

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

☒ 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
Commission File Number 1-3610

HOWMET AEROSPACE INC.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

25-0317820
(I.R.S. Employer Identification No.)

201 Isabella Street, Suite 200, Pittsburgh, Pennsylvania 15212-5872
(Address of principal executive offices) (Zip code)

Investor Relations----- (412) 553-1950
Office of the Secretary----- (412) 553-1940
(Registrant's telephone numbers, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$1.00 per share	HWM	New York Stock Exchange
\$3.75 Cumulative Preferred Stock, par value \$100.00 per share	HWM PR	NYSE American

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 Exchange 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, 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, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐
Smaller reporting company ☐ Emerging growth company ☐

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

Indicate by check mark whether the registrant 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. ☒

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 Exchange Act). Yes ☐ No ☒

The aggregate market value of the outstanding common stock, other than shares held by persons who may be deemed affiliates of the registrant, as of the last business day of the registrant's most recently completed second fiscal quarter was approximately \$31 billion. As of February 10, 2025, there were 405,022,519 shares of common stock, par value \$1.00 per share, of the registrant outstanding.

Documents incorporated by reference.

Part III of this Form 10-K incorporates by reference certain information from the registrant's definitive Proxy Statement for its 2025 Annual Meeting of Shareholders to be filed pursuant to Regulation 14A (Proxy Statement).

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Note on Incorporation by Reference

In this Form 10-K, selected items of information and data are incorporated by reference to portions of Howmet Aerospace Inc.’s definitive proxy statement for its 2025 Annual Meeting of Shareholders (the “Proxy Statement”), which we expect to file with the Securities and Exchange Commission within 120 days after Howmet Aerospace Inc.’s fiscal year ended December 31, 2024. Unless otherwise provided herein, any reference in this report to disclosures in the Proxy Statement shall constitute incorporation by reference of only that specific disclosure into this Form 10-K.

Forward-Looking Statements

This report contains (and oral communications made by Howmet Aerospace Inc. (“Howmet”) may contain) statements that relate to future events and expectations and, as such, constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include those containing such words as “anticipates”, “believes”, “could”, “estimates”, “expects”, “forecasts”, “goal”, “guidance”, “intends”, “may”, “outlook”, “plans”, “projects”, “seeks”, “sees”, “should”, “targets”, “will”, “would”, or other words of similar meaning. All statements that reflect Howmet’s expectations, assumptions or projections about the future, other than statements of historical fact, are forward-looking statements, including, without limitation, statements, forecasts and outlook relating to the condition of end markets; future financial results, operating performance, or estimated or expected future capital expenditures; future strategic actions; Howmet’s strategies, outlook, and business and financial prospects; and any future dividends, debt issuances, debt reduction and repurchases of its common stock. These statements reflect beliefs and assumptions that are based on Howmet’s perception of historical trends, current conditions and expected future developments, as well as other factors Howmet believes are appropriate in the circumstances. Although Howmet believes that the expectations reflected in any forward-looking statements are based on reasonable assumptions, it can give no assurance that these expectations will be attained, and it is possible that actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks, uncertainties, and changes in circumstances that are difficult to predict. For a discussion of some of the specific factors that may cause Howmet’s actual results to differ materially from those projected in any forward-looking statements, see the following sections of this report: [Part I, Item 1A](#) (Risk Factors), [Part II, Item 7](#) (Management’s Discussion and Analysis of Financial Condition and Results of Operations), including the disclosures under Segment Information and Critical Accounting Policies and Estimates, and [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#). Market projections are subject to the risks discussed in this report and other risks in the market. Credit ratings are not a recommendation to buy or hold any Howmet securities, and they may be revised or revoked at any time at the sole discretion of the credit rating organizations. The statements in this report are made as of the date of the filing of this report. Howmet disclaims any intention or obligation to update publicly any forward-looking statements, whether in response to new information, future events or otherwise, except as required by applicable law.

PART I

Item 1. Business.

General

Howmet Aerospace Inc. is a Delaware corporation with its principal office in Pittsburgh, Pennsylvania. In this report, unless the context otherwise requires, “Howmet”, the “Company”, “we”, “us”, and “our” refer to Howmet Aerospace Inc. and its consolidated subsidiaries.

The Company’s Internet address is <https://www.howmet.com>. Howmet makes available free of charge on or through its website its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as well as proxy statements, as soon as reasonably practicable after the Company electronically files such material with, or furnishes it to, the Securities and Exchange Commission (“SEC”). The Company’s website is included in this annual report on Form 10-K as an inactive textual reference only. The information on, or accessible through, the Company’s website is not a part of, or incorporated by reference in, this annual report on Form 10-K. The SEC maintains an Internet site that contains these reports at <https://www.sec.gov>.

Background

As described below, Howmet Aerospace Inc. was previously named Arconic Inc. and, prior to that, Alcoa Inc., a company formed in 1888.

The Arconic Inc. Separation Transaction. On April 1, 2020, Arconic Inc. separated its businesses (the “Arconic Inc. Separation Transaction”) into two independent, publicly traded companies: Howmet Aerospace Inc. (the new name for Arconic Inc.) and Arconic Corporation. Following this separation, Howmet retained the Engine Products, Fastening Systems, Engineered Structures, and Forged Wheels businesses; and its prior Rolled Products, Aluminum Extrusions, and Building and Construction Systems businesses were spun-off to Arconic Corporation. In connection with the Arconic Inc. Separation Transaction, Howmet and Arconic Corporation entered into several agreements that govern their post-separation relationship.

The 2017 Reincorporation in Delaware. On December 31, 2017, Arconic Inc., then a Pennsylvania corporation, changed its jurisdiction of incorporation from Pennsylvania to Delaware.

The Alcoa Inc. Separation Transaction. On November 1, 2016, Alcoa Inc. completed the separation of its businesses (the “Alcoa Inc. Separation Transaction”) into two independent, publicly traded companies: Arconic Inc. (the new name for Alcoa Inc., which, through the transactions described above, later became Howmet Aerospace Inc.) and Alcoa Corporation. Following this separation, the Company retained the Engineered Products and Solutions, Global Rolled Products, and Transportation and Construction Solutions businesses. In connection with the Alcoa Inc. Separation Transaction, the two companies entered into several agreements that govern their post-separation relationship.

Overview

Howmet is a leading global provider of advanced engineered solutions for the aerospace and transportation industries. The Company’s primary businesses focus on jet engine components, aerospace fastening systems, and airframe structural components necessary for mission-critical performance and efficiency in aerospace and defense applications, as well as forged aluminum wheels for commercial transportation. Howmet’s technological capabilities support the innovation and growth of next-generation aerospace programs. Its differentiated technologies enable lighter, more fuel-efficient aircraft and commercial trucks to operate with a lower carbon footprint and support more sustainable air and ground transportation.

Howmet is a global company operating in 19 countries. Based upon the country where the point of shipment occurred, North America and Europe generated 71% and 23%, respectively, of Howmet’s sales in 2024. In addition to the United States, Canada, and Mexico in North America and France, United Kingdom, Hungary, and Germany in Europe, Howmet has operating activities in numerous other countries and regions, including Japan and China.

Description of the Business

The Company produces products that are used primarily in the aerospace (commercial and defense), commercial transportation, and industrial and other markets. Howmet seeks to provide its customers with innovative solutions through offering differentiated products such as airfoils with advanced cooling and coatings for extreme temperature applications; specially-designed fasteners for lightweight composite airframe construction, reduced assembly costs, and lightning strike protection; and lightweight aluminum commercial wheels. Its products and solutions include investment castings for jet engines and industrial gas turbines (nickel superalloys, titanium, and aluminum), including airfoils and structural parts; seamless rolled rings for jet engines (mostly nickel superalloys); fastening systems for aerospace, industrial and commercial transportation applications (titanium, steel, and nickel superalloys); forged jet engine components (e.g., jet engine disks); machined and forged aircraft parts (titanium and aluminum); and forged aluminum commercial vehicle wheels, all of which are sold directly to customers or through distributors.

Aerospace (Commercial and Defense) Market. Howmet's largest market is aerospace, which represented approximately 68% of the Company's revenue in 2024. The Company produces a range of high performance multi-materials, highly engineered products, and vertically integrated machined solutions for aero engines and airframe structures, ranging from investment castings, advanced coatings, seamless rings, forgings, titanium extrusions, and titanium mill products, to fasteners that hold aircraft together. Wingtip to wingtip, nose to tail, Howmet can produce more than 90% of all structural and rotating aero engine components. Modernization of the commercial and defense platforms is driven by an array of challenging performance requirements. With its precision engineering, materials science expertise, and advanced manufacturing processes, Howmet aims to help its customers achieve greater fuel economies, reduced emissions, passenger comfort, and maintenance efficiencies.

Commercial Transportation Market. The commercial transportation market represented approximately 17% of the Company's revenue in 2024. The Company invented the forged aluminum truck wheel in 1948, and continues to advance technology to deliver breakthrough solutions that make trucks and buses lighter, more fuel efficient and sharper-looking. Howmet's forged aluminum wheels are a leading choice for commercial trucks and mass transportation vehicles because they can reduce weight and save fuel. The strength of the Company's rivets, bolts and fasteners offers another light-weighting solution that delivers performance.

Industrial and Other Markets. Industrial and other markets include industrial gas turbines, oil and gas, and other industrials, which represented approximately 15% of the Company's revenue in 2024.

Howmet has four reportable segments, which are organized by product on a worldwide basis: Engine Products, Fastening Systems, Engineered Structures and Forged Wheels.

Engine Products

Engine Products utilizes advanced designs and techniques to support next-generation engine programs and produces components primarily for aircraft engines and industrial gas turbines, including airfoils and seamless rolled rings. Engine Products produces rotating parts as well as structural parts. Engine Products principally serves the commercial and defense aerospace, industrial gas turbine, and oil and gas markets.

Fastening Systems

Fastening Systems produces aerospace and industrial fastening systems as well as commercial transportation fasteners and installation tools. In addition to highly engineered aerospace fasteners with a broad range of fastening systems, the segment also supplies the commercial transportation, renewable, and material handling industries. The business's high-tech, multi-material fastening systems are found nose to tail on commercial and military aircraft, as well as on jet engines, industrial gas turbines, commercial transportation vehicles, wind turbines, solar power systems, and construction and industrial equipment.

Engineered Structures

Engineered Structures produces titanium ingots and mill products for aerospace and defense applications and is vertically integrated to produce titanium forgings, titanium extrusions, and machining services for airframe, wing, aero-engine, and landing gear components. Engineered Structures also produces aluminum forgings, nickel forgings, and aluminum machined components, and assemblies for aerospace and defense applications. The principal markets served by Engineered Structures are commercial aerospace, defense aerospace, and land and sea defense.

Forged Wheels

Forged Wheels manufactures lightweight, high-strength forged aluminum wheels for trucks, buses, and trailers, serving the global transportation market. The Company's portfolio, sold under the Alcoa® Wheels brand, includes advanced wheel designs utilizing MagnaForce® alloy, offering superior durability and performance. Compared to standard steel wheel configurations, our aluminum wheels deliver up to 59% weight savings per tractor-trailer, enabling greater payload capacity. Our proprietary Dura-Bright® surface treatment resists corrosion and significantly reduces maintenance requirements, helping fleets maintain a professional appearance while lowering operational costs.

For additional discussion of each segment's business, see "Results of Operations—Segment Information" in [Part II, Item 7](#) (Management's Discussion and Analysis of Financial Condition and Results of Operations) and [Note C](#) to the Consolidated Financial Statements in [Part II, Item 8](#).

Sales by Market and Significant Customer Revenue

Sales by market for the years ended December 31, 2024, 2023, and 2022, were:

	For the Year Ended December 31,		
	2024	2023	2022
Aerospace - Commercial	52 %	49 %	46 %
Aerospace - Defense	16 %	15 %	16 %
Commercial Transportation	17 %	21 %	23 %
Industrial and Other ⁽¹⁾	15 %	15 %	15 %

⁽¹⁾ Industrial and Other comprise industrial gas turbine (approximately 45%), general industrial (approximately 30%), and oil and gas (approximately 25%).

On April 2, 2024, General Electric Company, one of our largest customers, completed the spin-off of its energy-focused business into GE Vernova, a new publicly traded company. Since then, General Electric Company operates as GE Aerospace. In 2024, RTX Corporation and GE Aerospace each represented approximately 10% of the Company's third-party sales. The loss of any such significant customer could have a material adverse effect on such businesses. See [Part I, Item 1A](#) (Risk Factors).

The Company's Principal Facilities⁽¹⁾

Country	Facility Location	Segment	Products
Australia	Oakeleigh	Fastening Systems	Fasteners
Canada	Georgetown, Ontario ⁽²⁾	Engine Products	Aerospace Castings
	Laval, Québec	Engine Products; Engineered Structures	Aerospace Castings and Machining
China	Suzhou ⁽²⁾	Engine Products; Fastening Systems; Forged Wheels	Fasteners, Rings and Wheels Machining
France	Dives-sur-Mer	Engine Products	Aerospace and Industrial Gas Turbine Castings
	Evron	Engine Products	Aerospace and Specialty Castings
	Gennevilliers	Engine Products	Aerospace and Industrial Gas Turbine Castings
	St. Cosme-en-Vairais ⁽²⁾	Fastening Systems	Fasteners
	Toulouse	Fastening Systems	Fasteners
	Us-par-Vigny	Fastening Systems	Fasteners
Germany	Bestwig	Engine Products	Aerospace Castings
	Erwitte	Engine Products	Machining of Aerospace Castings
	Hildesheim-Bavenstedt ⁽²⁾	Fastening Systems	Fasteners
	Kelkheim ⁽²⁾	Fastening Systems	Fasteners
Hungary	Nemesvámos	Fastening Systems	Fasteners
	Székesfehérvár	Engine Products; Forged Wheels	Aerospace and Industrial Gas Turbine Castings and Forgings
Japan	Jōetsu City ⁽²⁾	Forged Wheels	Wheels Machining
	Nomi	Engine Products	Aerospace and Industrial Gas Turbine Castings
Mexico	Ciudad Acuña ⁽²⁾	Engine Products; Fastening Systems	Aerospace Castings/Rings and Fasteners
	Monterrey	Forged Wheels	Forgings
Morocco	Casablanca ⁽²⁾	Fastening Systems	Fasteners
United Kingdom	Ecclesfield ⁽²⁾	Engine Products	Metal, Billets
	Exeter ⁽²⁾	Engine Products	Aerospace and Industrial Gas Turbine Castings and Alloy
	Glossop	Engine Products	Metal, Billets
	Ickles	Engine Products	Metal, Billets
	Leicester ⁽²⁾	Fastening Systems	Fasteners
	Redditch ⁽²⁾	Fastening Systems	Fasteners
	Telford	Fastening Systems	Fasteners
	Worcester ⁽²⁾⁽³⁾	Engine Products	Aerospace and Industrial Gas Turbine Castings Tooling

Country	Facility Location	Segment	Products
United States	Tucson, AZ ⁽²⁾	Fastening Systems	Fasteners
	Carson, CA ⁽²⁾	Fastening Systems	Fasteners
	City of Industry, CA ⁽²⁾	Fastening Systems	Fasteners
	Fontana, CA	Engine Products	Rings
	Fullerton, CA ⁽²⁾	Fastening Systems	Fasteners and Tooling
	Rancho Cucamonga, CA	Engine Products	Rings
	Torrance, CA	Fastening Systems	Fasteners
	Branford, CT	Engine Products	Aerospace Coatings
	Winsted, CT	Engine Products	Aerospace Machining
	Savannah, GA	Engineered Structures	Forgings, Disks
	La Porte, IN	Engine Products	Aerospace and Industrial Gas Turbine Castings
	Whitehall, MI	Engine Products	Aerospace and Industrial Gas Turbine Castings and Coatings, Titanium Alloy and Specialty Products
	Washington, MO	Engineered Structures	Titanium Mill Products
	Big Lake, MN	Engineered Structures	Aerospace Machining
	New Brighton, MN	Engineered Structures	Aerospace Machining
	Dover, NJ	Engine Products	Aerospace and Industrial Gas Turbine Castings and Alloy
	Kingston, NY ⁽²⁾	Fastening Systems	Fasteners Tooling
	Rochester, NY	Engine Products	Rings
	Barberton, OH	Forged Wheels	Wheels Machining
	Canton, OH ⁽²⁾	Engineered Structures	Titanium Mill Products
	Cleveland, OH	Engine Products; Engineered Structures; Forged Wheels	Forgings, Investment Casting Equipment, and Aerospace Components
	Niles, OH	Engineered Structures	Titanium Mill Products
	Morristown, TN ⁽²⁾	Engine Products	Aerospace and Industrial Gas Turbine Ceramic Products
	Houston, TX ⁽²⁾	Engineered Structures	Extrusions
	Waco, TX ⁽²⁾	Fastening Systems	Fasteners
	Wichita Falls, TX	Engine Products	Aerospace and Industrial Gas Turbine Castings
	Hampton, VA ⁽²⁾	Engine Products	Aerospace and Industrial Gas Turbine Castings
	Martinsville, VA	Engineered Structures	Titanium Mill Products

⁽¹⁾ Principal facilities are listed by location, with certain locations having more than one facility. The list in the above table does not include 17 locations that serve as sales and administrative offices, distribution centers or warehouses.

⁽²⁾ Leased property or partially leased property.

⁽³⁾ In October 2024, Howmet acquired Camcraft LTD.

Sources and Availability of Raw Materials

Important raw materials purchased in 2024 for each of the Company’s reportable segments are listed below.

Engine Products	Fastening Systems	Engineered Structures	Forged Wheels
Ceramics	Aluminum Alloys	Aluminum	Aluminum
Cobalt	Energy	Energy	Energy
Energy	Nickel Alloys and Stainless Steels	Nickel Alloys	
Nickel	Steels	Titanium Scrap	
Platinum	Titanium Alloys	Titanium Sponge	
Superalloy materials		Vanadium Alloys	
Titanium			

Generally, raw materials are purchased from third-party suppliers under competitively priced supply contracts or bidding arrangements. The Company believes that the raw materials necessary to its business are and will continue to be available.

Patents, Trade Secrets, and Trademarks

The Company believes that its domestic and international patent, trade secret and trademark assets provide it with a significant competitive advantage. The Company’s rights under its patents, as well as the products made and sold under them, are important to the Company as a whole and, to varying degrees, important to each business segment. The patents owned by Howmet generally concern particular products, manufacturing equipment, or techniques. Howmet’s business as a whole is not, however, materially dependent on any single patent, trade secret, or trademark. As a result of product development and technological advancement, the Company continues to pursue patent protection in jurisdictions throughout the world. As of the end of 2024, the Company’s worldwide patent portfolio consisted of approximately 950 granted patents and 220 pending patent applications.

The Company also has a significant number of trade secrets, mostly regarding manufacturing processes and material compositions that give many of its businesses important advantages in their markets. The Company continues to strive to improve those processes and generate new material compositions that provide additional benefits. With respect to domestic and international registered trademarks, the Company has many that have significant recognition within the markets that are served. Examples include the name Howmet® metal castings, Huck® fasteners, and Dura-Bright® wheels with easy-clean surface treatments. As of the end of 2024, the Company’s worldwide trademark portfolio consisted of approximately 1,570 registered trademarks and 50 pending trademark applications. Following the Alcoa Inc. Separation Transaction, the Company retained the Alcoa Wheels® business and, pursuant to a Trademark License Agreement, is the exclusive licensee of the “Alcoa” name and logo for use with the wheels, hubs, and related products that we manufacture. The Company’s rights under its trademarks are important to the Company as a whole and, to varying degrees, important to each business segment.

Competitive Conditions

The Company’s segments - Engine Products, Fastening Systems, Engineered Structures, and Forged Wheels - are subject to substantial and intense competition in the markets they serve. Although Howmet believes its advanced technology, manufacturing processes, and experience provide advantages to Howmet’s customers, such as high quality and superior mechanical properties that meet the Company’s customers’ most stringent requirements, many of the products Howmet makes can be produced by competitors using similar types of manufacturing processes as well as alternative forms of manufacturing. Despite intense competition, Howmet continues as a market leader in most of its principal markets. We believe that factors such as Howmet’s technological expertise, state-of-the-art capabilities, capacity, quality, engaged employees, and long-standing customer relationships enable the Company to maintain its competitive position.

Principal competitors include Berkshire Hathaway Inc., through its 2016 acquisition of Precision Castparts Corporation and subsidiaries, for titanium and titanium-based alloys, precision forgings, seamless rolled rings, investment castings, including airfoils, and aerospace fasteners; VSMPO (Russia) for titanium and titanium-based alloys and precision forgings; Allegheny Technologies, Inc.’s High-Performance Materials & Components segment for titanium and titanium-based alloys and precision forgings; Lisi Aerospace (France) for aerospace fasteners; and Aubert & Duval (part of Eramet Group in France) for precision forgings. Other competitors include Doncasters Group Ltd. (U.K.) and Consolidated Precision Products Corp. (owned by Warburg Pincus and Berkshire Partners) for investment castings; Weber Metals (part of Otto Fuchs) for precision forgings; and Forgital and Frisa (Mexico) for seamless rings.

Forged Wheels competes against aluminum and steel wheel suppliers in the commercial transportation industry under the product brand name Alcoa® Wheels for the major regions that it serves (North America, Europe, Japan, China, South America, and Australia). Its larger aluminum wheel competitors are Accuride Corporation, Speedline (member of the Ronal Group), Nippon Steel Corporation, Dicastal, Alux, and Wheels India Limited.

In recent years, Forged Wheels has seen an increase in the number of aluminum wheel suppliers (both forged and cast aluminum wheels) from China, Taiwan, India, and South Korea attempting to penetrate the global commercial transportation market.

Several of Howmet's largest customers have captive superalloy furnaces for producing airfoil investment castings for their own use. Many other companies around the world also produce superalloy investment castings, and some of these companies currently compete with Howmet in the aerospace and other markets, while others are capable of competing with the Company should they choose to do so.

International competition in the investment castings, fasteners, rings and forgings markets may also increase in the future as a result of strategic alliances among engine original equipment manufacturers ("OEMs"), aero-structure prime contractors, and overseas companies, especially in developing markets, particularly where "offset" or "local content" requirements create purchase obligations with respect to products manufactured in or directed to a particular country.

Government Regulations and Environmental Matters

Our operations and activities are global and are subject to various federal, state, local, and foreign laws, rules and regulations, including those relating to the environment. In 2024, compliance with these laws, rules and regulations did not have a material effect on our capital expenditures, results of operations or competitive position. Additionally, we do not currently anticipate material capital expenditures for environmental control facilities in 2025. For a discussion of the risks associated with certain applicable laws and regulations, see "Risk Factors." Information relating to environmental matters is included in [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#) under the caption "Environmental Matters."

Human Capital

Howmet strives to attract, recruit, engage, develop and retain world-class talent. Our Code of Conduct describes how we lead with integrity and work with one another while supporting our stakeholders. The Company provides competitive wages, benefits and terms of employment.

Attracting and recruiting candidates through workforce planning, increased hiring efficiency and effective onboarding have been a priority for the Company. New technology that increases the automation of job postings enables us to more widely disseminate our job vacancies to various partners and job boards, including our campus recruitment platform that enables us to proactively reach a broad talent network of students and schools across the United States. Additional technologies such as recruiting booster text capabilities facilitate communicating with candidates quickly and efficiently. To retain new talent, the Company offers an onboarding program to develop a sense of belonging, teamwork, and productivity. In addition to existing training development programs for salaried employees, we have been working to extend training access using technology to our hourly employees during 2024, piloting this technology at several locations. We believe providing employees with avenues to new skills contributes to increased motivation and engagement, resulting in higher employee retention.

The Company enables our employees to own their development and create rewarding careers that draw on their aptitudes and support their ambitions. Our development process framework provides tools and resources to identify career options, skills gaps and actions they can take to progress within the Company. Using a human capital management platform, employees can build a professional profile to share their career aspirations and learn new skills. This platform allows us to align employee goals and growth with the Company's future business needs so that we can pinpoint potential successor candidates and build their readiness for their future roles. We use a data-driven approach to track how our employees are progressing through our organization. We seek to identify high performers and support their development into potential future leaders, focusing on providing opportunities to all individuals. A valuable component of development is Howmet's mentoring program, which builds readiness for future leaders. Our talent review and succession planning process is an ongoing priority and is sponsored and led by our Chief Executive Officer with oversight by the Board of Directors.

Howmet's strong health and safety culture empowers our employees and contractors to take personal responsibility for their actions and the safety of their coworkers. This culture is supported by internal policies, standards, rules, and procedures that clearly articulate our stringent requirements for working safely in all of our worldwide facilities. The Company embeds annual health and safety goals and objectives into its operating plans to progress toward our ultimate goal of zero incidents. We use various risk identification, assessment, and control processes to reduce the likelihood of safety and health incidents in the workplace, with prioritization of the prevention of fatality and serious injury.

Employees

Total worldwide employment at the end of 2024 was approximately 23,930 employees in 22 countries.

Approximately 3,500 employees, or 25% of the U.S. workforce, are represented by labor unions in the United States. Within the United States, there are eight collective bargaining agreements with varying expiration dates between Howmet and various labor unions. Of these eight, the largest workforce covered under a collective bargaining agreement is between Howmet and the United Autoworkers (“UAW”) at our Engine Products facility in Whitehall, Michigan. The current agreement, which covers approximately 1,450 employees, expires on April 1, 2028. The second largest workforce of approximately 700 employees within our Engineered Structures and Forged Wheels segments is covered under a five-year collective bargaining agreement reached in March 2024 between Howmet and the UAW at our Cleveland, Ohio location, which expires in February 2029. The Company’s next significant plant collective bargaining agreement in the U.S. expires in 2027. On a regional basis, collective bargaining agreements with varying expiration dates cover employees in Europe, North America, South America, and Asia. The Company believes that it has positive relationships with its employees and any respective labor union representatives.

Executive Officers of the Registrant

The names, ages, positions, and areas of responsibility of the executive officers of the Company as of February 13, 2025 are listed below. The Company’s executive officers are annually appointed to serve until the next annual meeting of the Board of Directors (held in conjunction with the annual meeting of shareholders), except in the case of earlier death, retirement, resignation or removal.

Michael N. Chanatry, 64, Vice President and Chief Commercial Officer. Mr. Chanatry was initially elected Vice President and Chief Commercial Officer of Howmet effective May 16, 2018. Prior to joining Howmet, from 2015 to April 2018, he was Vice President of Supply Chain for General Electric’s Power Division. Mr. Chanatry served as General Manager of Supply Chain for General Electric Appliances from 2013 to 2015; and General Electric Aviation Systems from 2009 to 2013. Prior to his leadership roles at General Electric Power, General Electric Appliances and General Electric Aviation Systems, Mr. Chanatry held numerous positions within the General Electric Aviation & Aerospace divisions, as well as at Lockheed Martin from 1983 to 2009.

Ken Giacobbe, 59, Executive Vice President and Chief Financial Officer. Mr. Giacobbe was initially elected Executive Vice President and Chief Financial Officer of Howmet effective November 1, 2016. Mr. Giacobbe joined Howmet in 2004 as Vice President of Finance for Global Extruded Products, part of Alcoa Forgings and Extrusions. He then served as Vice President of Finance for the Company’s Building and Construction Systems business from 2008 until 2011. In 2011, he assumed the role of Group Controller for the Engineered Products and Solutions segment. From January 2013 until October 2016, Mr. Giacobbe served as Chief Financial Officer of the Engineered Products and Solutions segment. Before joining Howmet, Mr. Giacobbe held senior finance roles at Avaya and Lucent Technologies.

Lola F. Lin, 50, Executive Vice President, Chief Legal and Compliance Officer and Secretary. Ms. Lin was initially elected Executive Vice President, Chief Legal Officer and Secretary of Howmet effective June 28, 2021. Prior to joining Howmet, she served as Senior Vice President and General Counsel of Airgas, Inc. from 2016 to May 2021. Prior to her time at Airgas, Ms. Lin held various legal roles at Air Liquide USA LLC from 2007 to 2016, including as Vice President and Deputy General Counsel. Prior to her roles at Airgas Inc. and Air Liquide, Ms. Lin held roles at Dell Inc., Sutherland Asbill & Brennan LLP and Locke Liddell & Sapp LLP.

Neil E. Marchuk, 67, Executive Vice President, Chief Human Resources Officer. Mr. Marchuk was initially elected Executive Vice President and Chief Human Resources Officer of Howmet effective March 1, 2019. He served as Interim President, Engineered Structures, from October 2023 to April 2024; and Interim President, Fastening Systems, from November 2022 to May 2023. Prior to joining Howmet, from January 2016 to February 2019, he was Executive Vice President and Chief Human Resources Officer at Adient, an automotive manufacturer. From July 2006 to May 2015, Mr. Marchuk was Executive Vice President of Human Resource at TRW Automotive, and served as TRW’s Vice President, Human Resources from September 2004 to July 2006. Prior to joining TRW, from December 2001 to August 2004, Mr. Marchuk was Director, Corporate Human Resources for E.I. Du Pont De Nemours and Company (“E.I. Du Pont”). From September 1999 to November 2001, Mr. Marchuk was Director, Global HR Delivery for E.I. Du Pont. From February 1999 to August 1999, Mr. Marchuk served E.I. Du Pont as its Global HR Director, Global Services Division.

John C. Plant, 71, Executive Chairman and Chief Executive Officer. Mr. Plant was appointed Howmet’s Chief Executive Officer effective October 14, 2021, and was Co-Chief Executive Officer from April 2020 to October 2021. From February 2019 to April 2020, he was the Chief Executive Officer of Arconic Inc., as the Company was then known prior to its separation. He has served as chairman of Howmet's Board of Directors since October 2017 and as a member of the Board since February 2016. Mr. Plant previously served as Chairman of the Board, President and Chief Executive Officer of TRW Automotive from 2011 to 2015, and as its President and Chief Executive Officer from 2003 to 2011. TRW Automotive was acquired by ZF Friedrichshafen AG in May 2015. Mr. Plant was a co-member of the Chief Executive Office of TRW Inc. from 2001 to 2003 and an Executive Vice President of TRW from 1999 (when the company acquired Lucas Varity) to 2003. Prior to TRW, Mr. Plant was President of Lucas Varity Automotive and managing director of the Electrical and Electronics division from 1991 through 1997.

Barbara L. Shultz, 51, Vice President and Controller. Ms. Shultz was initially elected Vice President and Controller of Howmet effective May 25, 2021. Ms. Shultz joined Howmet in 2005 and served in numerous financial accounting positions until 2012 when she was appointed Director of Finance for the Company's Alcoa Wheel and Transportation Products business. She then served as Director of Compliance for the Company's then Structures business from July 2015 to February 2019, Director of Compliance from February 2019 to June 2020, and Assistant Controller from June 2020 to May 2021. Prior to joining Howmet, Ms. Shultz held several roles at PricewaterhouseCoopers LLP from 1995 to 2005.

Item 1A. Risk Factors.

Howmet's business, financial condition, and results of operations may be impacted by a number of factors. In addition to the factors discussed elsewhere in this report, the following risks and uncertainties could materially harm the Company's business, results of operations, financial condition and/or cash flows, including causing its actual results to differ materially from those projected in any forward-looking statements. The following list of risk factors is not all-inclusive or necessarily in order of importance. Additional risks and uncertainties not presently known to Howmet or that Howmet currently deems immaterial may also adversely affect the Company materially in future periods.

Risks Related to Our Business and Operations

The markets for Howmet's products are cyclical, and such markets and Howmet's operations are influenced by a number of factors, including global economic conditions and regulations.

Howmet is subject to cyclical fluctuations in global economic conditions and lightweight metals end-use markets. Howmet sells many products to industries that are cyclical, such as the aerospace and commercial transportation industries, and the demand for our products is sensitive to, and quickly impacted by, demand for the finished goods manufactured by our customers in these industries, which may change as a result of changes in regional or worldwide economies, currency exchange rates, interest rates, inflation, energy prices or other factors beyond our control. In particular, Howmet derives a significant portion of our revenue from products sold to the aerospace industry, which is cyclical and reflective of changes in the general economy. The commercial aerospace industry is historically driven by the demand from commercial airlines for new aircraft and spare parts. Demand for commercial aircraft and spare parts is influenced by airline industry profitability, trends in domestic and global airline passenger traffic, the state of U.S., regional and world economies, the ability of aircraft purchasers to obtain required financing and numerous other factors. Changes and uncertainties in the timing and level of future aircraft production by OEMs may cause our future results to differ from prior periods due to changes in the Company's product mix. The defense aerospace cycle is highly dependent on U.S. and foreign government defense spending, which can be impacted by a government's shifting priorities and budget compromises. It is also impacted by the effects of terrorism, a changing global geopolitical environment, U.S. foreign policy, the impact of government shutdowns and federal debt ceiling on funding and appropriations, whether older military aircraft are retired, and technological improvements to new engines and airframes. The demand for Howmet's commercial transportation products is driven by the number of vehicles produced by commercial transportation manufacturers. Commercial transportation sales and production are affected by many factors, including the age of the vehicle fleet, labor relations issues, fuel prices, regulatory requirements, government initiatives, trade agreements, and levels of competition.

Geopolitical tensions, conflicts, and wars have impacted, and may in the future impact, global energy markets, leading to high volatility and increasing prices for crude oil, natural gas, and other energy supplies. Energy costs impact operating expenses at our manufacturing facilities, the expense of shipping raw materials to our facilities, and the expense of shipping products to our customers. The costs of certain raw materials (including, but not limited to, nickel, titanium, aluminum, cobalt, and superalloy materials) necessary for the manufacture of Howmet's products and other manufacturing and operating costs are influenced by market forces, including inflation, supply and demand, and shortages. For example, as the Russia-Ukraine conflict continues, global titanium prices may continue to fluctuate or increase. Our customers' failure to return titanium revert (reusable scrap) to Howmet can result in an increase of the amount of titanium purchased at inflated costs. Governmental constraints, including export restrictions, sanctions, new or increased import duties or tariffs, and countervailing or anti-dumping duties, also impact the cost of raw materials and other manufacturing and operating costs. The global trade landscape is growing more volatile, including, as a result of the recent executive orders in the U.S. for the imposition of new tariffs, the likelihood of further tariffs and retaliatory counter measures by other countries. We continually monitor the global trade environment and any changes in tariffs, trade agreements, restrictions, or sanctions that may impact the Company or our suppliers or customers, and work to mitigate potential impacts. Inflation worldwide and in the United States has resulted in an increase in the costs of materials and labor. While we generally intend to pass along higher raw material and energy costs to our customers through contractual agreements in the form of price increases, there can be a delay between an increase in our costs and our ability to increase the prices of our products. Additionally, we may not be able to increase the prices of our products due to competitive pricing pressure and other factors. If the Company is unable to pass through or offset significant cost increases through customer price increases, productivity improvements, cost reduction or other programs, Howmet's business, operating results or financial condition could be materially adversely affected.

Howmet is unable to predict the future course of industry variables, the strength of the U.S., regional or global economies, or the effects of government actions. Negative economic conditions, such as a major economic downturn or recession, continued inflation, changes in the global trade landscape or disruptions in the financial markets, could have a material adverse effect on Howmet's business, financial condition, or results of operations.

A material disruption of, or manufacturing difficulties at, Howmet's manufacturing operations could adversely affect Howmet's business.

If Howmet's operations, particularly at one of its key manufacturing facilities, were to be disrupted, including because of significant equipment failures, natural disasters, power outages, fires, explosions, terrorism, theft, sabotage, adverse weather conditions, public health crises, labor disputes, labor shortages, or other reasons, Howmet may be unable to effectively meet its obligations to, or demand from, its customers. In addition, the manufacture of many of Howmet's products is a complex process. Manufacturing problems arising from equipment failure or malfunction, inadvertent failure to follow regulatory or customer specifications and procedures, including those related to quality or safety, and problems with raw materials could have an adverse impact on the Company's ability to fulfill orders or meet product quality or performance requirements, which may result in negative publicity and damage to our reputation, adversely impacting product demand and customer relationships. Interruptions in production capability could increase Howmet's costs and reduce its sales, including causing the Company to incur costs for premium freight, make substantial capital expenditures, or purchase alternative material at higher costs to fulfill customer orders. Additionally, a delivery delay by us due to production interruptions could subject us to liability from customer claims that such delay resulted in losses to the customer. Furthermore, product manufacturing or performance issues could result in recalls, customer penalties, contract cancellation, and product liability exposure in addition to a material adverse effect on our business, financial condition or results of operations. Because of approval, license, and qualification requirements applicable to manufacturers and/or their suppliers, sources of alternatives to mitigate manufacturing disruptions may not be readily available to Howmet or its customers.

Howmet is dependent on a limited number of suppliers for materials and services essential to our operations, including raw materials, and supply chain disruptions could have a material adverse effect on our business.

Howmet has supply arrangements with suppliers for various materials and services, including raw materials. We maintain annual or long-term contracts for a majority of our supply requirements, and, for the remainder, we depend on spot purchases. There can be no assurance that we will be able to renew, or obtain replacements for, any of our long-term contracts when they expire on terms that are as favorable as our existing agreements, or at all. For certain raw materials and services, we depend on a number of limited source or sole source suppliers, such as for titanium sponge and specialized metal alloys. Supply constraints could impact our production or force us to purchase materials and other supplies from alternative sources, which may not be available in sufficient quantities, at prices that are favorable to us or in a timely manner. Howmet could also have exposure if a key supplier is unable to deliver sufficient quantities of a necessary material on a timely basis. Several of our suppliers have had, in the past, constraints on their ability to supply Howmet with its full requirements due to lack of capacity, labor shortages and/or material availability. If such constraints were to continue or escalate, it could result in an adverse impact on our business. Because of approval, license and qualification requirements applicable to manufacturers and/or their suppliers, sources of alternatives to mitigate supply disruptions may not be readily available to Howmet. Any delay in supply from these suppliers could prevent us from meeting customer demand for our products. The availability and costs of certain raw materials necessary for the production of Howmet's products may also be influenced by private or government entities, including as a result of changes in geopolitical conditions or regulatory requirements, labor relations between the producers and their work forces, and unstable governments in exporting nations. Any of the foregoing supply chain disruptions or those due to trade barriers, business continuity, quality, cyberattacks, transportation, delivery or logistics challenges, weather, natural disaster, war, or pandemic events could adversely affect Howmet's business, results of operations or financial condition.

Howmet's business depends, in part, on its ability to successfully meet program demand, production targets, and commitments.

Howmet is currently under contract to supply components for a number of existing and new commercial, general aviation, military aircraft, and aircraft engine programs. Many of these contracts contemplate production increases over the next several years. If Howmet fails to meet production targets and commitments, or encounters difficulty or unexpected costs in meeting such levels, it could have a material adverse effect on the Company's reputation, business, operating results, or financial condition. Similarly, to the extent demand for our products increases rapidly and significantly in future periods, we may not be able to ramp up production quickly enough to meet the demand, which could result in lost opportunities for growth and adversely affect our business, financial condition, results of operations, or competitive position.

Failure to attract and retain a qualified workforce and key personnel or to provide adequate succession planning could adversely affect Howmet's operations and competitiveness.

Howmet's global operations require qualified and skilled personnel with relevant industry and technical experience. Additionally, the increase in aerospace demand requires the Company to successfully recruit, train, and retain new workers and talent. Shortages in certain skills, in areas such as engineering, manufacturing, and technology, and other labor market inadequacies have created more competition for talent. A sustained labor shortage, lack of skilled labor, increased turnover, labor inflation, or increase in general labor costs could lead to higher labor, recruiting, or training costs to attract and retain personnel. If the Company fails to attract, train, develop, and retain a global workforce with the skills and in the locations we

need to operate and grow our business, our business and operations could be adversely impacted. Furthermore, the continuity of key personnel and the preservation of institutional knowledge are vital to the success of the Company's growth and business strategy. The loss of key personnel could significantly harm Howmet's business, and any unplanned turnover or failure to develop adequate succession plans for key positions could deplete the Company's institutional knowledge base, result in loss of technical or other expertise, delay or impede the execution of the Company's business plans, and erode Howmet's competitiveness.

Howmet could be adversely affected by the loss of key customers or significant changes in the business or financial condition of its customers.

Howmet has long-term contracts with a significant number of its customers, some of which are subject to renewal, renegotiation, or re-pricing at periodic intervals or upon changes in competitive supply conditions. Howmet's failure to successfully renew, renegotiate, or favorably re-price such agreements, or a material deterioration in or termination of these customer relationships, could result in a reduction or loss in customer revenue. Additionally, a significant downturn, adverse development or deterioration in the business or financial condition of a key customer, or the loss of a key customer, could adversely affect Howmet's financial results. For example, quality control issues and a recent labor union work stoppage at The Boeing Company ("Boeing") have negatively impacted, and are expected to negatively impact, narrow body and wide body production rates in the near term. Boeing production rates have had and are expected to have a material impact on the financial performance of Howmet. Howmet's customers may experience delays in the launch of new products, labor strikes, diminished liquidity or credit unavailability, weak demand for their products, decreases in production rates due to regulatory investigations or otherwise, supply chain constraints or other difficulties in their businesses. Howmet's customers may also change their business strategies or modify their business relationships with Howmet, including to reduce the amount of Howmet's products they purchase, to switch to alternative suppliers, or to enter into the markets themselves to compete with Howmet. If Howmet's customers reduce, terminate or delay purchases from Howmet due to the foregoing factors or otherwise and Howmet is unsuccessful in enforcing its contract rights or replacing such business in whole or in part or replaces it with less profitable business, our financial condition and results of operations may be adversely affected.

Howmet's products are used in a variety of military applications, including military aircraft. Although many of the military programs in which Howmet participates extend several years, changes in military strategy, policy and priorities, or reductions in defense spending, may affect current and future funding of these programs and could reduce the demand for Howmet's products, which could adversely affect Howmet's business, financial condition, or results of operations.

Information technology system failures, cyberattacks, and security breaches may threaten the integrity of Howmet's intellectual property and other sensitive information, disrupt its business operations, and result in reputational harm and other negative consequences having a material adverse effect on its financial condition and results of operations.

Howmet's information technology systems could be subject to damage or interruption from power outages; computer network and telecommunications failures; cyberattacks; catastrophic events such as fires, floods, earthquakes, tornadoes, hurricanes, acts of war, or terrorism; and usage errors by employees. If Howmet's information technology systems are damaged or cease to function properly, the Company may have to make a significant investment to fix or replace them, and Howmet may suffer loss of critical data and interruptions or delays in its operations. Any material disruption in the Company's information technology systems, or delays or difficulties in implementing or integrating new systems or enhancing current systems, could have an adverse effect on Howmet's business, financial condition, or results of operations.

