
THERMO KING SVC, INC.	DELAWARE	100%
THERMO KING SVERIGE AB	SWEDEN	100%
THERMO KING TRANSPORTKOELING B.V.	NETHERLANDS	100%
THERMOCOLD DISTRIBUTION S.R.L.	ITALY	100%
TK PUERTO RICO AIRE, INC.	PUERTO RICO	100%
TK PUERTO RICO COMERCIAL, INC.	PUERTO RICO	100%
TK PUERTO RICO ENSAMBLAJE, INC.	PUERTO RICO	100%
TK PUERTO RICO FABRICACION, INC.	PUERTO RICO	100%
TK PUERTO RICO LOGISTICA, INC.	PUERTO RICO	100%
TK PUERTO RICO OPERACIONES INDUSTRIALES, INC.	PUERTO RICO	100%

TK PUERTO RICO PRODUCCION, INC.	PUERTO RICO	100%
TK PUERTO RICO SOLUCIONES CLIMATICAS, INC.	PUERTO RICO	100%
TK PUERTO RICO TECNOLOGIAS, INC.	PUERTO RICO	100%
TM AIR CONDITIONING SDN. BHD.	MALAYSIA	100%
TRANE (IRELAND) LIMITED	IRELAND	100%
TRANE (SCHWEIZ) GMBH / TRANE (SUISSE) S.À.R.L.	SWITZERLAND	100%
TRANE (THAILAND) LIMITED	THAILAND	100%
TRANE AIR CONDITIONING PRODUCTS LIMITED	CAYMAN ISLANDS	100%
TRANE AIR CONDITIONING SYSTEMS (CHINA) CO. LTD.	CHINA	100%
TRANE AIR CONDITIONING SYSTEMS AND SERVICE CO., LIMITED	HONG KONG	100%
TRANE AIR CONDITIONING TECHNOLOGIES (SHANGHAI) CO., LTD	CHINA	100%
TRANE AIRCONDITIONING PTE. LTD.	SINGAPORE	100%
TRANE AIRE ACONDICIONADO S.L.	SPAIN	100%
TRANE BERMUDA LTD.	BERMUDA	100%
TRANE BRANDS, INC.	DELAWARE	100%
TRANE BUFORD LLC	DELAWARE	100%
TRANE BV	BELGIUM	100%
TRANE CANADA ULC	CANADA	100%
TRANE CENTRAL AMERICA, INC.	DELAWARE	100%
TRANE CHINA HOLDINGS LIMITED	CAYMAN ISLANDS	100%
TRANE CLIMATE MANUFACTURING S.R.L.	ITALY	100%
TRANE CR SPOL SRO.	CZECHIA	100%
TRANE CROATIA D.O.O. ZA TRGOVINU	CROATIA	100%

TRANE DE ARGENTINA S.A.	ARGENTINA	100%
TRANE DE CHILE S.A.	CHILE	100%
TRANE DE COLOMBIA S.A.	COLOMBIA	100%
TRANE DEUTSCHLAND GMBH	GERMANY	100%
TRANE DISTRIBUTION PTE LTD	SINGAPORE	100%
TRANE DO BRASIL INDÚSTRIA E COMÉRCIO DE PRODUCTOS PARA CONDICIONAMENTO DE AR LTDA.	BRAZIL	100%
TRANE DOMINICANA, S.R.L.	DOMINICAN REPUBLIC	100%
TRANE EGYPT LLC	EGYPT	99%
TRANE EUROPE HOLDINGS B.V.	NETHERLANDS	100%
TRANE EXPORT LLC	DELAWARE	100%
TRANE FINANCE SRL	BELGIUM	100%
TRANE FRANCE SAS	FRANCE	100%
TRANE GMBH	AUSTRIA	100%
TRANE HELLAS S.A.	GREECE	100%
TRANE HOLDING LIMITED	DELAWARE	100%
TRANE HOLDINGS COMPANY YK	JAPAN	100%
TRANE HUNGARY KFT	HUNGARY	100%
TRANE INC.	DELAWARE	100%
TRANE INC. OF DELAWARE	DELAWARE	100%
TRANE INDIA LTD.	DELAWARE	100%
TRANE INTERNATIONAL INC.	DELAWARE	100%
TRANE INVESTMENTS CANADA INC.	CANADA	100%
TRANE IP INC.	DELAWARE	100%
TRANE ITALIA S.R.L	ITALY	100%