Increased global cybersecurity vulnerabilities, threats, and more sophisticated and targeted cyberattacks pose a risk to the security of our systems and networks, and the confidentiality, availability, and integrity of our data, as well as those of our customers, suppliers, and other counterparties. The Company believes that it faces threats of cyberattacks due to the industries it serves, the locations of its operations, and its technological innovations. The Company has experienced cybersecurity attacks in the past, including breaches of its information technology systems in which information was taken, and may experience them in the future, potentially with more frequency or sophistication. Although past attacks did not result in known losses of any critical data or have a material impact on Howmet's financial condition or results of operations, the scope and impact of any future incident cannot be predicted. The use of new and evolving technologies, such as artificial intelligence, or AI, presents risks and challenges that can impact our business. Unauthorized use or misuse of AI by the Company's employees, vendors or others may result in the disclosure of confidential company or customer data, reputational harm, privacy law violations, cybersecurity risks, and legal liability.

While the Company continually works to safeguard its systems and mitigate potential risks, there is no assurance that such actions will be sufficient to prevent cybersecurity incidents that manipulate or improperly use the Company's systems or networks, compromise confidential, personal or otherwise protected information, destroy or corrupt data, block access to its systems, or otherwise disrupt its operations. The occurrence of such events could negatively impact Howmet's reputation and its competitive position and could result in litigation with third parties, regulatory action, loss of business, potential liability,

and increased remediation costs, any of which could have a material adverse effect on its financial condition and results of operations.

Howmet faces significant competition, which may have an adverse effect on profitability.

As discussed in “Competitive Conditions” in [Part I, Item 1](#) (Business) of this report, the markets for Howmet’s products are highly competitive. Howmet’s competitors include a variety of both U.S. and non-U.S. companies in our product markets, which could include existing customers. New entrants in our markets, new product offerings, new and/or emerging technologies in the marketplace, or new facilities may compete with or replace Howmet products. The willingness of customers to accept alternative solutions for the products sold by Howmet, pricing pressure from competitors, and technological advancements or other developments by or affecting Howmet’s competitors or customers could adversely affect Howmet’s business, financial condition, or results of operations. Howmet’s competitive position and future performance depend, in part, on the Company’s ability to develop and innovate products, deploy technology initiatives, and implement advanced manufacturing technologies. While Howmet intends to continue to develop innovative new products and services, it may not be able to successfully differentiate its products or services from those of its competitors or achieve and maintain technological advantages.

In addition, Howmet may face increased competition due to industry consolidation. Companies that are strategic partners in some areas of Howmet’s business may acquire or form alliances with Howmet’s competitors, thereby reducing their business with Howmet. Industry consolidation may result in stronger competitors who are better able to obtain favorable terms from suppliers or who are better able to compete as sole-source vendors for customers. Consolidation within Howmet’s customer base may result in customers who are better able to exert leverage in negotiating prices and other terms of sale, or may lead to reduced demand for Howmet’s products if a combined entity replaces Howmet with a Howmet competitor with which it had prior relationships. The result of these circumstances could have a material adverse effect on Howmet’s business, operating results and financial condition.

Howmet’s global operations expose Howmet to risks that could adversely affect its business, financial condition, results of operations or cash flows, or the market price of its securities.

Howmet has operations or activities in numerous countries and regions outside the United States, including Europe, Mexico, China, and Japan. As a result, Howmet’s global operations are affected by economic, political, legal, and other conditions in the United States and foreign countries in which Howmet does business, including (i) economic and commercial instability risks, including changes in local government laws, regulations and policies, such as those related to tariffs, sanctions and trade barriers, taxation, exchange controls, employment regulations, and repatriation of assets or earnings; (ii) geopolitical risks such as political instability, civil unrest, expropriation, nationalization of properties by a government, imposition of sanctions, and renegotiation or nullification of existing agreements; (iii) wars such as those in Ukraine and the Middle East, cyber threats, terrorist activities, or other dangerous conditions; (iv) compliance with applicable U.S. and foreign laws, including antitrust and competition regulations, the Foreign Corrupt Practices Act and other anti-bribery and corruption laws, and laws concerning trade, including the International Traffic in Arms Regulations, the Export Administration Regulations, and the sanctions, regulations and embargoes administered by the U.S. Department of Treasury’s Office of Foreign Assets Control; (v) aggressive, selective or lax enforcement of laws and regulations by foreign governmental authorities; (vi) exposure to fluctuations in foreign currency exchange rates and interest rates, as well as inflation, economic factors, and currency controls in the countries in which it operates; and (vii) major public health issues, such as an outbreak of a pandemic or epidemic. Although the effect of any of the foregoing factors is difficult to predict, any one or more of them could adversely affect Howmet’s business, financial condition, or results of operations.

Risks Related to Liquidity and Capital Resources

A decline in Howmet’s financial performance or outlook could negatively impact its credit profile, its access to capital markets and its borrowing costs.

A decline in the Company’s financial performance or outlook due to internal or external factors, such as macroeconomic conditions, a deterioration in the Company’s financial metrics or a contraction in the Company’s liquidity, could adversely affect the Company’s credit ratings and its access to the capital or credit markets on terms and conditions that the Company finds acceptable. Credit ratings may be revised or revoked at any time at the sole discretion of the credit rating organizations. A downgrade of Howmet’s credit ratings could result in negative consequences, including limiting its ability to obtain future financing on favorable terms, if at all, increasing borrowing costs and credit facility fees, triggering collateral postings, and adversely affecting the market price of Howmet securities. For information on our credit ratings, see “Liquidity and Capital Resources” in [Part II, Item 7](#) (Management’s Discussion and Analysis of Financial Condition and Results of Operations). Limitations on Howmet’s ability to access global capital markets, a reduction in Howmet’s liquidity or an increase in borrowing costs could materially and adversely affect Howmet’s ability to maintain or grow its business, which in turn may adversely affect its financial condition, liquidity and results of operations.

An adverse decline in the liability discount rate, lower-than-expected investment return on pension assets, and other factors could adversely affect Howmet's results of operations or amount of pension funding contributions in future periods.

Howmet's results of operations may be negatively affected by the amount of expense Howmet records for its pension and other postretirement benefit plans, by reductions in the fair value of plan assets and by other factors. Howmet calculates income or expense for its plans using actuarial valuations in accordance with accounting principles generally accepted in the United States of America. These valuations reflect assumptions about financial market and other economic conditions, which may change due to changes in key economic indicators. The most significant year-end assumptions used by Howmet to estimate pension or other postretirement benefit income or expense for the following year are the discount rate applied to plan liabilities and the expected long-term rate of return on plan assets. In addition, Howmet is required to make an annual measurement of plan assets and liabilities, which may result in a significant charge to shareholders' equity. For a discussion regarding how Howmet's financial statements can be affected by pension and other postretirement benefits accounting policies, see "Critical Accounting Policies and Estimates—Pension and Other Postretirement Benefits" in [Part II, Item 7](#) (Management's Discussion and Analysis of Financial Condition and Results of Operations) and [Note G](#) to the Consolidated Financial Statements in [Part II, Item 8](#).

Adverse capital market conditions could result in reductions in the fair value of plan assets and increase the Company's liabilities related to such plans. Additionally, unpredictable future declines in the discount rate or lower-than-expected investment returns on plan assets could lead to a decline in the plans' funded status and result in higher than expected pension contributions. The foregoing factors may adversely affect the Company's financial condition, liquidity, and results of operations.

Dividends and share repurchases fall within the discretion of our Board of Directors and depend on a number of factors.

Share repurchases and the declaration of dividends fall within the discretion of Howmet's Board of Directors (the "Board"), and the Board's decision regarding such matters depends on many factors, including Howmet's financial condition, earnings, capital requirements, debt service obligations, covenants associated with certain of the Company's debt obligations, industry practice, legal requirements, regulatory constraints, and other factors that the Board deems relevant. There can be no assurance that the Company will declare dividends or repurchase stock in the future in any particular amounts, or at all. The Company may modify, suspend, or cancel its share repurchase program or its dividend policy in any manner and at any time that it may deem necessary or appropriate.

Risks Related to Legal and Regulatory Matters

Howmet may be exposed to significant legal proceedings, investigations, or changes in U.S. federal, state, or foreign law, regulation, or policy.

The manufacture and sale of our products expose Howmet to potential product liability, personal injury, property damage, and related claims. In the event that a Howmet product fails to perform as expected, regardless of fault, or is used in an unexpected manner, and such failure or use results in, or is alleged to result in, bodily injury and/or property damage or other losses, Howmet may be subject to product liability lawsuits and other claims, or may participate in a recall or other corrective action involving such product. In addition, if a Howmet product is perceived to be defective or unsafe, Howmet's sales could decrease, its reputation could be adversely impacted and Howmet could be exposed to government investigations or regulatory enforcement actions. Howmet is also subject to a variety of global legal and regulatory compliance risks in connection with its business and products. These risks include, among other things, potential claims, class action lawsuits or compliance issues, including those relating to securities laws, employment laws, intellectual property rights, cyber, security and privacy, insurance, commercial matters, antitrust and competition, human rights, third-party relationships, ESG (including climate-related/sustainability and other) rules and regulations, supply chain operations, and the manufacture and sale of products. An adverse outcome in one or more of proceedings or investigations, or unfavorable changes in laws, regulations or policies, or other contingencies that the Company cannot predict with certainty, could have a material adverse effect on the Company's financial condition, results of operations, or cash flows, including reputational harm, loss of customers, and substantial monetary damages and/or non-monetary penalties. For additional information regarding the legal proceedings involving the Company, see [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#).

Our business may be adversely affected if we fail to comply with government contracting regulations.

We derive a portion of our revenue from sales to U.S. and foreign governments and their respective agencies. Such contracts are subject to various procurement laws and regulations and contract provisions relating to their formation, administration, and performance. Compliance with new laws and regulations or changes to existing ones (including, but not limited to, those related to subcontracting, cybersecurity, and specialty metals) can increase our risks and/or costs. Failure to comply with these laws, regulations or provisions in our government contracts could result in the imposition of various civil and criminal penalties, termination of contracts, forfeiture of profits, suspension of payments, increased pricing pressure, or suspension from future government contracting. If our government contracts are terminated, if we are suspended from government work, or if our

ability to compete for new contracts is adversely affected, our financial condition and results of operation could be adversely affected.

Howmet may face challenges to its intellectual property rights which could adversely affect the Company's reputation, business, and competitive position.

Howmet owns important intellectual property, including patents, trademarks, copyrights, and trade secrets. The Company's intellectual property plays an important role in maintaining Howmet's competitive position in a number of the markets that the Company serves. Howmet's competitors may develop technologies that are similar or superior to Howmet's proprietary technologies, or design around the patents Howmet owns or licenses. Despite its controls and safeguards, Howmet's technology may be misappropriated by its employees, its competitors or other third parties. The pursuit of remedies for any misappropriation of Howmet intellectual property is expensive and the ultimate remedies may be deemed insufficient. Further, in jurisdictions where the enforcement of intellectual property rights is less robust, the risk of misappropriation of Howmet intellectual property increases, despite efforts the Company undertakes to protect it. Developments or assertions by or against Howmet relating to intellectual property rights, and any inability to protect or enforce Howmet's rights sufficiently, could adversely affect Howmet's business and competitive position.

Unanticipated changes in Howmet's tax provisions or exposure to additional tax liabilities could affect Howmet's future profitability.

Howmet is subject to income taxes in both the United States and various non-U.S. jurisdictions. Its domestic and international tax liabilities are dependent upon the distribution of income among these different jurisdictions. Changes in applicable domestic or foreign tax laws and regulations, including enactment of the Organization for Economic Cooperation and Development's Pillar 2 framework, or their interpretation and application, including the possibility of retroactive effect, could affect the Company's tax expense and profitability. Howmet's tax expense includes estimates of additional tax that may be incurred for tax exposures and reflects various estimates and assumptions. The assumptions include assessments of future earnings of the Company that could impact the valuation of its deferred tax assets. The Company's future results of operations could be adversely affected by changes in the effective tax rate as a result of a change in the mix of earnings in countries with differing statutory tax rates, changes in the overall profitability of the Company, changes in tax legislation and rates, changes in generally accepted accounting principles, changes in the valuation of deferred tax assets and liabilities, the results of tax audits, and examinations of previously filed tax returns or related litigation and continuing assessments of its tax exposures.

Labor disputes and other employee relations issues could adversely affect Howmet's business, financial condition, or results of operations.

A significant portion of Howmet's employees are represented by labor unions in the United States and other countries under various collective bargaining agreements, each with varying durations and expiration dates. For more information, see "Employees" in [Part I, Item 1](#) (Business) of this report. Howmet may not be able to negotiate successor collective bargaining agreements upon expiration without a risk of labor disputes, including strikes or work stoppages, or we may be unable to renegotiate such contracts on favorable terms. Labor organizations may attempt to organize groups of additional employees from time to time, and potential changes in labor laws could make it easier for them to do so. Howmet may also be subject to general country strikes or work stoppages unrelated to its business or collective bargaining agreements. If we experience any extended interruption of operations at any of our facilities as a result of labor disputes, strikes, or other work stoppages, our business, financial condition, or results of operations could be adversely affected.

Howmet is exposed to environmental, health, and safety risks and is subject to a broad range of health, safety, and environmental laws and regulations which may result in substantial costs and liabilities.

Howmet and its worldwide operations, as well as its customers and suppliers, are subject to numerous complex and increasingly stringent health, safety, and environmental laws and regulations. The costs of complying with such laws and regulations, as well as participation in assessments and cleanups of sites, and internal voluntary programs, have been, and in the future could be, significant. Environmental matters for which Howmet may be liable may arise in the future at its present sites, at sites owned or operated by its predecessors or affiliates, at sites that it may acquire in the future, or at third-party sites used by Howmet, its predecessors or affiliates for material and waste handling and disposal. Compliance with health, safety, and environmental laws and regulations, including increased indirect costs resulting from our suppliers incurring additional compliance costs that are passed on to us, and remediation obligations, may impact Howmet's results of operations or liquidity.

In addition, the industrial activities conducted at Howmet's facilities present a significant risk of injury or death to our employees or third parties that may be on site. Our operations are subject to regulation by various federal, state, and local agencies in the United States, including the Occupational Safety and Health Administration, and regulation by foreign government entities abroad responsible for employee health and safety. Material liabilities relating to injury, death, or other workers' compensation claims could have a material adverse effect on our results of operations and financial condition or result in negative publicity and/or significant reputational harm.

Howmet may be affected by global climate change or by legal, regulatory, customer, or supplier responses to such change.

Increased concern over climate change has led to new and proposed legislative and regulatory initiatives, such as cap-and-trade systems and additional limits on emissions of greenhouse gases, which in turn may trigger customer decarbonization requirements. New or revised laws, regulations, and policies in this area and customer decarbonization requirements could directly and indirectly affect Howmet and its customers and suppliers, including by increasing the costs of production or impacting demand for certain products, which could result in an adverse effect on our financial condition, results of operations, and cash flows. Additionally, Howmet and its customers and suppliers utilize natural gas, electricity and other fuels to operate their facilities. Significant increased energy costs and/or costs to transition to renewable energy sources, as a result of new laws, such as carbon pricing or product energy efficiency requirements, or as a result of customer requirements, could be passed along to the Company and its suppliers. Compliance with any new or more stringent laws or regulations, or stricter interpretations of existing laws, could require additional expenditures by the Company or its customers or suppliers.

Physical risks associated with climate change may result in an increase of the exposure to, and impact of, events with damage due to flooding, extreme winds, and extreme precipitation for Howmet locations or those of its suppliers or customers. Prolonged periods of drought may result in wildfires and/or restrictions on process water use. These climate-related impacts may have an adverse effect on production capacity of Howmet sites or those of its suppliers or customers. These types of incidents could have a material adverse effect on our results of operations and financial condition.

With respect to the various transaction agreements that the Company entered into in connection with its separation transactions, if the counterparties fail to meet their obligations or if we have material indemnification obligations under such agreements, our business, results of operations, and financial condition may be materially adversely affected.

In connection with our separation transactions, we entered into various agreements with Arconic Corporation and Alcoa Corporation, including respective Separation and Distribution agreements pursuant to which Arconic Corporation and Alcoa Corporation agreed to indemnify us for certain liabilities, and we agreed to indemnify those parties for certain liabilities. We rely on these parties to satisfy their performance and payment obligations under these agreements. If either party is unable or unwilling to satisfy its obligations under its applicable agreements, we could incur operational difficulties and/or material losses. The indemnities that we are required to provide Alcoa Corporation and Arconic Corporation under these agreements are currently not material. If either Alcoa Corporation or Arconic Corporation is not able to fully satisfy its indemnification obligations to us, we may be required to bear such losses. Each of these risks could negatively affect our business, results of operations, and financial condition.

Item 1B. Unresolved Staff Comments.

None.

Item 1C. Cybersecurity

Cybersecurity is a critical component of the Company's overall enterprise risk management program. Howmet has implemented a framework of principles, policies, and technology designed to protect our systems and data from cybersecurity threats. The Company's Board of Directors (the "Board"), through its Cybersecurity Committee, is actively engaged in overseeing and reviewing the Company's cybersecurity programs and risk management. Although past cybersecurity incidents did not have a material impact on the Company, including our strategy, financial condition, or results of operations, the scope and impact of any future cybersecurity threat or incident cannot be predicted. See [Part I, Item 1A](#), (Risk Factors) for more information on how material cybersecurity incidents may impact the Company.

Howmet has implemented a multi-faceted cybersecurity risk management framework, which includes progressing toward alignment with cybersecurity standards published by the National Institute of Standards and Technology and achievement of the Department of Defense (DoD) Cybersecurity Maturity Model Certification, which will require companies like Howmet that do business with the DoD to obtain specific third-party certifications relating to specified cybersecurity standards to be eligible for new contract awards. We deploy and operate preventive and detective controls and processes to mitigate cybersecurity threats, including monitoring our network for known vulnerabilities and signs of unauthorized attempts to access our data and systems. Our approach includes conducting internal vulnerability assessments, external penetration testing, and attack simulation. In addition, the Company subscribes to third-party managed security service providers that continuously monitor the Company's systems to assist with early cybersecurity threat detection and protection. Howmet conducts cybersecurity risk assessments of key vendors and other counterparties for any potential risks. Risk-based action plans are further developed to take into account evolving threats, which result in recommendations for new protocols and infrastructure. The Company has a robust program of employee education on the prevention of unauthorized access to Company information and systems.

The Company's cybersecurity risk management is integrated in our overall risk management processes. Our enterprise risks, including cybersecurity risks, are reviewed on a biannual basis. The review involves participation and engagement by, among

others, subject matter experts like the Company's Chief Information Security Officer ("CISO") and Chief Information Officer ("CIO"), representatives of the Company's business segments, and executive management. Mitigation plans are deployed across the Company with cross-functional collaboration as applicable. Enterprise risk management is reviewed with the Board annually.

In the event of a potential material cybersecurity incident or ransomware demand, Howmet has adopted a policy to respond to such event, which includes protocols and procedures to, among other things, escalate the incident or demand, form a core cross-functional response leadership team (including the CISO and CIO) to assess severity, formulate response and remediation, and determine any required reporting or notifications.

The Cybersecurity Committee, which originated in 2015 as a dedicated cybersecurity subcommittee of the Audit Committee, was made a formal committee of the Board in 2022. The Cybersecurity Committee assists the Board in its oversight of the Company's cybersecurity programs and risks. Its responsibilities include reviewing the state of the Company's cybersecurity, its strategy, policies, and procedures to mitigate cybersecurity risks, and any significant cybersecurity incidents. The Committee also considers the cybersecurity threat landscape and the impact of emerging cybersecurity developments and regulations that may affect Howmet. The Cybersecurity Committee currently comprises three members and meets at least quarterly with members of management, including the CISO and CIO. The Cybersecurity Committee may, from time to time, invite third-party advisors and experts as it deems appropriate. Pursuant to guidelines adopted by the Cybersecurity Committee, management is required to report immediately to the Chair of the Cybersecurity Committee upon the occurrence of certain cybersecurity incidents and ransomware demands. The Cybersecurity Committee reports to the full Board after each of its meetings and as needed regarding the cybersecurity risks, incidents, and other matters reviewed and considered by the Committee. The Company's CISO leads management's assessment, prevention, and management of cybersecurity risks. The CISO reports to the CIO who has responsibility for the usability, implementation, and management of our information and computing systems. Both bring to their roles extensive experience in information technology and cybersecurity:

- The Company's CISO joined the Company in 2022. The CISO has over 20 years of experience in information technology, cybersecurity and physical security management, including as Cybersecurity Operations Director at United States Steel Corporation (2020-2022); Director, Global Information Security and Compliance at Kennametal, Inc. (2018-2020); and Global Chief Information Security Officer/HIPAA Security Officer at Westlake Chemical (2013-2017). The CISO holds a Bachelor of Sciences degree in Information Systems Management from Carlow University and a Master of Sciences degree in Information Systems from Robert Morris University and is a Certified Systems Security Professional.
- The Company's CIO joined the Company in 2021. The CIO has over 20 years of experience in information technology, including, most recently, as Vice President Global IT and Chief Information Officer at Varroc Lighting Systems (2018-2021) and Chief Information Officer at AM General LLC (2016-2018). The CIO holds a Bachelor of Engineering degree in Industrial Engineering from Universidad de Lima.

Item 2. Properties.

Howmet's principal office and corporate center is located at 201 Isabella Street, Suite 200, Pittsburgh, Pennsylvania 15212-5872. In the second quarter of 2022, the Company sold this property and entered into a 12-year lease with the purchaser for a portion of the property.

Howmet leases some of its facilities; however, it is the opinion of management that the leases do not materially affect the continued use of the properties or the properties' values.

Howmet believes that its facilities are suitable and adequate for its operations. Although no title examination of properties owned by Howmet has been made for the purpose of this report, the Company knows of no material defects in title to any such properties. See [Note A](#) and [Note N](#) to the Consolidated Financial Statements in [Part II, Item 8](#) of this Form 10-K for additional information.

Howmet has active plants and holdings in various geographic areas. See the table regarding the Company's principal facilities in [Part I, Item 1](#) (Business).

Item 3. Legal Proceedings.

In the ordinary course of its business, Howmet is involved in a number of lawsuits and claims, both actual and potential. For a discussion of legal proceedings, see [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#) of this Form 10-K.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

The Company's common stock is listed on the New York Stock Exchange under the symbol "HWM."

The number of holders of record of common stock was 8,656 as of February 10, 2025.

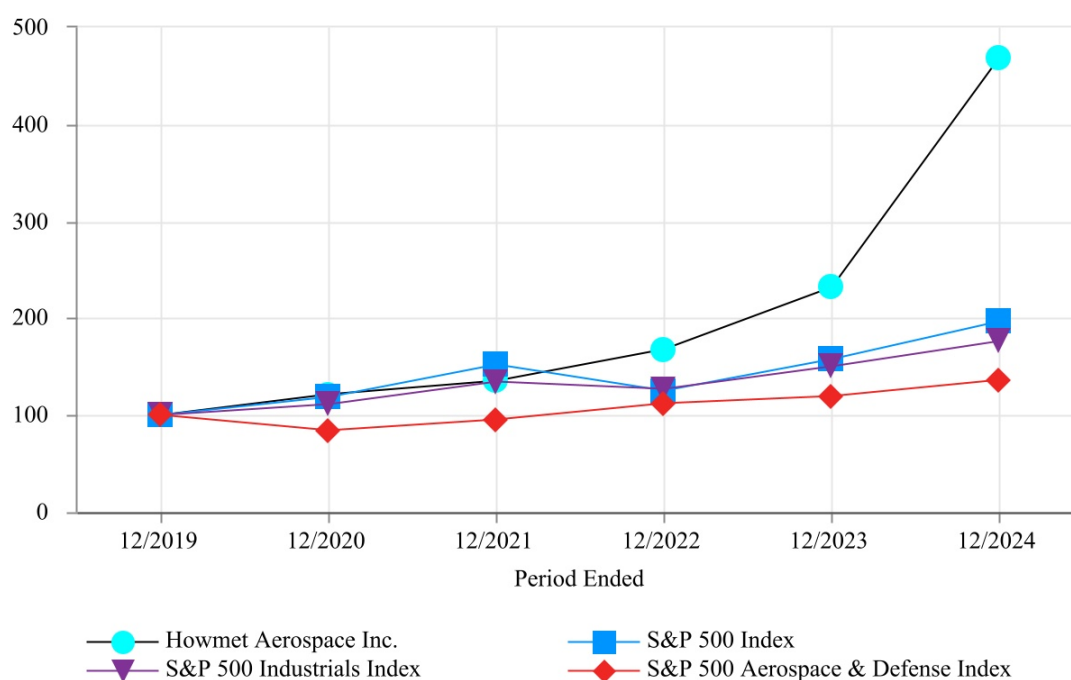
Stock Performance Graph

The following graph compares the most recent five-year performance of the Company's common stock with (1) the Standard & Poor's ("S&P") 500[®] Index, (2) the S&P 500[®] Industrials Index, a group of 78 companies categorized by Standard & Poor's as active in the "industrials" market sector, and (3) the S&P 500[®] Aerospace & Defense Index, which comprises Axon Enterprise, Inc., General Dynamics Corporation, General Electric Company (operating as GE Aerospace), Howmet Aerospace Inc., Huntington Ingalls Industries, Inc., L3Harris Technologies, Inc., Lockheed Martin Corporation, Northrop Grumman Corporation, RTX Corporation, Textron Inc., The Boeing Company, and Transdigm Group Incorporated.

The graph assumes, in each case, an initial investment of \$100 on December 31, 2019, and the reinvestment of dividends. The historical prices of the Company presented in the graph and table have been adjusted to reflect the impact of the April 2020 Arconic Inc. Separation Transaction by removing the estimated value of Arconic Corporation rather than reflecting the value of Arconic Corporation as a dividend as of April 1, 2020. The graph, table and related information shall not be deemed to be "filed" with the SEC, nor shall such information be incorporated by reference into future filings under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that the Company specifically incorporates it by reference into such filing.

Cumulative Total Return

Based upon an initial investment of \$100 at December 31, 2019 with dividends reinvested



As of December 31,	2019	2020	2021	2022	2023	2024
Howmet Aerospace Inc.	\$ 100.00	\$ 121.11	\$ 135.24	\$ 167.93	\$ 231.48	\$ 469.20
S&P 500 [®] Index	100.00	118.40	152.39	124.79	157.59	197.02
S&P 500 [®] Industrials Index	100.00	111.06	134.52	127.15	150.20	176.44
S&P 500 [®] Aerospace & Defense Index	100.00	83.94	95.03	111.54	119.09	136.24

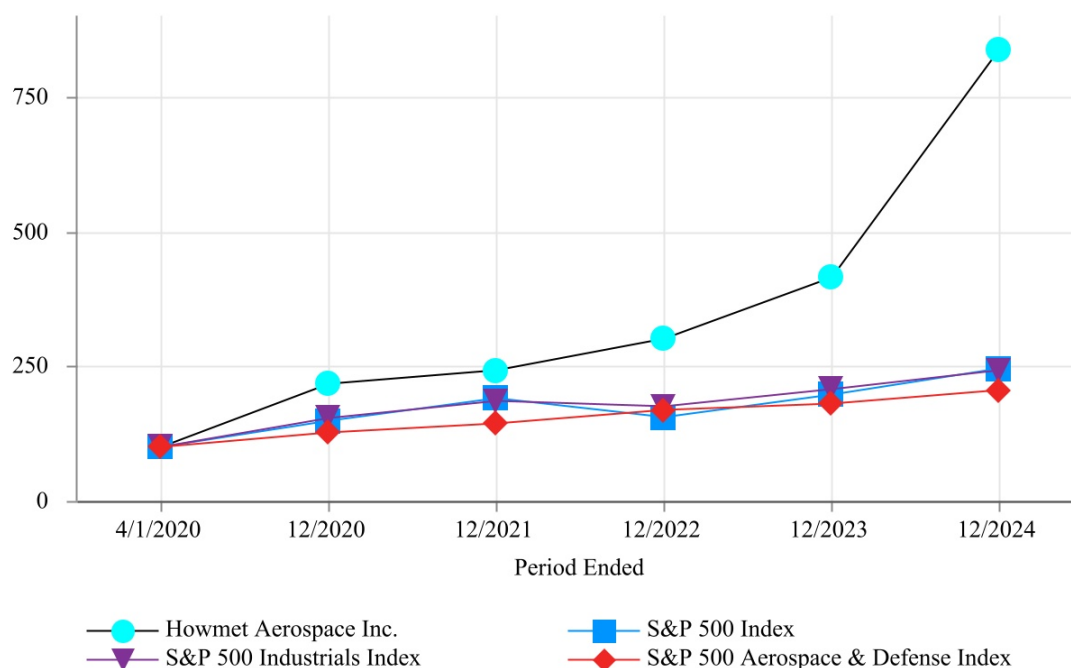
Supplemental Stock Performance Graph Beginning with Arconic Inc. Separation Transaction

In addition, the Company is providing the following supplemental graph which begins on April 1, 2020, the effective date of the Arconic Inc. Separation Transaction. The graph compares the Company's common stock performance from April 1, 2020 to December 31, 2024 with (1) the S&P 500[®] Index, (2) the S&P 500[®] Industrials Index and (3) the S&P 500[®] Aerospace & Defense Index.

The graph assumes, in each case, an initial investment of \$100 on April 1, 2020, the date of the Arconic Inc. Separation Transaction and the reinvestment of dividends. The historical prices of the Company presented in the graph and table have been adjusted to reflect the impact of the April 2020 Arconic Inc. Separation Transaction by removing the estimated value of Arconic Corporation rather than reflecting the value of Arconic Corporation as a dividend as of April 1, 2020.

Cumulative Total Return

Based upon an initial investment of \$100 at April 1, 2020 with dividends reinvested



As of	4/1/2020	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024
Howmet Aerospace Inc.	\$ 100.00	\$ 216.21	\$ 241.44	\$ 299.80	\$ 413.25	\$ 837.65
S&P 500 [®] Index	100.00	147.26	189.53	155.20	196.00	245.04
S&P 500 [®] Industrials Index	100.00	152.24	184.39	174.29	205.89	241.86
S&P 500 [®] Aerospace & Defense Index	100.00	126.52	143.25	168.13	179.51	205.36

Issuer Purchases of Equity Securities

The following table presents information with respect to the Company's open-market repurchases of its common stock during the quarter ended December 31, 2024:

Period	Total Number of Shares Purchased	Average Price Paid Per Share ⁽¹⁾	Total Number of Shares Purchased as Part of Publicly Announced Repurchase Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ⁽¹⁾⁽²⁾ (in millions)
October 1 - October 31, 2024	872,490	\$ 103.15	872,490	\$ 2,297
November 1 - November 30, 2024	386,401	\$ 116.46	386,401	\$ 2,252
December 1 - December 31, 2024	472,302	\$ 116.45	472,302	\$ 2,197
Total for quarter ended December 31, 2024	1,731,193	\$ 109.75	1,731,193	

⁽¹⁾ Excludes commissions cost.

⁽²⁾ The Company has a share repurchase program (the "Share Repurchase Program") that, after giving effect to the additional \$50 million share repurchases made in January 2025 at an average price per share of \$116.39, retiring approximately 0.4 million shares, has approximately \$2,147 million in Board authorization remaining available as of January 31, 2025. The current Share Repurchase Program was authorized by the Company's Board of Directors on August 18, 2021 at \$1,500 million, which was increased by the Board by \$2,000 million on July 30, 2024. Under the Company's Share Repurchase Program, the Company may repurchase shares by means of trading plans established from time to time in accordance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, block trades, private transactions, open market repurchases and/or accelerated share repurchase agreements or other derivative transactions. There is no stated expiration for the Share Repurchase Program. Under its Share Repurchase Program, the Company may repurchase shares from time to time, in amounts, at prices, and at such times as the Company deems appropriate, subject to market conditions, legal requirements and other considerations. The Company is not obligated to repurchase any specific number of shares or to do so at any particular time, and the Share Repurchase Program may be suspended, modified, or terminated at any time without prior notice.

Item 6. Selected Financial Data.

Reserved.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(dollars in millions, except share and per-share amounts)

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand our results of operations and financial condition. The MD&A is provided as a supplement to, and should be read in conjunction with, our consolidated financial statements and notes thereto included in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K.

Overview

Our Business

Howmet is a global leader in lightweight metals engineering and manufacturing. Howmet's innovative, multi-material products, which include nickel, titanium, aluminum, and cobalt, are used worldwide in the aerospace (commercial and defense), commercial transportation, and industrial and other markets.

Howmet is a global company operating in 19 countries. Based upon the country where the point of shipment occurred, North America and Europe generated 71% and 23%, respectively, of Howmet's sales in 2024. In addition to the United States, Canada, and Mexico in North America and France, United Kingdom, Hungary, and Germany in Europe, Howmet has operating activities in numerous other countries and regions, including Japan and China. Governmental policies, laws and regulations, and other economic factors, including inflation, customer requirements, tariffs, and fluctuations in foreign currency exchange rates and interest rates, affect the results of operations in countries with such activities.

Management Review of 2024 and Outlook

The Company derived approximately 52% of its revenue from products sold to the commercial aerospace market for the year ended December 31, 2024. Aircraft production in the commercial aerospace industry continues to grow based on increases in demand for narrow body and wide body aircraft. We expect our commercial aerospace wide body and narrow body demand, including engine spares, also to continue to grow. Quality control issues at The Boeing Company ("Boeing") have had and are expected to continue to have a negative impact on narrow body and wide body production rates in the near term. For instance, the Federal Aviation Administration stated that it will not approve production rate increases above 38 aircraft per month or additional production lines for the Boeing 737 MAX until it is satisfied that Boeing is in full compliance with required quality control procedures. In addition, a labor union work stoppage and ensuing production restart at Boeing has negatively impacted results. Boeing production levels have had and are expected to have a material impact on the financial performance of Howmet. The timing and level of future aircraft builds by OEMs are subject to changes and uncertainties, which may cause our future results to differ from prior periods due to changes in product mix in certain segments.

In 2024, Sales increased 12% from 2023 primarily as a result of higher volumes in the commercial aerospace, defense aerospace, and industrial and other markets, and favorable product pricing, partially offset by lower volumes in the commercial transportation market. Product price increases are in excess of material and inflationary cost pass through to our customers.

Income before income taxes increased 42% from 2023. Total Segment Adjusted EBITDA⁽¹⁾ increased 27% from 2023 primarily due to favorable sales in the commercial aerospace, defense aerospace, and industrial and other markets as well as favorable product pricing.

Management continued its focus on liquidity and cash flows as well as improving its operating performance through profitable revenue, efficient operations, and margin enhancement. Management has also continued its intensified focus on capital efficiency. Management's focus and the related results enabled Howmet to end 2024 with a solid financial position.

The following financial information reflects certain key highlights of Howmet's 2024 results:

- Sales of \$7,430, an increase of 12% from 2023, driven by higher sales in the commercial aerospace, defense aerospace, and industrial and other markets, partially offset by lower sales in the commercial transportation market;
- Net income of \$1,155, or \$2.81 per diluted share;
- Income before income taxes of \$1,383, an increase of \$408, or 42%, from 2023;
- Total Segment Adjusted EBITDA⁽¹⁾ of \$2,009, an increase of \$422, or 27%, from 2023;
- Cash on hand and restricted cash at the end of the year of \$565;
- Cash provided from operations of \$1,298; cash used for financing activities of \$1,026; and cash used for investing activities of \$316;
- Repurchased the Company's common stock of approximately 6 million shares under the Share Repurchase Program for approximately \$500;

- Total debt of \$3,315, a net decrease of \$391 from 2023, reflecting repurchases and redemption of \$600 aggregate principal amount of the 6.875% Notes due May 2025 (the “2025 Notes”), redemption of \$205 aggregate principal amount of the 5.125% Notes due October 2024 (the “2024 Notes”), early partial prepayment of \$60 aggregate principal amount of its USD term loan, partially offset by the issuance of \$500 aggregate principal amount of the 4.850% Notes due October 2031 (the “2031 Notes”), net of the cross-currency swap that synthetically converted the 2031 Notes into a lower fixed-interest-rate Euro liability; and
- The Company’s common stock had a closing price of \$109.37 per share as of December 31, 2024, an increase of \$96.17 per share, or 729%, since the Arconic Inc. Separation Transaction on April 1, 2020, compared to an increase of 138% for the S&P 500® Index and 99% for the S&P 500® Aerospace & Defense Index over the same period.

⁽¹⁾ See below in Results of Operations for the reconciliation of Total Segment Adjusted EBITDA to Income before income taxes.

In 2025, management projects sales to increase as we expect solid growth in the commercial aerospace market, and the Company’s strong position in that market is expected to continue, including engines spares. Earnings per share is expected to grow as management continues to focus on revenue growth and operational performance. Cash provided from operations is expected to increase for the full year in 2025 compared with 2024, resulting from a continued focus on operating performance and on capital efficiency. Capital expenditures are expected to increase with additional investments in capacity expansions. Governmental policies, laws and regulations, and other economic factors, including inflation, customer requirements, tariffs, and fluctuations in foreign currency exchange rates and interest rates, may affect future results of operations and cash flow.

Results of Operations

Earnings Summary

Sales. Sales for 2024 were \$7,430 compared with \$6,640 in 2023, an increase of \$790, or 12%. The increase was primarily due to higher sales in the commercial aerospace, defense aerospace, and industrial and other markets, including engine spares, and favorable product pricing, partially offset by lower volumes in the commercial transportation market. Product price increases are in excess of inflationary cost pass through to our customers.

Sales for 2023 were \$6,640 compared with \$5,663 in 2022, an increase of \$977, or 17%. The increase was primarily due to higher sales in the commercial aerospace, defense aerospace, commercial transportation, and industrial and other markets, favorable product pricing, and an increase in material cost pass through. Product price increases are in excess of inflationary pass through to our customers.

Cost of goods sold (“COGS”). COGS as a percentage of Sales was 68.9% in 2024 compared with 71.9% in 2023. The decrease was primarily due to higher volumes and favorable product pricing, partially offset by increased net headcount, primarily in the Engine Products segment, in support of expected revenue increases. The Company had total COGS net reimbursements of \$18 in 2024 due to the final settlement of the insurance claim related to a mechanical failure that occurred in 2022 resulting in substantial heat and fire-related damage to equipment at the Forged Wheels’ cast house in Barberton, Ohio (the “Barberton Cast House Incident”) in the second quarter of 2024 and the final settlement of the insurance claim related to the fires that occurred in 2019 at a Fastening Systems plant in France (the “France Plant Fire”) in the fourth quarter of 2024, compared to total COGS insurance claims reimbursements of \$19 in 2023, partially offset by charges of \$7 in 2023, related to the France Plant Fire and Barberton Cast House Incident. The insurance claims related to the Barberton Cast House Incident and the France Plant Fire have now been completed. All cash related to the insurance claims has been collected as of January 2025.

COGS as a percentage of Sales was 71.9% in 2023 compared with 72.5% in 2022. The decrease was primarily due to higher volumes, favorable product pricing, and lower costs related to three plant fires, partially offset by material cost pass through and increased net headcount, primarily in the Engine Products and Fastening Systems segments, in support of expected revenue increases. The Company had total COGS insurance claims reimbursements of \$19 in 2023, partially offset by charges of \$7, related the France Plant Fire and the Barberton Cast House Incident, compared to total COGS charges of \$59 in 2022, offset by partial insurance claims reimbursements of \$23, related to a fire at a Forged Wheels plant in Barberton, Ohio in mid-February 2020 (the “Barberton Plant Fire”) and the France Plant Fire. The insurance claims related to these three plant fires were in excess of the insurance deductible. During the fourth quarter of 2022, the Company settled the insurance claim related to the Barberton Plant Fire.

Selling, general administrative, and other expenses (“SG&A”). SG&A expenses were \$347, or 4.7% of Sales, in 2024 compared with \$333, or 5.0% of Sales, in 2023. The increase in SG&A of \$14, or 4%, was primarily due to higher employment costs.

SG&A expenses were \$333, or 5.0% of Sales, in 2023 compared with \$288, or 5.1% of Sales, in 2022. The increase in SG&A of \$45, or 16%, was primarily due to higher employment costs and legal fees.

Research and development expenses (“R&D”). R&D expenses were \$33 in 2024 compared with \$36 in 2023. The decrease of \$3, or 8%, was primarily due to the timing of spending on technology projects.

R&D expenses were \$36 in 2023 compared with \$32 in 2022. The increase of \$4, or 13%, was primarily due to higher spending on technology projects to support the aerospace business.

Provision for depreciation and amortization (“D&A”). The provision for D&A was \$277 in 2024 compared with \$272 in 2023. The increase of \$5, or 2%, was primarily driven by the disposal of unused assets in the Engine Products segment.

The provision for D&A was \$272 in 2023 compared with \$265 in 2022. The increase of \$7, or 3%, was primarily driven by higher depreciation in the Engine Products segment.

Restructuring and other charges. Restructuring and other charges were \$21 in 2024 compared with \$23 in 2023 and \$56 in 2022.

Restructuring and other charges in 2024 consisted primarily of a \$13 net loss on the sale of a small U.K. manufacturing facility in Engineered Structures and \$10 charge for layoff costs.

Restructuring and other charges in 2023 consisted primarily of a \$12 charge for impairment of assets primarily related to decommissioned fixed assets in Engineered Structures, a \$5 charge for U.S. and Canadian pension plans’ settlement accounting, a \$3 charge for layoff costs, a \$3 charge for various other exit related costs primarily for the closures of small manufacturing facilities, and a \$2 charge for accelerated depreciation primarily related to the closure of a small Engineered Structures facility in the U.K. The Company has closed or sold some small manufacturing facilities including three in the U.K. and may, in the future, close additional small facilities in order to consolidate operations, reduce fixed costs, and exit less profitable businesses.

Restructuring and other charges in 2022 consisted primarily of a \$58 charge for U.K. and U.S. pension plans’ settlement accounting and a \$6 charge for various other exit costs. These charges were partially offset by a gain of \$8 on the sale of assets at a small U.S. manufacturing facility in Engine Products.

See [Note D](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for additional detail.

Interest expense, net. Interest expense, net was \$182 in 2024 compared with \$218 in 2023. The decrease of \$36, or 17%, was primarily due to the early redemptions of the 6.875% Notes due May 2025 (the “2025 Notes”) during various periods in 2024, the early redemptions of the 5.125% Notes due October 2024 (the “2024 Notes”) during various periods during 2023 and 2024, and the early partial prepayment of its USD term loan, partially offset by the August 2024 issuance of \$500 aggregate principal amount of the 2031 Notes, net of the cross-currency swap that synthetically converted the 2031 Notes into a lower fixed-interest-rate Euro liability. Long-term debt, including long-term debt due within one year, has been reduced by \$847 from December 31, 2022 to December 31, 2024. On an annual basis, the debt reduction and refinancing activities in 2024 will decrease Interest expense, net by approximately \$37.

Interest expense, net was \$218 in 2023 compared with \$229 in 2022. The decrease of \$11, or 5%, was primarily due to a reduced average level of debt for the year ended December 31, 2023 compared to the year ended December 31, 2022.

See [Note Q](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for additional detail related to the Company’s debt.

Loss on debt redemption. Debt redemption or tender premiums include the cost to redeem or repurchase certain of the Company’s notes at a price which may be equal to the greater of the principal amount or the sum of the present values of the remaining scheduled payments, discounted using a defined treasury rate plus a spread, or a price based on the market price of its notes.

Loss on debt redemption was \$6 in 2024 compared with \$2 in 2023. The increase of \$4, or 200%, was primarily due to the debt premiums paid on the early redemption of the 2025 Notes in the third quarter of 2024.

Loss on debt redemption was \$2 in both 2023 and 2022 due to the debt premiums paid on the early redemption of the 2024 Notes.

See [Note Q](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for additional detail related to the Company’s debt.

Other expense, net. Other expense, net was \$62 in 2024 compared with \$8 in 2023. The increase in expense of \$54 was primarily due to the reversal in the second quarter ended June 30, 2023 of \$25, net of legal fees of \$1, of the \$65 pre-tax charge taken in the third quarter of 2022 related to the Lehman Brothers International (Europe) (“LBIE”) legal proceeding as a result of the final settlement of such proceeding in June 2023 (See [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#)) (Financial Statements and Supplementary Data), increases in foreign currency losses, net of \$15, and an increase in the impacts of deferred compensation arrangements of \$5. Non-service related net periodic benefit costs related to defined benefit plans and other postretirement benefit plans is expected to remain relatively flat from 2024 to 2025.

Other expense, net was \$8 in 2023 compared with \$82 in 2022. The decrease in expense of \$74 was primarily due to the reversal of \$25 of the \$65 pre-tax charge taken in the third quarter of 2022 related to the LBIE legal proceeding which was settled in the second quarter of 2023 (See [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#)) (Financial Statements and Supplementary Data) and higher interest income of \$17, partially offset by the impacts of deferred compensation arrangements of \$18, higher non-service related net periodic benefit costs related to pension and other postretirement benefit plans in 2023 of \$13, and an increase from net realized and unrealized losses of \$4, primarily related to mark-to-market adjustments on exchange-traded fixed income securities and losses on sales of receivables.

See [Note F](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for additional detail.

Income taxes. Howmet’s effective tax rate was 16.5% (provision on pre-tax income) in 2024 compared with the U.S. federal statutory rate of 21%. The effective tax rate differs from the U.S. federal statutory rate primarily due to the completion of an R&D study which resulted in a \$44 net benefit related to prior years of U.S. federal and state R&D credits and related impacts, a \$15 net benefit related to current year U.S. federal and state R&D credits and related impacts, a \$25 benefit related to a U.S. deduction on Foreign Derived Intangible Income, an \$11 net benefit related to various other credits, a \$10 excess benefit for stock compensation, a \$6 benefit to release a valuation allowance related to U.S. state tax losses and credits, and a \$4 benefit to release a valuation allowance related to U.S. foreign tax credits, partially offset by \$12 of U.S. tax on Global Intangible Low-Taxed Income (“GILTI”) and other foreign earnings, \$15 of incremental state tax and foreign taxes on earnings also subject to U.S. federal income tax, \$11 of charges related to nondeductible expenses, and \$8 of net foreign tax cost related to foreign earnings subject to withholding tax and local tax in high tax rate jurisdictions. On October 8, 2021, the Organization for Economic Cooperation and Development (“OECD”) released the Pillar Two model rules introducing a 15% global minimum tax under the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting. The Pillar Two directive has been implemented, or is expected to be implemented, through domestic legislation in multiple countries where the Company operates. While the Company does not expect the adoption of the Pillar Two framework to have a material impact on its effective tax rate, we continue to monitor any additional guidance released by the OECD, along with the pending and adopted legislation in the countries where we operate.

Howmet anticipates that the effective tax rate in 2025 will be between 20.5% and 21.5%. However, changes in the current economic environment, tax legislation or rate changes, currency fluctuations, ability to realize deferred tax assets, movements in stock price impacting tax benefits or deficiencies on stock-based payment awards, and the results of operations in certain taxing jurisdictions may cause this estimated rate to fluctuate.

Howmet’s effective tax rate was 21.5% (provision on pre-tax income) in 2023 compared with the U.S. federal statutory rate of 21%. The effective tax rate differs from the U.S. federal statutory rate primarily as a result of a \$21 charge for a tax reserve established in France, \$10 of incremental state tax and foreign taxes on earnings also subject to U.S. federal income tax, and \$8 of charges related to nondeductible expenses, partially offset by a \$14 benefit to release a valuation allowance related to U.S. foreign tax credits, a \$9 excess benefit for stock compensation, \$7 of benefits related to tax credits, a \$2 benefit to release a valuation allowance related to U.S. state tax losses and credits, and a \$2 benefit to revalue deferred taxes for changes to apportioned U.S. state tax rates.

Howmet’s effective tax rate was 22.6% (provision on pre-tax income) in 2022 compared with the U.S. federal statutory rate of 21%. The effective tax rate differs from the U.S. federal statutory rate primarily as a result of a \$12 charge related to an increase in the valuation allowance on a foreign tax credit carryforward in the U.S., \$8 of charges related to U.S. tax on GILTI and other foreign earnings, \$8 of charges related to nondeductible expenses, and \$5 of incremental state tax and foreign taxes on earnings also subject to U.S. federal income tax, partially offset by a \$6 benefit for the release of a valuation allowance on interest deduction carryforwards in the U.K., a \$5 benefit related to a tax accounting method change, a \$5 excess benefit for stock compensation, and a \$3 benefit related to a distribution of foreign earnings. The Inflation Reduction Act of 2022 (the “Act”) was signed into law on August 16, 2022. The Act includes various tax provisions, including a 1% excise tax on net stock repurchases, expanded tax credits for clean energy incentives, and a corporate alternative minimum tax that generally applies to U.S. corporations with average adjusted financial statement income over a three-year period in excess of \$1,000. The Company does not expect the Act to materially impact its financial statements.

See [Note H](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for additional detail.

Net income. Net income was \$1,155, or \$2.81 per diluted share, for 2024 compared to \$765, or \$1.83 per diluted share, in 2023. The increase in results of \$390, or 51%, was primarily due to higher volumes in the commercial aerospace, defense aerospace, and industrial and other markets, including engines spares, favorable product pricing, a reduction in interest expense due to lower long-term debt levels, and a lower tax rate due to the completion of an R&D study, partially offset by lower volumes in the commercial transportation market and net impacts of foreign currency.

Net income was \$765, or \$1.83 per diluted share, for 2023 compared to \$469, or \$1.11 per diluted share, in 2022. The increase in results of \$296, or 63%, was primarily due to higher sales in the commercial aerospace market, favorable product pricing, a change of \$90 due to the reversal of \$25 of the \$65 pre-tax charge taken in the third quarter of 2022 related to the LBIE legal proceeding (See [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#)), a decrease in Restructuring and other charges of \$33, and a decrease in Interest expense, net of \$11, partially offset by an increase in the Provision for income taxes primarily driven by an increase in income before income taxes.

Segment Information

The Company's operations consist of four worldwide reportable segments: Engine Products, Fastening Systems, Engineered Structures and Forged Wheels. Segment performance under Howmet's management reporting system is evaluated based on Segment Adjusted EBITDA. The Company's Chief Executive Officer, who has been determined to be our Chief Operating Decision Maker ("CODM"), believes that Segment Adjusted EBITDA provides information with respect to the Company's operating performance and the Company's ability to meet its financial obligations. Howmet's definition of Segment Adjusted EBITDA (Earnings before interest, taxes, depreciation, and amortization) is net margin plus an add-back for depreciation and amortization. Net margin is equivalent to Sales minus the following items: Cost of goods sold; Selling, general administrative, and other expenses; Research and development ("R&D") expenses; and Provision for depreciation and amortization. Special items, including Restructuring and other charges, are excluded from net margin and Segment Adjusted EBITDA. The Company's CODM considers forecast-to-actual variances for Segment Adjusted EBITDA when allocating resources across the Company's reportable segments. Segment Adjusted EBITDA may not be comparable to similarly titled measures of other companies. Differences between the total segment and consolidated totals are in Corporate. (See [Note C](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K).

The Company has aligned its operations consistent with how the CEO assesses operating performance and allocates capital.

Income before income taxes totaled \$1,383 in 2024, \$975 in 2023, and \$606 in 2022. Segment Adjusted EBITDA for all reportable segments totaled \$2,009 in 2024, \$1,587 in 2023, and \$1,352 in 2022. See below for the reconciliation of Total Segment Adjusted EBITDA to Income before income taxes.

The following information provides Sales, Segment Adjusted EBITDA, and Segment Adjusted EBITDA Margin for each reportable segment for each of the three years in the period ended December 31, 2024.

Engine Products

	2024	2023	2022
Third-party sales	\$ 3,735	\$ 3,266	\$ 2,698
Segment Adjusted EBITDA	1,150	887	729
Segment Adjusted EBITDA Margin	30.8 %	27.2 %	27.0 %

Engine Products produces investment castings, including airfoils, and seamless rolled rings primarily for aircraft engines (aerospace commercial and defense) and industrial gas turbine applications. Engine Products produces rotating parts as well as structural parts, which are sold directly to customers. Generally, the sales and costs and expenses of this segment are transacted in the local currency of the respective operations, which are mostly the U.S. dollar, British pound, euro, and Japanese yen.

Third-party sales for the Engine Products segment increased \$469, or 14%, in 2024 compared with 2023, primarily due to growth in the commercial aerospace, defense aerospace, oil and gas, and industrial gas turbine markets, including spares growth.

Third-party sales for the Engine Products segment increased \$568, or 21%, in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace, defense aerospace, industrial gas turbine, and oil and gas markets.

Segment Adjusted EBITDA for the Engine Products segment increased \$263, or 30%, in 2024 compared with 2023, primarily due to growth in the commercial aerospace, defense aerospace, oil and gas, and industrial gas turbine markets. The segment absorbed approximately 1,205 net headcount since the end of 2023 in support of expected revenue increases, resulting in unfavorable near-term recruiting, training, and operational costs.

Segment Adjusted EBITDA for the Engine Products segment increased \$158, or 22%, in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace, defense aerospace, industrial gas turbine, and oil and gas markets. The segment absorbed approximately 1,030 net headcount since the end of 2022 in support of expected revenue increases, resulting in unfavorable near-term recruiting, training, and operational costs.

Segment Adjusted EBITDA Margin for the Engine Products segment increased approximately 360 basis points in 2024 compared with 2023, primarily due to growth in the commercial aerospace, defense aerospace, oil and gas, and industrial gas turbine markets.

Segment Adjusted EBITDA Margin for the Engine Products segment increased approximately 20 basis points in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace, defense aerospace, industrial gas turbine, and oil and gas markets, partially offset by an increase in headcount and inflationary costs.

In 2025, as compared to 2024, demand in the commercial aerospace, defense aerospace, industrial gas turbine, and oil and gas markets is expected to increase. Governmental policies, laws and regulations, and other economic factors, including inflation, customer requirements, tariffs, and fluctuations in foreign currency exchange rates and interest rates, may affect future results of operations and cash flow.

Fastening Systems

	2024	2023	2022
Third-party sales	\$ 1,576	\$ 1,349	\$ 1,117
Segment Adjusted EBITDA	406	278	234
Segment Adjusted EBITDA Margin	25.8 %	20.6 %	20.9 %

Fastening Systems produces aerospace and industrial fastening systems, as well as commercial transportation fasteners. The business's high-tech, multi-material fastening systems are found nose to tail on aircraft and aero engines. The business's products are also critical components of commercial transportation vehicles and construction and industrial equipment. Fastening Systems are sold directly to customers and through distributors. Generally, the sales and costs and expenses of this segment are transacted in the local currency of the respective operations, which are mostly the U.S. dollar, British pound, and euro.

Third-party sales for the Fastening Systems segment increased \$227, or 17%, in 2024 compared with 2023, primarily due to growth in the commercial aerospace market, including wide body recovery.

Third-party sales for the Fastening Systems segment increased \$232, or 21%, in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace, including the emerging wide body recovery, commercial transportation, defense aerospace, and industrial markets.

Segment Adjusted EBITDA for the Fastening Systems segment increased \$128, or 46%, in 2024 compared with 2023, primarily due to growth in the commercial aerospace market, productivity gains which included reduced net headcount of approximately 135, and impacts of foreign currency.

Segment Adjusted EBITDA for the Fastening Systems segment increased \$44, or 19%, in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace, commercial transportation, defense aerospace, and industrial markets. The segment absorbed approximately 435 net headcount since the end of 2022 in support of expected revenue increases, resulting in unfavorable near-term recruiting, training, and operational costs.

Segment Adjusted EBITDA Margin for the Fastening Systems segment increased approximately 520 basis points in 2024 compared with 2023, primarily due to growth in the commercial aerospace market as well as productivity gains.

Segment Adjusted EBITDA Margin for the Fastening Systems segment decreased approximately 30 basis points in 2023 compared with 2022, primarily due to an increase in headcount and inflationary costs, partially offset by higher volumes in the commercial aerospace, commercial transportation, defense aerospace, and industrial markets.

In 2025, as compared to 2024, demand in the commercial aerospace market is expected to increase. Demand in the commercial transportation market is not expected to recover before mid year of 2025 with some growth starting in the second half of 2025. Governmental policies, laws and regulations, and other economic factors, including inflation, customer requirements, tariffs, and fluctuations in foreign currency exchange rates and interest rates, may affect future results of operations and cash flow.

Engineered Structures

	2024	2023	2022
Third-party sales	\$ 1,065	\$ 878	\$ 790
Segment Adjusted EBITDA	166	113	111
Segment Adjusted EBITDA Margin	15.6 %	12.9 %	14.1 %

Engineered Structures produces titanium ingots and mill products for aerospace and defense applications and is vertically integrated to produce titanium forgings, titanium extrusions, and machining services for airframe, wing, aero-engine, and landing gear components. Engineered Structures also produces aluminum forgings, nickel forgings, and aluminum machined components, and assemblies for aerospace and defense applications. The segment's products are sold directly to customers and through distributors, and sales and costs and expenses of this segment are generally transacted in the local currency of the respective operations, which are mostly the U.S. dollar.

Third-party sales for the Engineered Structures segment increased \$187, or 21%, in 2024 compared with 2023, primarily due to growth in the commercial aerospace and defense aerospace markets. The Engineered Structures segment is focusing on the optimization of its manufacturing footprint and rationalization of product mix in order to maximize profitability.

Third-party sales for the Engineered Structures segment increased \$88, or 11%, in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace market, including Russian titanium share gains and the emerging wide body recovery, partially offset by lower volumes in the defense aerospace market associated with legacy fighter programs.

Segment Adjusted EBITDA for the Engineered Structures segment increased \$53, or 47%, in 2024 compared with 2023, primarily due to growth in the commercial aerospace and defense aerospace markets. The Engineered Structures segment is focusing on the optimization of its manufacturing footprint and rationalization of product mix in order to maximize profitability.

Segment Adjusted EBITDA for the Engineered Structures segment increased \$2, or 2%, in 2023 compared with 2022, primarily due to higher volumes in the commercial aerospace market, partially offset by lower volumes in the defense aerospace market and additional operating costs from production rate increases not realized due to production bottlenecks at a plant. The segment absorbed approximately 280 net headcount since the end of 2022 in support of expected revenue increases, resulting in unfavorable near-term recruiting, training, and operational costs.

Segment Adjusted EBITDA Margin for the Engineered Structures segment increased approximately 270 basis points in 2024 compared with 2023, primarily due to growth in the commercial aerospace and defense aerospace markets. The Engineered Structures segment is focusing on the optimization of its manufacturing footprint and rationalization of product mix in order to maximize profitability.

Segment Adjusted EBITDA Margin for the Engineered Structures segment decreased approximately 120 basis points in 2023 compared with 2022, primarily due to lower volumes in the defense aerospace market, material and inflationary cost pass through, additional operating costs from production rate increases not realized due to production bottlenecks at a plant, and an increase in headcount, partially offset by higher volumes in the commercial aerospace market.

In 2025, as compared to 2024, demand in the defense aerospace and commercial aerospace markets is expected to increase. Governmental policies, laws and regulations, and other economic factors, including inflation, customer requirements, tariffs, and fluctuations in foreign currency exchange rates and interest rates, may affect future results of operations and cash flow.

Forged Wheels

	2024	2023	2022
Third-party sales	\$ 1,054	\$ 1,147	\$ 1,058
Segment Adjusted EBITDA	287	309	278
Segment Adjusted EBITDA Margin	27.2 %	26.9 %	26.3 %

Forged Wheels produces forged aluminum wheels and related products globally for heavy-duty trucks, trailers, and buses. Forged Wheels' products are sold directly to OEMs and through distributors. Generally, the sales and costs and expenses of this segment are transacted in the local currency of the respective operations, which are mostly the U.S. dollar and euro.

Third-party sales for the Forged Wheels segment decreased \$93, or 8%, in 2024 compared with 2023, primarily due to lower volumes in the commercial transportation market as well as a decrease in aluminum and other inflationary cost pass through.

Third-party sales for the Forged Wheels segment increased \$89, or 8%, in 2023 compared with 2022, primarily due to higher volumes in the commercial transportation market.

Segment Adjusted EBITDA for the Forged Wheels segment decreased \$22, or 7%, in 2024 compared with 2023, primarily due to lower volumes in the commercial transportation market. The segment reduced approximately 160 net headcount since the end of 2023 as a result of lower production.

Segment Adjusted EBITDA for the Forged Wheels segment increased \$31, or 11%, in 2023 compared with 2022, primarily due to higher volumes in the commercial transportation market, partially offset by a supply chain disruption and unfavorable foreign currency movements.

Segment Adjusted EBITDA Margin for the Forged Wheels segment increased approximately 30 basis points in 2024 compared with 2023, primarily due to lower aluminum and other inflationary cost pass through, partially offset by lower volumes in the commercial transportation market.

Segment Adjusted EBITDA Margin for the Forged Wheels segment increased approximately 60 basis points in 2023 compared with 2022, primarily due to higher volumes, partially offset by a supply chain disruption and unfavorable foreign currency movements. The favorable impact of lower aluminum prices was partially offset by other inflationary cost pass through.

In 2025, as compared to 2024, demand in the commercial transportation markets served by Forged Wheels is not expected to recover before mid year of 2025 with some growth starting in the second half of 2025. Governmental policies, laws and regulations, and other economic factors, including inflation, customer requirements, tariffs, and fluctuations in foreign currency exchange rates and interest rates, may affect future results of operations and cash flow.

Reconciliation of Total Segment Adjusted EBITDA to Income before income taxes

	2024	2023	2022
Income before income taxes	\$ 1,383	\$ 975	\$ 606
Loss on debt redemption	6	2	2
Interest expense, net	182	218	229
Other expense, net ⁽¹⁾	62	8	82
Operating income	\$ 1,633	\$ 1,203	\$ 919
Segment provision for depreciation and amortization	270	262	258
Unallocated amounts:			
Restructuring and other charges	21	23	56
Corporate expense	85	99	119
Total Segment Adjusted EBITDA	\$ 2,009	\$ 1,587	\$ 1,352

⁽¹⁾ See [Note F](#) to the Consolidated Financial Statements in [Part II, Item 8](#) of this Form 10-K.

Total Segment Adjusted EBITDA is a non-GAAP financial measure. Management believes that this measure is meaningful to investors because it provides additional information with respect to the Company's operating performance and the Company's ability to meet its financial obligations. Differences between the total segment and consolidated totals are in Corporate.

See Restructuring and other charges, D&A, Loss on debt redemption, Interest expense, net, and Other expense, net discussions above under "Results of Operations" for reference.

Corporate expense decreased \$14, or 14%, in 2024 compared with 2023, primarily due to lower costs associated with closures, supply chain disruptions, and other items of \$13, lower costs related to the collective bargaining agreement negotiations of \$8, and higher net reimbursements related to the France Plant Fire and the Barberton Cast House Incident of \$6, partially offset by higher employment costs in 2024.

Corporate expense decreased \$20, or 17%, in 2023 compared with 2022, primarily due to lower net costs related to the France Plant Fire, the Barberton Plant Fire, and the Barberton Cast House Incident of \$48, partially offset by costs associated with closures, shutdowns, and other items of \$10, costs related to collective bargaining agreement negotiations of \$8, legal and other advisory reimbursements received in 2022 of \$3 which did not recur in 2023, and higher employment costs in 2023.

Environmental Matters

See the Environmental Matters section of [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#) of this Form 10-K.

Liquidity and Capital Resources

Howmet maintains a disciplined approach to cash management and the strengthening of its balance sheet. Management continued to focus on actions to improve Howmet's cost structure and liquidity, providing the Company with the ability to

operate effectively. Such actions included procurement efficiencies and overhead rationalization to reduce costs, working capital initiatives, and maintaining a sustainable level of capital expenditures.

Cash provided from operations and financing activities is expected to be adequate to cover Howmet's operational and business needs over the next 12 months. For an analysis of long-term liquidity, see "Contractual Obligations and Off-Balance Sheet Arrangements" below.

As of December 31, 2024, cash and cash equivalents of Howmet were \$564, of which \$284 was held by Howmet's non-U.S. subsidiaries. If the cash held by non-U.S. subsidiaries were to be repatriated to the U.S., the Company does not expect there to be material income tax consequences.

Operating Activities

Cash provided from operations in 2024 was \$1,298 compared with \$901 in 2023 and \$733 in 2022.

The increase in cash provided from operations of \$397, or 44%, between 2024 and 2023 was due to higher operating results of \$361 and lower working capital of \$72, partially offset by higher pension contributions of \$43. The components of the change in working capital included favorable changes in receivables of \$107, inventories of \$36, prepaid expenses and other current assets of \$10, partially offset by accounts payable of \$42, compensation related payments and other accrued expenses of \$32, and taxes, including income taxes, of \$7.

The increase in cash provided from operations of \$168, or 23%, between 2023 and 2022 was due to higher operating results of \$303, lower payments on noncurrent liabilities of \$26, and lower pension contributions of \$7, partially offset by higher working capital of \$163. The components of the change in working capital included unfavorable changes in accounts payable of \$253, prepaid expenses and other current assets of \$18, and receivables of \$3, including collections of employee retention credit receivables, partially offset by inventories of \$92, accrued expenses of \$14 and taxes, including income taxes, of \$5.

Financing Activities

Cash used for financing activities was \$1,026 in 2024 compared with \$868 in 2023 and \$526 in 2022.

The use of cash in 2024 was primarily related to the repayments on the aggregate outstanding principal amount of long-term debt of approximately \$870, the repurchase of common stock of \$500, dividends paid to shareholders of \$109, taxes paid for net share settlement of equity awards of \$49, and debt issuance costs for the 2031 Notes of \$5, partially offset by proceeds from the 2031 Notes debt issuance of \$500 and the exercise of employee stock options of \$8. On an annual basis, the 2024 debt reduction and refinancing activities will decrease Interest expense, net by approximately \$37.

The use of cash in 2023 was primarily related to the repayments on the aggregate outstanding principal amount of long-term debt of approximately \$876, the repurchase of common stock of \$250, taxes paid for net share settlement of equity awards of \$77, and dividends paid to shareholders of \$73. These items were partially offset by proceeds from term loan facilities of \$400 and the exercise of employee stock options of \$11.

The use of cash in 2022 was primarily related to the repurchase of common stock of \$400, the repayments on the aggregate outstanding principal amount of long-term debt of approximately \$69, and dividends paid to shareholders of \$44. These items were partially offset by proceeds from the exercise of employee stock options of \$16.

For further details regarding the Company's debt reduction and refinancing activities and stock repurchases, see [Note Q](#) and [Note I](#), respectively, to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K.

On July 30, 2024, the Board of Directors of Howmet Aerospace approved the establishment of a 2025 dividend policy to pay cash dividends on the Company's common stock in 2025 at a rate of 15% plus or minus 5% of net income excluding special items. The declaration of future common stock dividends is subject to the discretion and approval of the Board of Directors of Howmet after the Board's consideration of all factors it deems relevant and subject to applicable law. The Company may modify, suspend, or cancel the dividend policy in any manner and at any time that it may deem necessary or appropriate.

The Company maintains a credit facility (the "Credit Facility") pursuant to its Five-Year Revolving Credit Agreement (the "Credit Agreement") with a syndicate of lenders and issuers named therein (See [Note Q](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for reference). There were no amounts outstanding under the Credit Agreement as of December 31, 2024 or December 31, 2023, and no amounts were borrowed during 2024 or 2023 under the Credit Agreement.

On April 4, 2024, the Company established a commercial paper program under which the Company may issue unsecured commercial paper from time to time up to a maximum aggregate face amount of \$1,000. The Company's commercial paper will be sold on customary terms in the U.S. commercial paper market on a private placement basis. The proceeds of the commercial

paper will be used for general corporate purposes. In conjunction with the commercial paper program, the Company was assigned short-term credit ratings by Moody's Investors Service, Inc., S&P Global Ratings, and Fitch Ratings, Inc.

The Company has an effective shelf registration statement on Form S-3, filed with the SEC, which allows for offerings of debt securities from time to time. The Company may opportunistically issue new debt securities in accordance with securities laws or utilize commercial paper in order to, but not limited to, refinance existing indebtedness.

In the future, the Company may, from time to time, redeem portions of its debt securities or repurchase portions of its debt or equity securities in either the open market or through privately negotiated transactions, in accordance with applicable SEC and other legal requirements. The timing, prices, and sizes of purchases depend upon prevailing trading prices, general economic and market conditions, and other factors, including applicable securities laws. Such purchases may be completed by means of trading plans established from time to time in accordance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, block trades, private transactions, open market repurchases, tender offers, and/or accelerated share repurchase agreements or other derivative transactions.

The Company's costs of borrowing and ability to access the capital markets are affected not only by market conditions but also by the short-term and long-term debt ratings assigned to the Company by the major credit rating agencies. The Company believes that its cash on hand, cash provided from operations and availability of its Credit Facility, its commercial paper program, and its accounts receivables securitization program will continue to be sufficient to fund our operating and capital allocation activities.

The three major credit rating agencies have rated Howmet's debt with investment grade ratings. The Company's most recent short-term and long-term credit ratings, as well as the current outlook from the three major credit rating agencies are as follows:

	Short-Term	Long-Term	Outlook
S&P Global Ratings ("S&P")	A-2	BBB	Stable
Moody's Investors Service ("Moody's")	P-2	Baa1	Stable
Fitch Investors Service ("Fitch")	F2	BBB	Positive

On November 26, 2024, S&P upgraded Howmet's short-term debt rating from A-3 to A-2 and long-term debt rating from BBB- to BBB, and affirmed the current outlook at stable, citing strong demand for commercial aerospace components and debt reduction.

On August 6, 2024, Moody's upgraded Howmet's short-term debt rating from P-3 to P-2 and further upgraded Howmet's long-term debt rating two notches from Baa3 to Baa1, which was previously upgraded to Baa3 from Ba1 on February 29, 2024 citing demand in the markets served by Howmet along with the Company's improved financial leverage and updated the current outlook from positive to stable.

On August 6, 2024, Fitch affirmed Howmet's short-term debt rating at F2 and long-term debt rating at BBB and updated the current outlook from stable to positive.

Investing Activities

Cash used for investing activities was \$316, \$215, and \$135 in 2024, 2023, and 2022, respectively.

The use of cash in 2024 was capital expenditures of \$321 primarily related to Engine Products capacity expansion, various automation projects, and sustaining and return seeking capital projects across all segments and an acquisition in Engine Products, net of cash acquired of \$5, partially offset by proceeds from the sale of assets in Engine Products and a business in Engineered Structures of \$9.

The use of cash in 2023 was capital expenditures of \$219 primarily related to various automation projects, information technology upgrades, and sustaining and return seeking capital projects across all segments, partially offset by proceeds from the sale of assets and investments of \$4.

The use of cash in 2022 was capital expenditures of \$193 primarily related to various automation projects, information technology upgrades, and sustaining capital projects across all segments, partially offset by proceeds from the sale of assets of \$58, which was primarily due to the sale of the corporate center and a manufacturing facility in Engine Products. In the second quarter of 2022, the Company sold the corporate headquarters in Pittsburgh, PA. The proceeds from the sale of the corporate headquarters were \$44, excluding \$3 of transaction costs, and a carrying value of \$41. The Company entered into a 12-year lease with the purchaser for a portion of the property. Additionally, in the fourth quarter of 2022, the Company sold the property of a manufacturing facility in the Engine Products segment. The proceeds from the sale of this property were \$15 and a carrying value of \$7.

Contractual Obligations and Off-Balance Sheet Arrangements

Contractual Obligations

Howmet is required to make future payments under various contracts, including long-term purchase obligations, financing arrangements, and lease agreements. Howmet also has commitments to fund its pension plans, provide payments for other postretirement benefit plans, and fund capital projects.

In order to better understand Howmet's outstanding contractual obligations, the table below represents a summary of these commitments as of December 31, 2024 (these contractual obligations are grouped in the same manner as they are classified in the Statement of Consolidated Cash Flows in order to provide a better understanding of the nature of the obligations and to provide a basis for comparison to historical information):

	Total	2025	2026-2027	2028-2029	Thereafter
Operating activities:					
Raw material purchase obligations	\$ 379	\$ 218	\$ 82	\$ 79	\$ —
Purchase and other payment obligations	30	19	11	—	—
Operating leases	189	46	68	36	39
Interest related to total debt	1,133	165	298	189	481
Estimated minimum required pension funding	352	45	154	153	—
Other postretirement benefit payments	56	6	12	12	26
Layoff and other restructuring payments	4	4	—	—	—
Uncertain tax positions	6	—	—	—	6
Financing activities:					
Total debt	3,328	5	948	1,000	1,375
Dividends to shareholders	42	42	—	—	—
Investing activities:					
Capital projects	417	270	147	—	—
Totals	\$ 5,936	\$ 820	\$ 1,720	\$ 1,469	\$ 1,927

Obligations for Operating Activities

Raw material purchase obligations consist mostly of aluminum, titanium, cobalt, nickel, and various other metals with expiration dates ranging from less than one year to five years. Many of these purchase obligations contain variable pricing components, and, as a result, actual cash payments may differ from the estimates provided in the preceding table. The Company generally passes through material costs in customer contracts with limited exceptions. In connection with the Arconic Inc. Separation Transaction, the Company entered into several agreements with Arconic Corporation that govern the relationship between the Company and Arconic Corporation following the separation, including raw material supply agreements.

Purchase and other payment obligations include public utility purchase obligations, and future payments of tax-related interest and penalties.

Operating leases represent multi-year obligations for certain land and buildings, plant equipment, vehicles, and computer equipment.

Deferred revenue was \$60 as of December 31, 2024. Deferred revenue arrangements require Howmet to deliver product to certain customers over a specified contract period, which is expected to be within one year. While these obligations are not expected to result in cash payments and are not included in the table above, they represent contractual obligations for which the Company would be obligated if the specified product deliveries could not be made.

Interest related to total debt with maturities that extend to 2042, including cross-currency and interest rate swaps, is based on fixed rates as of December 31, 2024.

Estimated minimum required pension funding and other postretirement benefit payments are based on actuarial estimates using current assumptions for discount rates, long-term rate of return on plan assets, and health care cost trend rates, among others. It is Howmet's policy to fund amounts for pension plans sufficient to meet the minimum requirements set forth in the benefits laws and tax laws of the applicable country. Periodically, Howmet contributes additional amounts as deemed appropriate. Howmet has determined that it is not practicable to present pension funding and other postretirement benefit payments beyond 2030 and 2034, respectively.

Layoff and other restructuring payments to be paid within one year primarily relate to severance costs.

Uncertain tax positions taken or expected to be taken on an income tax return may result in additional payments to tax authorities. The amounts in the preceding table include interest and penalties accrued related to such positions as of December 31, 2024. Amounts for uncertain tax positions in which the timing of future potential payments are not reasonably estimable are included in the “Thereafter” column. If a tax authority agrees with the tax position taken or expected to be taken or the applicable statute of limitations expires, then additional payments will not be necessary. Tax assessments received may also result in payments to be made in order to preserve our right to appeal any tax positions challenged by tax authorities for which we have concluded that we are more likely than not to prevail. See [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for further discussion on tax payments made.

Contingencies such as ongoing legal proceedings and environmental matters may also result in additional cash payments. The timing of these payments, if necessary, depends on several factors, including the timing of litigation and settlements of liability claims. Accordingly, amounts have not been included in the preceding table. Amounts for settled legal proceedings and other such payables are included within Purchase and other payment obligations in the preceding table. See [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K for further discussion.

Obligations for Financing Activities

Howmet has historically paid quarterly dividends on its preferred and common stock. The Company paid an aggregate of \$109 in common stock and preferred stock dividends to shareholders during 2024. Because all dividends are subject to approval by Howmet’s Board of Directors, amounts are not included in the preceding table unless such authorization has occurred. As of December 31, 2024, there were 405,431,361 shares of outstanding common stock and 546,024 shares of outstanding Class A preferred stock. In 2024, the preferred stock dividend was \$3.75 per share. A dividend of \$0.26 per share on the Company’s common stock was paid in 2024 (\$0.05 per share in each of the first and second quarters of 2024 and \$0.08 in the third and fourth quarters of 2024). Fully diluted shares outstanding as of December 31, 2024 were 408 million.

The Company has a share repurchase program (the “Share Repurchase Program”) that, after giving effect to the additional \$50 share repurchases made in January 2025 at an average price per share of \$116.39, retiring approximately 0.4 million shares, has approximately \$2,147 in Board authorization remaining available as of January 31, 2025. The current Share Repurchase Program was authorized by the Company’s Board of Directors on August 18, 2021 at \$1,500, which was increased by the Board by \$2,000 on July 30, 2024. There is no stated expiration for the Share Repurchase Program. Accordingly, amounts have not been included in the preceding table. See “Liquidity and Capital Resources” for additional information.

Obligations for Investing Activities

Capital projects in the preceding table only include amounts approved by management as of December 31, 2024. Funding levels may vary in future years based on the anticipated construction schedules of the projects. It is expected that significant expansion projects will be funded through various sources, including cash provided from operations. Total capital expenditures are anticipated to be approximately 4% of sales in 2025 and include additional capital expenditures related to the Engine Products capacity expansions.

Off-Balance Sheet Arrangements

As of December 31, 2024, Howmet had outstanding bank guarantees related to tax matters, customs duties, rental, plant expansion, and environmental obligations. The total amount committed under these guarantees, which expire at various dates between 2025 and 2027, was \$6 as of December 31, 2024.

Pursuant to the Separation and Distribution Agreement, dated as of October 31, 2016, between Howmet and Alcoa Corporation, Howmet was required to provide certain guarantees for Alcoa Corporation, which were included in Other noncurrent liabilities and deferred credits in the Consolidated Balance Sheet. The remaining guarantee, which had a fair value of \$6 as of both December 31, 2024 and 2023, relates to a long-term energy supply agreement that expires in 2047 at an Alcoa Corporation facility, for which the Company is secondarily liable in the event of a payment default by Alcoa Corporation. If the Company incurs any liability under this guarantee, Arconic Corporation is obligated to indemnify the Company for 50% of such liability. The Company currently views the risk of an Alcoa Corporation payment default on its obligations under the contract to be remote. The Company is required to provide a guarantee up to an estimated present value amount of approximately \$1,121 and \$1,131 as of December 31, 2024 and 2023, respectively, in the event of an Alcoa Corporation default. In December 2022, December 2023, and December 2024, a surety bond with a limit of \$80 relating to this guarantee was obtained by Alcoa Corporation to protect Howmet's obligation. This surety bond will be renewed on an annual basis by Alcoa Corporation.

The Company has outstanding letters of credit, primarily related to workers’ compensation, environmental obligations, insurance obligations, and tax matters. The total amount committed under these letters of credit, which automatically renew or expire at various dates, primarily in 2025, was \$90 as of December 31, 2024.

Pursuant to the Separation and Distribution Agreements between the Company and Arconic Corporation and between the Company and Alcoa Corporation, the Company is required to retain letters of credit of \$48 (which are included in the \$90 in the above paragraph) that had previously been provided related to the Company, Arconic Corporation, and Alcoa Corporation workers' compensation claims that occurred prior to the respective separation transactions of April 1, 2020 and November 1, 2016. Arconic Corporation and Alcoa Corporation workers' compensation and letters of credit fees paid by the Company are proportionally billed to, and are reimbursed by, Arconic Corporation and Alcoa Corporation, respectively. Also, the Company was required to provide letters of credit for certain Arconic Corporation and Alcoa Corporation environmental obligations and, as a result, the Company has \$17 of outstanding letters of credit relating to such liabilities (which are also included in the \$90 in the above paragraph). Arconic Corporation is being billed for these letter of credit fees paid by the Company and will reimburse the Company for any payments made under these letters of credit.

The Company has outstanding surety bonds primarily related to customs duties, workers' compensation, environmental-related matters, and contract performance. The total amount committed under these annual surety bonds, which automatically renew or expire at various dates, primarily in 2025 and 2026, was \$44 as of December 31, 2024.

Pursuant to the Separation and Distribution Agreements between the Company and Arconic Corporation and between the Company and Alcoa Corporation, the Company is required to provide surety bonds of \$21, which are included in the \$44 in the above paragraph, that had previously been provided related to the Company, Arconic Corporation, and Alcoa Corporation workers' compensation claims that occurred prior to the respective separation transactions of April 1, 2020 and November 1, 2016. Arconic Corporation and Alcoa Corporation workers' compensation claims and surety bond fees paid by the Company are proportionately billed to, and are reimbursed by, Arconic Corporation and Alcoa Corporation, respectively.

Critical Accounting Policies and Estimates

The preparation of the Consolidated Financial Statements in accordance with accounting principles generally accepted in the United States of America requires management to make certain judgments, estimates, and assumptions regarding uncertainties that affect the amounts reported in the Consolidated Financial Statements and disclosed in the accompanying Notes. These estimates are based on historical experience and, in some cases, assumptions based on current and future market experience, including considerations relating to changes in the aerospace industry. Areas that require significant judgments, estimates, and assumptions include the testing of goodwill, properties, plants, and equipment, and other intangible assets for impairment; pension plans and other postretirement benefits obligations; income taxes; and litigation and contingent liabilities.

Management uses historical experience and all available information to make these judgments, estimates, and assumptions, and actual results may differ from those used to prepare the Company's Consolidated Financial Statements at any given time. Despite these inherent limitations, management believes that Management's Discussion and Analysis of Financial Condition and Results of Operations and the Consolidated Financial Statements and accompanying Notes provide a meaningful and fair perspective of the Company.

A summary of the Company's significant accounting policies is included in [Note A](#) to the Consolidated Financial Statements of this Form 10-K. Management believes that the application of these policies on a consistent basis enables the Company to provide the users of the Consolidated Financial Statements with useful and reliable information about the Company's operating results and financial condition.

Goodwill. Howmet reviews goodwill for impairment annually (in the fourth quarter) or more frequently if indicators of impairment exist or if a decision is made to sell or realign a business. The Company has the option to assess impairment through qualitative assessment, which includes factors such as general economic conditions, negative developments in equity and credit markets, adverse changes in the markets in which an entity operates, increases in input costs that have a negative effect on earnings and cash flows, or a trend of negative or declining cash flows over multiple periods, among others. Howmet can also assess goodwill impairment through a quantitative analysis, using a discounted cash flow ("DCF") model to estimate a reporting unit's fair value. Assumptions and estimates utilized in the DCF model include weighted average cost of capital ("WACC") rates, revenue, future profitability, working capital, cash flows, and a number of other items. For more information on these matters, see [Note A](#) to the Consolidated Financial Statements of this Form 10-K.

Properties, Plants, and Equipment and Other Intangible Assets. Properties, plants, and equipment and Other intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets (asset group) may not be recoverable. Recoverability of assets is determined by comparing the estimated undiscounted net cash flows of the operations related to the assets (asset group) to their carrying amount. An impairment loss would be recognized when the carrying amount of the assets (asset group) exceeds the estimated undiscounted net cash flows. The amount of the impairment loss to be recorded is measured as the excess of the carrying value of the assets (asset group) over their fair value, with fair value determined using the best information available, which generally is a DCF model. The determination of what constitutes an asset group, the associated estimated undiscounted net cash flows, and the estimated useful lives of the assets also require significant judgments.

Pension and Other Postretirement Benefits. Liabilities and expenses for pension and other postretirement benefits are determined using actuarial methodologies and incorporate significant assumptions, including the interest rate used to discount the future estimated liability, the expected long-term rate of return on plan assets, and several assumptions relating to the employee workforce (health care cost trend rates, retirement age, and mortality). The pension and other postretirement benefits obligation was \$1,556 and \$1,695, with a funded status of \$(670) and \$(770) as of December 31, 2024 and 2023, respectively. The total benefit obligation reduction of \$133 was primarily driven by benefit payments. The improvement in the funded status of \$100 was primarily driven by contributions and changes in discount rates. Excluding settlements and curtailments, net periodic benefit cost of pension and other postretirement benefits is expected to be approximately \$35 in 2025 compared to \$33 in 2024 and 2023.

Employer contributions for pension benefits were \$79 and \$36 for the years ended December 31, 2024 and 2023, respectively. Benefits paid for other postretirement benefits were \$11 and \$14 for the years ended December 31, 2024 and 2023, respectively. Total pension contributions and other postretirement benefits paid increased by \$40, or 80%, in 2024 compared to 2023 primarily driven by additional discretionary contributions in addition to actual asset returns falling short of the plans' estimated return on assets assumption. Cash pension contributions in 2025 are expected to be approximately \$60. Howmet's estimated funded status under the Employee Retirement Income Security Act was approximately 68% as of January 1, 2024.

The interest rate used to discount future estimated liabilities for the U.S. is determined using a Company-specific yield curve model (above-median) developed with the assistance of an external actuary, while both the U.K. and Canada utilize models developed by the respective actuary. The cash flows of the plans' projected benefit obligations are discounted using a single equivalent rate derived from yields on high quality corporate bonds, which represent a broad diversification of issuers in various sectors, including finance and banking, industrials, transportation, and utilities, among others. The yield curve models parallel the plans' projected cash flows, which have a global average duration of 9 years. The underlying cash flows of the bonds included in the models exceed the cash flows needed to satisfy the Company's plans' obligations multiple times. In 2024, 2023, and 2022, the discount rate used to determine benefit obligations for pension and other postretirement benefit plans was 5.60%, 5.10%, and 5.40%, respectively. The impact on the liabilities of a change in the discount rate of 1/4 of 1% would be approximately \$32 and either a charge or credit of less than \$1 to earnings in the following year.