TRANE JAPAN, LTD.	JAPAN	100%
TRANE KLIMA TICARET AS	TURKEY	100%
TRANE KOREA, INC.	KOREA, REPUBLIC OF	100%
TRANE KUWAIT AIRCONDITIONING CO WLL	KUWAIT	49%
TRANE MALAYSIA SALES & SERVICES SDN. BHD.	MALAYSIA	100%
TRANE MAROC S.A.R.L.AU	MOROCCO	100%
TRANE NETHERLANDS B.V.	NETHERLANDS	100%
TRANE POLAND SP. Z O.O.	POLAND	100%
TRANE PORTUGAL	PORTUGAL	100%
TRANE PUERTO RICO LLC	DELAWARE	100%
TRANE QATAR LLC	QATAR	49%
TRANE ROMANIA S.R.L.	ROMANIA	100%
TRANE S.A.	SWITZERLAND	100%
TRANE S.A.E.	EGYPT	100%
TRANE SERVICES LIMITED	UNITED KINGDOM	100%
TRANE SINGAPORE ENTERPRISES PTE. LTD.	SINGAPORE	100%
TRANE SPC	OMAN	100%
TRANE SWEDEN AB	SWEDEN	100%
TRANE SYSTEMS SOLUTIONS OF PANAMA, INC.	PANAMA	100%
TRANE TAIWAN DISTRIBUTION LTD.	TAIWAN, PROVINCE OF CHINA	100%
TRANE TECHNOLOGIES AMERICAS HOLDING CORPORATION	DELAWARE	100%
TRANE TECHNOLOGIES (CHINA) CO., LTD	CHINA	100%

TRANE TECHNOLOGIES CHARITABLE FOUNDATION	DELAWARE	100%
TRANE TECHNOLOGIES COMPANY LLC	DELAWARE	100%
TRANE TECHNOLOGIES COSTA RICA SOCIEDAD ANONIMA	COSTA RICA	100%
TRANE TECHNOLOGIES EUROPEAN HOLDING COMPANY B.V.	NETHERLANDS	100%
TRANE TECHNOLOGIES FINANCIAL SERVICES CORPORATION	DELAWARE	100%
TRANE TECHNOLOGIES FINANCING LIMITED	IRELAND	100%
TRANE TECHNOLOGIES FUNDING LTD.	BERMUDA	100%
TRANE TECHNOLOGIES GLOBAL HOLDING II COMPANY LIMITED	DELAWARE	100%
TRANE TECHNOLOGIES GMBH	GERMANY	100%
TRANE TECHNOLOGIES HOLDCO INC.	DELAWARE	100%
TRANE TECHNOLOGIES HOLDINGS B.V.	NETHERLANDS	100%
TRANE TECHNOLOGIES INDIA PRIVATE LIMITED	INDIA	100%
TRANE TECHNOLOGIES INDÚSTRIA, COMÉRCIO E SERVIÇOS DE AR-CONDICIONADO LTDA.	BRAZIL	100%
TRANE TECHNOLOGIES INTERNATIONAL FINANCE LIMITED	IRELAND	100%
TRANE TECHNOLOGIES INTERNATIONAL LIMITED	IRELAND	100%
TRANE TECHNOLOGIES INVESTMENTS NETHERLANDS B.V.	NETHERLANDS	100%
TRANE TECHNOLOGIES IRISH CAPITAL HOLDINGS UNLIMITED COMPANY	IRELAND	100%
TRANE TECHNOLOGIES IRISH HOLDINGS UNLIMITED COMPANY	IRELAND	100%
TRANE TECHNOLOGIES IRISH INVESTMENTS LIMITED	IRELAND	100%

TRANE TECHNOLOGIES LATIN AMERICA B.V.	NETHERLANDS	100%
TRANE TECHNOLOGIES LATIN AMERICA, S. DE R.L. DE C.V.	MEXICO	100%
TRANE TECHNOLOGIES LIFE SCIENCES LLC	DELAWARE	100%
TRANE TECHNOLOGIES LUX EURO III FINANCING S.À R.L.	LUXEMBOURG	100%
TRANE TECHNOLOGIES LUX INTERNATIONAL HOLDING COMPANY S.À R.L.	LUXEMBOURG	100%
TRANE TECHNOLOGIES MANUFACTURA, S. DE R.L DE C.V.	MEXICO	100%
TRANE TECHNOLOGIES MANUFACTURING LLC	DELAWARE	100%
TRANE TECHNOLOGIES PANAMA 1 INTERNATIONAL S. DE R.L.	PANAMA	100%
TRANE TECHNOLOGIES PANAMA 2 INTERNATIONAL S. DE R.L.	PANAMA	100%
TRANE TECHNOLOGIES PERU S.A.C.	PERU	100%
TRANE TECHNOLOGIES RUS LLC	RUSSIAN FEDERATION	100%
TRANE TECHNOLOGIES S.A.	SWITZERLAND	100%
TRANE TECHNOLOGIES SALES COMPANY, LLC	DELAWARE	100%
TRANE TECHNOLOGIES S.R.O.	CZECHIA	100%
TRANE THERMO KING (SHANGHAI) ENTERPRISE MANAGEMENT CO., LTD.	CHINA	100%
TRANE THERMO KING PTY. LTD.	AUSTRALIA	100%
TRANE UK LIMITED	UNITED KINGDOM	100%
TRANE U.S. INC.	DELAWARE	100%
TRANE VIETNAM SERVICES COMPANY LIMITED	VIETNAM	100%
TRANE, S.A. DE C.V.	MEXICO	100%
TRICOOL THERMAL LIMITED	UNITED KINGDOM	100%

TSI ANSTALT LTD.	LIECHTENSTEIN	100%
TUI HOLDINGS INC.	DELAWARE	100%
TWENTYTHREEC, LLC	DELAWARE	65%
TYS LIMITED	HONG KONG	50%

List of Guarantors and Subsidiary Issuers of Guaranteed Securities

Trane Technologies plc (Plc or Parent Company) and certain of its 100% directly or indirectly owned subsidiaries provide guarantees of public debt issued by other 100% directly or indirectly owned subsidiaries of Plc. The following table shows our guarantor relationships as of December 31, 2024:

Parent, issuer or guarantors	Notes issued	Notes guaranteed
Trane Technologies plc (Plc)	None	All registered notes and debentures
Trane Technologies Irish Holdings Unlimited Company (TT Holdings)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Global Holding II Company (TT Global II)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Lux International Holding Company S.à.r.l. (TT International)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Americas Holding Corporation (TT Americas)	None	All notes issued by TTFL and TTC HoldCo
Trane Technologies Financing Limited (TTFL)	3.500% Senior Notes due 2026 3.800% Senior Notes due 2029 5.250% Senior Notes due 2033 5.100% Senior Notes due 2034 4.650% Senior Notes due 2044 4.500% Senior Notes due 2049	All notes and debentures issued by TTC HoldCo and TTC
Trane Technologies HoldCo Inc. (TTC HoldCo)	3.750% Senior Notes due 2028 5.750% Senior Notes due 2043 4.300% Senior Notes due 2048	All notes issued by TTFL
Trane Technologies Company LLC (TTC)	7.200% Debentures due 2025 6.480% Debentures due 2025 Puttable debentures due 2027-2028	All notes issued by TTFL and TTC HoldCo