The expected long-term rate of return on plan assets is generally applied to a five-year market-related value of plan assets. The process used by management to develop this assumption is one that relies on a combination of historical asset return information and forward-looking returns by asset class. As it relates to historical asset return information, management focuses on various historical moving averages when developing this assumption. While consideration is given to recent performance and historical returns, the assumption represents a long-term, prospective return. Management also incorporates expected future returns on current and planned asset allocations using information from various external investment managers and consultants, as well as management's own judgment.

Management used 6.70% for 2024, 2023, and 2022 as its weighted-average global expected long-term rate of return on plan assets, which was based on the prevailing and planned strategic asset allocations, as well as estimates of future returns by asset class for each plan. These rates were within the respective range of the 20-year moving average of actual performance and the expected future return developed by asset class for each plan. For 2025, management anticipates that the expected long-term rate of return for global plan assets will remain at approximately 7%. A change in the assumption for the expected long-term rate of return on plan assets of 1/4 of 1% would impact earnings by approximately \$3 for 2025.

In 2024, net income of \$17 (after-tax) was recorded in other comprehensive loss, primarily due to the increase in the discount rate, partially offset by plan asset returns that were less than expected. In 2023, net loss of \$36 (after-tax) was recorded in other comprehensive loss, primarily due to the decrease in the discount rate. In 2022, net income of \$146 (after-tax) was recorded in other comprehensive loss, primarily due to the increase in the discount rate and amortization of actuarial losses, partially offset by plan asset returns that were less than expected.

Income Taxes. The provision (benefit) for income taxes is determined using the asset and liability approach of accounting for income taxes. Under this approach, the provision (benefit) for income taxes represents income taxes paid or payable (or received or receivable) based on current year pre-tax income plus the change in deferred taxes during the year. Deferred taxes represent the future tax consequences expected to occur when the reported amounts of assets and liabilities are recovered or paid, and result from differences between the financial and tax bases of Howmet's assets and liabilities and are adjusted for changes in tax rates and tax laws when enacted.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. In evaluating the need for a valuation allowance, management considers all potential sources of taxable income, including income available in carry-back periods, future reversals of taxable temporary differences, projections of taxable income, and income from tax planning strategies, as well as all available positive and negative evidence. Positive evidence includes factors such as a history of profitable operations, projections of future profitability within the carryforward period, including from tax planning strategies, and Howmet's experience with similar operations. Existing favorable contracts and the

ability to sell products into established markets are additional positive evidence. Negative evidence includes items such as cumulative losses, projections of future losses, or carryforward periods that are not long enough to allow for the utilization of a deferred tax asset based on existing projections of income. Deferred tax assets for which no valuation allowance is recorded may not be realized upon changes in facts and circumstances, resulting in a future charge to establish a valuation allowance. Existing valuation allowances are re-examined under the same standards of positive and negative evidence. If it is determined that it is more likely than not that a deferred tax asset will be realized, the appropriate amount of the valuation allowance, if any, is released. Deferred tax assets and liabilities are also remeasured to reflect changes in underlying tax rates due to law changes and the granting and lapse of tax holidays.

It is Howmet's policy to apply a tax law ordering approach when considering the need for a valuation allowance on net operating losses expected to offset GILTI inclusions. Under this approach, reductions in cash tax savings are not considered as part of the valuation allowance assessment. Instead, future GILTI inclusions are considered a source of taxable income that support the realizability of deferred tax assets.

It is Howmet's policy to treat taxes due from future inclusions in U.S. taxable income related to GILTI as a current period expense when incurred.

Tax benefits related to uncertain tax positions taken or expected to be taken on a tax return are recorded when such benefits meet a more likely than not threshold. Otherwise, these tax benefits are recorded when a tax position has been effectively settled, which means that the statute of limitations has expired or the appropriate taxing authority has completed their examination even though the statute of limitations remains open. Interest and penalties related to uncertain tax positions are recognized as part of the provision for income taxes and are accrued beginning in the period that such interest and penalties would be applicable under relevant tax law until such time that the related tax benefits are recognized.

Litigation and Contingent Liabilities. From time to time, we are involved in various lawsuits, claims, investigations, and proceedings. These matters may include speculative claims for substantial or indeterminate amounts of damages. Management determines the likelihood of an unfavorable outcome based on many factors, such as the nature of the matter, available defenses and case strategy, progress of the matter, views and opinions of legal counsel and other advisors, applicability and success of appeals processes, and the outcome of similar historical matters, among others. If an unfavorable outcome is deemed probable and the amount of the potential loss can be estimated, the most reasonable loss estimate is recorded. If an unfavorable outcome of a matter is deemed probable but the loss is not reasonably estimable, or if an unfavorable outcome is deemed reasonably possible, then the matter is disclosed but no liability is recorded. Legal matters are reviewed on a continuous basis to determine if there has been a change in management's judgment regarding the likelihood of an unfavorable outcome or the estimate of a potential loss. For more information on these matters, see [Note U](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K.

Recently Adopted and Recently Issued Accounting Guidance.

See the Recently Adopted and Recently Issued Accounting Guidance section of [Note B](#) to the Consolidated Financial Statements in [Part II, Item 8](#) (Financial Statements and Supplementary Data) of this Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Not material.

Item 8. Financial Statements and Supplementary Data.

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Management's Reports to Howmet Shareholders

Management's Report on Financial Statements and Practices

The accompanying Consolidated Financial Statements of Howmet Aerospace Inc. and its subsidiaries (the "Company") were prepared by management, which is responsible for their integrity and objectivity. The statements were prepared in accordance with accounting principles generally accepted in the United States of America and include amounts that are based on management's best judgments and estimates. The other financial information included in the annual report is consistent with that in the financial statements.

Management also recognizes its responsibility for conducting the Company's affairs according to the highest standards of personal and corporate conduct. This responsibility is characterized and reflected in key policy statements issued from time to time regarding, among other things, conduct of its business activities within the laws of the host countries in which the Company operates and potentially conflicting outside business interests of its employees. The Company maintains a systematic program to assess compliance with these policies.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. In order to evaluate the effectiveness of internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act, management has conducted an assessment, including testing, using the criteria in *Internal Control—Integrated Framework* (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). The Company's system of internal control over financial reporting is 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. The 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 accounting principles generally accepted in the United States of America, 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.

Based on the assessment, management has concluded that the Company maintained effective internal control over financial reporting as of December 31, 2024, based on criteria in *Internal Control—Integrated Framework* (2013) issued by the COSO.

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 is included herein.

/s/ John C. Plant

John C. Plant
Executive Chairman and Chief Executive Officer

/s/ Ken Giacobbe

Ken Giacobbe
Executive Vice President and Chief Financial Officer

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Howmet Aerospace Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Howmet Aerospace Inc. and its subsidiaries (the “Company”) as of December 31, 2024 and 2023, and the related consolidated statements of operations, of comprehensive income, of changes in 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 the accompanying Management’s Report on Internal Control over Financial Reporting. 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 matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates 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 matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Impairment Assessment – Engineered Structures Reporting Unit

As described in Notes A and O to the consolidated financial statements, the Company's consolidated goodwill balance was \$4,010 million as of December 31, 2024, and the amount of the goodwill associated with the Engineered Structures reporting unit was \$303 million. Goodwill is reviewed for impairment annually (in the fourth quarter) or more frequently if indicators of impairment exist or if a decision is made to sell or realign a business. Howmet uses a discounted cash flow ("DCF") model to estimate the current fair value of the reporting unit, which is compared to its carrying value, when testing for impairment. The determination of fair value using this technique requires management to use significant estimates and assumptions related to forecasting operating cash flows, including sales growth, production costs and discount rate.

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

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 assessment, including controls over the valuation of the Company's Engineered Structures reporting unit. These procedures also included, among others (i) testing management's process for determining the fair value of the reporting unit; (ii) evaluating the appropriateness of the discounted cash flow model; (iii) testing the completeness and accuracy of underlying data used in the model; and (iv) evaluating the reasonableness of the significant assumptions used by management related to sales growth and production costs. Evaluating management's significant assumptions related to sales growth and production costs involved evaluating whether the significant assumptions used by management were reasonable by considering: (i) the current and past performance of the reporting unit; (ii) the consistency with relevant industry data; and (iii) considering whether the assumptions were consistent with evidence obtained in other areas of the audit.

/s/ PricewaterhouseCoopers LLP
Pittsburgh, Pennsylvania
February 13, 2025

We have served as the Company's auditor since 1950.

Howmet Aerospace Inc. and subsidiaries
Statement of Consolidated Operations
(in millions, except per-share amounts)

For the year ended December 31,	2024	2023	2022
Sales (C)	\$ 7,430	\$ 6,640	\$ 5,663
Cost of goods sold (exclusive of expenses below)	5,119	4,773	4,103
Selling, general administrative, and other expenses	347	333	288
Research and development expenses	33	36	32
Provision for depreciation and amortization	277	272	265
Restructuring and other charges (D)	21	23	56
Operating income	1,633	1,203	919
Loss on debt redemption (Q)	6	2	2
Interest expense, net (E)	182	218	229
Other expense, net (F)	62	8	82
Income before income taxes	1,383	975	606
Provision for income taxes (H)	228	210	137
Net income	<u>\$ 1,155</u>	<u>\$ 765</u>	<u>\$ 469</u>
Amounts Attributable to Howmet Aerospace Inc. Common Shareholders (J):			
Net income	\$ 1,153	\$ 763	\$ 467
Earnings per share:			
Basic	\$ 2.83	\$ 1.85	\$ 1.12
Diluted	\$ 2.81	\$ 1.83	\$ 1.11
Average Shares Outstanding (I):			
Basic	408	412	416
Diluted	410	416	421

The accompanying notes are an integral part of the consolidated financial statements.

Howmet Aerospace Inc. and subsidiaries
Statement of Consolidated Comprehensive Income
(in millions)

For the year ended December 31,	2024	2023	2022
Net income	\$ 1,155	\$ 765	\$ 469
Other comprehensive (loss) income, net of tax (K):			
Change in unrecognized net actuarial loss and prior service cost (benefit) related to pension and other postretirement benefits	17	(36)	146
Foreign currency translation adjustments	(71)	57	(131)
Net change in unrecognized gains (losses) on cash flow hedges	6	(10)	7
Total Other comprehensive (loss) income, net of tax	(48)	11	22
Comprehensive income	\$ 1,107	\$ 776	\$ 491

The accompanying notes are an integral part of the consolidated financial statements.

Howmet Aerospace Inc. and subsidiaries
Consolidated Balance Sheet
(in millions)

December 31,	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 564	\$ 610
Receivables from customers, less allowances of \$— in both 2024 and 2023 (L)	689	675
Other receivables (L)	20	17
Inventories (M)	1,840	1,765
Prepaid expenses and other current assets	249	249
Total current assets	3,362	3,316
Properties, plants, and equipment, net (N)	2,386	2,328
Goodwill (A and O)	4,010	4,035
Deferred income taxes (H)	35	46
Intangibles, net (Q)	475	505
Other noncurrent assets (A and P)	251	198
Total assets	\$ 10,519	\$ 10,428
Liabilities		
Current liabilities:		
Accounts payable, trade	\$ 948	\$ 982
Accrued compensation and retirement costs	305	263
Taxes, including income taxes	60	68
Accrued interest payable	59	65
Other current liabilities (A and P)	171	200
Long-term debt due within one year (Q and R)	6	206
Total current liabilities	1,549	1,784
Long-term debt, less amount due within one year (Q and R)	3,309	3,500
Accrued pension benefits (G)	625	664
Accrued other postretirement benefits (G)	54	92
Other noncurrent liabilities and deferred credits (A and P)	428	351
Total liabilities	5,965	6,391
Contingencies and commitments (U)		
Equity		
Howmet Aerospace Inc. shareholders' equity:		
Preferred stock (I)	55	55
Common stock (I)	405	410
Additional capital (I)	3,206	3,682
Retained earnings (A)	2,766	1,720
Accumulated other comprehensive loss (A and K)	(1,878)	(1,830)
Total equity	4,554	4,037
Total liabilities and equity	\$ 10,519	\$ 10,428

The accompanying notes are an integral part of the consolidated financial statements.

Howmet Aerospace Inc. and subsidiaries
Statement of Consolidated Cash Flows
(in millions)

For the year ended December 31,	2024	2023	2022
Operating activities			
Net income	\$ 1,155	\$ 765	\$ 469
Adjustments to reconcile net income to cash provided from operations:			
Depreciation and amortization	277	272	265
Deferred income taxes	55	108	79
Restructuring and other charges	21	23	56
Net realized and unrealized losses	25	22	18
Net periodic pension cost (G)	40	37	24
Stock-based compensation	63	50	54
Loss on debt redemption (Q)	6	2	2
Other	1	3	12
Changes in assets and liabilities, excluding effects of acquisitions, divestitures, and foreign currency translation adjustments:			
Increase in receivables (L)	(57)	(164)	(161)
Increase in inventories	(106)	(142)	(234)
Increase in prepaid expenses and other current assets	(14)	(24)	(6)
(Decrease) increase in accounts payable, trade	(49)	(7)	246
Increase in accrued expenses	5	37	23
Decrease in taxes, including income taxes	(14)	(7)	(12)
Pension contributions	(79)	(36)	(43)
(Increase) decrease in noncurrent assets	(3)	(4)	1
Decrease in noncurrent liabilities	(28)	(34)	(60)
Cash provided from operations	1,298	901	733
Financing Activities			
Net change in short-term borrowings	—	—	(5)
Additions to debt (Q)	500	400	—
Repurchases and payments on debt (Q)	(865)	(876)	(69)
Debt issuance costs (Q)	(5)	(2)	—
Premiums paid on early redemption of debt (Q)	(5)	(1)	(2)
Repurchases of common stock (I)	(500)	(250)	(400)
Proceeds from exercise of employee stock options	8	11	16
Dividends paid to shareholders (I)	(109)	(73)	(44)
Taxes paid for net share settlement of equity awards	(49)	(77)	(22)
Other	(1)	—	—
Cash used for financing activities	(1,026)	(868)	(526)
Investing Activities			
Capital expenditures (C and S)	(321)	(219)	(193)
Acquisitions, net of cash acquired	(5)	—	—
Proceeds from the sale of assets and businesses (D and T)	9	2	58
Other	1	2	—
Cash used for investing activities	(316)	(215)	(135)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1)	—	(2)
Net change in cash, cash equivalents and restricted cash	(45)	(182)	70
Cash, cash equivalents and restricted cash at beginning of year	610	792	722
Cash, cash equivalents and restricted cash at end of year	\$ 565	\$ 610	\$ 792

The accompanying notes are an integral part of the consolidated financial statements.

Howmet Aerospace Inc. and subsidiaries
Statement of Changes in Consolidated Equity
(in millions, except per-share amounts)

	Preferred stock	Common stock	Additional capital	Retained earnings	Accumulated other comprehensive loss	Total equity
Balance at December 31, 2021	\$ 55	\$ 422	\$ 4,291	\$ 603	\$ (1,863)	\$ 3,508
Net income	—	—	—	469	—	469
Other comprehensive income (K)	—	—	—	—	22	22
Cash dividends declared:						
Preferred—Class A @ \$3.75 per share	—	—	—	(2)	—	(2)
Common @ \$0.10 per share	—	—	—	(42)	—	(42)
Repurchase and retirement of common stock (I)	—	(12)	(388)	—	—	(400)
Stock-based compensation (I)	—	—	54	—	—	54
Common stock issued: compensation plans (I)	—	2	(10)	—	—	(8)
Balance at December 31, 2022	\$ 55	\$ 412	\$ 3,947	\$ 1,028	\$ (1,841)	\$ 3,601
Net income	—	—	—	765	—	765
Other comprehensive income (K)	—	—	—	—	11	11
Cash dividends declared:						
Preferred—Class A @ \$3.75 per share	—	—	—	(2)	—	(2)
Common @ \$0.17 per share	—	—	—	(71)	—	(71)
Repurchase and retirement of common stock (I)	—	(5)	(246)	—	—	(251)
Stock-based compensation (I)	—	—	50	—	—	50
Common stock issued: compensation plans (I)	—	3	(69)	—	—	(66)
Balance at December 31, 2023	\$ 55	\$ 410	\$ 3,682	\$ 1,720	\$ (1,830)	\$ 4,037
Net income	—	—	—	1,155	—	1,155
Other comprehensive loss (K)	—	—	—	—	(48)	(48)
Cash dividends declared:						
Preferred—Class A @ \$3.75 per share	—	—	—	(2)	—	(2)
Common @ \$0.26 per share	—	—	—	(107)	—	(107)
Repurchase and retirement of common stock (I)	—	(6)	(498)	—	—	(504)
Stock-based compensation (I)	—	—	63	—	—	63
Common stock issued: compensation plans (I)	—	1	(41)	—	—	(40)
Balance at December 31, 2024	\$ 55	\$ 405	\$ 3,206	\$ 2,766	\$ (1,878)	\$ 4,554

The accompanying notes are an integral part of the consolidated financial statements.

Howmet Aerospace Inc. and subsidiaries
Notes to the Consolidated Financial Statements
(dollars in millions, except share and per-share amounts)

A. Summary of Significant Accounting Policies

Basis of Presentation. The Consolidated Financial Statements of Howmet Aerospace Inc. (formerly known as Arconic Inc.) and subsidiaries (“Howmet” or the “Company” or “we” or “our”) are prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) and require management to make certain judgments, estimates, and assumptions. These estimates are based on historical experience and, in some cases, assumptions based on current and future market expectations, including considerations relating to changes in the aerospace industry. The impact of these changes, including the macroeconomic considerations, remains highly uncertain. Management has made its best estimates using all relevant information available at the time, but it is possible that our estimates will differ from our actual results and affect the Consolidated Financial Statements in future periods and potentially require adverse adjustments to the recoverability of goodwill, intangible and long-lived assets, the realizability of deferred tax assets, and other judgments and estimations and assumptions. These may affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements. They also may affect the reported amounts of sales and expenses during the reporting period. Actual results could differ from those estimates upon subsequent resolution of identified matters. Certain amounts in previously issued financial statements were reclassified to conform to the current period presentation.

The Company derived approximately 52%, 49%, and 46% of its revenue from products sold to the commercial aerospace market for the years ended December 31, 2024, 2023, and 2022, respectively. Aircraft production in the commercial aerospace industry continues to grow based on increases in demand for narrow body and wide body aircraft. We expect our commercial aerospace wide body and narrow body demand, including engine spares, also to continue to grow. Quality control issues at The Boeing Company (“Boeing”) have had and are expected to continue to have a negative impact on narrow body and wide body production rates in the near term. For instance, the Federal Aviation Administration stated that it will not approve production rate increases above 38 aircraft per month or additional production lines for the Boeing 737 MAX until it is satisfied that Boeing is in full compliance with required quality control procedures. In addition, a labor union work stoppage and ensuing production restart at Boeing has negatively impacted results. Boeing production levels have had and are expected to have a material impact on the financial performance of Howmet. The timing and level of future aircraft builds by original equipment manufacturers are subject to changes and uncertainties, which may cause our future results to differ from prior periods due to changes in product mix in certain segments.

Principles of Consolidation. The Consolidated Financial Statements include the accounts of Howmet Aerospace Inc. and companies in which Howmet Aerospace Inc. has a controlling interest. Intercompany transactions have been eliminated. Investments in affiliates in which Howmet Aerospace Inc. cannot exercise significant influence that do not have readily determinable fair values are accounted for at cost less impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer.

Management also evaluates whether a Howmet Aerospace Inc. entity or interest is a variable interest entity and whether Howmet Aerospace Inc. is the primary beneficiary. Consolidation is required if both of these criteria are met. Howmet Aerospace Inc. does not have any variable interest entities requiring consolidation.

Cash Equivalents. Cash equivalents are highly liquid investments purchased with an original maturity of three months or less.

Inventory Valuation. Inventories are carried at the lower of cost or net realizable value with the cost of inventories determined under a combination of the first-in, first-out (“FIFO”), last-in, first-out (“LIFO”) and average-cost methods. LIFO is used for inventory valuation for certain of the U.S. locations in the Engine Products, Engineered Structures, and Forged Wheels segments, See [Note M](#) for further details.

Properties, Plants, and Equipment. Properties, plants, and equipment are recorded at cost. Depreciation is recorded principally on the straight-line method at rates based on the estimated useful lives of the assets.

The following table details the weighted-average useful lives of structures and machinery and equipment by reporting segment (numbers in years):

	Structures	Machinery and equipment
Engine Products	28	16
Fastening Systems	27	17
Engineered Structures	29	20
Forged Wheels	27	18

Gains or losses from the sale of asset groups or properties are generally recorded in Restructuring and other charges while the sale of individual assets are recorded in Other expense, net (see policy below for assets classified as discontinued operations and held for sale). Repairs and maintenance are charged to expense as incurred. Interest related to the construction of qualifying assets is capitalized as part of the construction costs.

Properties, plants, and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets (asset group) may not be recoverable. Recoverability of assets is determined by comparing the estimated undiscounted net cash flows of the operations related to the assets (asset group) to their carrying amount.

An impairment loss would be recognized when the carrying amount of the assets (asset group) exceeds the estimated undiscounted net cash flows. The amount of the impairment loss to be recorded is measured as the excess of the carrying value of the assets (asset group) over their fair value, with fair value determined using the best information available, which generally is a discounted cash flow (“DCF”) model. The determination of what constitutes an asset group, the associated estimated undiscounted net cash flows, and the estimated useful lives of the assets also require significant judgments. See [Note N](#) for further details.

Goodwill. Goodwill is not amortized; instead, it is reviewed for impairment annually (in the fourth quarter) or more frequently if indicators of impairment exist or if a decision is made to sell or realign a business. A significant amount of judgment is involved in determining if an indicator of impairment has occurred. Such indicators may include deterioration in general economic conditions, negative developments in equity and credit markets, adverse changes in the markets in which an entity operates, increases in input costs that have a negative effect on earnings and cash flows, or a trend of negative or declining cash flows over multiple periods, among others. The fair value that could be realized in an actual transaction may differ from that used to evaluate the impairment of goodwill.

Goodwill is allocated among and evaluated for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment. Howmet has four reporting units composed of the Engine Products, Fastening Systems, Engineered Structures, and Forged Wheels segments.

Howmet determines annually, based on facts and circumstances, which of its reporting units will be subject to the qualitative assessment. Under the qualitative assessment, various events and circumstances (similar to the impairment indicators above) that would affect the estimated fair value of a reporting unit are identified to determine if a quantitative assessment should be performed. Management also considers the most recent forecasted cash flows and discount rates in determining if the prior fair value measurement estimate may be reduced to a level that would indicate impairment is more likely than not and compares the weighted average cost of capital (“WACC”) between the current and prior years for each reporting unit. If management concludes it is more likely than not (greater than 50%) that the estimated fair value of a reporting unit is less than its carrying amount, we will proceed directly to the quantitative impairment test. Howmet will periodically refresh a reporting unit’s fair value measurement and this is based on a number of factors, including how much fair value exceeded carrying value in the most recent quantitative assessment and the reporting unit’s recent performance. Our policy is that a quantitative impairment test be performed for each reporting unit at least once during every three-year period. For those reporting units where a qualitative assessment is either not performed or for which the conclusion is that an impairment is more likely than not, a quantitative impairment test will be performed.

Other Intangible Assets. Intangible assets with indefinite useful lives are not amortized while intangible assets with finite useful lives are amortized generally on a straight-line basis over the periods benefited.

The following table details the weighted-average useful lives of software and other intangible assets by reporting segment (numbers in years):

	Software	Other intangible assets
Engine Products	7	33
Fastening Systems	5	23
Engineered Structures	3	18
Forged Wheels	4	25

Leases. The Company determines whether a contract contains a lease at inception. The Company leases land and buildings, plant equipment, vehicles, and computer equipment which have been classified as operating leases. Certain real estate leases include one or more options to renew; the exercise of lease renewal options is at the Company's discretion. The Company includes renewal option periods in the lease term when it is determined that the options are reasonably certain to be exercised. Certain of Howmet's real estate lease agreements include rental payments that either have fixed contractual increases over time or adjust periodically for inflation. Certain of the Company's lease agreements include variable lease payments. The variable portion of payments is not included in the initial measurement of the right-of-use asset or lease liability due to the uncertainty of the payment amount and is recorded as lease cost in the period incurred. The Company also rents or subleases certain real estate to third parties, which is not material to the consolidated financial statements.

Operating lease right-of-use assets and lease liabilities with an initial term greater than 12 months are recorded on the balance sheet at the present value of the future minimum lease payments over the lease term at the lease commencement date and are recognized as lease expense on a straight-line basis over the lease term. The Company uses an incremental collateralized borrowing rate based on the information available at the lease commencement date in determining the present value of future payments, as most of its leases do not provide an implicit rate. The operating lease right-of-use assets also include any lease prepayments made and are reduced by lease incentives and accrued exit costs.

Environmental Matters. Expenditures for current operations are expensed or capitalized, as appropriate. Expenditures relating to existing conditions caused by past operations, which will not contribute to future sales, are expensed. Liabilities are recorded when remediation costs are probable and can be reasonably estimated. The liability may include costs such as site investigations, consultant fees, feasibility studies, outside contractors, and monitoring expenses. Estimates are generally not discounted or reduced by potential claims for recovery. Claims for recovery are recognized when probable and as agreements are reached with third parties. The estimates also include costs related to other potentially responsible parties to the extent that Howmet has reason to believe such parties will not fully pay their proportionate share. The liability is continuously reviewed and adjusted to reflect current remediation progress, prospective estimates of required activity, and other factors that may be relevant, including changes in technology or regulations.

Litigation and Contingent Liabilities. From time to time, we are involved in various lawsuits, claims, investigations, and proceedings. These matters may include speculative claims for substantial or indeterminate amounts of damages. Management determines the likelihood of an unfavorable outcome based on many factors, such as the nature of the matter, available defenses and case strategy, progress of the matter, views and opinions of legal counsel and other advisors, applicability and success of appeals processes, and the outcome of similar historical matters, among others. If an unfavorable outcome is deemed probable and the amount of the potential loss can be estimated, the most reasonable loss estimate is recorded. If an unfavorable outcome of a matter is deemed probable but the loss is not reasonably estimable, or if an unfavorable outcome is deemed reasonably possible, then the matter is disclosed but no liability is recorded. Legal matters are reviewed on a continuous basis to determine if there has been a change in management's judgment regarding the likelihood of an unfavorable outcome or the estimate of a potential loss.

Revenue Recognition. The Company's contracts with customers are comprised of acknowledged purchase orders incorporating the Company's standard terms and conditions, or for larger customers, may also generally include terms under negotiated multi-year agreements. These contracts with customers typically consist of the manufacturing of products which represent single performance obligations that are satisfied upon transfer of control of the product to the customer. The Company produces fastening systems; seamless rolled rings; investment castings, including airfoils; extruded, machined and formed aircraft parts; and forged aluminum commercial vehicle wheels. Transfer of control is assessed based on alternative use of the products we produce and our enforceable right to payment for performance to date under the contract terms. Transfer of control and revenue recognition generally occur upon shipment or delivery of the product, which is when title, ownership and risk of loss pass to the customer and is based on the applicable shipping terms. The shipping terms vary across all businesses and depend on the product, the country of origin, and the type of transportation (truck, train, or vessel). An invoice for payment is issued at the time of shipment. Our segments set commercial terms on which Howmet sells products to its customers. These terms are influenced by industry custom, market conditions, product line (specialty versus commodity products), and other considerations.

In certain circumstances, Howmet receives advanced payments from its customers for product to be delivered in future periods. These advanced payments are recorded as deferred revenue until the product is delivered and title and risk of loss have passed to the customer in accordance with the terms of the contract. Deferred revenue was \$60 and \$64 as of December 31, 2024 and 2023, respectively, and is included in Other current liabilities and Other noncurrent liabilities and deferred credits in the Consolidated Balance Sheet.

Income Taxes. The provision for income taxes is determined using the asset and liability approach of accounting for income taxes. Under this approach, the provision for income taxes represents income taxes paid or payable (or received or receivable) for the current year plus the change in deferred taxes during the year. Deferred taxes represent the future tax consequences expected to occur when the reported amounts of assets and liabilities are recovered or paid, and result from differences between the financial and tax bases of Howmet's assets and liabilities and are adjusted for changes in tax rates and tax laws when enacted.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not (greater than 50%) that a tax benefit will not be realized. In evaluating the need for a valuation allowance, management considers all potential sources of taxable income, including income available in carryback periods, future reversals of taxable temporary differences, projections of taxable income, and income from tax planning strategies, as well as all available positive and negative evidence. Positive evidence includes factors such as a history of profitable operations, projections of future profitability within the carryforward period, including from tax planning strategies, and Howmet's experience with similar operations. Existing favorable contracts and the ability to sell products into established markets are additional positive evidence. Negative evidence includes items such as cumulative losses, projections of future losses, or carryforward periods that are not long enough to allow for the utilization of a deferred tax asset based on existing projections of income. Deferred tax assets for which no valuation allowance is recorded may not be realized upon changes in facts and circumstances, resulting in a future charge to establish a valuation allowance. Existing valuation allowances are re-examined under the same standards of positive and negative evidence. If it is determined that it is more likely than not that a deferred tax asset will be realized, the appropriate amount of the valuation allowance, if any, is released. Deferred tax assets and liabilities are also remeasured to reflect changes in underlying tax rates due to law changes and the granting and lapse of tax holidays.

It is Howmet's policy to apply a tax law ordering approach when considering the need for a valuation allowance on net operating losses expected to offset Global Intangible Low-Taxed Income ("GILTI") inclusions. Under this approach, reductions in cash tax savings are not considered as part of the valuation allowance assessment. Instead, future GILTI inclusions are considered a source of taxable income that support the realizability of deferred tax assets.

It is Howmet's policy to treat taxes due from future inclusions in United States ("U.S.") taxable income related to GILTI as a current period expense when incurred.

Tax benefits related to uncertain tax positions taken or expected to be taken on a tax return are recorded when such benefits meet a more likely than not threshold. Otherwise, these tax benefits are recorded when a tax position has been effectively settled, which means that the statute of limitations has expired or the appropriate taxing authority has completed their examination even though the statute of limitations remains open. Interest and penalties related to uncertain tax positions are recognized as part of the provision for income taxes and are accrued beginning in the period that such interest and penalties would be applicable under relevant tax law until such time that the related tax benefits are recognized.

Stock-Based Compensation. Howmet recognizes compensation expense for employee equity grants using the non-substantive vesting period approach, in which the expense is recognized ratably over the requisite service period based on the grant date fair value. Forfeitures are accounted for as they occur. For restricted stock unit awards, the fair value is equivalent to the closing market price of Howmet's common stock on the date of grant. The fair value of performance awards containing a market condition is valued using a Monte Carlo valuation model. Determining the fair value at the grant date requires judgment, including estimates for the average risk-free interest rate, dividend yield, volatility, and exercise behavior. These assumptions may differ significantly between grant dates because of changes in the actual results of these inputs that occur over time.

Foreign Currency. The local currency is the functional currency for Howmet's significant operations outside the U.S., except for certain operations in Canada and the United Kingdom ("U.K."), where the U.S. dollar is used as the functional currency. The determination of the functional currency for Howmet's operations is made based on the appropriate economic and management indicators.

Derivatives and Hedging. Derivatives are held for purposes other than trading and are part of a formally documented risk management program. The Company uses commodity derivative financial instruments to manage its economic risk. For interest rate exposures, we may use interest rate swaps and cross-currency swaps to effect a fixed rate payment and hedge the variability in future payment changes.

The Company records derivative instruments on its consolidated balance sheets at fair value and evaluates hedge effectiveness when electing to apply hedge accounting. When electing to apply hedge accounting, the Company formally documents all derivative hedges at inception and the underlying hedged items, as well as the risk management objectives and strategies for undertaking the hedge transaction.

For derivatives and debt instruments that are designated and qualify for hedge accounting, changes in the fair value are recorded in Accumulated other comprehensive income (loss). Derivatives that are designated as cash flow hedges are recorded in Accumulated other comprehensive income (loss) and reclassified to the Consolidated Statements of Operations when the effects of the item being hedged are recognized in the Consolidated Statements of Operations. The remeasurements of debt instruments designated as net investment hedges are recorded in Accumulated other comprehensive income (loss) and will be reclassified to earnings only upon the sale or liquidation of the Company's hedged net investment. Cash flows from derivatives are recognized in the Statement of Consolidated Cash Flows in a manner consistent with the underlying transactions.

Acquisitions. Howmet's business acquisitions are accounted for using the acquisition method. The purchase price is allocated to the assets acquired and liabilities assumed based on their estimated fair values. Any excess purchase price over the fair value of the net assets acquired is recorded as goodwill. For all acquisitions, operating results are included in the Statement of Consolidated Operations from the date of the acquisition.

Discontinued Operations and Assets Held for Sale. For those businesses where management has committed to a plan to divest, each business is valued at the lower of its carrying amount or estimated fair value less cost to sell. If the carrying amount of the business exceeds its estimated fair value, an impairment loss is recognized. Fair value is estimated using accepted valuation techniques such as a DCF model, valuations performed by third parties, earnings multiples, or indicative bids, when available. A number of significant estimates and assumptions are involved in the application of these techniques, including the forecasting of markets and market share, sales volumes and prices, costs and expenses, and multiple other factors. Management considers historical experience and all available information at the time the estimates are made; however, the fair value that is ultimately realized upon the divestiture of a business may differ from the estimated fair value reflected in the Consolidated Financial Statements. Depreciation and amortization expense is not recorded on assets of a business to be divested once they are classified as held for sale. Businesses to be divested are generally classified in the Consolidated Financial Statements as either discontinued operations or held for sale.

For businesses classified as discontinued operations, the balance sheet amounts and results of operations are reclassified from their historical presentation to assets and liabilities of discontinued operations on the Consolidated Balance Sheet and to discontinued operations on the Statement of Consolidated Operations, respectively, for all periods presented. The gains or losses associated with these divested businesses are recorded in discontinued operations on the Statement of Consolidated Operations. The Statement of Consolidated Cash Flows is not required to be reclassified for discontinued operations for any period. Segment information does not include the assets or operating results of businesses classified as discontinued operations for all periods presented. These businesses are expected to be disposed of within one year.

For businesses classified as held for sale that do not qualify for discontinued operations treatment, the balance sheet and cash flow amounts are reclassified from their historical presentation to assets and liabilities of operations held for sale for all periods presented. The results of operations continue to be reported in continuing operations. The gains or losses associated with these divested businesses are recorded in Restructuring and other charges on the Statement of Consolidated Operations. The segment information includes the assets and operating results of businesses classified as held for sale for all periods presented.

B. Recently Adopted and Recently Issued Accounting Guidance

Recently Adopted Accounting Guidance.

In November 2023, the Financial Accounting Standards Board ("FASB") issued guidance to enhance disclosures related to significant segment expenses and other matters related to reportable segments. These changes become effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The adoption of this new disclosure is reflected in [Note C](#) of the Consolidated Financial Statements.

In September 2022, the FASB issued guidance to enhance the transparency of disclosures regarding supplier finance programs. These changes became effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, except for the amendment on rollforward information, which is effective for fiscal years beginning after December 15, 2023. The adoption of this new disclosure is reflected in [Note S](#) of the Consolidated Financial Statements.

Recently Issued Accounting Guidance.

In November 2024, the FASB issued guidance to improve disclosures about an entity's expenses including more detailed information about the components of expenses in commonly presented expense captions. These changes become effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Management is currently evaluating the impact of these changes on the Consolidated Financial Statements.

In December 2023, the FASB issued guidance to enhance the transparency of income tax disclosures including additional details on the rate reconciliation and taxes paid by jurisdiction. These changes become effective for fiscal years beginning after December 15, 2024. Management is currently evaluating the impact of these changes on the Consolidated Financial Statements.

C. Segment and Geographic Area Information

Howmet is a global leader in lightweight metals engineering and manufacturing. Howmet's innovative, multi-material products, which include nickel, titanium, aluminum, and cobalt, are used worldwide in the aerospace (commercial and defense), commercial transportation, and industrial and other markets. Segment performance under Howmet's management reporting system is evaluated based on Segment Adjusted EBITDA. The Company's Chief Executive Officer, who has been determined to be our Chief Operating Decision Maker ("CODM"), believes that Segment Adjusted EBITDA provides information with respect to the Company's operating performance and the Company's ability to meet its financial obligations. Howmet's definition of Segment Adjusted EBITDA (Earnings before interest, taxes, depreciation, and amortization) is net margin plus an add-back for depreciation and amortization. Net margin is equivalent to Sales minus the following items: Cost of goods sold; Selling, general administrative, and other expenses; Research and development ("R&D") expenses; and Provision for depreciation and amortization. Special items, including Restructuring and other charges, are excluded from net margin and Segment Adjusted EBITDA. The Company's CODM considers forecast-to-actual variances for Segment Adjusted EBITDA when allocating resources across the Company's reportable segments. Segment Adjusted EBITDA may not be comparable to similarly titled measures of other companies. Differences between the total segment and consolidated totals are in Corporate.

Howmet's operations consist of four worldwide reportable segments as follows:

Engine Products

Engine Products produces investment castings, including airfoils, and seamless rolled rings primarily for aircraft engines and industrial gas turbine applications. Engine Products produces rotating parts as well as structural parts.

Fastening Systems

Fastening Systems produces aerospace fastening systems, as well as commercial transportation, industrial and other fasteners. The business's high-tech, multi-material fastening systems are found nose to tail on aircraft and aero engines. Fastening Systems' products are also critical components of commercial transportation vehicles, and construction, industrial, and renewable energy equipment.

Engineered Structures

Engineered Structures produces titanium ingots and mill products for aerospace and defense applications and is vertically integrated to produce titanium forgings, titanium extrusions, and machining services for airframe, wing, aero-engine, and landing gear components. Engineered Structures also produces aluminum forgings, nickel forgings, and aluminum machined components and assemblies for aerospace and defense applications.

Forged Wheels

Forged Wheels provides forged aluminum wheels and related products for heavy-duty trucks and the commercial transportation market.

The operating results and assets of the Company's reportable segments were as follows:

Year ended	Engine Products	Fastening Systems	Engineered Structures	Forged Wheels	Total Segment
2024					
Sales:					
Third-party sales	\$ 3,735	\$ 1,576	\$ 1,065	\$ 1,054	\$ 7,430
Inter-segment sales	7	1	10	—	18
Total sales	\$ 3,742	\$ 1,577	\$ 1,075	\$ 1,054	\$ 7,448
Expenses:					
Segment Adjusted cost of goods sold ⁽¹⁾	\$ 2,495	\$ 1,061	\$ 873	\$ 724	\$ 5,153
Other segment items ⁽²⁾	97	110	36	43	286
Profit and loss:					
Segment Adjusted EBITDA	\$ 1,150	\$ 406	\$ 166	\$ 287	\$ 2,009
Restructuring and other charges	1	5	12	1	19
Provision for depreciation and amortization	139	47	42	42	270
Other:					
Capital expenditures	\$ 219	\$ 26	\$ 20	\$ 45	\$ 310
Total assets	5,145	2,711	1,355	701	9,912
2023					
Sales:					
Third-party sales	\$ 3,266	\$ 1,349	\$ 878	\$ 1,147	\$ 6,640
Inter-segment sales	13	—	3	—	16
Total sales	\$ 3,279	\$ 1,349	\$ 881	\$ 1,147	\$ 6,656
Expenses:					
Segment Adjusted cost of goods sold ⁽¹⁾	\$ 2,295	\$ 959	\$ 720	\$ 796	\$ 4,770
Other segment items ⁽²⁾	97	112	48	42	299
Profit and loss:					
Segment Adjusted EBITDA	\$ 887	\$ 278	\$ 113	\$ 309	\$ 1,587
Restructuring and other (credits) charges	(2)	1	21	—	20
Provision for depreciation and amortization	130	46	47	39	262
Other:					
Capital expenditures	\$ 112	\$ 31	\$ 26	\$ 36	\$ 205
Total assets	4,926	2,749	1,415	724	9,814
2022					
Sales:					
Third-party sales	\$ 2,698	\$ 1,117	\$ 790	\$ 1,058	\$ 5,663
Inter-segment sales	4	—	6	—	10
Total sales	\$ 2,702	\$ 1,117	\$ 796	\$ 1,058	\$ 5,673
Expenses:					
Segment Adjusted cost of goods sold ⁽¹⁾	\$ 1,881	\$ 782	\$ 644	\$ 745	\$ 4,052
Other segment items ⁽²⁾	92	101	41	35	269
Profit and loss:					
Segment Adjusted EBITDA	\$ 729	\$ 234	\$ 111	\$ 278	\$ 1,352
Restructuring and other charges	29	8	7	2	46
Provision for depreciation and amortization	125	45	48	40	258

Other:										
Capital expenditures	\$	94	\$	39	\$	17	\$	28	\$	178
Total assets		4,784		2,661		1,273		701		9,419

- (1) Segment Adjusted cost of goods sold is exclusive of Provision for depreciation and amortization, Restructuring and other charges, and Corporate expenses.
- (2) Other segment items includes Selling, general administrative, and other expenses, and Research and development expenses; exclusive of Provision for depreciation and amortization, and Restructuring and other charges.

The following table reconciles Total segment capital expenditures, which are presented on an accrual basis, with Capital expenditures as presented on the Statement of Consolidated Cash Flows. Differences between the total segment and consolidated totals are in Corporate, including the impact of changes in accrued capital expenditures during the period.

For the year ended December 31,	2024	2023	2022
Total segment capital expenditures	\$ 310	\$ 205	\$ 178
Corporate	11	14	15
Capital expenditures	<u>\$ 321</u>	<u>\$ 219</u>	<u>\$ 193</u>

The following tables reconcile certain segment information to consolidated totals. Differences between the total segment and consolidated totals are in Corporate.

For the year ended December 31,	2024	2023	2022
Total Segment Adjusted EBITDA	\$ 2,009	\$ 1,587	\$ 1,352
Segment provision for depreciation and amortization	(270)	(262)	(258)
Unallocated amounts:			
Restructuring and other charges (D)	(21)	(23)	(56)
Corporate expense	(85)	(99)	(119)
Operating income	\$ 1,633	\$ 1,203	\$ 919
Loss on debt redemption	(6)	(2)	(2)
Interest expense, net	(182)	(218)	(229)
Other expense, net (F)	(62)	(8)	(82)
Income before income taxes	<u>\$ 1,383</u>	<u>\$ 975</u>	<u>\$ 606</u>

December 31,	2024	2023
Assets:		
Total segment assets	\$ 9,912	\$ 9,814
Unallocated amounts:		
Cash and cash equivalents	564	610
Deferred income taxes	36	46
Corporate fixed assets, net	83	83
Fair value of derivative contracts	4	—
Accounts receivable securitization	(250)	(250)
Other	170	125
Consolidated assets	<u>\$ 10,519</u>	<u>\$ 10,428</u>

Segment assets include third-party receivables while the accounts receivable securitization item includes the impact of sold receivables under the Company's Accounts Receivable securitization programs. See [Note L](#) for further details.

Geographic information for sales was as follows (based upon the destination of the sale):

For the year ended December 31,	2024	2023	2022
Sales:			
United States	\$ 3,713	\$ 3,273	\$ 2,928
France	678	578	394
Germany	458	363	292
Japan	355	378	319
United Kingdom	350	283	228
Italy	287	220	180
Mexico	220	263	235
Canada	174	145	138
Poland	152	130	96
China	103	98	111
Other	940	909	742
	<u>\$ 7,430</u>	<u>\$ 6,640</u>	<u>\$ 5,663</u>

Geographic information for long-lived tangible assets was as follows (based upon the physical location of the assets):

December 31,	2024	2023
Long-lived assets:		
United States	\$ 1,864	\$ 1,760
Hungary	199	200
United Kingdom	121	120
France	112	121
Mexico	68	71
Germany	54	58
China	41	46
Other	82	80
	<u>\$ 2,541</u>	<u>\$ 2,456</u>

The following table disaggregates segment revenue by major market served. Differences between the total segment and consolidated totals are in Corporate.

	Engine Products	Fastening Systems	Engineered Structures	Forged Wheels	Total Segment
Year ended December 31, 2024					
Aerospace - Commercial	\$ 2,091	\$ 1,006	\$ 774	\$ —	\$ 3,871
Aerospace - Defense	766	162	236	—	1,164
Commercial Transportation	—	254	—	1,054	1,308
Industrial and Other	878	154	55	—	1,087
Total end-market revenue	<u>\$ 3,735</u>	<u>\$ 1,576</u>	<u>\$ 1,065</u>	<u>\$ 1,054</u>	<u>\$ 7,430</u>
Year ended December 31, 2023					
Aerospace - Commercial	\$ 1,798	\$ 790	\$ 641	\$ —	\$ 3,229
Aerospace - Defense	670	173	172	—	1,015
Commercial Transportation	—	255	—	1,147	1,402
Industrial and Other	798	131	65	—	994
Total end-market revenue	<u>\$ 3,266</u>	<u>\$ 1,349</u>	<u>\$ 878</u>	<u>\$ 1,147</u>	<u>\$ 6,640</u>
Year ended December 31, 2022					
Aerospace - Commercial	\$ 1,495	\$ 616	\$ 495	\$ —	\$ 2,606
Aerospace - Defense	526	158	239	—	923
Commercial Transportation	—	225	—	1,058	1,283
Industrial and Other	677	118	56	—	851
Total end-market revenue	<u>\$ 2,698</u>	<u>\$ 1,117</u>	<u>\$ 790</u>	<u>\$ 1,058</u>	<u>\$ 5,663</u>

The Company derived 68%, 64%, and 62% of its revenue from the aerospace (commercial and defense) markets for the years ended December 31, 2024, 2023, and 2022, respectively.

On April 2, 2024, General Electric Company, one of our largest customers, completed the spin-off of its energy-focused business into GE Vernova, a new publicly traded company. Since then, General Electric Company operates as GE Aerospace. RTX Corporation and GE Aerospace each represented approximately 10% of the Company's third-party sales for the year ended December 31, 2024. These sales were primarily from the Engine Products segment.

D. Restructuring and Other Charges

Restructuring and other charges were comprised of the following:

For the year ended December 31,	2024	2023	2022
Layoff costs	\$ 10	\$ 3	\$ —
Net reversals of previously recorded layoff reserves	(3)	(1)	(1)
Pension and other post-retirement benefits - net settlements (G)	—	5	58
Non-cash asset impairments and accelerated depreciation	2	14	1
Net losses (gains) related to divestitures of assets and businesses (T)	12	(1)	(8)
Other	—	3	6
Total restructuring and other charges	<u>\$ 21</u>	<u>\$ 23</u>	<u>\$ 56</u>

Layoff costs were recorded based on approved, detailed action plans submitted by the operating locations that specified positions to be eliminated, benefits to be paid under existing severance plans, union contracts, or statutory requirements and the expected timetable for completion of the plans.

2024 Actions. In 2024, Howmet recorded Restructuring and other charges of \$21, which were primarily due to a net loss on the sale of a small U.K. manufacturing facility in Engineered Structures of \$13, a \$10 charge for layoff costs, including the separation of 431 employees (283 in Fastening Systems, 111 in Engineered Structures and 37 in Forged Wheels), and accelerated depreciation, of \$2, partially offset by the reversal of \$3 for layoff reserves in Engineered Structures related to prior periods and a gain on the sale of assets at a small U.K. manufacturing facility in Engine Products of \$1.

As of December 31, 2024, 355 employees of the 431 employees were separated. The remaining separations for the 2024 restructuring programs are expected to be completed in 2025.

2023 Actions. In 2023, Howmet recorded Restructuring and other charges of \$23, which included a \$12 charge for impairment of assets primarily related to decommissioned fixed assets in Engineered Structures; a \$5 charge for U.S. and Canadian pension plans' settlement accounting; a \$3 charge for layoff costs, including the separation of 63 employees in Engineered Structures; a \$3 charge for various other exit costs primarily for the closures of small manufacturing facilities and a \$2 charge for accelerated depreciation primarily related to the closure of a small Engineered Structures facility in the U.K. These charges were partially offset by a gain of \$1 on the sale of assets at a U.S. Engineered Structures facility and a benefit of \$1 related to the reversal of layoff reserves related to prior periods.

As of December 31, 2024, actions related to the 2023 restructuring programs were complete.

2022 Actions. In 2022, Howmet recorded Restructuring and other charges of \$56, which included a \$58 charge for U.S. and U.K. pension plans' settlement accounting; a \$6 charge for various other exit costs; and a \$1 charge for accelerated depreciation primarily related to the closure of small U.S. manufacturing facilities in Engineered Structures. These charges were partially offset by a gain of \$8 on the sale of assets at a small U.S. manufacturing facility in Engine Products and a benefit of \$1 related to the reversal of a number of layoff reserves related to prior periods.

As of December 31, 2024, actions related to the 2022 restructuring programs were complete.

Activity and reserve balances for restructuring charges were as follows:

	Layoff costs	Other exit costs	Total
Reserve balances at December 31, 2021	\$ 17	\$ 2	\$ 19
2022 Activity			
Cash payments	(9)	(7)	(16)
Restructuring and other charges	56	—	56
Other ⁽¹⁾	(58)	7	(51)
Reserve balances at December 31, 2022	\$ 6	\$ 2	\$ 8
2023 Activity			
Cash payments	\$ (3)	\$ (3)	\$ (6)
Restructuring and other charges	7	16	23
Other ⁽²⁾	(5)	(13)	(18)
Reserve balances at December 31, 2023	\$ 5	\$ 2	\$ 7
2024 Activity			
Cash payments	\$ (8)	\$ (2)	\$ (10)
Restructuring and other charges	7	14	21
Other ⁽³⁾	—	(14)	(14)
Reserve balances at December 31, 2024	\$ 4	\$ —	\$ 4

(1) In 2022, other for layoff costs included \$58 in settlement accounting charges related to U.S. and U.K. pension plans; while other for other exit costs included a gain of \$8 on the sale of assets, which was offset by a \$1 charge for accelerated depreciation.

(2) In 2023, other for layoff costs included \$5 in settlement accounting charges related to U.S. and Canadian pension plans; while other for other exit costs included charges of \$12 related to the impairment of assets and a \$2 charge for accelerated depreciation which was offset by a gain of \$1 on the sale of assets.

(3) In 2024, other for other exit costs included a net loss of \$13 on the sale of a small U.K. manufacturing facility and a charge of \$2 for accelerated depreciation, partially offset by a gain on the sale of assets at a small U.K. manufacturing facility in Engine Products of \$1.

The remaining reserves as of December 31, 2024 are expected to be paid in cash during 2025.

E. Interest Cost Components

For the year ended December 31,

	2024	2023	2022
Amount charged to interest expense, net	\$ 182	\$ 218	\$ 229
Loss on debt redemption (Q)	6	2	2
Amount capitalized	7	6	6
Total interest cost	<u>\$ 195</u>	<u>\$ 226</u>	<u>\$ 237</u>

F. Other Expense, Net

For the year ended December 31,

	2024	2023	2022
Non-service costs - pension and other postretirement benefits (G)	\$ 29	\$ 29	\$ 16
Interest income	(20)	(23)	(6)
Foreign currency losses (gains), net	13	(2)	(1)
Net realized and unrealized losses ⁽¹⁾	25	22	18
Deferred compensation	15	10	(8)
Legal proceeding ⁽²⁾	—	(25)	65
Other, net	—	(3)	(2)
Total other expense, net	<u>\$ 62</u>	<u>\$ 8</u>	<u>\$ 82</u>

⁽¹⁾ In all periods presented, Net realized and unrealized losses primarily includes costs associated with sales under the Company's accounts receivables securitization arrangement and sales of other customer receivables (See [Note L](#)).

⁽²⁾ In 2023, due to the final settlement of the Lehman Brothers International (Europe) legal proceeding (See [Note U](#)), Legal proceeding included the reversal of \$25, net of legal fees of \$1, of the \$65 pre-tax charge taken in 2022.

G. Pension and Other Postretirement Benefits

Howmet maintains pension plans covering U.S. employees and certain employees in foreign locations. Defined pension benefits generally depend on length of service and job grade. The majority of benefits are paid through pension trusts that are sufficiently funded to ensure that all plans can pay benefits to retirees as they become due. Most salaried and non-bargaining hourly U.S. employees hired after March 1, 2006 participate in a defined contribution plan instead of a defined benefit plan.

Howmet also maintains health care and life insurance postretirement benefit plans covering eligible U.S. retired employees. Generally, the medical plans are unfunded and pay a percentage of medical expenses, reduced by deductibles and other coverage. Life benefits are generally provided by insurance contracts. Howmet retains the right, subject to existing agreements, to change or eliminate these benefits. Effective May 1, 2019, salaried and non-bargaining hourly U.S. employees and retirees are not eligible for postretirement life insurance benefits. Effective July 1, 2024, salaried and non-bargaining hourly U.S. employees are not eligible for any postretirement medical benefits.

In 2023 and 2022, the Company applied settlement accounting to certain U.S., U.K., and Canadian pension plans due to lump sum payments to participants, which resulted in settlement charges of \$2 and \$17, respectively, that were recorded in Restructuring and other charges.

In May and July 2023, Howmet entered into new collective bargaining agreements with the United Autoworkers and United Steel Workers, respectively. These agreements amended the existing health and welfare plans, resulting in an adjustment to the Company's Accrued other postretirement benefits liability of \$10, which was offset in Accumulated other comprehensive loss.

In June 2023, the Company undertook additional actions to reduce U.S. gross pension obligations by \$19 by purchasing group annuity contracts with a third-party carrier to pay and administer future annuity payments. These actions resulted in a settlement charge of \$3 and were recorded in Restructuring and other charges in the second quarter ended June 30, 2023 in the Statement of Consolidated Operations. The funded status of the plans have not been significantly impacted.

In 2022, a certain U.S. pension plan attained funding levels that allowed full lump sum payments. These payments resulted in settlement charges of \$41 that were recorded in Restructuring and other charges in the Statement of Consolidated Operations.

In December 2022, the Canadian pension plan was amended to provide for termination of the plan. As a result, the Company recognized a reduction of \$2 in the pension benefit obligation through curtailment, which was offset in Accumulated other comprehensive loss in the Consolidated Balance Sheet. The wind-up efforts and satisfaction of all plan liabilities are expected to be completed in 2025.

Obligations and Funded Status

December 31,	Pension benefits		Other postretirement benefits	
	2024	2023	2024	2023
Change in benefit obligation				
Benefit obligation at beginning of year	\$ 1,592	\$ 1,599	\$ 103	\$ 120
Service cost	3	3	1	1
Interest cost	75	80	5	7
Amendments	—	—	(2)	(10)
Actuarial (gains) losses ⁽¹⁾	(58)	50	(36)	(1)
Settlements	—	(31)	—	—
Benefits paid	(112)	(118)	(11)	(14)
Foreign currency translation impact	(4)	9	—	—
Benefit obligation at end of year ⁽²⁾	\$ 1,496	\$ 1,592	\$ 60	\$ 103
Change in plan assets⁽²⁾				
Fair value of plan assets at beginning of year	\$ 925	\$ 970	\$ —	\$ —
Actual (loss) return on plan assets	(8)	57	—	—
Employer contributions	79	36	—	—
Benefits paid	(95)	(101)	—	—
Administrative expenses	(12)	(13)	—	—
Settlement payments	—	(32)	—	—
Foreign currency translation impact	(3)	8	—	—
Fair value of plan assets at end of year ⁽²⁾	\$ 886	\$ 925	\$ —	\$ —
Funded status	\$ (610)	\$ (667)	\$ (60)	\$ (103)
Amounts recognized in the Consolidated Balance Sheet consist of:				
Noncurrent assets	\$ 31	\$ 13	\$ —	\$ —
Current liabilities	(16)	(16)	(6)	(11)
Noncurrent liabilities	(625)	(664)	(54)	(92)
Net amount recognized	\$ (610)	\$ (667)	\$ (60)	\$ (103)
Amounts recognized in Accumulated Other Comprehensive Loss consist of:				
Net actuarial loss (gain)	\$ 956	\$ 960	\$ (59)	\$ (26)
Prior service cost (benefit)	2	2	(33)	(41)
Net amount recognized, before tax effect	\$ 958	\$ 962	\$ (92)	\$ (67)
Other changes in plan assets and benefit obligations recognized in Other Comprehensive Loss consist of:				
Net actuarial cost (benefit)	\$ 28	\$ 86	\$ (36)	\$ (1)
Amortization of accumulated net actuarial (loss) benefit	(32)	(33)	3	3
Prior service benefit	—	—	(2)	(10)
Amortization of prior service benefit	—	—	10	9
Net amount recognized, before tax effect	\$ (4)	\$ 53	\$ (25)	\$ 1

⁽¹⁾ As of December 31, 2024, the actuarial gains impacting the benefit obligation were primarily due to changes in the discount rate, partially offset by asset returns being lower than expected. At December 31, 2023, the actuarial losses impacting the benefit obligation were primarily due to changes in the discount rate as well as asset returns being lower than expected.

⁽²⁾ As of December 31, 2024, the benefit obligation, fair value of plan assets, and funded status for U.S. pension plans were \$1,356, \$739, and \$(617), respectively. As of December 31, 2023, the benefit obligation, fair value of plan assets, and funded status for U.S. pension plans were \$1,434, \$780, and \$(654), respectively.

Pension Plan Benefit Obligations

	Pension benefits	
	2024	2023
The projected benefit obligation and accumulated benefit obligation for all defined benefit pension plans were as follows:		
Projected benefit obligation	\$ 1,496	\$ 1,592
Accumulated benefit obligation	1,495	1,591
The aggregate projected benefit obligation and fair value of plan assets for pension plans with projected benefit obligations in excess of plan assets were as follows:		
Projected benefit obligation	1,380	1,459
Fair value of plan assets	739	780
The aggregate accumulated benefit obligation and fair value of plan assets for pension plans with accumulated benefit obligations in excess of plan assets were as follows:		
Accumulated benefit obligation	1,379	1,459
Fair value of plan assets	739	780

Components of Net Periodic Benefit Cost

For the year ended December 31,	Pension benefits ⁽¹⁾			Other postretirement benefits		
	2024	2023	2022	2024	2023	2022
Service cost	\$ 3	\$ 3	\$ 4	\$ 1	\$ 1	\$ 2
Interest cost	75	80	51	5	7	4
Expected return on plan assets	(70)	(74)	(80)	—	—	—
Recognized net actuarial loss (gain)	32	28	49	(3)	(3)	1
Amortization of prior service benefit	—	—	—	(10)	(9)	(9)
Settlements ⁽²⁾	—	5	58	—	—	—
Net periodic benefit cost ⁽³⁾	\$ 40	\$ 42	\$ 82	\$ (7)	\$ (4)	\$ (2)

(1) In 2024, 2023, and 2022, net periodic benefit cost for U.S. pension plans was \$40, \$40, and \$79, respectively.

(2) In 2023, settlements were related to U.S. and Canadian actions including an annuity buyout and lump sum benefit payments. In 2022, settlements were related to U.S. and U.K. lump sum benefit payments.

(3) Service cost was included within Cost of goods sold and Selling, general administrative, and other expenses; settlements were included in Restructuring and other charges; all other cost components were recorded in Other expense, net in the Statement of Consolidated Operations.

Assumptions

Weighted average assumptions used to determine benefit obligations for pension and other postretirement benefit plans were as follows:

December 31,	2024	2023
Discount rate	5.60 %	5.10 %
Cash balance plan interest crediting rate	3.00 %	3.00 %

The U.S. discount rate is determined using a Company-specific yield curve model (above-median) developed with the assistance of an external actuary, while both the U.K. and Canada utilize models developed internally by their respective actuary. The cash flows of the plans' projected benefit obligations are discounted using a single equivalent rate derived from yields on high quality corporate bonds, which represent a broad diversification of issuers in various sectors, including finance and banking, industrials, transportation, and utilities, among others. The yield curve models parallel the plans' projected cash flows, which have a global average duration of 9 years. The underlying cash flows of the bonds included in the models exceed the cash flows needed to satisfy the Company's plans' obligations multiple times.

Benefit accruals for future compensation under the Company's major salaried and non-bargained hourly defined benefit pension plans have ceased. The rate of compensation increase no longer impacts the determination of the benefit obligation.

Weighted average assumptions used to determine net periodic benefit cost for pension and other postretirement benefit plans were as follows:

	2024	2023	2022
Discount rate to calculate service cost ⁽¹⁾	5.10 %	5.50 %	2.80 %
Discount rate to calculate interest cost ⁽¹⁾	4.90 %	5.30 %	2.50 %
Expected long-term rate of return on plan assets	6.70 %	6.70 %	6.70 %
Cash balance plan interest crediting rate	3.00 %	3.00 %	3.00 %

⁽¹⁾ In all periods presented, the respective global discount rates were used to determine net periodic benefit cost for most pension plans for the full annual period. The discount rates for certain plans were updated during 2024, 2023, and 2022 to reflect the remeasurement of these plans due to amendments, settlements, and/or curtailments. The weighted-average rates reflecting these remeasurements does not significantly differ from the rates presented.

The expected long-term rate of return on plan assets (“EROA”) is generally applied to a five-year market-related value of plan assets. The process used by management to develop this assumption is one that relies on a combination of historical asset return information and forward-looking returns by asset class. As it relates to historical asset return information, management focuses on various historical moving averages when developing this assumption. While consideration is given to recent performance and historical returns, the assumption represents a long-term, prospective return. Management also incorporates expected future returns on current and planned asset allocations using information from various external investment managers and consultants, as well as management’s own judgment.

For 2025, management anticipates that approximately 7% will continue to be the expected long-term rate of return for global plan assets. EROA assumptions are developed by country. Annual changes in the weighted average EROA are impacted by the relative size of the assets by country.

For 2024, 2023, and 2022, the U.S. expected long-term rate of return used by management was based on the prevailing and planned strategic asset allocations, as well as estimates of future returns by asset class. These rates were within the respective range of the 20-year moving average of actual performance and the expected future returns developed by asset class.

Assumed health care cost trend rates for U.S. other postretirement benefit plans were as follows:

	2024	2023	2022
Health care cost trend rate assumed for next year	5.50 %	5.50 %	5.50 %
Rate to which the cost trend rate gradually declines	4.50 %	4.50 %	4.50 %
Year that the rate reaches the rate at which it is assumed to remain	2027	2026	2025

The assumed health care cost trend rate is used to measure the expected cost of gross eligible charges covered by Howmet’s other postretirement benefit plans. For 2025, a 5.50% trend rate will be used, reflecting management’s best estimate of the change in future health care costs covered by the plans. The plans’ actual annual health care cost trend experience over the past three years has ranged from (0.40)% to 1.50%. Management’s best estimate considering actual and expected annual health care costs is to maintain the 5.50% trend rate as indicative of expected increases for future health care costs over the long-term.

Plan Assets

Howmet’s pension plans’ investment policy as of December 31, 2024 by asset class, were as follows:

Asset class	Policy range ⁽¹⁾
Equities	20–55%
Fixed income	25–55%
Other investments	15–35%

⁽¹⁾ Policy range is for U.S. plan assets only, as both the U.K. and Canadian asset investment allocations are controlled by a third-party trustee with input from Howmet.

The principal objectives underlying the investment of the pension plans' assets are to ensure that Howmet can properly fund benefit obligations as they become due under a broad range of potential economic and financial scenarios, maximize the long-term investment return with an acceptable level of risk based on such obligations, and broadly diversify investments across and within various asset classes to protect asset values against adverse movements. Specific objectives for long-term investment strategy include reducing the volatility of pension assets relative to pension liabilities and attaining and maintaining a sufficiently funded status. The use of derivative instruments is permitted where appropriate and necessary for achieving overall investment policy objectives. The investment strategy uses long duration bonds and derivative instruments to offset a portion of the interest rate sensitivity of U.S. pension liabilities. Exposure to broad equity risk is decreased and diversified through investments in hedge funds, private equity, private credit, private real estate, high-yield bonds, global and emerging market debt, and global and emerging market equities. Investments are further diversified by strategy, asset class, geography, and sector to enhance returns and mitigate downside risk. A large number of external investment managers are used to gain broad exposure to the financial markets and to mitigate manager-concentration risk.

Investment practices comply with the requirements of the Employee Retirement Income Security Act ("ERISA") and other applicable laws and regulations.

The following section describes the valuation methodologies used to measure the fair value of pension plan assets, including an indication of the level in the fair value hierarchy in which each type of asset is generally classified (See [Note R](#) for the definition of fair value and a description of the fair value hierarchy).

Equities. These securities consist of: (i) direct investments in the stock of publicly traded U.S. and non-U.S. companies that are valued based on the closing price reported in an active market on which the individual securities are traded (generally classified in Level 1); (ii) the plans' share of commingled funds that are invested in the stock of publicly traded companies and are valued at the net asset value of shares held at December 31 (included in Level 1 and Level 2); and (iii) direct investments in long/short equity hedge funds and private equity (limited partnerships and venture capital partnerships) that are valued at net asset value.

Fixed income. These securities consist of: (i) U.S. government debt that are generally valued using quoted prices (included in Level 1); (ii) cash and cash equivalents invested in publicly-traded funds and are valued based on the closing price reported in an active market on which the individual securities are traded (generally classified in Level 1); (iii) publicly traded U.S. and non-U.S. fixed interest obligations (principally corporate bonds and debentures) and are valued through consultation and evaluation with brokers in the institutional market using quoted prices and other observable market data (included in Level 2); (iv) fixed income derivatives that are generally valued using industry standard models with market-based observable inputs (included in Level 2); and (v) cash and cash equivalents invested in institutional funds and are valued at net asset value.

Other investments. These investments include, among others: (i) real estate investment trusts that are valued based on the quoted prices and other observable market data (included in Level 2) and (ii) direct investments of discretionary and systematic macro hedge funds and private real estate (includes limited partnerships) that are valued at net asset value.

The fair value methods described above may not be indicative of net realizable value or reflective of future fair values. Additionally, while Howmet believes the valuation methods used by the plans' trustees are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table presents the fair value of pension plan assets classified under the appropriate level of the fair value hierarchy or net asset value:

December 31, 2024	Level 1	Level 2	Net Asset Value	Total
Equities:				
Equity securities	\$ 1	\$ 130	\$ 300	\$ 431
Long/short equity hedge funds	—	—	20	20
Private equity	—	—	112	112
	<u>\$ 1</u>	<u>\$ 130</u>	<u>\$ 432</u>	<u>\$ 563</u>
Fixed income:				
Intermediate and long duration government/credit	\$ 71	\$ 57	\$ —	\$ 128
Other	18	66	—	84
	<u>\$ 89</u>	<u>\$ 123</u>	<u>\$ —</u>	<u>\$ 212</u>
Other investments:				
Real estate	\$ —	\$ 1	\$ 54	\$ 55
Discretionary and systematic macro hedge funds	—	—	40	40
Other	—	—	5	5
	<u>\$ —</u>	<u>\$ 1</u>	<u>\$ 99</u>	<u>\$ 100</u>
Net plan assets⁽¹⁾	<u><u>\$ 90</u></u>	<u><u>\$ 254</u></u>	<u><u>\$ 531</u></u>	<u><u>\$ 875</u></u>
December 31, 2023	Level 1	Level 2	Net Asset Value	Total
Equities:				
Equity securities	\$ —	\$ 85	\$ 225	\$ 310
Long/short equity hedge funds	—	—	18	18
Private equity	—	—	108	108
	<u>\$ —</u>	<u>\$ 85</u>	<u>\$ 351</u>	<u>\$ 436</u>
Fixed income:				
Intermediate and long duration government/credit	\$ 199	\$ 151	\$ —	\$ 350
Other	6	63	—	69
	<u>\$ 205</u>	<u>\$ 214</u>	<u>\$ —</u>	<u>\$ 419</u>
Other investments:				
Real estate	\$ —	\$ 5	\$ 68	\$ 73
Discretionary and systematic macro hedge funds	—	—	29	29
Other	—	—	3	3
	<u>\$ —</u>	<u>\$ 5</u>	<u>\$ 100</u>	<u>\$ 105</u>
Net plan assets⁽²⁾	<u><u>\$ 205</u></u>	<u><u>\$ 304</u></u>	<u><u>\$ 451</u></u>	<u><u>\$ 960</u></u>

⁽¹⁾ As of December 31, 2024, the total fair value of pension plans' assets excludes a net receivable of \$11, which represents securities purchased and sold but not yet settled plus interest and dividends earned on various investments.

⁽²⁾ As of December 31, 2023, the total fair value of pension plans' assets excludes a net payable of \$35, which represents securities purchased and sold but not yet settled offset by interest and dividends earned on various investments.

Funding and Cash Flows

It is Howmet's policy to fund amounts for pension plans sufficient to meet the minimum requirements set forth in the benefits laws and tax laws of the applicable country. Periodically, Howmet contributes additional amounts as deemed appropriate. In 2024 and 2023, cash contributions to Howmet's pension plans were \$79 and \$36, respectively.

The contributions to the Company's pension plans in 2025 are estimated to be \$60 (of which \$44 is for U.S. plans).

Benefit payments expected to be paid to pension and other postretirement benefit plans’ participants utilizing the current assumptions outlined above are as follows:

For the year ended December 31,	Pension benefits	Other post- retirement benefits
2025	\$ 138	\$ 6
2026	133	6
2027	131	6
2028	131	6
2029	126	6
2030 - 2034	576	26
Total	\$ 1,235	\$ 56

Defined Contribution Plans

Howmet sponsors savings and investment plans in various countries, primarily in the U.S. Howmet’s contributions and expenses related to these plans were \$92, \$82, and \$76 in 2024, 2023, and 2022, respectively. U.S. employees may contribute a portion of their compensation to the plans, and Howmet matches a portion of these contributions in equivalent form of the investments elected by the employee. Additionally, for certain U.S. employees, Howmet makes a contribution of either a percentage of applicable eligible compensation or per hour worked.

H. Income Taxes

The components of income before income taxes were as follows:

For the year ended December 31,	2024	2023	2022
United States	\$ 901	\$ 538	\$ 287
Foreign	482	437	319
Total	\$ 1,383	\$ 975	\$ 606

The provision for income taxes consisted of the following:

For the year ended December 31,	2024	2023	2022
Current:			
Federal ⁽¹⁾	\$ 70	\$ 5	\$ 3
Foreign	98	94	53
State and local	4	2	—
	172	101	56
Deferred:			
Federal	43	92	71
Foreign	17	16	5
State and local	(4)	1	5
	56	109	81
Total	\$ 228	\$ 210	\$ 137

⁽¹⁾ Federal includes U.S. taxes related to foreign income.

A reconciliation of the U.S. federal statutory rate to Howmet's effective tax rate was as follows (the effective tax rate for 2024, 2023, and 2022 was a provision on income):

For the year ended December 31,	2024	2023	2022
U.S. federal statutory rate	21.0 %	21.0 %	21.0 %
Foreign tax rate differential	0.7	(0.1)	0.1
U.S. and residual tax on foreign earnings ⁽¹⁾	(0.6)	0.6	1.2
U.S. state and local taxes, net of federal income tax effect	1.0	0.7	0.5
Non-deductible officer compensation	0.7	0.7	1.2
Tax holidays	(0.4)	(0.4)	(0.5)
Tax credits ⁽²⁾	(5.1)	(0.7)	(0.9)
Changes in valuation allowances	(0.6)	(1.1)	1.4
Changes in uncertain tax positions ⁽³⁾	—	2.1	—
Excess benefit for stock compensation	(0.7)	(0.8)	(0.8)
Other	0.5	(0.5)	(0.6)
Effective tax rate	16.5 %	21.5 %	22.6 %

⁽¹⁾ It is Howmet's policy to treat taxes due from future inclusions in U.S. taxable income related to GILTI as a current period expense when incurred.

⁽²⁾ In 2024, the Company completed an R&D study, and as a result recorded a discrete tax benefit for \$42 of prior year federal R&D credits approved under audit by the U.S. Internal Revenue Service and \$8 of prior year state R&D credits. The Company also recorded a tax benefit for federal and state R&D credits earned during the current year of \$13 and \$3, respectively.

⁽³⁾ In 2023, the Company recorded an income tax reserve of \$21 related to an uncertain French tax position.

The components of net deferred tax assets and liabilities were as follows:

	2024		2023	
	Deferred tax assets	Deferred tax liabilities	Deferred tax assets	Deferred tax liabilities
December 31,				
Depreciation	\$ 8	\$ 529	\$ 8	\$ 510
R&D capitalization	73	—	24	—
Employee benefits	232	9	240	4
Loss provisions	11	2	28	1
Deferred income/expense	46	293	32	1,210
Interest	6	—	32	—
Tax loss carryforwards	1,941	—	2,905	—
Tax credit carryforwards	110	—	216	—
Other	5	8	10	4
	\$ 2,432	\$ 841	\$ 3,495	\$ 1,729
Valuation allowance	(1,705)	—	(1,821)	—
Total	\$ 727	\$ 841	\$ 1,674	\$ 1,729

The following table details the expiration periods of the deferred tax assets presented above:

December 31, 2024	Expires within 10 years	Expires within 11-20 years	No Expiration⁽¹⁾	Other⁽²⁾	Total
Tax loss carryforwards	\$ 427	\$ 393	\$ 1,121	\$ —	\$ 1,941
Tax credit carryforwards	94	7	9	—	110
Other ⁽³⁾	—	—	345	36	381
Valuation allowance	(481)	(324)	(897)	(3)	(1,705)
Total	\$ 40	\$ 76	\$ 578	\$ 33	\$ 727

⁽¹⁾ Deferred tax assets with no expiration may still have annual limitations on utilization.

⁽²⁾ Other represents deferred tax assets whose expiration is dependent upon the reversal of the underlying temporary difference.

⁽³⁾ A substantial amount of Other deferred tax assets relates to employee benefits that will become deductible for tax purposes in jurisdictions with unlimited expiration over an extended period of time as contributions are made to employee benefit plans and payments are made to retirees.

The total deferred tax asset (net of valuation allowance) is supported by projections of future taxable income exclusive of reversing temporary differences (5%), and taxable temporary differences that reverse within the carryforward period (95%).

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not (greater than 50%) that a tax benefit will not be realized. In evaluating the need for a valuation allowance, management considers all potential sources of taxable income, including income available in carryback periods, future reversals of taxable temporary differences, projections of taxable income, and income from tax planning strategies, as well as all available positive and negative evidence. Positive evidence includes factors such as a history of profitable operations, projections of future profitability within the carryforward period, including from tax planning strategies, and Howmet's experience with similar operations. Existing favorable contracts and the ability to sell products into established markets are additional positive evidence. Negative evidence includes items such as cumulative losses, projections of future losses, or carryforward periods that are not long enough to allow for the utilization of a deferred tax asset based on existing projections of income. Deferred tax assets for which no valuation allowance is recorded may not be realized upon changes in facts and circumstances, resulting in a future charge to establish a valuation allowance. Existing valuation allowances are re-examined under the same standards of positive and negative evidence. If it is determined that it is more likely than not that a deferred tax asset will be realized, the appropriate amount of the valuation allowance, if any, is released. Deferred tax assets and liabilities are also remeasured to reflect changes in underlying tax rates due to law changes and the granting and lapse of tax holidays.

It is Howmet's policy to apply a tax law ordering approach when considering the need for a valuation allowance on net operating losses expected to offset GILTI income inclusions. Under this approach, reductions in cash tax savings are not

considered as part of the valuation allowance assessment. Instead, future GILTI inclusions are considered a source of taxable income that support the realizability of deferred tax assets.

Howmet's foreign tax credits in the U.S. have a 10-year carryforward period with expirations ranging from 2025 to 2027 (as of December 31, 2024). Valuation allowances were initially established in prior years on a portion of the foreign tax credit carryforwards, primarily due to insufficient foreign source income to allow for full utilization of the credits within the expiration period. Foreign tax credits of \$46 and \$20 expired at the end of 2024 and 2023, respectively, resulting in a corresponding decrease to the valuation allowance. Due to an increase in foreign source income, the Company decreased the valuation allowance accordingly by an additional \$4 and \$14 in 2024 and 2023, respectively. As of December 31, 2024, the cumulative amount of the valuation allowance was \$41. The need for this valuation allowance will be reassessed on a continuous basis in future periods and, as a result, the allowance may increase or decrease based on changes in facts and circumstances.

The Company recorded a net \$7 decrease, \$2 decrease, and \$1 decrease to U.S. state valuation allowances in 2024, 2023, and 2022, respectively. After weighing all available positive and negative evidence, the Company determined the adjustments based on the underlying net deferred tax assets that were more likely than not realizable based on projected taxable income. Changes in fully reserved U.S. state tax losses, credits and other deferred tax assets resulting from expirations, audit adjustments, tax rate, and tax law changes also resulted in a corresponding net \$30 decrease, \$49 decrease, and \$142 decrease in the valuation allowance in 2024, 2023, and 2022, respectively. Valuation allowances of \$401 remain against state deferred tax assets expected to expire before utilization. The need for valuation allowances against state deferred tax assets will be reassessed on a continuous basis in future periods and, as a result, the allowance may increase or decrease based on changes in facts and circumstances.

In 2022, after weighing all available evidence, the Company released a \$6 valuation allowance in the U.K. related to interest deduction carryforwards. The need for valuation allowances will be reassessed by entity and by jurisdiction on a continuous basis in future periods and, as a result, the allowances may increase or decrease based on changes in facts and circumstances.

The following table details the changes in the valuation allowance:

December 31,	2024	2023	2022
Balance at beginning of year	\$ 1,821	\$ 1,965	\$ 2,279
Increase to allowance	20	21	40
Release of allowance	(127)	(198)	(154)
Acquisitions, divestitures and liquidations	75	(16)	—
Tax apportionment, tax rate and tax law changes	(2)	(11)	(110)
Foreign currency translation	(82)	60	(90)
Balance at end of year	<u>\$ 1,705</u>	<u>\$ 1,821</u>	<u>\$ 1,965</u>

Foreign U.S. GAAP earnings that have not otherwise been subject to U.S. tax, will generally be exempt from future U.S. tax under the 2017 Act when distributed. Such distributions, as well as distributions of previously taxed foreign earnings, could potentially be subject to U.S. state tax in certain states, and foreign withholding taxes. Foreign currency gains/losses related to the translation of previously taxed earnings from functional currency to U.S. dollars could also be subject to U.S. tax when distributed. Howmet would expect the potential withholding tax, U.S. state tax, and U.S. capital gains tax impacts to be immaterial and the potential deferred tax liability associated with future currency gains to be impracticable to determine.

Howmet and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. With a few minor exceptions, Howmet is no longer subject to income tax examinations by tax authorities for years prior to 2014. All U.S. tax years prior to 2024 have been audited by the Internal Revenue Service. Various state and foreign jurisdiction tax authorities are in the process of examining the Company's income tax returns for various tax years through 2023. The Company had net cash income tax payments of \$177, \$104, and \$50 in 2024, 2023, and 2022, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits (excluding interest and penalties) was as follows:

December 31,	2024	2023	2022
Balance at beginning of year	\$ 16	\$ 2	\$ 2
Additions for tax positions of the current year	—	1	—
Additions for tax positions of prior years	—	13	—
Settlements with tax authorities	(14)	—	—
Foreign currency translation	(1)	—	—
Balance at end of year	<u>\$ 1</u>	<u>\$ 16</u>	<u>\$ 2</u>

For all periods presented, a portion of the balance pertains to state tax liabilities, which are presented before any offset for federal tax benefits. The effect of unrecognized tax benefits, if recorded, that would impact the annual effective tax rate for 2024, 2023, and 2022 would be less than 1%, 2%, and less than 1%, respectively, of pre-tax book income. Howmet does not anticipate that changes in its unrecognized tax benefits will have a material impact on the Statement of Consolidated Operations during 2025.

It is Howmet's policy to recognize interest and penalties related to income taxes as a component of the Provision for income taxes in the Statement of Consolidated Operations. Howmet recognized interest and penalties of \$1, \$7, and less than \$1 in 2024, 2023, and 2022, respectively. Due to the expiration of the statute of limitations, settlements with tax authorities, reductions in prior accruals, and refunded overpayments, Howmet recognized interest income of \$0, \$2, and less than \$1 in 2024, 2023, and 2022, respectively. As of December 31, 2024, 2023, and 2022, the amount accrued for the payment of interest and penalties was \$9, \$11, and less than \$1, respectively.

I. Preferred and Common Stock

Preferred Stock. Howmet has two classes of preferred stock: \$3.75 Cumulative Preferred Stock ("Class A Preferred Stock") and Class B Serial Preferred Stock. Class A Preferred Stock has 660,000 shares authorized at a par value of \$100 per share with an annual \$3.75 cumulative dividend preference per share. There were 546,024 shares of Class A Preferred Stock outstanding as of both December 31, 2024 and 2023. Class B Serial Preferred Stock has 10,000,000 shares authorized at a par value of \$1 per share. There were no shares of Class B Serial Preferred Stock outstanding as of both December 31, 2024 and 2023.

Common Stock. As of December 31, 2024, there were 600,000,000 shares authorized at a par value of \$1 per share, and 405,431,361 shares issued and outstanding. Dividends paid were \$0.26 per share in 2024 (\$0.05 per share in each of the first and second quarters of 2024 and \$0.08 per share in each of the third and fourth quarter of 2024), \$0.17 per share in 2023 (\$0.04 per share in each of the first, second, and third quarters of 2023 and \$0.05 per share in the fourth quarter of 2023), and \$0.10 per share in 2022 (\$0.02 per share in each of the first, second, and third quarters of 2022 and \$0.04 per share in the fourth quarter of 2022).

As of December 31, 2024, 47 million shares of common stock were reserved for issuance under Howmet's stock-based compensation plans. As of December 31, 2024, 24 million shares remain available for issuance. Howmet issues new shares to satisfy the exercise of stock options and the conversion of stock awards.

Common Stock Outstanding and Share Activity (number of shares)

Balance at December 31, 2021	421,691,912
Issued for stock-based compensation plans	1,819,651
Repurchase and retirement of common stock	(11,356,506)
Balance at December 31, 2022	<u>412,155,057</u>
Issued for stock-based compensation plans	2,993,340
Repurchase and retirement of common stock	(5,233,936)
Balance at December 31, 2023	<u>409,914,461</u>
Issued for stock-based compensation plans	1,287,412
Repurchase and retirement of common stock	(5,770,512)
Balance at December 31, 2024	<u>405,431,361</u>

The following table provides details for share repurchases during 2024, 2023, and 2022:

	Number of shares	Average price per share ⁽¹⁾	Total
Q1 2024 open market repurchase	2,243,259	\$66.87	\$150
Q2 2024 open market repurchase	734,737	\$81.66	\$60
Q3 2024 open market repurchase	1,061,323	\$94.22	\$100
Q4 2024 open market repurchase	1,731,193	\$109.75	\$190
2024 Share repurchase total	5,770,512	\$86.65	\$500
Q1 2023 open market repurchase	576,629	\$43.36	\$25
Q2 2023 open market repurchase	2,246,294	\$44.52	\$100
Q3 2023 open market repurchase	506,800	\$49.32	\$25
Q4 2023 open market repurchase	1,904,213	\$52.52	\$100
2023 Share repurchase total	5,233,936	\$47.76	\$250
Q1 2022 open market repurchase	5,147,307	\$34.00	\$175
Q2 2022 open market repurchase	1,770,271	\$33.89	\$60
Q3 2022 open market repurchase	2,764,846	\$36.17	\$100
Q4 2022 open market repurchase	1,674,082	\$38.83	\$65
2022 Share repurchase total	11,356,506	\$35.22	\$400

⁽¹⁾ Excludes commissions cost.

The total value of shares repurchased during 2024, 2023, and 2022 were \$500, \$250, and \$400, respectively. All of the shares repurchased during 2024, 2023, and 2022 were immediately retired. The Company has a share repurchase program (the “Share Repurchase Program”) that, after giving effect to the additional \$50 share repurchases made in January 2025 at an average price per share of \$116.39, retiring approximately 0.4 million shares, has approximately \$2,147 in Board authorization remaining available as of January 31, 2025. The current Share Repurchase Program was authorized by the Company’s Board of Directors on August 18, 2021 at \$1,500, which was increased by the Board by \$2,000 on July 30, 2024. Under the Company’s Share Repurchase Program, the Company may repurchase shares by means of trading plans established from time to time in accordance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, block trades, private transactions, open market repurchases and/or accelerated share repurchase agreements, or other derivative transactions. There is no stated expiration for the Share Repurchase Program. Under its Share Repurchase Program, the Company may repurchase shares from time to time, in amounts, at prices, and at such times as the Company deems appropriate, subject to market conditions, legal requirements and other considerations. The Company is not obligated to repurchase any specific number of shares or to do so at any particular time, and the Share Repurchase Program may be suspended, modified, or terminated at any time without prior notice.

The Inflation Reduction Act of 2022 imposes a 1% excise tax on net stock repurchases after December 31, 2022. The Company recorded \$4 and \$1 to additional capital for excise tax on net repurchases in 2024 and 2023, respectively.

Stock-Based Compensation

Howmet has a stock-based compensation plan under which stock options and/or restricted stock unit awards are granted, generally, in the first half of each year to eligible employees. Stock options are granted at the closing market price of Howmet’s common stock on the date of grant and typically vest over a three-year service period (1/3 each year) with a ten-year contractual term. Restricted stock unit awards typically vest over a three-year service period from the date of grant. As part of Howmet’s stock-based compensation plan design, individuals who are retirement-eligible have a six-month requisite service period in the year of grant. Certain of the restricted stock unit awards include performance and market conditions and are granted to certain eligible employees. For annual performance stock awards, the final number of shares earned will be based on Howmet’s achievement of profitability targets over the respective performance periods and will be earned at the end of the third year.