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-279005) and Form S-8 (Nos. 333-206494, 333-225575, 333-189446, 333-185429, 333-185428, 333-151607-99, 333-149537-99, 333-149396-99, 333-143716-99, 333-130047-99, 333-42133-99, 333-19445-99 and 333-67257-99) of Trane Technologies plc of our report dated February 6, 2025 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Charlotte, North Carolina
February 6, 2025

CERTIFICATION

I, David S. Regnery, certify that:

1. I have reviewed the Annual Report on Form 10-K of Trane Technologies plc for the year ended December 31, 2024;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 6, 2025

/s/ David S. Regnery

David S. Regnery

Principal Executive Officer

CERTIFICATION

I, Christopher J. Kuehn, certify that:

1. I have reviewed the Annual Report on Form 10-K of Trane Technologies plc for the year ended December 31, 2024;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 6, 2025

/s/ Christopher J. Kuehn

Christopher J. Kuehn
Principal Financial Officer

Section 1350 Certifications
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of Trane Technologies plc (the Company), does hereby certify that to our knowledge:

The Annual Report on Form 10-K for the year ended December 31, 2024 (the Form 10-K) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David S. Regnery

David S. Regnery
Principal Executive Officer
February 6, 2025

/s/ Christopher J. Kuehn

Christopher J. Kuehn
Principal Financial Officer
February 6, 2025

Clawback/Recoupment Policy:

1. **Statement of Policy.** To further align the interests of its employees and its shareholders, Trane Technologies plc (the “*Company*”) has implemented a claw-back/recoupment policy to ensure the recovery of incentive-based compensation and other equity-based awards, including where required by applicable law due to a required Accounting Restatement in accordance with the compensation recovery requirements set forth in Section 10D of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), as added by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the listing standards of The New York Stock Exchange (“*NYSE*”), or in the event of reputational or financial harm to the Company caused by the misconduct of a current or former employee.
2. **Administration.** This Policy shall be administered by the Human Resources and Compensation Committee of the Board of Directors (the “*Board*”) of the Company (the “*HRCC*”). Any determinations made by the HRCC shall be final and binding on all affected individuals.
3. **Operation.**
 - a. Mandatory Recoupment - In the event of an Accounting Restatement due to the Company’s material non-compliance with any financial reporting requirement under U.S. federal securities laws, then the Company shall, subject to Section 4 of this Policy, by using prompt and reasonable efforts, recover from each current or former Executive Officer, all Excessive Incentive-Based Compensation received by such Executive Officer during the Clawback Period. Each Executive Officer shall repay, or establish a payment plan satisfactory to the Company, any Excessive Incentive Compensation within thirty (30) days of a written request from the Company seeking such repayment. To the extent that the Executive Officer either cannot repay or chooses not to effect repayment to the Company pursuant to the preceding sentence, repayment of Excessive Incentive Compensation may be accomplished by offsetting amounts owed by the Company to the Executive Officer, including cancellation of outstanding cash incentive and/or equity awards, and recovering any other compensation paid or payable to such Executive Officer as permitted by law.
 - b. Discretionary Recoupment - In the event the HRCC determines that any current or former employee has committed Misconduct that resulted in, or could potentially result in, any form of reputational or financial harm to the Company, the HRCC may, in its sole discretion and to the extent allowable by law, direct the Company to recover all or any portion of any cash or equity based performance incentives or equity-based awards previously paid to, or earned by, such current or former employee during any period attributable to Misconduct. In such event, each current or former employee who has been determined by the HRCC to have committed Misconduct shall repay, or establish a payment plan satisfactory to the Company, of the cash or equity-based performance incentives or equity-based awards previously received by such individual within thirty (30) days of a written request from the Company seeking repayment. To the extent that the current or

former employee either cannot repay or chooses not to effect repayment to the Company pursuant to this paragraph, repayment may be accomplished by offsetting amounts owed by the Company to such current or former officer, including cancellation of outstanding cash incentive and/or equity awards, and recovering any other compensation paid or payable as permitted by law.

- c. Notwithstanding the foregoing, there shall be no duplication of recovery under this Policy and any of 15 U.S.C. Section 7243 (Section 304 of The Sarbanes-Oxley Act of 2002) or Section 10D of the Exchange Act. Furthermore, in no event shall the Company indemnify, or create any arrangement to indemnify, any current or former Executive Officer or employee against the loss associated with recovery of Excessive Incentive-Based Compensation under this Policy.
- d. To the extent that a current or former Executive Officer or employee fails to repay all Excessive Incentive-Based Compensation to the Company when due (as determined in accordance with this Section 3), the Company shall take all actions reasonable and appropriate to recover such Excessive Incentive-Based Compensation from such current or former Executive Officer or employee. Such Executive Officer or employee shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Excessive Incentive-Based Compensation in accordance with the immediately preceding sentence.
- e. The Company shall file all disclosures with respect to this Policy in accordance with the requirement of the U.S. federal securities laws, including the disclosure required by the applicable SEC filings.

4. Exceptions

The Company shall not be required to recover all or a portion of any Excessive Incentive-Based Compensation as prescribed in Section 3(a) of this Policy if one or more of the following conditions are met and, as a result, the HRCC determines that recovery would be impracticable:

- a. The direct expenses paid to a third party to assist in enforcing the Policy against a current or former Executive Officer would exceed the amount to be recovered, after the Company has (i) made a reasonable attempt to recover the Excessive Incentive-Based Compensation; (ii) documented such attempts to recover the Excessive Incentive-Based Compensation; and (iii) in the event of a proposed recovery from an Executive Officer, provided such documentation to NYSE;
- b. Recovery would violate home country law where that law was adopted prior to November 28, 2022, provided that, before determining that it would be impracticable to recover any amount of Excessive Incentive-Based Compensation based on violation of home country law, the Company has obtained an opinion of home country counsel, acceptable to NYSE, that recovery would result in such a violation and a copy of the opinion is provided to NYSE; or

- c. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

5. **Definitions.** For purposes of this Policy, the following terms have the meanings indicated, in addition to any other terms defined herein:

- a. **“Accounting Restatement”** means an accounting restatement of the Company’s financial statements due to the Company’s material noncompliance with any financial reporting requirement under the securities laws, including (i) any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or (ii) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.. Accounting Restatement does not include an accounting restatement due to a change in accounting policies or principles.
- b. **“Clawback Period”** means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date and any transition period (that results from a change in the Company’s fiscal year) of less than nine months within or immediately following those three completed fiscal years.
- c. **“Excessive Incentive-Based Compensation”** means the amount of Incentive-Based Compensation received (actual or deemed even if payment or grant of the Incentive-Based Compensation occurs after the end of that period) on or after October 2, 2023 by a current or former Executive Officer that exceeds the amount of Incentive-Based Compensation that otherwise would have been received by such current or former Executive Officer had it been determined based on the Accounting Restatement, computed without regard to taxes paid. Incentive-Based Compensation is deemed to be received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of such Incentive-Based Compensation occurs after the end of that period. For Incentive-Based Compensation based on Total Shareholder Return or stock price, where the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount shall be based on a reasonable estimate of the effect of the Accounting Restatement on the applicable measure (in which case, the Company shall maintain documentation of such determination of that reasonable estimate and provide such documentation to NYSE). In no event shall Excessive Incentive-Based Compensation include any compensation made by the Company into tax- qualified retirement plans within the meaning of 26 U.S.C. § 401(a).
- d. **“Executive Officer”** means the Company’s president, principal financial officer, principal accounting officer (or if there is no principal accounting officer, the controller), any vice- president in charge of a principal business unit, division or