Additionally, the annual performance stock awards include a total shareholder return (“TSR”) component, which depends upon relative performance against the TSRs of a group of peer companies.

In 2024, 2023, and 2022, Howmet recognized stock-based compensation expense of \$63 (\$57 after-tax), \$50 (\$44 after-tax), and \$54 (\$49 after-tax), respectively. Senior executive performance awards granted in April 2020 were modified in June 2020, resulting in incremental compensation expense of \$12, which was amortized over the remaining service period that ended April 1, 2023.

All stock-based compensation expense recorded in 2024, 2023, and 2022 relates to restricted stock unit awards. No stock-based compensation expense was capitalized in any of those years. As of December 31, 2024, there was \$28 (pre-tax) of unrecognized compensation expense related to non-vested restricted stock unit award grants. This expense is expected to be recognized over a weighted average period of 1.6 years.

Stock-based compensation expense is based on the grant date fair value of the applicable equity grant. For restricted stock unit awards, the fair value is equivalent to the closing market price of Howmet’s common stock on the date of grant. The weighted average grant date fair value per share of the 2024, 2023, and 2022 performance stock awards with a market condition including a TSR component is \$72.65, \$47.59, and \$44.44, respectively. The 2024, 2023, and 2022 performance awards were valued using a Monte Carlo model. A Monte Carlo simulation uses assumptions of stock price behavior to estimate the probability of satisfying market conditions and the resulting fair value of the award. The risk-free interest rate (4.4% in 2024, 4.4% in 2023, and 2.0% in 2022) was based on a yield curve of interest rates at the time of the grant based on the remaining performance period. In 2024, 2023, and 2022, volatility of 27.7%, 39.0%, and 39.4%, respectively, was estimated using Howmet’s historical volatility. Stock options were last granted in 2018.

The activity for stock options and stock awards during 2024 was as follows (options and awards in millions in the table below):

	Stock options		Stock awards	
	Number of options	Weighted average exercise price per option	Number of awards	Weighted average FMV per award
Outstanding, December 31, 2023	0.5	\$ 22.67	3.0	\$ 34.23
Granted	—	—	0.7	71.65
Exercised	(0.4)	23.41	—	—
Converted	—	—	(1.6)	32.11
Expired or forfeited	—	—	(0.1)	43.89
Performance share adjustment	—	—	0.1	35.97
Outstanding, December 31, 2024	0.1	\$ 20.98	2.1	\$ 48.28

As of December 31, 2024, the stock options outstanding had a weighted average remaining contractual life of 2.1 and a total intrinsic value of \$13. All of the stock options outstanding were fully vested and exercisable. In 2024, 2023, and 2022, the cash received from stock option exercises was \$8, \$11, and \$16, respectively, and the total tax benefit realized from these exercises was \$3, \$2, and \$2, respectively. The total intrinsic value of stock options exercised during 2024, 2023, and 2022 was \$16, \$9, and \$10, respectively. The total intrinsic value of stock awards converted during 2024, 2023, and 2022 was \$117, \$187, and \$61, respectively.

J. Earnings Per Share

Basic earnings per share (“EPS”) amounts are computed by dividing earnings, after the deduction of preferred stock dividends declared, by the average number of common shares outstanding. Diluted EPS amounts assume the issuance of common stock for all potentially dilutive share equivalents outstanding.

The information used to compute basic and diluted EPS attributable to Howmet common shareholders was as follows (shares in millions in the table below):

For the year ended December 31,	2024	2023	2022
Net income attributable to common shareholders	\$ 1,155	\$ 765	\$ 469
Less: preferred stock dividends declared	2	2	2
Net income available to Howmet Aerospace common shareholders - basic and diluted	<u>\$ 1,153</u>	<u>\$ 763</u>	<u>\$ 467</u>
Average shares outstanding - basic	408	412	416
Effect of dilutive securities:			
Stock and performance awards	2	4	5
Average shares outstanding - diluted	<u>410</u>	<u>416</u>	<u>421</u>

Common stock outstanding as of December 31, 2024, 2023, and 2022 was approximately 405 million, 410 million, and 412 million, respectively.

As average shares outstanding are used in the calculation for both basic and diluted EPS, the full impact of share repurchases and issuances was not fully realized in EPS in the period of repurchase or issuance since share activity may occur at varying points during a period.

There were no shares relating to outstanding stock options excluded from the calculation of average shares outstanding - diluted during 2024, 2023, and 2022.

K. Accumulated Other Comprehensive Loss

The following table details the activity of the three components that comprise Accumulated other comprehensive loss:

	2024	2023	2022
Pension and other postretirement benefits (G)			
Balance at beginning of period	\$ (689)	\$ (653)	\$ (799)
Other comprehensive (loss) income:			
Unrecognized net actuarial gain (loss) and prior service cost/benefit	3	(68)	87
Tax (expense) benefit	(1)	15	(18)
Total Other comprehensive income (loss) before reclassifications, net of tax	2	(53)	69
Amortization of net actuarial loss and prior service cost ⁽¹⁾	19	21	99
Tax expense ⁽²⁾	(4)	(4)	(22)
Total amount reclassified from Accumulated other comprehensive loss, net of tax ⁽³⁾	15	17	77
Total Other comprehensive income (loss)	17	(36)	146
Balance at end of period	\$ (672)	\$ (689)	\$ (653)
Foreign currency translation			
Balance at beginning of period	\$ (1,136)	\$ (1,193)	\$ (1,062)
Other comprehensive (loss) income ⁽⁴⁾	(71)	57	(131)
Balance at end of period	\$ (1,207)	\$ (1,136)	\$ (1,193)
Cash flow hedges			
Balance at beginning of period	\$ (5)	\$ 5	\$ (2)
Other comprehensive (loss) income:			
Net change from periodic revaluations	—	(19)	(8)
Tax benefit (expense)	—	4	2
Total Other comprehensive (loss) income before reclassifications, net of tax	—	(15)	(6)
Net amount reclassified to earnings ⁽⁵⁾	8	6	17
Tax (expense) benefit ⁽²⁾	(2)	(1)	(4)
Total amount reclassified from Accumulated other comprehensive income (loss), net of tax ⁽³⁾	6	5	13
Total Other comprehensive income (loss)	6	(10)	7
Balance at end of period	\$ 1	\$ (5)	\$ 5
Accumulated other comprehensive loss balance at end of period	\$ (1,878)	\$ (1,830)	\$ (1,841)

⁽¹⁾ These amounts were recorded in Restructuring and other charges (See [Note D](#)) and Other expense, net (See [Note F](#)) in the Statement of Consolidated Operations.

⁽²⁾ These amounts were included in Provision for income taxes (See [Note H](#)) in the Statement of Consolidated Operations.

⁽³⁾ A positive amount indicates a corresponding charge to earnings and a negative amount indicates a corresponding benefit to earnings.

⁽⁴⁾ In all periods presented, no amounts were reclassified to earnings.

⁽⁵⁾ These amounts were recorded in Cost of goods sold in the Statement of Consolidated Operations.

L. Receivables

Sale of Receivables Programs

The Company maintains an accounts receivables securitization arrangement through a wholly-owned special purpose entity (“SPE”). The net cash funding from the sale of accounts receivable was neither a use of cash nor a source of cash during 2024 or 2023.

The accounts receivables securitization arrangement is one in which the Company, through an SPE, has a receivables purchase agreement (the “Receivables Purchase Agreement”) pursuant to which the SPE may sell certain receivables to financial institutions until the earlier of January 2, 2026 or a termination event. The Receivables Purchase Agreement contains customary representations and warranties, as well as affirmative and negative covenants. Pursuant to the Receivables Purchase Agreement, the Company does not maintain effective control over the transferred receivables, and therefore accounts for these transfers as sales of receivables. The Receivables Purchase Agreement also contains a provision that allows the Company to increase the facility limit to \$325.

The facility limit under the Receivables Purchase Agreement was \$250 as of both December 31, 2024 and December 31, 2023, of which \$250 was drawn at both December 31, 2024 and December 31, 2023. As collateral against the sold receivables, the SPE maintains a certain level of unsold receivables, which were \$201 and \$197 as of December 31, 2024 and December 31, 2023, respectively.

The Company sold \$1,625 and \$1,547 of its receivables without recourse and received cash funding under this program during 2024 and 2023, respectively, resulting in derecognition of the receivables from the Company’s Consolidated Balance Sheet. Costs associated with the sales of receivables are reflected in the Company’s Statement of Consolidated Operations in Other expense, net for the periods in which the sales occur. Cash receipts from sold receivables under the Receivables Purchase Agreement are presented within operating activities in the Statement of Consolidated Cash Flows.

Other Customer Receivable Sales

In 2024 and 2023, the Company sold \$712 and \$593, respectively, of certain customers’ receivables in exchange for cash (of which \$190 and \$158 was outstanding from customers as of December 31, 2024 and December 31, 2023, respectively), the proceeds from which are presented in changes in receivables within operating activities in the Statement of Consolidated Cash Flows. Costs associated with the sales of receivables are reflected in the Company’s Statement of Consolidated Operations in Other expense, net for the periods in which the sales occur.

M. Inventories

December 31,	2024	2023
Finished goods	\$ 458	\$ 451
Work-in-process	903	891
Purchased raw materials	408	355
Operating supplies	71	68
Total inventories	\$ 1,840	\$ 1,765

As of December 31, 2024 and 2023, the portion of inventories valued on a LIFO basis was \$544 and \$446, respectively. If valued on an average-cost basis, total inventories would have been \$280 and \$236 higher as of December 31, 2024 and 2023, respectively. In 2024, we did not have any LIFO inventory layer liquidations. Reductions in LIFO inventory quantities caused partial liquidations of LIFO inventory layers resulting in the recognition of a benefit of \$1 in 2023 and recognition of expense of less than \$1 in 2022.

N. Properties, Plants, and Equipment, Net

	December 31, 2024	December 31, 2023
Land and land rights	\$ 84	\$ 88
Structures	1,025	1,018
Machinery and equipment	4,118	4,079
	5,227	5,185
Less: accumulated depreciation and amortization	3,150	3,081
	2,077	2,104
Construction work-in-progress	309	224
Properties, plants, and equipment, net	\$ 2,386	\$ 2,328

Depreciation expense related to Properties, plants, and equipment recorded in Provision for depreciation and amortization in the Statement of Consolidated Operations was \$243, \$236, and \$227 for the years ended December 31, 2024, 2023, and 2022, respectively.

O. Goodwill and Other Intangible Assets

The following table details the changes in the carrying amount of goodwill:

	Engine Products	Fastening Systems	Engineered Structures	Forged Wheels	Total
Balances at December 31, 2022					
Goodwill	\$ 2,830	\$ 1,595	\$ 306	\$ 7	\$ 4,738
Accumulated impairment losses	(719)	(4)	(2)	—	(725)
Goodwill, net	2,111	1,591	304	7	4,013
Translation and other	13	9	—	—	22
Balances at December 31, 2023					
Goodwill	2,843	1,604	306	7	4,760
Accumulated impairment losses	(719)	(4)	(2)	—	(725)
Goodwill, net	2,124	1,600	304	7	4,035
Translation and other	(17)	(7)	(1)	—	(25)
Balances at December 31, 2024					
Goodwill	2,826	1,597	305	7	4,735
Accumulated impairment losses	(719)	(4)	(2)	—	(725)
Goodwill, net	\$ 2,107	\$ 1,593	\$ 303	\$ 7	\$ 4,010

During the 2024 annual review of goodwill in the fourth quarter, management performed quantitative assessments on the Engine Products and Engineered Structures reporting units and qualitative assessments on the Fastening Systems and Forged Wheels reporting units. The estimated fair values of the reporting units exceeded their respective carrying values in excess of 60%; thus, there were no goodwill impairments. Howmet uses a DCF model to estimate the current fair value of the reporting unit, which is compared to its carrying value, when testing for impairment. Management believes forecasted cash flows are the best indicator of such fair value. A number of significant assumptions and estimates are involved in the application of the DCF model to forecast operating cash flows, including sales growth, production costs, and discount rate. Assumptions can vary among the reporting units. Cash flow forecasts are generally based on approved business unit operating plans for the early years and historical relationships in later years. The WACC rate for the individual reporting units is estimated with the assistance of valuation experts. The annual goodwill impairment tests in the fourth quarters of 2024, 2023, and 2022 indicated that goodwill was not impaired for any of the Company's reporting units. If actual results or external market factors decline significantly from management's estimates, future goodwill impairment charges (or the amount by which the carrying amount exceeds the reporting unit's fair value without exceeding the total amount of goodwill allocated to that reporting unit) may be necessary and could be material.

Other intangible assets were as follows:

	Gross carrying amount	Accumulated amortization	Intangibles, net
December 31, 2024			
Computer software	\$ 217	\$ (185)	\$ 32
Patents and licenses	66	(66)	—
Other intangibles	689	(268)	421
Total amortizable intangible assets	972	(519)	453
Indefinite-lived trade names and trademarks	22	—	22
Total intangible assets, net	\$ 994	\$ (519)	\$ 475
	Gross carrying amount	Accumulated amortization	Intangibles, net
December 31, 2023			
Computer software	\$ 217	\$ (182)	\$ 35
Patents and licenses	67	(66)	1
Other intangibles	683	(246)	437
Total amortizable intangible assets	967	(494)	473
Indefinite-lived trade names and trademarks	32	—	32
Total intangible assets, net	\$ 999	\$ (494)	\$ 505

Computer software consists primarily of software costs associated with enterprise business solutions across Howmet's businesses.

Amortization expense related to the intangible assets recorded in Provision for depreciation and amortization in the Statement of Consolidated Operations was \$33, \$35, and \$36 for the years ended December 31, 2024, 2023, and 2022, respectively, and is expected to be in the range of approximately \$30 to \$36 annually from 2025 to 2029.

P. Leases

Operating lease cost includes short-term leases and variable lease payments and approximates cash paid. Operating lease cost was \$67, \$63, and \$61 in 2024, 2023, and 2022, respectively. Operating lease cost in 2024, 2023, and the second half of 2022 includes the lease for the portion of the property in Pittsburgh, PA used as the corporate headquarters.

Operating lease right-of-use assets and lease liabilities in the Consolidated Balance Sheet were as follows:

December 31,	2024	2023
Right-of-use assets classified in Other noncurrent assets	\$ 155	\$ 128
Current portion of lease liabilities classified in Other current liabilities	\$ 37	\$ 32
Long-term portion of lease liabilities classified in Other noncurrent liabilities and deferred credits	119	97
Total lease liabilities	\$ 156	\$ 129

Future minimum contractual operating lease obligations were as follows at December 31, 2024:

2025	\$ 46
2026	39
2027	29
2028	21
2029	15
Thereafter	39
Total lease payments	\$ 189
Less: Imputed interest	(33)
Present value of lease liabilities	\$ 156

December 31,	2024	2023	2022
Right-of-use assets obtained in exchange for operating lease obligations	\$ 66	\$ 68	\$ 34
Weighted-average remaining lease term in years	5.9	6.4	5.6
Weighted-average discount rate	5.7 %	5.9 %	5.4 %

Q. Debt

Debt.

December 31,	2024	2023
5.125% Notes, due 2024	\$ —	\$ 205
6.875% Notes, due 2025	—	600
USD Term Loan Agreement, due 2026	140	200
JPY Term Loan Agreement, due 2026	188	211
5.900% Notes, due 2027	625	625
6.750% Bonds, due 2028	300	300
3.000% Notes, due 2029	700	700
4.850% Notes, due 2031 ⁽¹⁾	500	—
5.950% Notes, due 2037	625	625
4.750% Iowa Finance Authority Loan, due 2042	250	250
Other, net ⁽²⁾	(13)	(10)
	3,315	3,706
Less: amount due within one year	6	206
Total long-term debt	\$ 3,309	\$ 3,500

⁽¹⁾ The Company entered into a cross-currency swap to synthetically convert the 2031 Notes into a Euro liability of approximately €458 million with a fixed annual interest rate of 3.720%.

⁽²⁾ Other, net includes unamortized debt discounts and unamortized debt issuance costs related to outstanding notes and bonds listed in the table above and various financing arrangements related to subsidiaries.

The principal amount of long-term debt maturing in each of the next five years is \$5 in 2025, \$323 in 2026, \$625 in 2027, \$300 in 2028, and \$700 in 2029.

Public Debt. On August 23, 2024, the Company completed the early redemption of all of the remaining outstanding principal amount of approximately \$577 of the 6.875% Notes due May 2025 (the “2025 Notes”) in accordance with the terms of the notes. The Company completed the redemption with the net proceeds from the offering of the 4.850% Notes due October 2031 (the “2031 Notes”) and cash on hand at an aggregate redemption price of approximately \$594, including accrued interest and an early termination premium of approximately \$12 and \$5, respectively, which were recorded in Interest expense, net, and Loss on debt redemption, respectively, in the Statement of Consolidated Operations.

On August 22, 2024, the Company completed an offering of \$500 aggregate principal amount of its 2031 Notes. The Company entered into a cross-currency swap to synthetically convert the 2031 Notes into a Euro liability of approximately €458 million. The fixed interest rate on the Euro liability is approximately 3.720% per annum.

On July 1, 2024, the Company completed the early redemption of all of the remaining outstanding principal amount of \$205 of the 5.125% Notes due October 2024 (the “2024 Notes”). The Company redeemed the 2024 Notes at par value plus accrued interest. The 2024 Notes were redeemed with cash on hand at an aggregate redemption price of approximately \$208, including accrued interest of approximately \$3.

In the second quarter of 2024, the Company repurchased approximately \$23 aggregate principal amount of the 2025 Notes through an open market repurchase (“OMR”). The OMR was settled at slightly more than par value.

On December 28, 2023, the Company completed an early partial redemption of its outstanding 2024 Notes in the aggregate principal amount of \$500. Such 2024 Notes were redeemed at par with approximately \$106 of cash on hand and approximately \$400 from the Company’s term loan facilities at an aggregate redemption price of approximately \$506, including accrued interest of approximately \$6.

On September 28, 2023, the Company completed an early partial redemption of its outstanding 2024 Notes in the aggregate principal amount of \$200. Such 2024 Notes were redeemed at par with cash on hand at an aggregate redemption price of approximately \$205, including accrued interest of approximately \$5.

On March 29, 2023, the Company completed the early partial redemption of an additional \$150 aggregate principal amount of the 2024 Notes in accordance with the terms of the notes, and paid an aggregate of \$155, including accrued interest and an early termination premium of approximately \$4 and \$1, respectively, which were recorded in Interest expense, net, and Loss on debt redemption, respectively, in the Statement of Consolidated Operations.

In January 2023, the Company repurchased approximately \$26 aggregate principal amount of its 2024 Notes through an OMR. The OMR was settled at slightly less than par value.

In the second and fourth quarters of 2022, the Company repurchased in the open market approximately \$69 aggregate principal amount of its 2024 Notes and paid approximately \$71, including an early termination premium of approximately \$2, which was recorded in Loss on debt redemption in the Statement of Consolidated Operations.

The Company has the option to redeem certain of its notes and bonds in whole or part, at any time at a redemption price equal to the greater of principal amount or the sum of the present values of the remaining scheduled payments, discounted using a defined treasury rate plus a spread, plus in either case accrued and unpaid interest to the redemption date.

Term Loan Facilities. On November 22, 2023, the Company entered into (i) a U.S. Dollar Term Loan Agreement, due 2026 (the “USD Term Loan Agreement”) and (ii) a Japanese Yen Term Loan Agreement, due 2026 (the “JPY Term Loan Agreement” and, together with the USD Term Loan Agreement, the “Term Loan Agreements” and each, individually, a “Term Loan Agreement”). Capitalized terms used in this “Term Loan Facilities” section but not otherwise defined shall have the meanings given to such terms in the applicable Term Loan Agreement.

The USD Term Loan Agreement provided for a \$200 senior unsecured delayed draw term loan facility (the “USD Term Loan Facility”), under which any borrowings mature on November 22, 2026, unless earlier terminated in accordance with the provisions of the USD Term Loan Agreement. Commencing in 2025, the USD Term Loan Facility requires quarterly principal payments through maturity based on a percentage of the original principal amount. The JPY Term Loan Agreement provided for a ¥33,000 million senior unsecured delayed draw term loan facility (the “JPY Term Loan Facility” and, together with the USD Term Loan Facility, the “Term Loan Facilities”), under which any borrowings mature on November 22, 2026, unless earlier terminated in accordance with the provisions of the JPY Term Loan Agreement.

Each of the Term Loan Facilities is unsecured and amounts payable thereunder rank pari passu with all other unsecured, unsubordinated indebtedness of the Company. Borrowings under the USD Term Loan Facility are denominated in U.S. dollars, and borrowings under the JPY Term Loan Facility are denominated in Japanese yen. Loans under each of the Term Loan Facilities may be prepaid without premium or penalty.

Under the USD Term Loan Facility, loans bear interest at a base rate or a rate equal to Term SOFR plus adjustment, plus, in each case, an applicable margin based on the credit ratings of the Company’s outstanding senior unsecured long-term debt. Based on the Company’s long-term debt ratings, the applicable margin on base rate loans was 0.375% and 0.500% per annum as of December 31, 2024 and December 31, 2023, respectively, and the applicable margin on Term SOFR loans was 1.375% and 1.500% per annum as of December 31, 2024 and December 31, 2023, respectively.

Under the JPY Term Loan Facility, loans bear interest at a rate equal to the Cumulative Compounded RFR Rate utilizing the Tokyo Overnight Average Rate plus an applicable margin based on the credit ratings of the Company’s outstanding senior unsecured long-term debt. Based on the Company’s long-term debt ratings, the applicable margin on loans under the JPY Term Loan Facility is 1.500% and 1.625% per annum as of December 31, 2024 and December 31, 2023, respectively.

The Company entered into interest rate swaps to exchange the floating interest rates of the Term Loan Facilities to fixed interest rates. The fixed interest rate on the USD Term Loan was 5.670% and 5.795% as of December 31, 2024 and December 31, 2023, respectively. The fixed interest rate on the JPY Term Loan was 1.919% and 2.044% as of December 31, 2024 and December 31, 2023, respectively.

The obligations of the Company to pay amounts outstanding under the respective Term Loan Facilities may be accelerated upon the occurrence of an “Event of Default” as defined therein. Such Events of Default include, among others, (a) non-payment of obligations; (b) breach of any representation or warranty in any material respect; (c) non-performance of covenants and obligations; (d) with respect to other indebtedness in a principal amount in excess of \$100, a default thereunder that causes such indebtedness to become due prior to its stated maturity or a default in the payment at maturity of any principal of such indebtedness; (e) the bankruptcy or insolvency of the Company; and (f) a change in control of the Company.

The Term Loan Agreements contain respective covenants, including, among others, (a) limitations on the Company’s ability to incur liens securing indebtedness for borrowed money; (b) limitations on the Company’s ability to consummate a consolidation, merger, or sale of all or substantially all of its assets; (c) limitations on the Company’s ability to change the nature of its business; and (d) a limitation requiring the ratio of Consolidated Net Debt to Consolidated EBITDA as of the end of each fiscal quarter for the period of the four fiscal quarters most recently ended, to be less than or equal to 3.75 to 1.00.

On December 27, 2023, the Company borrowed \$200 under the USD Term Loan Facility. On December 20, 2024, the Company completed an early partial prepayment of its USD Term Loan in the aggregate principal amount of \$60. This partial prepayment was made at par value plus accrued interest of less than \$1. On December 1, 2023, the Company borrowed ¥29,702 million under the JPY Term Loan Facility.

The amounts outstanding under the USD Term Loan Facility were \$140 and \$200 as of December 31, 2024 and December 31, 2023, respectively. The amounts outstanding under the JPY Term Loan Facility were ¥29,702 million (\$188) and ¥29,702 million (\$211) as of December 31, 2024 and December 31, 2023, respectively.

Credit Facility. On July 27, 2023, the Company entered into the Second Amended and Restated Five-Year Revolving Credit Agreement (as so amended and restated, the “Credit Agreement”) by and among the Company, a syndicate of lenders and issuers named therein, Citibank, N.A., as administrative agent for the lenders and issuers, and JPMorgan Chase Bank, N.A., as syndication agent. The Credit Agreement amended and restated the Company’s Amended and Restated Five-Year Revolving Credit Agreement, dated as of September 28, 2021, as amended by Amendment No. 1 to Credit Agreement, dated as of February 13, 2023.

The Credit Agreement provides a \$1,000 senior unsecured revolving credit facility (the “Credit Facility”) that matures on July 27, 2028, unless extended or earlier terminated in accordance with the provisions of the Credit Agreement. The Company may make two one-year extension requests during the term of the Credit Facility, with any extension being subject to the lender consent requirements set forth in the Credit Agreement. Subject to the terms and conditions of the Credit Agreement, the Company may from time to time request increases in commitments under the Credit Facility, not to exceed \$500 in aggregate principal amount, and may also request the issuance of letters of credit, subject to a letter of credit sublimit of \$500 of the Credit Facility. Under the provisions of the Credit Agreement, based on Howmet’s current long-term debt ratings, Howmet pays an annual fee of 0.125% of the total commitment to maintain the Credit Facility.

The Credit Facility is unsecured and amounts payable under it will rank pari passu with all other unsecured, unsubordinated indebtedness of the Company. Borrowings under the Credit Facility may be denominated in U.S. dollars or euros. Loans will bear interest at a base rate or, in the case of U.S. dollar-denominated loans, a rate equal to the Term Secured Overnight Financing Rate (“SOFR”) plus adjustment or, in the case of euro-denominated loans, the Euro inter-bank offered rate (“EURIBOR”), plus, in each case, an applicable margin based on the credit ratings of the Company’s outstanding senior unsecured long-term debt. Based on Howmet’s current long-term debt ratings, there would be no applicable margin on base rate loans and the applicable margin on Term SOFR loans and EURIBOR loans would be 1.000% per annum. The applicable margin is subject to change based on the Company’s long-term debt ratings. Loans may be prepaid without premium or penalty, subject to customary breakage costs.

The obligation of the Company to pay amounts outstanding under the Credit Facility may be accelerated upon the occurrence of an “Event of Default” as defined in the Credit Agreement. Such Events of Default include, among others, (a) non-payment of obligations; (b) breach of any representation or warranty in any material respect; (c) non-performance of covenants and obligations; (d) with respect to other indebtedness in a principal amount in excess of \$100, a default thereunder that causes such indebtedness to become due prior to its stated maturity or a default in the payment at maturity of any principal of such indebtedness; (e) the bankruptcy or insolvency of Howmet; and (f) a change in control of the Company.

The Credit Agreement contains covenants, including, among others, (a) limitations on the Company’s ability to incur liens securing indebtedness for borrowed money; (b) limitations on the Company’s ability to consummate a consolidation, merger or sale of all or substantially all of its assets; (c) limitations on the Company’s ability to change the nature of its business; and (d) a limitation requiring the ratio of Consolidated Net Debt to Consolidated EBITDA (each as defined in the Credit Agreement) as of the end of each fiscal quarter for the period of the four fiscal quarters most recently ended, to be less than or equal to 3.75 to 1.00.

There were no amounts outstanding under the Credit Agreement as of December 31, 2024 and 2023, and no amounts were borrowed during 2024, 2023 or 2022 under the Credit Agreement. As of December 31, 2024, the Company was in compliance with all covenants under the Credit Agreement. Availability under the Credit Agreement could be reduced in future periods if the Company fails to maintain the required ratio referenced above.

Commercial Paper. On April 4, 2024, the Company established a commercial paper program under which the Company may issue unsecured commercial paper notes (“commercial paper”) from time to time up to a maximum aggregate face amount of \$1,000 outstanding at any time. The maturities of the commercial paper may vary but will not exceed 397 days from the date of issue and will rank equal in right of payment with all other unsecured senior indebtedness of the Company. The proceeds of the commercial paper will be used for general corporate purposes.

There were no amounts outstanding under the commercial paper program as of December 31, 2024.

R. Other Financial Instruments

Fair Value. Fair value is defined as 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 distinguishes between (i) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (ii) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

The carrying values of Cash and cash equivalents, restricted cash, derivatives, noncurrent receivables, and Long-term debt due within one year included in the Consolidated Balance Sheet approximate their fair value. The aforementioned derivatives are included in Prepaid expenses and other current assets, Other noncurrent assets, Other current liabilities, and Other noncurrent liabilities and deferred credits in the Consolidated Balance Sheet, as applicable. The Company holds exchange-traded fixed income securities which are considered available-for-sale securities and are carried at fair value based on quoted market prices. The aforementioned securities are classified in Level 1 of the fair value hierarchy and are included in Other noncurrent assets in the Consolidated Balance Sheet. The fair value of Long-term debt, less amount due within one year was based on quoted market prices for public debt and on interest rates that are currently available to Howmet for issuance of debt with similar terms and maturities for non-public debt. The fair value amounts for all Long-term debt were classified in Level 2 of the fair value hierarchy.

December 31,	2024		2023	
	Carrying value	Fair value	Carrying value	Fair value
Long-term debt, less amount due within one year	\$ 3,309	\$ 3,298	\$ 3,500	\$ 3,504

Restricted cash was \$1, less than \$1, and \$1 in 2024, 2023, and 2022, respectively, and was recorded in Prepaid expenses and other current assets in the Consolidated Balance Sheet.

S. Cash Flow Information

Cash paid for interest and income taxes was as follows:

	2024	2023	2022
Interest, net of amounts capitalized	\$ 180	\$ 221	\$ 224
Income taxes, net of amounts refunded	\$ 177	\$ 104	\$ 50

The Company incurred capital expenditures which remain unpaid at December 31, 2024, 2023, and 2022 of \$97, \$72, and \$55, respectively, and will result in cash outflows within investing activities in the Statement of Consolidated Cash Flows in subsequent periods.

In September 2022, the FASB issued guidance to enhance the transparency of disclosures regarding supplier finance programs. These changes became effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, except for the amendment on rollforward information, which is effective for fiscal years beginning after December 15, 2023.

On January 1, 2023, the Company adopted the changes issued by the FASB related to disclosure requirements of supplier finance program obligations. We offer voluntary supplier finance programs to suppliers who may elect to sell their receivables to third parties at the sole discretion of both the supplier and the third parties. The program is at no cost to the Company and provides additional liquidity to our suppliers, if they desire, at their cost. Under these programs, the Company pays the third party bank, rather than the supplier, the stated amount of the confirmed invoices on the original maturity date of the invoices. The Company or the third party bank may terminate a program upon at least 30 days' notice. Supplier invoices under the program require payment in full no more than approximately 120 days of the invoice date. As of December 31, 2024 and 2023, supplier invoices that are subject to future payment under these programs were \$268 and \$258, respectively, and are included in Accounts payable, trade in the Consolidated Balance Sheet.

The rollforward of the Company's outstanding obligations confirmed as valid under its supplier financing program for the year ended December 31, 2024 is as follows:

Confirmed obligations outstanding at December 31, 2023	\$	258
Invoices confirmed during the year		877
Confirmed invoices paid during the year		(867)
Confirmed obligations outstanding at December 31, 2024	\$	268

T. Divestitures

2024 Divestiture

On May 31, 2024, the Company completed the sale of a small manufacturing facility in the U.K. within the Engineered Structures segment. The sale, including post-close adjustments, resulted in a year-to-date charge of \$13 that was recorded in Restructuring and other charges in the Statement of Consolidated Operations. The sale remains subject to certain post-closing adjustments.

U. Contingencies and Commitments

Contingencies

Environmental Matters. Howmet participates in environmental assessments and/or cleanups at more than 30 locations. These include owned or operating facilities and adjoining properties, previously owned or operated facilities and adjoining properties, and waste sites, including Superfund (Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")) sites.

A liability is recorded for environmental remediation when a cleanup program becomes probable and the costs can be reasonably estimated. As assessments and cleanups proceed, the liability is adjusted based on progress made in determining the extent of remedial actions and related costs. The liability can change substantially due to factors such as the nature and extent of contamination, changes in remedial requirements, and technological changes, among others.

The Company's remediation reserve balance was \$19 and \$17 as of December 31, 2024 and 2023, respectively, and was recorded in Other noncurrent liabilities and deferred credits in the Consolidated Balance Sheet (of which \$10 and \$7, respectively, was classified as a current liability), and reflects the most probable costs to remediate identified environmental conditions for which costs can be reasonably estimated. Payments related to remediation expenses applied against the reserve were \$2 and \$3 in 2024 and 2023, respectively, and included expenditures currently mandated, as well as those not required by any regulatory authority or third party.

Included in annual operating expenses are the recurring costs of managing hazardous substances and environmental programs. These costs are estimated to be less than 1% of Cost of goods sold.

Tax. In December 2013 and 2014, the Company received audit assessment notices from the French Tax Authority (“FTA”) for the 2010 through 2012 tax years. In 2016, the Company appealed to the Committee of the Abuse of Tax Law, where it received a favorable nonbinding decision. The FTA disagreed with the Committee of the Abuse of Tax Law’s opinion, and the Company appealed to the Montreuil Administrative Court, where in 2020 the Company prevailed on the merits. The FTA appealed this decision to the Paris Administrative Court of Appeal in 2021. On March 31, 2023, the Company received an adverse decision from the Paris Administrative Court of Appeal. The Company appealed this decision to the French Administrative Supreme Court. The assessment amount was \$17 (€16 million), including \$10 (€9 million) of tax and interest up through 2017 and \$7 (€7 million) of penalties. The Company estimates additional interest to be \$2 (€2 million). On July 23, 2024, the Company received the French Administrative Supreme Court’s decision. That decision upheld the assessment of \$10 (€9 million) of tax and interest, while cancelling the penalties of \$7 (€7 million) and remanding the penalty assessment issue to the Paris Administrative Court of Appeal for reexamination. As a result, the Company has no further right to appeal the assessment of tax and interest but will continue to protest the penalties.

In 2023, the Company recorded an income tax reserve in Provision for income taxes in the Statement of Consolidated Operations of \$21 (€19 million), which includes tax, estimated interest and penalties, for the 2010 through 2012 tax years, as well as the remaining tax years open for reassessment (2020-2023). In accordance with FTA dispute resolution practices, the Company paid the assessment amount including tax, interest, and penalties, to the FTA in December 2023. The Company is expecting to pay the additional interest related to the assessment in 2025. The Company also paid the estimated tax related to the 2020-2023 tax years in 2023. As of the third quarter of 2024, the Company no longer recorded an uncertain tax position related to the tax and interest assessed. In October 2024, the Company received a refund of the penalties that were remanded. We will continue to record an income tax reserve for penalties determined more than likely to be upheld, until the uncertain tax position is settled.

Indemnified Matters. The Separation and Distribution Agreement, dated October 31, 2016, that the Company entered into with Alcoa Corporation in connection with its separation from Alcoa Corporation, and the Separation and Distribution Agreement, dated March 31, 2020, that the Company entered into with Arconic Corporation in connection with its separation from Arconic Corporation, provide for cross-indemnities for claims subject to indemnification between the Company and Alcoa Corporation and between the Company and Arconic Corporation, respectively. To date, Alcoa Corporation and Arconic Corporation have fulfilled their respective indemnification obligations to the Company, and claims subject to indemnification by Alcoa Corporation or Arconic Corporation have not impacted the Company financially. Among other claims that are covered by these indemnities, Arconic Corporation indemnifies the Company (previously named Arconic Inc. and, prior to that, Alcoa Inc.) for all potential liabilities associated with the fire that occurred at the Grenfell Tower in London, U.K. on June 14, 2017 (“Grenfell Fire”), including the following:

(i) Regulatory Investigations. Arconic Architectural Products SAS (“AAP SAS”) (now a subsidiary of Arconic Corporation) supplied Reynobond PE to its customer who used the product as one component of the overall cladding system on Grenfell Tower. Regulatory Investigations into the overall Grenfell Fire are being conducted, including a criminal investigation by the London Metropolitan Police Service and a Public Inquiry by the British government (regarding which AAP SAS is a participant) (together, the “U.K. Proceedings”). On September 4, 2024, the Public Inquiry published its Phase 2 report on the Grenfell fire. (ii) United Kingdom Litigation. On December 23, 2020, survivors and estates of decedents of the Grenfell Fire and emergency responders filed suit against 23 defendants, including the Company. The substantial majority of these suits were settled pursuant to the terms of a confidential settlement agreement and are now discontinued and closed. The claimants in the remaining suits are mediating their claims with the defendants. On June 21, 2024, the Company was joined as a party to proceedings initiated by the Royal Borough of Kensington and Chelsea (RBKC) and Chelsea Tenant Management Organisation Ltd. (KCTMO) that are currently pending against AAP SAS and Whirlpool. By February 14, 2025, RBKC and KCTMO must serve their Particulars of Claim and Schedule of Loss on defendants. (iii) Raul v. Albaugh, et al. (United States District Court for the District of Delaware). On June 22, 2018, a derivative complaint was filed nominally on behalf of Arconic Inc. by a purported Arconic Inc. stockholder against the then members of Arconic Inc.’s Board of Directors, Klaus Kleinfeld and Ken Giacobbe, naming Arconic Inc. as a nominal defendant. The complaint alleged violations of the federal securities laws relating to the Grenfell Fire, as well as claims under Delaware state law for breaches of fiduciary duty, gross mismanagement and abuse of control, and also alleges that the defendants improperly authorized the sale of Reynobond PE for unsafe uses. On October 22, 2024, the parties executed a settlement term sheet that set forth the material terms and conditions associated with the resolution of this derivative action. On October 28, 2024, November 27, 2024 and January 27, 2025, the parties filed joint status reports regarding this development. On January 28, 2025, the court ordered that the parties file a joint status report or a stipulation of dismissal on or before March 28, 2025. The parties plan to enter into a formal, final Stipulation and Agreement of Settlement, Compromise, and Release in the near term, which will be presented to the court for approval.

Legal Proceedings. *Lehman Brothers International (Europe) Legal Proceeding.* On June 26, 2020, Lehman Brothers International (Europe) (“LBIE”) filed proceedings in the High Court of Justice, Business and Property Courts of England and Wales against two subsidiaries of the Company, FR Acquisitions Corporation (Europe) Ltd and JFB Firth Rixson Inc. (collectively, the “Firth Rixson Entities”). The proceedings concerned two interest rate swap transactions that the Firth Rixson Entities entered into with LBIE in 2007 and 2008. As a result of the ruling issued by the Court in October 2022, the Company recorded \$65 in Other current liabilities in the Consolidated Balance Sheet and took a pre-tax charge of this amount in Other expense, net in the Statement of Consolidated Operations in the third quarter of 2022. The Firth Rixson Entities appealed the Court’s ruling. On June 15, 2023, the Company, the Firth Rixson Entities, and LBIE reached a full and final settlement of all claims arising out of the LBIE legal proceedings. The settlement provided for payment of \$40: \$15 paid in July 2023 and \$25 paid in July 2024.

Lockheed Martin Corp. v. Howmet Aerospace Inc. On November 30, 2023, Lockheed Martin Corporation (“Lockheed Martin”) filed a complaint in federal district court in the Northern District of Texas against the Company and its subsidiary RTI Advanced Forming, Inc. (“RTI”) as defendants. The complaint alleged that the Company and RTI breached a Master Purchase Order between Lockheed Martin and RTI related to the F-35 Joint Strike Fighter production program between Lockheed Martin and the United States government (the “F-35 Program”) by seeking a fair market price adjustment for the provision of titanium mill products under RTI’s separate agreements with Lockheed Martin’s subcontractors for the F-35 Program. Following various claims and counterclaims and court-ordered mediation, the parties reached a confidential settlement agreement on April 2, 2024, to supply until December 31, 2026 subject to revised terms mutually agreed to by the parties. The settlement had no material impact on the results of operations in the current year. The parties stipulated to the dismissal of all claims and counterclaims with prejudice on April 2, 2024.

Other. In addition to the matters discussed above, various other lawsuits, claims, and proceedings have been or may be instituted or asserted against the Company, including those pertaining to environmental, product liability, safety and health, employment, tax and antitrust matters. While the amounts claimed in these other matters may be substantial, the ultimate liability cannot currently be determined because of the considerable uncertainties that exist. Therefore, it is possible that the Company’s liquidity or results of operations in a period could be materially affected by one or more of these other matters. However, based on facts currently available, management believes that the disposition of these other matters that are pending or asserted will not have a material adverse effect, individually or in the aggregate, on the results of operations, financial position or cash flows of the Company.

Commitments

Purchase & Other Obligations. Howmet has entered into commitments for raw materials, energy and other obligations, which total \$237 in 2025, \$51 in 2026, \$42 in 2027, \$40 in 2028, \$39 in 2029 and none thereafter.

Operating Leases. See [Note P](#) for the operating lease future minimum contractual obligations.

Guarantees. As of December 31, 2024, Howmet had outstanding bank guarantees related to tax matters, customs duties, rental, plant expansion, and environmental obligations. The total amount committed under these guarantees, which expire at various dates between 2025 and 2027, was \$6 as of December 31, 2024.

Pursuant to the Separation and Distribution Agreement, dated as of October 31, 2016, between Howmet and Alcoa Corporation, Howmet was required to provide certain guarantees for Alcoa Corporation, which were included in Other noncurrent liabilities and deferred credits in the Consolidated Balance Sheet. The remaining guarantee, which had a fair value of \$6 as of both December 31, 2024 and 2023, relates to a long-term energy supply agreement that expires in 2047 at an Alcoa Corporation facility, for which the Company is secondarily liable in the event of a payment default by Alcoa Corporation. If the Company incurs any liability under this guarantee, Arconic Corporation is obligated to indemnify the Company for 50% of such liability. The Company currently views the risk of an Alcoa Corporation payment default on its obligations under the contract to be remote. The Company is required to provide a guarantee up to an estimated present value amount of approximately \$1,121 and \$1,131 as of December 31, 2024 and 2023, respectively, in the event of an Alcoa Corporation default. In the fourth quarter of 2024, 2023, and 2022, a surety bond with a limit of \$80 relating to this guarantee was obtained by Alcoa Corporation to protect Howmet’s obligation. This surety bond will be renewed on an annual basis by Alcoa Corporation.

Letters of Credit. The Company has outstanding letters of credit, primarily related to workers’ compensation, environmental obligations, insurance obligations, and tax matters. The total amount committed under these letters of credit, which automatically renew or expire at various dates, primarily in 2025, was \$90 as of December 31, 2024.

Pursuant to the Separation and Distribution Agreements between the Company and Arconic Corporation and between the Company and Alcoa Corporation, the Company is required to retain letters of credit of \$48 (which are included in the \$90 in the above paragraph) that had previously been provided related to the Company, Arconic Corporation, and Alcoa Corporation workers' compensation claims that occurred prior to the respective separation transactions of April 1, 2020 and November 1, 2016. Arconic Corporation and Alcoa Corporation workers' compensation and letters of credit fees paid by the Company are proportionally billed to, and are reimbursed by, Arconic Corporation and Alcoa Corporation, respectively. Also, the Company was required to provide letters of credit for certain Arconic Corporation and Alcoa Corporation environmental obligations and, as a result, the Company has \$17 of outstanding letters of credit relating to such liabilities (which are also included in the \$90 in the above paragraph). Arconic Corporation is being billed for these letter of credit fees paid by the Company and will reimburse the Company for any payments made under these letters of credit.