function (such as sales, administration, or finance), any other officer who performs a policy-making function for the Company, or any other person who performs similar policy-making functions for the Company, as determined by the HRCC in accordance with federal securities laws, SEC rules or the rules of any national securities exchange or national securities association on which the Company's securities are listed. Identification of an executive officer for purposes of this Policy includes at a minimum executive officers identified pursuant to 17 C.F.R. 229.401(b). For avoidance of doubt, recovery of Incentive-Based Compensation received by an Executive Officer shall only apply to that portion of Incentive-Based Compensation received by such Executive Officer (i) after beginning service as an Executive Officer, (ii) if that person served as an Executive Officer at any time during the recovery period (as determined in accordance with 17 CFR 240.10D-1(b)(1)(ii)(B)), and (iii) while the issuer has a class of securities listed on a national securities exchange or a national securities association (in accordance with 17 CFR 240.10D-1(b)(1)(i)(C)).

- e. ***Financial Reporting Measures*** are measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures. Financial Reporting Measures include stock price and total shareholder return. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the U.S. Securities and Exchange Commission.
- f. ***"Incentive-Based Compensation"*** means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of any Financial Reporting Measure including, without limitation and by way of example: (i) the annual or other short-term incentive awards granted or earned based on the degree of achievement of one or more Financial Reporting Measures under the Company's annual or short-term cash incentive compensation programs; (ii) the stock options granted or vested under the Company's long-term incentive and/or equity programs; (iii) the performance share units or other performance-based awards (plus any amount attributable to such awards) granted or earned based on the degree of achievement of one or more Financial Reporting Measures under the Company's long-term incentive and/or equity programs; and (iv) any other incentive-based compensation granted or earned based on the degree of achievement of one or more Financial Reporting Measures pursuant to an "incentive plan," as such term is defined for purposes of Regulation S-K under the Exchange Act; plus any shares of stock issued under, and/or any other benefit reasonably related to, such compensation. Incentive-Based Compensation does not include: (i) bonuses paid solely at the discretion of the Board or the HRCC that are not paid from a bonus pool that is determined by satisfying a Financial Reporting Measure performance goal or solely upon satisfying one or more subjective standards and/or completion of a specified employment period, (ii) non-equity incentive plan awards earned solely upon satisfying one or more strategic or operational measures, or (iii) equity awards not contingent upon achieving any Financial Reporting Measure performance goal and vesting is

contingent solely upon the completion of a specified employment period and/or attaining one or more non-Financial Reporting Measures.

- g. “**Misconduct**” means any action or omission that (i) involves willful malfeasance or willful gross negligence having a demonstrable adverse effect on the Company or any of its affiliates; (ii) results in the employee being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any non-U.S. jurisdiction); or (iii) constitutes a material violation of the Company’s code of conduct.
- h. “**Restatement Date**” means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date of court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

Adopted December 6, 2024.

Clawback/Recoupment Policy:

1. **Statement of Policy.** To further align the interests of its employees and its shareholders, Trane Technologies Financing Limited (the “**Company**”) has implemented a claw-back/recoupment policy to ensure the recovery of incentive-based compensation and other equity-based awards, including where required by applicable law due to a required Accounting Restatement in accordance with the compensation recovery requirements set forth in Section 10D of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), as added by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the listing standards of The New York Stock Exchange (“**NYSE**”), or in the event of reputational or financial harm to the Company caused by the misconduct of a current or former employee.
 2. **Administration.** This Policy shall be administered by the Board of Directors of the Company (the “**Board**”). Any determinations made by the Board shall be final and binding on all affected individuals.
 3. **Operation.**
 - a. **Mandatory Recoupment** - In the event of an Accounting Restatement due to the Company’s material non-compliance with any financial reporting requirement under U.S. federal securities laws, then the Company shall, subject to Section 4 of this Policy, by using prompt and reasonable efforts, recover from each current or former Executive Officer, all Excessive Incentive-Based Compensation received by such Executive Officer during the Clawback Period. Each Executive Officer shall repay, or establish a payment plan satisfactory to the Company, any Excessive Incentive Compensation within thirty (30) days of a written request from the Company seeking such repayment. To the extent that the Executive Officer either cannot repay or chooses not to effect repayment to the Company pursuant to the preceding sentence, repayment of Excessive Incentive Compensation may be accomplished by offsetting amounts owed by the Company to the Executive Officer, including cancellation of outstanding cash incentive and/or equity awards, and recovering any other compensation paid or payable to such Executive Officer as permitted by law.
 - b. **Discretionary Recoupment** - In the event the Board determines that any current or former employee has committed Misconduct that resulted in, or could potentially result in, any form of reputational or financial harm to the Company, the Board may, in its sole discretion and to the extent allowable by law, direct the Company to recover all or any portion of any cash or equity based performance incentives or equity-based awards previously paid to, or earned by, such current or former employee during any period attributable to Misconduct. In such event, each current or former employee who has been determined by the Board to have committed Misconduct shall repay, or establish a payment plan satisfactory to the Company, of the cash or equity-based performance incentives or equity-based awards previously received by such individual within thirty (30) days of a written request from the Company seeking repayment. To the extent that the current or former employee either cannot repay or chooses not to effect repayment to the Company pursuant to this paragraph, repayment may be accomplished by offsetting amounts owed by the Company to such current or former officer, including cancellation of outstanding cash incentive and/or equity awards, and recovering any other compensation paid or payable as permitted by law.
 - c. Notwithstanding the foregoing, there shall be no duplication of recovery under this Policy and any of 15 U.S.C. Section 7243 (Section 304 of The Sarbanes-Oxley Act of 2002) or Section 10D of the Exchange Act. Furthermore, in no
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event shall the Company indemnify, or create any arrangement to indemnify, any current or former Executive Officer or employee against the loss associated with recovery of Excessive Incentive-Based Compensation under this Policy.

- d. To the extent that a current or former Executive Officer or employee fails to repay all Excessive Incentive-Based Compensation to the Company when due (as determined in accordance with this Section 3), the Company shall take all actions reasonable and appropriate to recover such Excessive Incentive-Based Compensation from such current or former Executive Officer or employee. Such Executive Officer or employee shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Excessive Incentive-Based Compensation in accordance with the immediately preceding sentence.
- e. The Company shall file all disclosures with respect to this Policy in accordance with the requirement of the U.S. federal securities laws, including the disclosure required by the applicable SEC filings.

4. *Exceptions*

The Company shall not be required to recover all or a portion of any Excessive Incentive-Based Compensation as prescribed in Section 3(a) of this Policy if one or more of the following conditions are met and, as a result, the Board determines that recovery would be impracticable:

- a. The direct expenses paid to a third party to assist in enforcing the Policy against a current or former Executive Officer would exceed the amount to be recovered, after the Company has (i) made a reasonable attempt to recover the Excessive Incentive-Based Compensation; (ii) documented such attempts to recover the Excessive Incentive-Based Compensation; and (iii) in the event of a proposed recovery from an Executive Officer, provided such documentation to NYSE;
- b. Recovery would violate home country law where that law was adopted prior to November 28, 2022, provided that, before determining that it would be impracticable to recover any amount of Excessive Incentive-Based Compensation based on violation of home country law, the Company has obtained an opinion of home country counsel, acceptable to NYSE, that recovery would result in such a violation and a copy of the opinion is provided to NYSE; or
- c. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

5. *Definitions.* For purposes of this Policy, the following terms have the meanings indicated, in addition to any other terms defined herein:

- a. ***“Accounting Restatement”*** means the result of the process of revising previously issued financial statements to reflect the correction of one or more errors that are material to those financial statements. Accounting Restatement does not include an accounting restatement due to a change in accounting policies or principles.
 - b. ***“Clawback Period”*** means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date and any transition period (that results from a change in the Company’s fiscal year) of less than nine months within or immediately following those three completed fiscal years.
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- c. ***“Excessive Incentive-Based Compensation”*** means the amount of Incentive-Based Compensation received (actual or deemed even if payment or grant of the Incentive-Based Compensation occurs after the end of that period) on or after October 2, 2023 by a current or former Executive Officer that exceeds the amount of Incentive-Based Compensation that otherwise would have been received by such current or former Executive Officer had it been determined based on the Accounting Restatement, computed without regard to taxes paid. For Incentive-Based Compensation based on Total Shareholder Return or stock price, where the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount shall be based on a reasonable estimate of the effect of the Accounting Restatement on the applicable measure (in which case, the Company shall maintain documentation of such determination of that reasonable estimate and provide such documentation to NYSE). In no event shall Excessive Incentive-Based Compensation include any compensation made by the Company into tax-qualified retirement plans within the meaning of 26 U.S.C. § 401(a).
- d. ***“Executive Officer”*** means the Company’s president, principal financial officer, principal accounting officer (or if there is no principal accounting officer, the controller), any vice-president in charge of a principal business unit, division or function (such as sales, administration, or finance), any other officer who performs a policy-making function for the Company, or any other person who performs similar policy-making functions for the Company, as determined by the Board in accordance with federal securities laws, SEC rules or the rules of any national securities exchange or national securities association on which the Company’s securities are listed. Identification of an executive officer for purposes of this Policy includes at a minimum executive officers identified pursuant to 17 C.F.R. 229.401(b). For avoidance of doubt, recovery of Incentive-Based Compensation received by an Executive Officer shall only apply to that portion of Incentive-Based Compensation received by such Executive Officer (i) after beginning service as an Executive Officer and (ii) if that person served as an Executive Officer at any time during the recovery period (as determined in accordance with 17 CFR 240.10D-1(b)(1)(ii)(B)).
- e. ***“Incentive-Based Compensation”*** means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of any financial reporting measure including, without limitation and by way of example: (i) the annual or other short-term incentive awards granted or earned based on the degree of achievement of one or more financial reporting measures under the Company’s annual or short-term cash incentive compensation programs; (ii) the stock options granted or vested under the Company’s long-term incentive and/or equity programs; (iii) the performance share units or other performance-based awards (plus any amount attributable to such awards) granted or earned based on the degree of achievement of one or more financial reporting measures under the Company’s long-term incentive and/or equity programs; and (iv) any other incentive-based compensation granted or earned based on the degree of achievement of one or more financial reporting measures pursuant to an “incentive plan,” as such term is defined for purposes of Regulation S-K under the Exchange Act; plus any shares of stock issued under, and/or any other benefit reasonably related to, such compensation. Incentive-Based Compensation does not include: (i) bonuses paid solely at the discretion of the Board that are not paid from a bonus pool that is determined by satisfying a financial reporting measure performance goal or solely upon satisfying one or more subjective standards and/or completion of a specified employment period, (ii) non-equity incentive plan awards earned solely upon satisfying one or more strategic or operational
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measures, or (iii) equity awards not contingent upon achieving any financial reporting measure performance goal and vesting is contingent solely upon the completion of a specified employment period and/or attaining one or more non-financial reporting measures.

- f. “**Misconduct**” means any action or omission that (i) involves willful malfeasance or willful gross negligence having a demonstrable adverse effect on the Company or any of its affiliates; (ii) results in the employee being convicted of a felony under the laws of the United States or any state or district (or the equivalent in any non-U.S. jurisdiction); or (iii) constitutes a material violation of the Company’s code of conduct.
- g. “**Restatement Date**” means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date of court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

Adopted December 6, 2024.