Surety Bonds. The Company has outstanding surety bonds primarily related to customs duties, workers' compensation, environmental-related matters, and contract performance. The total amount committed under these annual surety bonds, which automatically renew or expire at various dates, primarily in 2025 and 2026, was \$44 as of December 31, 2024.

Pursuant to the Separation and Distribution Agreements between the Company and Arconic Corporation and between the Company and Alcoa Corporation, the Company is required to provide surety bonds of \$21, which are included in the \$44 in the above paragraph, that had previously been provided related to the Company, Arconic Corporation, and Alcoa Corporation workers' compensation claims that occurred prior to the respective separation transactions of April 1, 2020 and November 1, 2016. Arconic Corporation and Alcoa Corporation workers' compensation claims and surety bond fees paid by the Company are proportionately billed to, and are reimbursed by, Arconic Corporation and Alcoa Corporation, respectively.

V. Subsequent Events

Management evaluated all activity of Howmet and concluded that no subsequent events have occurred that would require recognition in the Consolidated Financial Statements or disclosure in the Notes to the Consolidated Financial Statements, except as noted below:

See [Note 1](#) regarding share repurchases made in January 2025.

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

Howmet's Chief Executive Officer and Chief Financial Officer have evaluated the Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as of the end of the period covered by this report, and they have concluded that these controls and procedures are effective.

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

Management's Report on Internal Control over Financial Reporting is included in [Part II, Item 8](#) of this Form 10-K beginning on page [38](#).

(c) Attestation Report of the Registered Public Accounting Firm

The effectiveness of Howmet'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 is included in [Part II, Item 8](#) of this Form 10-K on page [39](#).

(d) Changes in Internal Control over Financial Reporting

There have been no changes in internal control over financial reporting during the fourth quarter of 2024, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

Rule 105b5-1 Trading Plans. During the three months ended December 31, 2024, none of the Company's directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement" as defined in Item 408(c) of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspection.

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by Item 401 of Regulation S-K regarding directors is contained under the caption "Item 1 Election of Directors" of the Proxy Statement and is incorporated by reference. The information required by Item 401 of Regulation S-K regarding executive officers is set forth in Part I, Item 1 of this report under "Executive Officers of the Registrant."

The information required by Item 405 of Regulation S-K is contained under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" of the Proxy Statement and is incorporated by reference.

The Company's Code of Ethics for the CEO, CFO and Other Financial Professionals is publicly available on the Company's Internet website at www.howmet.com under the section "Investors—Corporate Governance—Governance and Policies." The remaining information required by Item 406 of Regulation S-K is contained under the captions "Corporate Governance" and "Corporate Governance—Code of Conduct and Code of Ethics" of the Proxy Statement and is incorporated by reference.

The information required by Items 407(c)(3), (d)(4) and (d)(5) of Regulation S-K is included under the captions "Item 1 Election of Directors—Nominating Board Candidates—Procedures and Director Qualifications" and "Corporate Governance—Committees of the Board—Audit Committee" of the Proxy Statement and is incorporated by reference.

The Company has an Insider Trading Policy governing the purchase, sale, and/or other dispositions of our securities by our directors, officers, employees and other covered persons, as well as by Howmet itself, that we believe is reasonably designed to promote compliance with insider trading laws, rules and regulations, and applicable listing standards. A copy of our Insider Trading Policy is filed as Exhibit 19 to this Annual Report on Form 10-K.

Item 11. Executive Compensation.

The information required by Item 402 of Regulation S-K is contained under the captions "Director Compensation", "Executive Compensation" and "Corporate Governance—Recovery of Incentive Compensation" of the Proxy Statement. Such information is incorporated by reference, except as to information required pursuant to Item 402(v) of Regulation S-K relating to pay versus performance.

The information required by Items 407(e)(4) and (e)(5) of Regulation S-K is contained under the captions “Corporate Governance—Compensation Committee Interlocks and Insider Participation” and “Item 3 Advisory Approval of Executive Compensation—Compensation Committee Report” of the Proxy Statement. Such information (other than the Compensation Committee Report, which shall not be deemed to be “filed”) is incorporated by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table gives information about Howmet’s common stock that could be issued under the Company’s equity compensation plans as of December 31, 2024:

Plan Category	Equity Compensation Plan Information		
	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders ⁽¹⁾	2,286,559 ⁽¹⁾	\$ 20.98	19,641,999 ⁽²⁾
Equity compensation plans not approved by security holders	—	—	—
Total	2,286,559	\$ 20.98	19,641,999

⁽¹⁾ Equity compensation plans approved by security holders includes the 2013 Howmet Aerospace Stock Incentive Plan, as Amended and Restated (approved by shareholders in May 2024, May 2019, May 2018, May 2016 and May 2013) (the “2013 Plan”). Table amounts are comprised of the following:

- 146,308 stock options;
- 1,508,395 restricted share units; and
- 631,856 performance share awards (275,047 granted in 2024 at target).

⁽²⁾ The 2013 Plan authorizes, in addition to stock options, other types of stock-based awards in the form of stock appreciation rights, restricted shares, restricted share units, performance awards and other awards. The shares that remain available for issuance under the 2013 Plan may be issued in connection with any one of these awards. Up to 66,666,666 shares may be issued under the plan. Any award other than an option or a stock appreciation right shall count as 2.33 shares. Options and stock appreciation rights shall be counted as one share for each option or stock appreciation right. In addition, the 2013 Plan provides the following are available to grant under the 2013 Plan: (i) shares that are issued under the 2013 Plan, which are subsequently forfeited, cancelled or expire in accordance with the terms of the award and (ii) shares that had previously been issued under prior plans that are outstanding as of the date of the 2013 Plan which are subsequently forfeited, cancelled or expire in accordance with the terms of the award.

The information required by Item 403 of Regulation S-K is contained under the captions “Stock Ownership Information—Stock Ownership of Certain Beneficial Owners” and “Stock Ownership Information—Stock Ownership of Directors and Executive Officers” of the Proxy Statement and is incorporated by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information required by Item 404 of Regulation S-K is contained under the captions “Executive Compensation” (excluding the information under the caption “Compensation Committee Report”) and “Corporate Governance— Related Person Transactions” of the Proxy Statement and is incorporated by reference.

The information required by Item 407(a) of Regulation S-K regarding director independence is contained under the captions “Item 1 Election of Directors” and “Corporate Governance” of the Proxy Statement and is incorporated by reference.

Item 14. Principal Accounting Fees and Services.

The information required by Item 9(e) of Schedule 14A is contained under the captions “Item 2 Ratification of Appointment of Independent Registered Public Accounting Firm—Report of the Audit Committee” and “Item 2 Ratification of Appointment of Independent Registered Public Accounting Firm—Audit and Non-Audit Fees” of the Proxy Statement and in its Attachment A (Pre-Approval Policies and Procedures for Audit and Non-Audit Services) thereto and is incorporated by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) The consolidated financial statements and exhibits listed below are filed as part of this report.

(1) The Company's consolidated financial statements, the notes thereto and the report of the Independent Registered Public Accounting Firm are on pages 39 through 82 of this report.

(2) Financial statement schedules have been omitted because they are not applicable, not required, or the required information is included in the consolidated financial statements or notes thereto.

(3) Exhibits.

Exhibit Number	Description*
2(a)	Separation and Distribution Agreement, dated as of October 31, 2016, by and between Arconic Inc. and Alcoa Corporation, incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated November 4, 2016.
2(b)	Tax Matters Agreement, dated as of October 31, 2016, by and between Arconic Inc. and Alcoa Corporation, incorporated by reference to Exhibit 2.3 to the Company's Current Report on Form 8-K dated November 4, 2016.
2(c)	Employee Matters Agreement, dated as of October 31, 2016, by and between Arconic Inc. and Alcoa Corporation, incorporated by reference to Exhibit 2.4 to the Company's Current Report on Form 8-K dated November 4, 2016.
2(c)(1)	Amendment No. 1, dated December 13, 2016, to Employee Matters Agreement, dated as of October 31, 2016, by and between Arconic Inc. and Alcoa Corporation, incorporated by reference to Exhibit 2(e)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
2(d)	Alcoa Corporation to Arconic Inc. Patent, Know-How, and Trade Secret License Agreement, dated as of October 31, 2016, by and between Alcoa USA Corp. and Arconic Inc., incorporated by reference to Exhibit 2.5 to the Company's Current Report on Form 8-K dated November 4, 2016.
2(d)(1)	First Amendment, effective as of November 1, 2016, to the Patent, Know-How and Trade Secret License Agreement by and between Alcoa USA Corp. and Arconic Inc., incorporated by reference to Exhibit 2(d)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.
2(d)(2)	Second Amendment, effective as of October 18, 2021, to the Patent, Know-How and Trade Secret License Agreement by and between Alcoa USA Corp. and Arconic Inc., incorporated by reference to Exhibit 2(d)(2) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.
2(e)	Arconic Inc. to Alcoa Corporation Patent, Know-How, and Trade Secret License Agreement, dated as of October 31, 2016, by and between Arconic Inc. and Alcoa USA Corp., incorporated by reference to Exhibit 2.6 to the Company's Current Report on Form 8-K dated November 4, 2016.
2(f)	Amended and Restated Alcoa Corporation to Arconic Inc. Trademark License Agreement, dated as of June 25, 2017, by and between Alcoa USA Corp. and Arconic Inc., incorporated by reference to Exhibit 2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2017.
2(g)	Agreement and Plan of Merger, dated October 12, 2017, by and between Arconic Inc., a Pennsylvania corporation, and Arconic Inc., a Delaware corporation, incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated January 4, 2018.
2(h)	Separation and Distribution Agreement, dated as of March 31, 2020, by and between Arconic Inc. and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(i)	Tax Matters Agreement, dated as of March 31, 2020, by and between Arconic Inc. and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(j)	Employee Matters Agreement, dated as of March 31, 2020, by and between Arconic Inc. and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2.3 to the Company's Current Report on Form 8-K filed on April 6, 2020.

2(j)(1)	First Amendment to Employee Matters Agreement, dated as of April 10, 2020, by and between Howmet Aerospace Inc. and Arconic Corporation, incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on April 13, 2020.
2(k)	Patent, Know-How, and Trade Secret License Agreement, dated as of March 31, 2020, by and between Arconic Inc. and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2.4 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(k)(1)	Amendment No. 1, effective as of August 25, 2020, to Patent, Know-How, and Trade Secret License Agreement, dated as of March 31, 2020, by and between Arconic Inc. and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2(m)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.
2(l)	Patent, Know-How, and Trade Secret License Agreement, dated as of March 31, 2020, by and between Arconic Rolled Products Corporation and Arconic Inc., incorporated by reference to Exhibit 2.5 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(m)	Trademark License Agreement, dated as of March 31, 2020, by and between Arconic Rolled Products Corporation and Arconic Inc., incorporated by reference to Exhibit 2.6 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(n)	Trademark License Agreement, dated as of March 31, 2020, by and between Arconic Inc. and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2.7 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(o)	Master Agreement for Product Supply, dated as of March 31, 2020, by and between Arconic Massena LLC, Arconic Lafayette LLC, Arconic Davenport LLC and Arconic Inc., incorporated by reference to Exhibit 2.8 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(p)	Second Supplemental Tax and Project Certificate and Agreement, effective as of April 1, 2020, by and among Arconic Inc., Arconic Davenport LLC and Arconic Rolled Products Corporation, incorporated by reference to Exhibit 2.9 to the Company's Current Report on Form 8-K filed on April 6, 2020.
2(q)	Third Supplemental Tax and Project Certificate and Agreement, effective as of January 1, 2023, by and among Howmet Aerospace Inc., Arconic US LLC and Arconic Corporation, incorporated by reference to Exhibit 2(q) to the Company's Annual Report on Form 10-K for the year ended December 31, 2022.
2(r)	Metal Supply & Tolling Agreement by and between Arconic-Köfém Mill Products Hungary Kft and Arconic-Köfém Kft, dated January 1, 2020, incorporated by reference to Exhibit 2(t) to the Company's Annual Report on Form 10-K for the year ended December 31, 2020.
3(a)	Certificate of Incorporation of Howmet Aerospace Inc., a Delaware corporation, incorporated by reference to Exhibit 3(a) to the Company's Annual Report on Form 10-K for the year ended December 31, 2020.
3(b)	Bylaws of Howmet Aerospace Inc., a Delaware corporation, incorporated by reference to Exhibit 3(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2020.
4(a)	Form of Certificate for Shares of Common Stock of Howmet Aerospace Inc. (formerly known as Arconic Inc.), a Delaware corporation, incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated January 4, 2018.
4(b)	Bylaws. See exhibit 3(b) above.
4(c)	Form of Indenture, dated as of September 30, 1993, between Alcoa Inc. and The Bank of New York Trust Company, N.A., as successor to J. P. Morgan Trust Company, National Association (formerly Chase Manhattan Trust Company, National Association), as successor Trustee to PNC Bank, National Association, as Trustee (undated form of Indenture incorporated by reference to Exhibit 4(a) to Registration Statement No. 33-49997 on Form S-3).
4(c)(1)	First Supplemental Indenture, dated as of January 25, 2007, between Alcoa Inc. and The Bank of New York Trust Company, N.A., as successor to J.P. Morgan Trust Company, National Association (formerly Chase Manhattan Trust Company, National Association), as successor Trustee to PNC Bank, National Association, as Trustee, incorporated by reference to Exhibit 99.4 to the Company's Current Report on Form 8-K dated January 25, 2007.

4(c)(2)	Second Supplemental Indenture, dated as of July 15, 2008, between Alcoa Inc. and The Bank of New York Mellon Trust Company, N.A., as successor in interest to J. P. Morgan Trust Company, National Association (formerly Chase Manhattan Trust Company, National Association, as successor to PNC Bank, National Association), as Trustee, incorporated by reference to Exhibit 4(c) to the Company's Current Report on Form 8-K dated July 15, 2008.
4(c)(3)	Fourth Supplemental Indenture, dated as of December 31, 2017, between Arconic Inc., a Pennsylvania corporation, Arconic Inc., a Delaware corporation, and The Bank of New York Mellon Trust Company, N.A., as trustee, incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K dated January 4, 2018.
4(c)(4)	Fifth Supplemental Indenture, dated as of April 16, 2020, between Howmet Aerospace Inc., a Delaware corporation, and The Bank of New York Mellon Trust Company, N.A., as trustee, incorporated by reference to Exhibit 4(e) to the Company's Registration Statement on Form S-3 (Registration Statement No. 333-237705) dated April 16, 2020.
4(d)	Form of 6.75% Bonds Due 2028, incorporated by reference to Exhibit 4(d) to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.
4(e)	Form of 5.90% Notes Due 2027, incorporated by reference to Exhibit 4(e) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.
4(f)	Form of 5.95% Notes Due 2037, incorporated by reference to Exhibit 4(f) to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.
4(g)	Form of 3.000% Notes due 2029, incorporated by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K dated September 1, 2021.
4(h)	Form of 4.850% Notes due 2031, incorporated by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed on August 22, 2024.
4(i)	Description of Company Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, incorporated by reference to Exhibit 4(p) to the Company's Annual Report on Form 10-K for the year ended December 31, 2019.
10(a)	Second Amended and Restated Five-Year Revolving Credit Agreement, dated as of July 27, 2023, among Howmet Aerospace Inc., the lenders and issuers named therein, Citibank, N.A., as administrative agent, and JPMorgan Chase Bank, N.A., as syndication agent, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated July 31, 2023.
10(b)	Term Loan Agreement, dated as of November 22, 2023, among Howmet Aerospace Inc, the lenders named therein, and Truist Bank, as administrative agent and syndication agent, incorporated by reference to Exhibit 10(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(c)	Term Loan Agreement, dated as of November 22, 2023, among Howmet Aerospace Inc, the lenders named therein, and Sumitomo Mitsui Banking Corporation, as administrative agent, incorporated by reference to Exhibit 10(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(d)	Settlement Agreement, dated as of May 22, 2017, by and among Elliott Associates, L.P., Elliott International, L.P., Elliott International Capital Advisors Inc. and Arconic Inc., incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 22, 2017 (reporting an event on May 21, 2017).
10(e)	Letter Agreement, by and among Arconic Inc. and Elliott Associates, L.P., Elliott International, L.P. and Elliott International Capital Advisors Inc., dated as of December 19, 2017, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated December 19, 2017.
10(f)	Howmet Aerospace Hourly Retirement Savings Plan, as Amended and Restated, effective January 1, 2021, incorporated by reference to Exhibit 10(g) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.
10(f)(1)	First Amendment to the Howmet Aerospace Hourly Retirement Savings Plan, as Amended and Restated, incorporated by reference to Exhibit 10(g)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.

10(f)(2)	Second Amendment to the Howmet Aerospace Hourly Retirement Savings Plan, as Amended and Restated, incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023.
10(f)(3)	Third Amendment to the Howmet Aerospace Hourly Retirement Savings Plan, as Amended and Restated, incorporated by reference to Exhibit 10(f)(3) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(f)(4)	Fourth Amendment to the Howmet Aerospace Hourly Retirement Savings Plan, as Amended and Restated, incorporated by reference to Exhibit 10(f)(4) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(f)(5)	Fifth Amendment to the Howmet Aerospace Hourly Retirement Savings Plan, as Amended and Restated.
10(g)	Howmet Aerospace Salaried Retirement Savings Plan, as Amended and Restated, effective January 1, 2021, incorporated by reference to Exhibit 10(g)(2) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.
10(g)(1)	First Amendment to the Howmet Aerospace Salaried Retirement Savings Plan, as Amended and Restated, incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023.
10(g)(2)	Second Amendment to the Howmet Aerospace Salaried Retirement Savings Plan, as Amended and Restated, incorporated by reference to Exhibit 10(g)(2) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(g)(3)	Third Amendment to the Howmet Aerospace Salaried Retirement Savings Plan, as Amended and Restated.
10(h)	Howmet Aerospace Excess Benefits Plan C (formerly known as the Arconic Employees' Excess Benefits Plan C), as amended and restated effective August 1, 2016, incorporated by reference to Exhibit 10(j) to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
10(h)(1)	First Amendment to Howmet Aerospace Excess Benefits Plan C (formerly known as the Arconic Employees' Excess Benefits Plan C), effective January 1, 2018, incorporated by reference to Exhibit 10(l)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.
10(h)(2)	Second Amendment to Howmet Aerospace Excess Benefits Plan C (formerly known as the Arconic Employees' Excess Benefits Plan C), effective January 1, 2018, incorporated by reference to Exhibit 10(l)(2) to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.
10(h)(3)	Third Amendment to Howmet Aerospace Excess Benefits Plan C (formerly known as the Arconic Employees' Excess Benefits Plan C), effective March 31, 2018, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 8, 2018.
10(i)	Deferred Fee Plan for Directors, as amended effective July 9, 1999, incorporated by reference to Exhibit 10(g)(1) to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999.
10(j)	Amended and Restated Deferred Fee Plan for Directors, effective April 1, 2020, incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020.
10(k)	Non-Employee Director Compensation Policy, effective January 1, 2025, incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(l)	Fee Continuation Plan for Non-Employee Directors, incorporated by reference to Exhibit 10(k) to the Company's Annual Report on Form 10-K for the year ended December 31, 1989.
10(l)(1)	Amendment to Fee Continuation Plan for Non-Employee Directors, effective November 10, 1995, incorporated by reference to Exhibit 10(i)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 1995.
10(l)(2)	Second Amendment to the Fee Continuation Plan for Non-Employee Directors, effective September 15, 2006, incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated September 20, 2006.

10(m)	Howmet Aerospace Deferred Compensation Plan, as amended and restated February 1, 2020, incorporated by reference to Exhibit 10(m) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(m)(1)	First Amendment to the Howmet Aerospace Deferred Compensation Plan, as Amended and Restated, incorporated by reference to Exhibit 10(m)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(m)(2)	Second Amendment to the Howmet Aerospace Deferred Compensation Plan, as Amended and Restated.
10(n)	Summary of the Executive Split Dollar Life Insurance Plan, dated November 1990, incorporated by reference to Exhibit 10(m) to the Company's Annual Report on Form 10-K for the year ended December 31, 1990.
10(o)	Amended and Restated Dividend Equivalent Compensation Plan, effective January 1, 1997, incorporated by reference to Exhibit 10(h) to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004.
10(p)	Form of Indemnity Agreement between the Company and individual directors or officers, incorporated by reference to Exhibit 10(j) to the Company's Annual Report on Form 10-K for the year ended December 31, 1987.
10(q)	Form of Indemnification Agreement between the Company and individual directors or officers, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 25, 2018.
10(r)	Howmet Aerospace Supplemental Pension Plan for Senior Executives (formerly known as the Arconic Supplemental Pension Plan for Senior Executives), as amended and restated effective August 1, 2016, incorporated by reference to Exhibit 10(v) to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.
10(r)(1)	First Amendment to Howmet Aerospace Supplemental Pension Plan for Senior Executives (formerly known as the Arconic Supplemental Pension Plan for Senior Executives), effective January 1, 2018, incorporated by reference to Exhibit 10(x)(1) to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.
10(r)(2)	Second Amendment to Howmet Aerospace Supplemental Pension Plan for Senior Executives (formerly known as the Arconic Supplemental Pension Plan for Senior Executives), effective January 1, 2018, incorporated by reference to Exhibit 10(x)(2) to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.
10(s)	Deferred Fee Estate Enhancement Plan for Directors, effective July 10, 1998, incorporated by reference to Exhibit 10(r) to the Company's Annual Report on Form 10-K for the year ended December 31, 1998.
10(t)	Howmet Aerospace Inc. Change in Control Severance Plan, as Amended and Restated, effective September 17, 2021, incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on September 23, 2021.
10(u)	Howmet Aerospace Inc. Executive Severance Plan, as Amended and Restated, effective September 17, 2021, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 23, 2021.
10(v)	Letter Agreement, by and between Arconic Inc. and Michael N. Chanatry, dated as of March 20, 2018, incorporated by reference to Exhibit 10(w) to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.
10(v)(1)	Restricted Share Unit Retention Award Agreement with Michael N. Chanatry, dated as of April 15, 2024. incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024.
10(w)	Letter Agreement, from Arconic Inc. to Ken Giacobbe, dated as of February 14, 2019, incorporated by reference to Exhibit 10(hh) to the Company's Annual Report on Form 10-K for the year ended December 31, 2018.

10(x)	Letter Agreement, by and between Arconic Inc. and John C. Plant, dated as of February 13, 2019, incorporated by reference to Exhibit 10(a) to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.
10(y)	Letter Agreement, by and between Arconic Inc. and John C. Plant, dated as of August 1, 2019, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 2, 2019.
10(z)	Letter Agreement, by and between Arconic Inc. and John C. Plant, dated as of February 24, 2020, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated February 25, 2020.
10(aa)	Letter Agreement between Howmet Aerospace Inc. and John C. Plant, dated as of June 9, 2020, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 12, 2020.
10(bb)	Letter Agreement, by and between Howmet Aerospace Inc. and John C. Plant, dated as of October 14, 2021, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 14, 2021.
10(cc)	Letter Agreement, by and between Howmet Aerospace Inc. and John C. Plant, dated as of December 2, 2022, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 8, 2022.
10(dd)	Restricted Share Unit Award Agreement with John C. Plant as of February 15, 2024, incorporated by reference to Exhibit 10(dd) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(ee)	Letter Agreement, by and between Arconic Inc. and Neil E. Marchuk, dated as of February 13, 2019, incorporated by reference to Exhibit 10(c) to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.
10(ee)(1)	Restricted Share Unit Retention Award Agreement with Neil E. Marchuk, dated as of October 21, 2024
10(ff)	Howmet Aerospace Inc. Legal Fee Reimbursement Plan (formerly known as the Arconic Inc. Legal Fee Reimbursement Plan), effective as of April 30, 2018, incorporated by reference to Exhibit 10(b) to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018.
10(gg)	Howmet Aerospace Inc. 2020 Annual Cash Incentive Plan, as Amended and Restated, incorporated by reference to Exhibit 10(gg) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(hh)	Howmet Aerospace Stock Incentive Plan, as Amended and Restated, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 29, 2024.
10(ii)	Terms and Conditions for Stock Option Awards, effective May 3, 2013, incorporated by reference to Exhibit 10(b) to the Company's Current Report on Form 8-K dated May 8, 2013.
10(jj)	Terms and Conditions for Stock Option Awards under the 2013 Howmet Aerospace Stock Incentive Plan, effective July 22, 2016, incorporated by reference to Exhibit 10(d) to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016.
10(kk)	Global Stock Option Award Agreement, effective January 19, 2018, incorporated by reference to Exhibit 10(uu) to the Company's Annual Report on Form 10-K for the year ended December 31, 2017.
10(ll)	Form of Stock Option Award Agreement, incorporated by reference to Exhibit 10(f) to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.
10(mm)	Terms and Conditions for Restricted Share Units for Annual Director Awards under the 2013 Howmet Aerospace Stock Incentive Plan, as Amended and Restated, effective December 5, 2017, incorporated by reference to Exhibit 10(a) to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018.
10(nn)	Terms and Conditions for Deferred Fee Restricted Share Units for Director Awards under the 2013 Howmet Aerospace Stock Incentive Plan, effective November 30, 2016, incorporated by reference to Exhibit 10(ww) to the Company's Annual Report on Form 10-K for the year ended December 31, 2016.

10(oo)	Global Restricted Share Unit Award Agreement, effective September 30, 2020, incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.
10(pp)	Global Stock Option Award Agreement, effective September 30, 2020, incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.
10(qq)	Global Special Retention Award Agreement, effective September 30, 2020, incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.
10(rr)	Terms and Conditions for Restricted Share Units, effective September 30, 2020, incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020.
10(ss)	Global Restricted Share Unit Award Agreement, effective December 7, 2023, incorporated by reference to Exhibit 10(ss) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(tt)	Global Special Retention Award Agreement, effective December 7, 2023, incorporated by reference to Exhibit 10(tt) to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10(tt)(1)	Form of Special Retention Award Agreement.
10(uu)	Form of Confidentiality, Non-Competition, and Non-Solicitation Agreement, incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021.
10(ww)	Letter Agreement, by and between Howmet Aerospace Inc. and Lola Lin, dated as of May 5, 2021, incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021.
19	Howmet Aerospace Insider Trading Policy.
21	Subsidiaries of the Registrant.
23	Consent of Independent Registered Public Accounting Firm.
24	Power of Attorney.
31	Certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97	Executive Officer Incentive Compensation Recovery Policy, incorporated by reference to Exhibit 97 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
101. INS	Inline XBRL Instance Document.
101. SCH	Inline XBRL Taxonomy Extension Schema Document.
101. CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101. DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101. LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101. PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	The cover page of this Annual Report on Form 10-K for the year ended December 31, 2024 (formatted in Inline XBRL and contained in Exhibit 101).

* Exhibit Nos. 10(f) through 10(ww) are management contracts or compensatory plans required to be filed as Exhibits to this Form 10-K.

Amendments and modifications to other Exhibits previously filed have been omitted when in the opinion of the registrant such Exhibits as amended or modified are no longer material or, in certain instances, are no longer required to be filed as Exhibits.

Certain instruments defining the rights of holders of long-term debt securities of the Registrant and its subsidiaries are omitted pursuant to Item 601(b)(4) (iii) of Regulation S-K. The Registrant hereby undertakes to furnish to the SEC, upon request, copies of any such instruments.

Item 16. Form 10-K Summary.

None.

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.

HOWMET AEROSPACE INC.

February 13, 2025	By <u>/s/ Barbara L. Shultz</u>
	Barbara L. Shultz
	Vice President and Controller (Also signing as Principal Accounting Officer)

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John C. Plant</u> John C. Plant	Executive Chairman and Chief Executive Officer (Principal Executive Officer and Director)	February 13, 2025
<u>/s/ Ken Giacobbe</u> Ken Giacobbe	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 13, 2025

James F. Albaugh, Amy E. Alving, Sharon R. Barner, Joseph S. Cantie, Robert F. Leduc, David J. Miller, Jody G. Miller, Ulrich R. Schmidt and Gunner S. Smith, each as a Director, on February 13, 2025, by Barbara L. Shultz, their Attorney-in-Fact.*

*By <u>/s/ Barbara L. Shultz</u>
Barbara L. Shultz
Attorney-in-Fact

HOWMET AEROSPACE INC.
HOWMET AEROSPACE STOCK INCENTIVE PLAN
SPECIAL RETENTION AWARD AGREEMENT
Grant Date: October 21, 2024

The terms and conditions of this Special Retention Award Agreement, including Appendices A and B attached hereto, (the “Award Agreement”) are authorized by the Compensation and Benefits Committee of the Board of Directors. The special retention award (“Special Retention Award”) is granted to the Participant under the Howmet Aerospace Stock Incentive Plan, as amended and restated and as may be further amended from time to time (the “Plan”).

Terms that are defined in the Plan have the same meanings in the Award Agreement.

NOTE: To avoid cancellation of the Special Retention Award, the Participant must affirmatively accept the Award and the terms of this Award Agreement within 6 months of the grant date, as set forth in paragraph 30 of the Award Agreement.

General Terms and Conditions

1. The Special Retention Awards are subject to the provisions of the Plan and the provisions of the Award Agreement. If the Plan and the Award Agreement are inconsistent, the provisions of the Plan will govern. Interpretations of the Plan and the Award Agreement by the Committee are binding on the Participant and the Company. A Special Retention Award is an undertaking by the Company to issue the number of Shares indicated in the notice of the Special Retention Award on the date the Special Retention Award vests, subject to the fulfillment of certain conditions, except to the extent otherwise provided in the Plan or herein.

Vesting and Payment

2. The Special Retention Award will vest according to the following schedule: 12,000 Restricted Stock Units on December 31, 2025 and the remaining 28,000 Restricted Stock Units on December 31, 2026, and will be paid to the Participant in Shares on the vesting date or within 90 days thereafter.

3. As a condition to a Special Retention Award vesting, a Participant must remain an active employee of the Company or a Subsidiary through the date of vesting. Except as provided in paragraph 5, if a Participant’s employment with the Company (including its Subsidiaries) is terminated prior to the vesting date of the Special Retention Award, the Special Retention Award is forfeited and is automatically canceled.

4. Special Retention Awards will be paid by the issuance to the Participant of Shares covered by the Special Retention Award. Prior to issuance of the Shares, the Participant has no voting rights. Dividend equivalents will accrue on Special Retention Awards, unless the Committee determines that no dividend equivalents may be accrued or paid. Dividend equivalents that accrue on Special Retention Awards will be equal to the common stock dividend per Share payable on the Company’s common stock multiplied by the number of Shares covered by the Special Retention Award. Notwithstanding any provision herein to the contrary, no dividends or dividend equivalents will be paid on Special Retention Awards that have not vested.

5. The following are exceptions to the vesting rules:

- Involuntary Termination without Cause: An unvested Special Retention Award held by a Participant who is involuntarily terminated without Cause (as defined below) from employment with the Company or a Subsidiary during the vesting period is not forfeited in whole but only in part upon termination of employment. The portion of the Special Retention Award that is not forfeited vests on the original stated vesting date set forth in paragraph 2 and is calculated based on a proportionate share of the time during the vesting period that the Participant remained actively employed with the Company or a Subsidiary, with the remaining portion being automatically forfeited. The proportionate share is computed based on the actual number of days actively employed after the date of grant over the actual number of days in the total vesting period. For example, a Participant who is involuntarily terminated without Cause from employment with the Company (or a Subsidiary) at the end of the first year of a three-year vesting period will receive one-third of the Shares upon vesting, with the remaining two-thirds of the Shares being automatically forfeited upon termination.

For this purpose, if the Participant participates in the Howmet Aerospace Inc. Change in Control Severance Plan, “Cause” shall have the meaning set forth in such plan. If the Participant does not participate in the Howmet Aerospace Inc. Change in Control Severance Plan, “Cause” means (i) the willful and continued failure by the Participant to substantially perform the Participant’s duties with the Employer that has not been cured within 30 days after a written demand for substantial performance is delivered to the Participant by the Board or the Participant’s direct supervisor, which demand specifically identifies the manner in which the Participant has not substantially performed the Participant’s duties, (ii) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Company or a Subsidiary, monetarily or otherwise; (iii) the Participant’s fraud or acts of dishonesty relating to the Company or any of its Subsidiaries, or (iv) the Participant’s conviction of any misdemeanor relating to the affairs of the Company or any of its Subsidiaries or indictment for any felony. For purposes of clauses (i) and (ii) of this definition, no act, or failure to act, on the Participant’s part shall be deemed “willful” unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant’s act, or failure to act, was in the best interest of the Company.

- Death or Disability: An unvested Special Retention Award held by a Participant, who dies while an employee or who is permanently and totally disabled while an employee, is not forfeited but vests on the original stated vesting date set forth in paragraph 2.

A Participant is deemed to be permanently and totally disabled if the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. A Participant shall not be considered to be permanently and totally disabled unless the Participant furnishes proof of the existence thereof in such form and manner, and at such times, as the Company may require. In the event of a dispute, the determination whether a Participant is permanently and totally disabled will be made by the Committee or its delegate.

- Change in Control: A Special Retention Award vests if a Replacement Award is not provided following certain Change in Control events, as described in the Plan. If the Change in Control qualifies as a “change in control event” within the meaning of Treas. Reg. § 1.409A-3(i)(5), the vested Special Retention Award will be paid to the Participant within 30 days following the Change in Control. If the Change in Control does not so qualify, the vested Special Retention Award will be paid to the Participant on the original stated vesting date set forth in paragraph 2.

- Termination Following Change in Control: As further described in the Plan, if a Replacement Award is provided following a Change in Control, but within 24 months of such Change in Control the Participant's employment is terminated without Cause (as defined in the Howmet Aerospace Inc. Change in Control Severance Plan) or by the Participant for Good Reason (as defined in the Howmet Aerospace Inc. Change in Control Severance Plan), the Replacement Award will vest and will be paid to the Participant on the original stated vesting date set forth in paragraph 2.

Taxes

6. All taxes required to be withheld under applicable tax laws in connection with a Special Retention Award must be paid by the Participant at the appropriate time under applicable tax laws. The Company may satisfy applicable tax withholding obligations by any of the means set forth in Section 15(l) of the Plan, but will generally withhold from the Shares to be issued upon payment of the Special Retention Award that number of Shares with a fair market value on the vesting date equal to the taxes required to be withheld at the minimum required rates or, to the extent permitted under applicable accounting principles, at up to the maximum individual tax rate for the applicable tax jurisdiction, which include, for Participants subject to taxation in the United States, applicable income taxes, federal and state unemployment compensation taxes and FICA/FUTA taxes. Notwithstanding the foregoing, if the Participant is subject to the short-swing profit rules of Section 16(b) of the Securities Exchange Act of 1934, as amended, the Company will withhold Shares from the Shares to be issued upon payment of the Special Retention Award, as described herein, and will not use the other means set forth in the Plan unless approved by the Committee or in the event that withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences. Further, notwithstanding anything herein to the contrary, the Company may cause a portion of the Special Retention Award to vest prior to the stated vesting date set forth in paragraph 2 in order to satisfy any Tax-Related Items that arise prior to the date of settlement of the Special Retention Award; provided that to the extent necessary to avoid a prohibited distribution under Section 409A of the Code, the portion of the Special Retention Award so accelerated and settled shall be with respect to a number of Shares with a value that does not exceed the liability for such Tax-Related Items.

Beneficiaries

7. If permitted by the Company, Participants will be entitled to designate one or more beneficiaries to receive all Special Retention Awards that have not yet vested at the time of death of the Participant. All beneficiary designations will be on beneficiary designation forms approved for the Plan. Copies of the form are available from the Communications Center on Merrill Lynch's OnLine® website www.benefits.ml.com.

8. Beneficiary designations on an approved form will be effective at the time received by the Communications Center on Merrill Lynch's OnLine® website www.benefits.ml.com. A Participant may revoke a beneficiary designation at any time by written notice to the Communications Center on Merrill Lynch's OnLine® website www.benefits.ml.com or by filing a new designation form. Any designation form previously filed by a Participant will be automatically revoked and superseded by a later-filed form.

9. A Participant will be entitled to designate any number of beneficiaries on the form, and the beneficiaries may be natural or corporate persons.

10. The failure of any Participant to obtain any recommended signature on the form will not prohibit the Company from treating such designation as valid and effective. No beneficiary will acquire any beneficial or other interest in any Special Retention Award prior to the death of the Participant who designated such beneficiary.

11. Unless the Participant indicates on the form that a named beneficiary is to receive Special Retention Awards only upon the prior death of another named beneficiary, all beneficiaries designated on the form will be entitled to share equally in the Special Retention Awards upon vesting. Unless otherwise indicated, all such beneficiaries will have an equal, undivided interest in all such Special Retention Awards.

12. Should a beneficiary die after the Participant but before the Special Retention Award is paid, such beneficiary's rights and interest in the Special Retention Award will be transferable by the beneficiary's last will and testament or by the laws of descent and distribution. A named beneficiary who predeceases the Participant will obtain no rights or interest in a Special Retention Award, nor will any person claiming on behalf of such individual. Unless otherwise specifically indicated by the Participant on the beneficiary designation form, beneficiaries designated by class (such as "children," "grandchildren," etc.) will be deemed to refer to the members of the class living at the time of the Participant's death, and all members of the class will be deemed to take "per capita."

13. If a Participant does not designate a beneficiary or if the Company does not permit a beneficiary designation, the Special Retention Award that has not yet vested or been paid at the time of death of the Participant will vest and be paid to the Participant's legal heirs pursuant to the Participant's last will and testament or by the laws of descent and distribution.

Adjustments

14. In the event of an Equity Restructuring, the Committee will equitably adjust the Special Retention Award as it deems appropriate to reflect the Equity Restructuring, which may include (i) adjusting the number and type of securities subject to the Special Retention Award; and (ii) adjusting the terms and conditions of the Special Retention Award. The adjustments provided under this paragraph 14 will be nondiscretionary and final and binding on all interested parties, including the affected Participant and the Company; provided that the Committee will determine whether an adjustment is equitable.

Repayment/Forfeiture

15. Pursuant to Section 15(e) of the Plan the Committee has full power and authority, to the extent permitted by governing law, to determine that the Special Retention Award will be canceled or suspended at any time prior to a Change in Control: (i) if the Participant violates any agreement in place with the Company or a Subsidiary, such as a non-competition agreement, settlement agreement or confidentiality agreement, the violation of which is injurious to the Company or any Subsidiary, monetarily, reputationally or otherwise; (ii) in the event of the Participant's fraudulent conduct or willful engagement in conduct, in each case which is injurious to the Company or any Subsidiary, monetarily or otherwise; (iii) in the event of a "clawback" of Awards as described in Section 15(f) of the Plan; (iv) in order to comply with applicable laws as described in Section 15(h) of the Plan, or (v) in the event of the Participant's violation of the Company's Code of Conduct or applicable law, in each case which is injurious to the Company or any Subsidiary, monetarily, reputationally or otherwise.

Further, as an additional condition of receiving the Special Retention Award, the Participant agrees that the Special Retention Award and any Shares, cash, sale proceeds or other benefits the Participant may receive hereunder shall be subject to forfeiture and/or repayment to the Company (i) to the extent required under the Company's Executive Officer Incentive Compensation Recovery Policy, if applicable to the Participant, or under any other recoupment or "clawback" policy adopted by the Company to comply with applicable laws or with the Company's Corporate Governance Guidelines or other similar requirements, as any such policy may be amended from time to time (and such requirements shall be deemed incorporated into the Award Agreement without the Participant's consent), or as otherwise may be required to comply with applicable laws, rules, regulations or stock exchange listing standards, including, without limitation, Section 304 of the Sarbanes-Oxley Act of 2002; or (ii) as determined appropriate by the Board pursuant to the Excess Compensation Clawback set forth in Section 15(f) of the Plan, which is incorporated herein by reference. Further, if the Participant otherwise receives any amount in excess of what the Participant should have received under the terms of the Special Retention Award for any reason (including without limitation by reason of a mistake in calculations or administrative error), all as determined by the Committee, then the Participant shall be required to promptly repay any such excess amount to the Company.

The Repayment/Forfeiture provisions of this paragraph 15 shall apply notwithstanding anything herein or in the Plan to the contrary, provided that in no event shall there be any duplication of recovery of amounts from the Participant under the Excess Compensation Clawback, the Executive Officer Incentive Compensation Recovery Policy, Section 304 of the Sarbanes-Oxley Act of 2002, Section 15(e) of the Plan, or any other recoupment policy, provision or requirement.

Miscellaneous Provisions

16. *Stock Exchange Requirements; Applicable Laws.* Notwithstanding anything to the contrary in the Award Agreement, no Shares issuable upon vesting of the Special Retention Awards, and no certificate representing all or any part of such Shares, shall be issued or delivered if, in the opinion of counsel to the Company, such issuance or delivery would cause the Company to be in violation of, or to incur liability under, any local, state, federal or foreign securities or exchange control law, or any rule, regulation or procedure of any U.S. national securities exchange upon which any securities of the Company are listed, or any listing agreement with any such securities exchange, or any other requirement of law or of any local, state, federal or foreign administrative or regulatory body having jurisdiction over the Company or a Subsidiary.

17. *Non-Transferability.* The Special Retention Award is non-transferable and may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company; provided, that, the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

18. *Shareholder Rights.* No person or entity shall be entitled to vote, receive dividends or be deemed for any purpose the holder of any Shares until the Special Retention Award shall have vested and been paid in the form of Shares in accordance with the provisions of the Award Agreement.

19. *Notices.* Any notice required or permitted under the Award Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by confirmed email, telegram, or fax or five days after being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corporate offices or to the Participant at the address maintained for the Participant in the Company's records or, in either case, as subsequently modified by written notice to the other party.

20. *Severability and Judicial Modification.* If any provision of the Award Agreement is held to be invalid or unenforceable under the applicable laws of any country, state, province, territory or other political subdivision or the Company elects not to enforce such restriction, the remaining provisions shall remain in full force and effect and the invalid or unenforceable provision shall be modified only to the extent necessary to render that provision valid and enforceable to the fullest extent permitted by law. If the invalid or unenforceable provision cannot be, or is not, modified, that provision shall be severed from the Award Agreement and all other provisions shall remain valid and enforceable.

21. *Successors.* The Award Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, on the one hand, and the Participant and his or her heirs, beneficiaries, legatees and personal representatives, on the other hand.

22. *Appendices.* Notwithstanding any provisions in the Award Agreement, for Participants residing and/or working outside the United States, the Special Retention Award shall be subject to the additional terms and conditions set forth in Appendix A to the Award Agreement and to any special terms and conditions for the Participant's country set forth in Appendix B to the Award Agreement. Moreover, if the Participant relocates outside the United States or relocates between the countries included in Appendix B, the additional terms and conditions set forth in Appendix A and the special terms and conditions for such country set forth in Appendix B will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of the Award Agreement.

23. *Imposition of Other Requirements.* The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Special Retention Award 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 the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

24. *Compliance with Code Section 409A.* It is intended that the Special Retention Award granted pursuant to the Award Agreement be compliant with Section 409A of the Code and the Award Agreement shall be interpreted, construed and operated to reflect this intent. Notwithstanding the foregoing, the Award Agreement and the Plan may be amended at any time, without the consent of any party, to the extent necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Further, the Company and its Subsidiaries do not make any representation to the Participant that the Special Retention Award granted pursuant to the Award Agreement satisfies the requirements of Section 409A of the Code, and the Company and its Subsidiaries will have no liability or other obligation to indemnify or hold harmless the Participant or any other party for any tax, additional tax, interest or penalties that the Participant or any other party may incur in the event that any provision of the Award Agreement or any amendment or modification thereof or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A of the Code.

25. *Waiver.* A waiver by the Company of breach of any provision of the Award Agreement shall not operate or be construed as a waiver of any other provision of the Award Agreement, or of any subsequent breach by the Participant or any other Participant.

26. *No Advice Regarding Award.* The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant understands and agrees to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

27. *Governing Law and Venue.* As stated in the Plan, the Special Retention Award and the provisions of the Award Agreement and all determinations made and actions taken thereunder, to the extent not otherwise governed by the laws of the United States, shall be governed by the laws of the State of Delaware, United States of America, without reference to principles of conflict of laws, and construed accordingly. The jurisdiction and venue for any disputes arising under, or any actions brought to enforce (or otherwise relating to), the Special Retention Award will be exclusively in the courts in the State of New York, County of New York, including the Federal Courts located therein (should Federal jurisdiction exist).

28. *Electronic Delivery and Acceptance.* The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The 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.

29. *Entire Agreement.* The Award Agreement and the Plan embody the entire understanding and agreement of the parties with respect to the subject matter hereof, and no promise, condition, representation or warranty, express or implied, not stated or incorporated by reference herein, shall bind either party hereto.

Acceptance of Award

30. As permitted by Section 15(c) of the Plan, receipt of this Special Retention Award is subject to the Participant's acceptance of the Award and the terms of this Award Agreement and the Plan through Merrill Lynch's OnLine® website www.benefits.ml.com and/or through such other procedures as may be required by the Company (Participant's "Acceptance"). **To avoid forfeiture of the Award, the Participant must provide such Acceptance within 6 months of the grant date of the Award.** The date as of which the Participant's Special Retention Award shall be forfeited, if the Participant has not provided such Acceptance, will generally be set forth in the Participant's account at Merrill Lynch's OnLine® website. If the Participant does not provide Acceptance within this 6 month period, the Award will be cancelled in accordance with any administrative procedures adopted under the Plan.

**FIFTH AMENDMENT TO THE
HOWMET AEROSPACE HOURLY RETIREMENT SAVINGS PLAN
(Restated effective January 1, 2021)**

Pursuant to Section 20(a) of the HOWMET AEROSPACE HOURLY RETIREMENT SAVINGS PLAN ("Plan"), which provides that the Plan may be amended by action of the Board or Benefits Management Committee, the Plan is amended as described below. Unless specifically stated otherwise, any reference in this Amendment to "Section" is intended to refer to the applicable Section of the Plan, including as noted below the Sections of the Howmet Aerospace Niles Bargaining Retirement Savings Plan ("Niles Union Plan") that continue to apply following the merger of the Niles Union Plan into the Plan. This amendment is effective as of January 1, 2025, except as otherwise provided below.

1. The "DEFINITIONS" section of the Niles Union Plan and the Plan are amended to add the following:

AUTOMATIC RATE ESCALATION means the feature that is effective with Automatic Enrollment or that may be elected by a Participant, in which the rate of Payroll Deduction for Savings is increased until a target Payroll Deduction rate is reached. The Automatic Rate Escalation will occur effective April 1 of each year for Participants who are subject to Automatic Enrollment. Participants who were not Automatically Enrolled, or are no longer subject to Automatic Enrollment, may select an annual date on which Automatic Rate Escalation will occur. The Participant's election may be made in any manner designated by the Plan Administrator and is effective as soon as administratively feasible after it is Properly Received.

CAPITAL PRESERVATION FUND means a stable value fund whose investments are designed to preserve principal savings while providing a steady rate of return. The Capital Preservation Fund is a Core Fund.

CATCH-UP CONTRIBUTIONS means contributions permitted under Section 414(v) of the Code, as described in Section 2(k) of the Plan.

2. The definitions of "AUTOMATIC PRE-TAX RATE ESCALATION", "FIXED INCOME FUND", and "PRE-TAX CATCH-UP CONTRIBUTIONS" in the "DEFINITIONS" Section of the Niles Union Plan and the Plan are deleted. In the Niles Union Plan and the Plan, each instance of "Automatic Pre-Tax Rate Escalation", "Fixed Income Fund", and "Pre-Tax Catch-Up Contributions" is replaced by "Automatic Rate Escalation", "Capital Preservation Fund", and "Catch-Up Contributions", respectively.

3. Effective December 5, 2024, each instance of "Benefits Investments Committee" in the Niles Union Plan and the Plan, other than in Section 15(e)(8), is replaced by "Benefits Management Committee".

4. The definition of “CURRENT MARKET VALUE” in the “DEFINITIONS” Section of the Plan is amended as follows:

CURRENT MARKET VALUE means with respect to any investment allocated to the accounts of any Participant in the Core Funds, the value of the securities and cash of the investment in the applicable Fund as of a specified date, less any fees provided for in Section 21, valued in accordance with a procedure adopted by the investment manager for the Investment Fund and acceptable to the Benefits Management Committee.

5. The definition of “CURRENT MARKET VALUE” in the “DEFINITIONS” Section of the Niles Union Plan is amended as follows:

CURRENT MARKET VALUE means with respect to any investment allocated to the accounts of any Participant in the Core Funds, the value of the securities and cash of the investment in the applicable Fund as of a specified date, less any fees provided for in Section 20, valued in accordance with a procedure adopted by the investment manager for the Investment Fund and acceptable to the Benefits Management Committee.

6. The following is added to the third to last paragraph in the definition of “ELIGIBLE EMPLOYEE” in the “DEFINITIONS” section of the Plan and the Niles Union Plan:

Effective for Plan Years beginning after December 31, 2024, the three consecutive twelve-month periods described in the first sentence of this paragraph shall be reduced to two consecutive twelve-month periods, and no twelve-month period beginning before January 1, 2023 shall be taken into account for this purpose.

7. The definition of “HOWMET AEROSPACE STOCK FUND” in the “DEFINITIONS” section of the Niles Union Plan is amended as follows:

HOWMET AEROSPACE STOCK FUND means the ESOP as described in Section 15(e), which initially became effective January 1, 2002, and which was previously known as the Alcoa Stock Fund prior to the corporate separation of Alcoa Inc. and the renaming of Alcoa Inc. as Arconic Inc. effective November 1, 2016; and Arconic Stock Fund prior to the corporate separation of Arconic Inc. and the renaming of Arconic Inc. as Howmet Aerospace Inc., effective April 1, 2020. Notwithstanding any other provision of the Plan, effective as of December 27, 2024, the Howmet Aerospace Stock Fund will be “frozen” to any new investments as set forth in Section 15(e)(9).

8. The definition of “HOWMET AEROSPACE STOCK FUND” in the “DEFINITIONS” section of the Plan is amended as follows:

HOWMET AEROSPACE STOCK FUND means the ESOP as described in Section 16(e), which initially became effective January 1, 2002, and which was previously known as the Alcoa Stock Fund prior to the corporate separation of Alcoa Inc. and the renaming of Alcoa Inc. as Arconic Inc. effective November 1, 2016; and Arconic Stock Fund prior to the corporate separation of Arconic Inc. and the renaming of Arconic Inc. as Howmet Aerospace Inc., effective April 1, 2020. Notwithstanding any other provision of the Plan, effective as of December 27, 2024, the Howmet Aerospace Stock Fund will be “frozen” to any new investments as set forth in Section 16(e)(9).

9. Subsection (g)(ii) of the definition of “FINANCIAL HARDSHIP” in the “DEFINITIONS” section of the Niles Union Plan and the Plan is amended as follows:

(ii) The Participant has obtained all distributions, other than hardship withdrawals, currently available under all plans maintained by the Participating Employer;

10. Section 2(b) of the Plan is amended as follows:

(b) An Eligible Employee may also elect to pay into the Plan through Payroll Deductions properly authorized by such employee, a whole percentage of his or her Performance Pay in one percent (1%) increments, up to fifty percent (50%).

11. Section 2(c) of the Niles Union Plan is amended as follows:

(c) Payroll Deductions for Pre-Tax Savings made pursuant to Automatic Enrollment are subject to Automatic Rate Escalation whereby, providing the Participant has participated in the Plan at least ninety days, the Participant’s Pre-Tax Savings rate will be increased by one percent on each April 1 after his or her Participation Date until the Pre-Tax Savings rate attains a target rate of six percent of Eligible Compensation. A Participant may change the percentage rate in whole percentages up to the maximum permitted by the Plan or opt out of Automatic Rate Escalation at any time in a manner designated by the Plan Administrator that is Properly Received.

Any Participant may elect to begin or end Automatic Rate Escalation at any time in a manner designated by the Plan that is Properly Received. An election to begin Automatic Rate Escalation shall designate a beginning Pre-Tax Savings and/or Roth 401(k) Savings rate, a target rate up to the maximum permitted by the Plan, an annual rate (in whole percentages) by which the Pre-Tax Savings and/or Roth 401(k) Savings rate increases until the target rate is attained, and the date on which Automatic Rate Escalation shall occur annually.

12. Section 2(d) of the Plan is amended as follows:

(d) Payroll Deductions for Pre-Tax Savings made pursuant to Automatic Enrollment are subject to Automatic Rate Escalation whereby, providing the Participant has participated in the Plan at least ninety days, the Participant's Pre-Tax Savings rate will be increased by one percent on each April 1 after his or her Participation Date until the Pre-Tax Savings rate attains a target rate of six percent of Eligible Compensation. A Participant may change the percentage rate in whole percentages up to the maximum permitted by the Plan or opt out of Automatic Rate Escalation at any time in a manner designated by the Plan Administrator that is Properly Received.

Any Participant may elect to begin or end Automatic Rate Escalation at any time in a manner designated by the Plan that is Properly Received. An election to begin Automatic Rate Escalation shall designate a beginning Pre-Tax Savings and/or Roth 401(k) Savings rate, a target rate up to the maximum permitted by the Plan, an annual rate (in whole percentages) by which the Pre-Tax Savings and/or Roth 401(k) Savings rate increases until the target rate is attained, and the date on which Automatic Rate Escalation shall occur annually.

13. The first paragraph of Section 2(k) of the Plan and the Niles Union Plan are each amended as follows:

(k) An Eligible Employee who meets the requirements listed below may make an election for a Plan Year to defer extra Catch-Up Contributions in an amount that equals an annual maximum amount of seven thousand, five hundred dollars (\$7,500) (which is increased to \$11,250 for Eligible Employees described in the parenthetical of Section 414(v)(2)(B)(i)), or such other amount adjusted for cost-of-living increases as may be provided by the Secretary of the Treasury pursuant to Section 414(v)(2)(C) of the Code. Eligible Employees who meet the requirements are individuals who have attained 50 or will attain age 50 during the applicable taxable year (or for purposes of Section 414(v)(2)(B)(i) have attained or will attain age 60, but have not yet attained and will not attain age 64, in the applicable taxable year), and have submitted an election to make Catch-Up Contributions for applicable Plan Year.

14. Sections 7(b), 7(c), and 7(d) of the Niles Union Plan are amended as follows:

(b) **Participating Employer Contributions and Discretionary Contributions.** All Participating Employer Contributions will be invested in the same Core Funds elected by the Participant for his or her current Savings (or if none, then in the QDIA). Discretionary Contributions may be invested in the Howmet Aerospace Stock Fund before December 27, 2024, if directed by the Participating Employer, subject to Section 8, or otherwise invested in the same Core Funds elected by the Participant for his or her current Savings (or if none, then in the QDIA).

(c) **Brokerage Account.** A portion of Pre-Tax Savings, Roth 401(k) Savings, After Tax Savings, Participating Employer Contributions, or Discretionary Contributions subject to transfer as provided in Section 8, or any other amounts invested in the Core Funds may be transferred in amounts of one dollar (\$1.00) or more and reallocated to a Brokerage Account, a self-directed brokerage account that allows a Participant to select and personally manage investment options not otherwise available under the Plan, in accordance with the provisions of Section 15. Any amounts to be withdrawn, loaned or distributed from a Brokerage Account must be first transferred back to the Core Funds, as described in Section 15(h), except that “in-kind” distributions of marketable securities in the Participant’s Brokerage Account are permitted from the Brokerage Account if a distribution is otherwise available to the Participant under the Plan.

(d) **Automatic Rebalancing of Investments.** A Participant may elect to have his or her account balance automatically rebalanced, or readjusted, on a one-time, quarterly, semi-annual, or annual basis, to equal the percentage(s) directed by the Participant for investing such account balance in any Core Fund(s). The Participant may cancel Automatic Rebalancing at any time in a manner designated by the Plan Administrator that is Properly Received.

15. Sections 8(b), 8(c) and 8(d) of the Plan are amended as follows:

(b) **Participating Employer Contributions, Discretionary Contributions and Restricted Discretionary Contributions.** All Participating Employer Contributions will be invested in the same Core Funds elected by the Participant for his or her current Savings (or if none, then in the QDIA). Restricted Discretionary Contributions and Discretionary Contributions may be invested in the Howmet Aerospace Stock Fund before December 27, 2024 if directed by the Participating Employer, subject to Section 9, or otherwise invested in the same Core Funds elected by the Participant for his or her current Savings (or if none, then in the QDIA).

(c) **Brokerage Account.** A portion of Pre-Tax Savings, Roth 401(k) Savings, After Tax Savings, and Participating Employer Contributions, Discretionary Contributions, Negotiated Deferral Contributions, Restricted Discretionary Contributions, or Employer Retirement Income Contributions subject to transfer as provided in Section 9, or any other amounts invested in the Core Funds may be transferred in amounts of one dollar (\$1.00) or more and reallocated to a Brokerage Account, a self-directed brokerage account that allows a Participant to select and personally manage investment options not otherwise available under the Plan, in accordance with the provisions of Section 16. Any amounts to be withdrawn, loaned or distributed from a Brokerage Account must be first transferred back to the Core Funds, as described in Section 16(h).

(d) **Automatic Rebalancing of Investments.** A Participant may elect to have his or her account balance automatically rebalanced, or readjusted, on a one-time, quarterly, semi-annual, or annual basis, to equal the percentage(s) directed by the Participant for investing such account balance in any Core Fund(s). The Participant may cancel Automatic Rebalancing at any time in a manner designated by the Plan Administrator that is Properly Received.

16. Section 8(a)(1) of the Niles Union Plan and Section 9(a)(1) of the Plan are amended as follows:

(1) Transfers from any one or more Core Funds to the Brokerage Account must be made in amounts of one dollar (\$1.00) or more, but the Participant must keep a minimum balance of \$500 or more invested in the Core Funds;

17. Sections 11(a)(ii) of the Niles Union Plan and 12(a)(ii) of the Plan are amended as follows:

(ii) If the Current Market Value of all of the Participant's vested account balances in all defined contribution plans of Howmet Aerospace, the Subsidiaries and Affiliates exceeds seven thousand dollars (\$7,000), the distribution is made upon the consent of the Participant, or surviving spouse if applicable, and if no consent is given and no claim for benefits has been made, such distribution is made in total upon his or her attainment of age 69. Prior to the distribution of the total Current Market Value of the Participant's total account balance, the Participant, or the Beneficiary in the case of a Participant who dies with an account balance in the Plan, may request partial distributions no more frequently than monthly during each Plan Year in which the account balance is maintained in the Plan. Notwithstanding the foregoing, in the event that a claim for benefits is made, a distribution is made no later than the 60th day after the latest of the last day of the Plan Year in which occurs: (1) the date on which the Participant attains the earlier of age 65, (2) occurs the tenth anniversary of the year in which the Participant commenced participation in the Plan, or (3) the Participant terminates his or her service with the Participating Employer.

18. Section 11(a)(v) is added to the Niles Union Plan as follows:

(v) Notwithstanding the other provisions of this Section 11(a), effective on and after January 1, 2025, "in-kind" distributions from a Participant's Brokerage Account are permitted as set forth in Section 7(c).

19. Section 12(a)(v) is added to the Plan as follows:

(v) Notwithstanding the other provisions of this Section 12(a), effective on and after January 1, 2025, "in-kind" distributions from a Participant's Brokerage Account are permitted as set forth in Section 8(c).

20. Section 15(e)(9) is added to the Niles Union Plan as follows:

(9) **“Freezing” of the Howmet Aerospace Stock Fund.** The Howmet Aerospace Stock Fund will be “frozen” to new investments effective December 27, 2024. No new investments, transfers to, or purchases may be made in the Howmet Aerospace Stock Fund on and after December 27, 2024. However, the Howmet Aerospace Stock Fund will be permitted as an investment option under the Plan until its final liquidation date as determined in the sole discretion of the Benefits Management Committee or its successor (or an independent fiduciary retained by the Benefits Management Committee or its successor). Transfers from the Howmet Aerospace Stock Fund may be made pursuant to Section 8. Notwithstanding the foregoing, all dividends under the Howmet Aerospace Stock Fund shall continue to be reinvested in the Howmet Aerospace Stock Fund under Section 15(e)(3) until its liquidation. Nothing herein shall be interpreted to prevent a Participant from acquiring Howmet Aerospace Stock Fund under the Brokerage Account.

21. Section 15(f)(2) of the Niles Union Plan is amended as follows:

(2) **Accounting for Participant's Accounts.** Participants' investments in the Core Funds are accounted for on a unit basis or on the basis of the Participant's interest in each investment. With respect to Core Funds accounted for on a unit basis, the Trustee allocates to the accounts of each Participant such units in each of the Core Funds as may be acquired with funds (if any) in such Participant's accounts to be invested therein. Such allocations will be made in a uniform manner as determined by the Benefits Management Committee. Transfers and withdrawals are valued based on the Current Market Value on the Effective Date of the transfer or withdrawal.

22. Sections 15(h) and 15(h)(1) of the Niles Union Plan are amended as follows:

(h) **Brokerage Account.** Participants have the right to invest and personally manage investments outside of the Core Funds by investing through the Brokerage Account offered by a broker selected by the Plan (“Broker”). Investment options through the Brokerage Account are mutual funds (other than those already available as Core Funds), any taxable equity or fixed income security publicly traded in a U.S. security market (including American Depositary Receipts), and money market funds. Pre-Tax Savings, Roth 401(k) Savings, After-Tax Savings, Rollover Contributions, Participating Employer Contributions, and Discretionary Contributions that are subject to transfer as provided in Section 8, may not be directly invested in the Brokerage Account, nor may withdrawals, distributions or loans be made directly from the Brokerage Account, except that “in-kind” distributions of marketable securities in the Participant's Brokerage Account are permitted from the Brokerage Account if a distribution is otherwise available to the Participant under the Plan. Such transactions (other than “in-kind” distributions described in the previous sentence) must be processed through the Core Funds. An administrative fee shall be charged to each Participant who maintains a balance in the Brokerage Account. The amount of any such the fee shall be determined by the Benefits Management Committee.

(1) **Restrictions of Trading in the Brokerage Account.** Certain restrictions apply to investment vehicles that may be available through the Brokerage Account. Specifically, the following investments are not available through the Brokerage Account: funds currently available in the Core Funds; tax-free funds; securities of publicly traded limited partnerships; options contracts; purchase on short sales, futures, precious metals, and currencies; real estate (other than funds); annuities; life insurance policies; collectibles; commodities; foreign stocks (not American Depositary Receipt); and margin trading and trade-away trades that are placed by another broker and settle with the Broker.

23. Section 16(e)(9) is added to the Plan as follows:

(9) **“Freezing” of the Howmet Aerospace Stock Fund.** The Howmet Aerospace Stock Fund will be “frozen” to new investments effective December 27, 2024. No new investments, transfers to, or purchases may be made in the Howmet Aerospace Stock Fund on and after December 27, 2024. However, the Howmet Aerospace Stock Fund will be permitted as an investment option under the Plan until its final liquidation date as determined in the sole discretion of the Benefits Management Committee or its successor (or an independent fiduciary retained by the Benefits Management Committee or its successor). Transfers from the Howmet Aerospace Stock Fund may be made pursuant to Section 9. Notwithstanding the foregoing, all dividends under the Howmet Aerospace Stock Fund shall continue to be reinvested in the Howmet Aerospace Stock Fund under Section 16(e)(3) until its liquidation. Nothing herein shall be interpreted to prevent a Participant from acquiring Howmet Aerospace Stock Fund under the Brokerage Account.

24. Section 16(f)(2) of the Plan is amended as follows:

(2) **Accounting for Participant's Accounts.** Participants' investments in the Core Funds are accounted for on a unit basis or on the basis of the Participant's interest in each investment. With respect to Core Funds accounted for on a unit basis, the Trustee allocates to the accounts of each Participant such units in each of the Core Funds as may be acquired with funds (if any) in such Participant's accounts to be invested therein. Such allocations will be made in a uniform manner as determined by the Benefits Management Committee. Transfers and withdrawals are valued based on the Current Market Value on the Effective Date of the transfer or withdrawal.

25. Section 16(h) and 16(h)(1) of the Plan are amended as follows:

(h) **Brokerage Account.** Participants have the right to invest and personally manage investments outside of the Core Funds by investing through the Brokerage Account offered by a broker selected by the Plan (“Broker”). Investment options through the Brokerage Account are mutual funds (other than those already available as Core Funds), any taxable equity or fixed income security publicly traded in a U.S. security market (including American Depositary Receipts), and money market funds. Pre-Tax Savings, Roth 401(k) Savings, After-Tax Savings, Rollover Contributions, Participating Employer Contributions, Negotiated Deferral Contributions, Discretionary Contributions, Restricted Discretionary Contributions, and Employer Retirement Income Contributions that are subject to transfer as provided in Section 9, may not be directly invested in the Brokerage Account, nor may withdrawals, distributions or loans be made directly from the Brokerage Account, except that “in-kind” distributions of marketable securities in the Participant’s Brokerage Account are permitted from the Brokerage Account if a distribution is otherwise available to the Participant under the Plan. Such transactions (other than “in-kind” distributions described in the previous sentence) must be processed through the Core Funds. An administrative fee shall be charged to each Participant who maintains a balance in the Brokerage Account. The amount of any such the fee shall be determined by the Benefits Management Committee.

(1) **Restrictions of Trading in the Brokerage Account.** Certain restrictions apply to investment vehicles that may be available through the Brokerage Account. Specifically, the following investments are not available through the Brokerage Account: funds currently available in the Core Funds; tax-free funds; securities of publicly traded limited partnerships; options contracts; purchase on short sales, futures, precious metals, and currencies; real estate (other than funds); annuities; life insurance policies; collectibles; commodities; foreign stocks (not American Depositary Receipt); and margin trading and trade-away trades that are placed by another broker and settle with the Broker.

26. Effective December 5, 2024, Sections 19(b), 19(f), and 19(l) are amended as follows:

(b) **The Benefits Management Committee.** Except as provided in Section 16 and in paragraph (a) of this Section, the complete authority to control and manage the operation and administration of the Plan is placed in the Benefits Management Committee, which consists of one or more persons appointed from time to time by the Board.

* * *

(f) **Extent of Benefits Management Committee's Responsibility.** The members of the Benefits Management Committee will act in a prudent manner in the performance of their duties. No member will be personally liable by virtue of any contract, agreement, bond or other instrument made or executed by or on behalf of such member as a member of the Benefits Management Committee. To the extent permitted by ERISA, no member of the Benefits Management Committee will be liable for any mistake of judgment made by himself or herself or any other member, nor for any loss, unless resulting from his or her own gross negligence or willful misconduct, and no member will be liable for the neglect, omissions or wrongdoing of any other member thereof, or of the agents or counsel of the Benefits Management Committee, as the case may be. To the extent permitted by law, Howmet Aerospace will indemnify and save harmless each member of the Benefits Management Committee against all expenses and liabilities arising out of his or her services as such, except for expenses and liabilities arising from such member's own gross negligence or willful misconduct as determined by the Board.

* * *

(l) **No Added Remuneration for Employees.** No member of the Benefits Management Committee and no other person who renders services to or for the Plan may receive remuneration for services as such if he or she also is an employee of Howmet Aerospace, a Subsidiary or Affiliate.

27. Effective December 5, 2024, the first paragraph of Section 21 is amended as follows:

Except as otherwise provided in the Plan, all costs and expenses incurred in administering the Plan, including the expenses of the Benefits Management Committee, the fees and expenses of the Trustee, the fees and charges payable under the investment arrangements, and other legal and administrative expenses, are paid by the Plan.

28. Effective as of April 1, 2023, the following is deleted from Schedule B-1 of the Plan:

Company Code	Company Description	*EE Types	LOC	Location Description	Union Code	Union Description	Match	ERIC
T13	Howmet Corporation	S	WCH	Winsted, Connecticut (Howmet)	N/A	N/A	N/A	Yes

29. The following is added to the provision in Schedule B-3 regarding bargaining unit members of the International Association of Machinists and Aerospace Workers (Union Code 415):

Effective January 1, 2025, a Restricted Discretionary Contribution shall be made in the amount of 1% of Eligible Compensation to the accounts of all bargained hourly Participants in the International Association of Machinists and Aerospace Workers bargaining unit (Union Code 415) at the Cleveland, Ohio, location (Location Code CLE) of Howmet Aerospace Inc. (Company Code 010) who were hired or rehired on or after January 1, 2010. No contribution shall be made to the account of any such individual who is not an active employee, on Layoff status with recall rights, or on short-term disability leave at the time the contribution is made, at the time the contribution is made. The Restricted Discretionary Contribution under this paragraph shall be paid to the Trustee as set forth in the applicable Bargaining Agreement.

30. The following is added to the provision in Schedule B-3 regarding bargaining unit members of the International Association of Machinists and Aerospace Workers (Union Code 302):

Effective January 1, 2025, a Restricted Discretionary Contribution shall be made in the amount of 1% of Eligible Compensation to the accounts of all bargained hourly Participants in the International Association of Machinists and Aerospace Workers bargaining unit (Union Code 302) at the Cleveland, Ohio, location (Location Code CLE) of Howmet Aerospace Inc. (Company Code 010) who were hired or rehired on or after April 1, 2009. No contribution shall be made to the account of any such individual who is not an active employee, on Layoff status with recall rights, or on short-term disability leave at the time the contribution is made. The Restricted Discretionary Contribution under this paragraph shall be paid to the Trustee as set forth in the applicable Bargaining Agreement

In all other respects, the Plan is unchanged.

**THIRD AMENDMENT TO THE
HOWMET AEROSPACE SALARIED RETIREMENT SAVINGS PLAN
(Restated effective January 1, 2021)**

Pursuant to Section 20(a) of the HOWMET AEROSPACE SALARIED RETIREMENT SAVINGS PLAN ("Plan"), which provides that the Plan may be amended by action of the Board or Benefits Management Committee, the Plan is amended as described below. Unless specifically stated otherwise, any reference in this Amendment to "Section" is intended to refer to the applicable Section of the Plan. This amendment is effective as of January 1, 2025, except as otherwise indicated.

1. The following definitions are added to the "DEFINITIONS" section of the Plan:

AUTOMATIC RATE ESCALATION means the feature that is effective with Automatic Enrollment or that may be elected by a Participant, in which the rate of Payroll Deduction for Savings is increased until a target Payroll Deduction rate is reached. The Automatic Rate Escalation will occur effective April 1 of each year for Participants who are subject to Automatic Enrollment. Participants who were not Automatically Enrolled, or are no longer subject to Automatic Enrollment, may select an annual date on which Automatic Rate Escalation will occur. The Participant's election may be made in any manner designated by the Plan Administrator and is effective as soon as administratively feasible after it is Properly Received.

CAPITAL PRESERVATION FUND means a stable value fund whose investments are designed to preserve principal savings while providing a steady rate of return. The Capital Preservation Fund is a Core Fund.

CATCH-UP CONTRIBUTIONS means contributions permitted under Section 414(v) of the Code, as described in Section 2(j) of the Plan.

2. The definitions of "AUTOMATIC PRE-TAX RATE ESCALATION", "FIXED INCOME FUND", and "PRE-TAX CATCH-UP CONTRIBUTIONS" in the "DEFINITIONS" Section of the Plan are deleted. Each other instance of "Automatic Pre-Tax Rate Escalation", "Fixed Income Fund" and "Pre-Tax Catch-Up Contributions" in the Plan is replaced by "Automatic Rate Escalation", "Capital Preservation Fund", and "Catch-Up Contributions", respectively.

3. Effective December 5, 2024, each instance of "Benefits Investments Committee" in the Plan, other than in Section 16(f)(7), is replaced by "Benefits Management Committee".

4. The definition of "CURRENT MARKET VALUE" in the "DEFINITIONS" Section of the Plan is amended as follows:

CURRENT MARKET VALUE means with respect to any investment allocated to the accounts of any Participant in the Core Funds, the value of the securities and cash of the investment in the applicable Fund as of a specified date, less any fees provided for in Section 21, valued in accordance with a procedure adopted by the investment manager for the Investment Fund and acceptable to the Benefits Management Committee.

5. The following is added to the third to last paragraph in the definition of “ELIGIBLE EMPLOYEE” in the “DEFINITIONS” section of the Plan:

Effective for Plan Years beginning after December 31, 2024, the three consecutive twelve-month periods described in the first sentence of this paragraph shall be reduced to two consecutive twelve-month periods, and no twelve-month period beginning before January 1, 2023 shall be taken into account for this purpose.

6. The definition of “HOWMET AEROSPACE STOCK FUND” in the “DEFINITIONS” section of the Plan is amended as follows:

HOWMET AEROSPACE STOCK FUND means the ESOP as described in Section 16(f), which initially became effective January 1, 2002, and which was previously known as the Alcoa Stock Fund prior to the corporate separation of Alcoa Inc. and the renaming of Alcoa Inc. as Arconic Inc. effective November 1, 2016; and Arconic Stock Fund prior to the corporate separation of Arconic Inc. and the renaming of Arconic Inc. as Howmet Aerospace Inc., effective April 1, 2020. Notwithstanding any other provision of the Plan, effective as of December 27, 2024, the Howmet Aerospace Stock Fund will be “frozen” to any new investments as set forth in Section 16(f)(8).

7. Subsection (g)(ii) of the definition of “FINANCIAL HARDSHIP” in the “DEFINITIONS” section of the Plan is amended as follows:

(ii) The Participant has obtained all distributions, other than hardship withdrawals, currently available under all plans maintained by the Participating Employer;

8. Sections 2(c) and 2(j) are amended as follows:

(c) Payroll Deductions for Pre-Tax Savings made pursuant to Automatic Enrollment are subject to Automatic Rate Escalation whereby, providing the Participant has participated in the Plan at least ninety days, the Participant’s Pre-Tax Savings rate will be increased by one percent on each April 1 after his or her Participation Date until the Pre-Tax Savings rate attains a target rate of six percent of Eligible Compensation. A Participant may change the percentage rate in whole percentages up to the maximum permitted by the Plan or opt out of Automatic Rate Escalation at any time in a manner designated by the Plan Administrator that is Properly Received.

Any Participant may elect to begin or end Automatic Rate Escalation at any time in a manner designated by the Plan that is Properly Received. An election to begin Automatic Rate Escalation shall designate a beginning Pre-Tax Savings and/or Roth 401(k) Savings rate, a target rate up to the maximum permitted by the Plan, an annual rate (in whole percentages) by which the Pre-Tax Savings and/or Roth 401(k) Savings rate increases until the target rate is attained, and the date on which Automatic Rate Escalation shall occur annually.

* * *

(j) An Eligible Employee who meets the requirements listed below may make an election for a Plan Year to defer extra Catch-Up Contributions in an amount that equals an annual maximum amount of seven thousand, five hundred dollars (\$7,500) (which is increased to \$11,250 for Eligible Employees described in the parenthetical of Section 414(v)(2)(B)(i)), or such other amount adjusted for cost-of-living increases as may be provided by the Secretary of the Treasury pursuant to Section 414(v)(2)(C) of the Code. Eligible Employees who meet the requirements are individuals who have attained 50 or will attain age 50 during the applicable taxable year (or for purposes of Section 414(v)(2)(B)(i) have attained or will attain age 60, but have not yet attained and will not attain age 64, in the applicable taxable year), and have submitted an election to make Catch-Up Contributions for applicable Plan Year.

9. Sections 8(b), 8(c), and 8(d) are amended as follows:

(b) **Participating Employer Contributions, Discretionary Contributions and Restricted Discretionary Contributions.** All Participating Employer Contributions will be invested in the same Core Funds elected by the Participant for his or her current Savings (or if none, then in the QDIA). Discretionary Contributions, and Restricted Discretionary Contributions may be invested in the Howmet Aerospace Stock Fund before December 27, 2024, if directed by the Participating Employer, subject to Section 9, or otherwise invested in the same Core Funds elected by the Participant for his or her current Savings (or if none, then in the QDIA).

(c) **Brokerage Account.** A portion of Pre-Tax Savings, Roth 401(k) Savings, After Tax Savings, and Participating Employer Contributions, Discretionary Contributions, Restricted Discretionary Contributions, or Employer Retirement Income Contributions subject to transfer as provided in Section 9, or any other amounts invested in the Core Funds may be transferred in amounts of one dollar (\$1.00) or more and reallocated to a Brokerage Account, a self-directed brokerage account that allows a Participant to select and personally manage investment options not otherwise available under the Plan, in accordance with the provisions of Section 16. Any amounts to be withdrawn, loaned or distributed from a Brokerage Account must be first transferred back to the Core Funds, as described in Section 16(j), except that “in-kind” distributions of marketable securities in the Participant’s Brokerage Account are permitted from the Brokerage Account if a distribution is otherwise available to the Participant under the Plan.

(d) **Automatic Rebalancing of Investments**. A Participant may elect to have his or her account balance automatically rebalanced, or readjusted, on a one-time, quarterly, semi-annual, or annual basis, to equal the percentage(s) directed by the Participant for investing such account balance in any Core Fund(s). The Participant may cancel Automatic Rebalancing at any time in a manner designated by the Plan Administrator that is Properly Received.

10. Section 9(a)(1) is amended as follows:

(1) transfers from any one or more Core Funds to the Brokerage Account must be made in amounts of one dollar (\$1.00) or more, but the Participant must keep a minimum balance of \$500 or more invested in the Core Funds;

11. Sections 12(a)(ii) and 12(a)(v) are amended as follows:

(ii) If the Current Market Value of all of the Participant's vested account balances in all defined contribution plans of Howmet Aerospace, the Subsidiaries and Affiliates exceeds seven thousand dollars (\$7,000), the distribution is made upon the consent of the Participant, or surviving spouse if applicable, and if no consent is given and no claim for benefits has been made, such distribution is made in total upon his or her attainment of age 69. Prior to the distribution of the total Current Market Value of the Participant's total account balance, the Participant, or the Beneficiary in the case of a Participant who dies with an account balance in the Plan, may request partial distributions no more frequently than monthly during each Plan Year in which the account balance is maintained in the Plan. Notwithstanding the foregoing, in the event that a claim for benefits is made, a distribution is made no later than the 60th day after the latest of the last day of the Plan Year in which occurs: (1) the date on which the Participant attains the earlier of age 65, (2) occurs the tenth anniversary of the year in which the Participant commenced participation in the Plan, or (3) the Participant terminates his or her service with the Participating Employer.

* * *

(v) Notwithstanding the other provisions of this Section 12(a), effective on and after January 1, 2025, "in-kind" distributions from a Participant's Brokerage Account are permitted as set forth in Section 8(c).

12. Sections 16(f)(2) and 16(f)(8) are amended as follows:

(2) **Accounting for Participant's Accounts.** Participants' investments in the Core Funds are accounted for on a unit basis or on the basis of the Participant's interest in each investment. With respect to Core Funds accounted for on a unit basis, the Trustee allocates to the accounts of each Participant such units in each of the Core Funds as may be acquired with funds (if any) in such Participant's accounts to be invested therein. Such allocations will be made in a uniform manner as determined by the Benefits Management Committee. Transfers and withdrawals are valued based on the Current Market Value on the Effective Date of the transfer or withdrawal.

* * *

(8) **"Freezing" of the Howmet Aerospace Stock Fund.** The Howmet Aerospace Stock Fund will be "frozen" to new investments effective December 27, 2024. No new investments, transfers to, or purchases may be made in the Howmet Aerospace Stock Fund on and after December 27, 2024. However, the Howmet Aerospace Stock Fund will be permitted as an investment option under the Plan until its final liquidation date as determined in the sole discretion of the Benefits Management Committee or its successor (or an independent fiduciary retained by the Benefits Management Committee or its successor). Transfers from the Howmet Aerospace Stock Fund may be made pursuant to Section 9. Notwithstanding the foregoing, all dividends under the Howmet Aerospace Stock Fund shall continue to be reinvested in the Howmet Aerospace Stock Fund under Section 16(f)(2) until its liquidation. Nothing herein shall be interpreted to prevent a Participant from acquiring Howmet Aerospace Stock Fund under the Brokerage Account.

13. Section 16(j) and Section 16(j)(1) are amended as follows:

(j) **Brokerage Account.** Participants have the right to invest and personally manage investments outside of the Core Funds by investing through the Brokerage Account offered by a broker selected by the Plan ("Broker"). Investment options through the Brokerage Account are mutual funds (other than those already available as Core Funds), any taxable equity or fixed income security publicly traded in a U.S. security market (including American Depositary Receipts), and money market funds. Pre-Tax Savings, Roth 401(k) Savings, After-Tax Savings, Rollover Contributions, Participating Employer Contributions, Discretionary Contributions, Restricted Discretionary Contributions, and Employer Retirement Income Contributions that are subject to transfer as provided in Section 9, may not be directly invested in the Brokerage Account, nor may withdrawals, distributions or loans be made directly from the Brokerage Account, except that "in-kind" distributions of marketable securities in the Participant's Brokerage Account are permitted from the Brokerage Account if a distribution is otherwise available to the Participant under the Plan. Such transactions (other than "in-kind" distributions described in the previous sentence) must be processed through the Core Funds. An administrative fee shall be charged to each Participant who maintains a balance in the Brokerage Account. The amount of any such the fee shall be determined by the Benefits Management Committee.

(1) **Restrictions of Trading in the Brokerage Account.** Certain restrictions apply to investment vehicles that may be available through the Brokerage Account. Specifically, the following investments are not available through the Brokerage Account: funds currently available in the Core Funds; tax-free funds; securities of publicly traded limited partnerships; options contracts; purchase on short sales, futures, precious metals, and currencies; real estate (other than funds); annuities; life insurance policies; collectibles; commodities; foreign stocks (not American Depository Receipt); and margin trading and trade-away trades that are placed by another broker and settle with the Broker.

14. Section 17(h) is added as follows:

(h) If a Participant with a loan takes a leave of absence (other than for service in the “uniformed services” as defined in Section 4303(16) of the Code (“Uniformed Services”)), the Participant may make loan payments by check or money order. Alternatively, if the Participant is on a leave of absence (other than for service in the Uniformed Services) without pay or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required for the loan, the Participant may suspend repayment for up to one year or the term of the leave of absence, whichever is less. The term of the loan may be extended by the length of time that payments are suspended, provided that the extended term of a loan, other than a home loan, does not exceed five years, and the extended term of a home loan does not exceed fifteen years.

15. Effective December 5, 2024, Sections 19(b), 19(f), and 19(l) are amended as follows:

(b) **The Benefits Management Committee.** Except as provided in Section 16 and in paragraph (a) of this Section, the complete authority to control and manage the operation and administration of the Plan is placed in the Benefits Management Committee, which consists of one or more persons appointed from time to time by the Board.

* * *

(f) **Extent of Benefits Management Committee’s Responsibility.** The members of the Benefits Management Committee will act in a prudent manner in the performance of their duties. No member will be personally liable by virtue of any contract, agreement, bond or other instrument made or executed by or on behalf of such member as a member of the Benefits Management Committee. To the extent permitted by ERISA, no member of the Benefits Management Committee will be liable for any mistake of judgment made by himself or herself or any other member, nor for any loss, unless resulting from his or her own gross negligence or willful misconduct, and no member will be liable for the neglect, omissions or wrongdoing of any other member thereof, or of the agents or counsel of the Benefits Management Committee, as the case may be. To the extent permitted by law, Howmet Aerospace will indemnify and save harmless each member of the Benefits Management Committee against all expenses and liabilities arising out of his or her services as such, except for expenses and liabilities arising from such member’s own gross negligence or willful misconduct as determined by the Board.

* * *

(l) **No Added Remuneration for Employees**. No member of the Benefits Management Committee and no other person who renders services to or for the Plan may receive remuneration for services as such if he or she also is an employee of Howmet Aerospace, a Subsidiary or Affiliate.

16. Effective December 5, 2024, the first paragraph of Section 21 is amended as follows:

Except as otherwise provided in the Plan, all costs and expenses incurred in administering the Plan, including the expenses of the Benefits Management Committee, the fees and expenses of the Trustee, the fees and charges payable under the investment arrangements, and other legal and administrative expenses, are paid by the Plan.

17. Effective as of April 1, 2023, the following is added to Schedule B-1 of the Plan:

Company Code	Company Description	*EE Types	LOC	Location Description	ERIC
T13	Howmet Corporation	S	WCH	Winsted, Connecticut (Howmet)	Yes

In all other respects, the Plan is unchanged.

**SECOND AMENDMENT TO THE
HOWMET AEROSPACE DEFERRED COMPENSATION PLAN
(Restated effective February 1, 2020)**

Pursuant to Section 9.1 of the HOWMET AEROSPACE DEFERRED COMPENSATION PLAN (“Plan”), which provides that the Plan may be amended by action of the Board or Benefits Management Committee, the Plan is amended as described below. Unless specifically stated otherwise, any reference in this Amendment to “Section” is intended to refer to the applicable Section of the Plan. This amendment is effective as of January 1, 2025, except as otherwise indicated below.

1. The definition of “Additional Salary Reduction Credits” in Section 1.1 is amended as follows:

“Additional Salary Reduction Credits” means any amounts deemed to be credited to a Participant's account equivalent to the dollar amount by which a Participant elected to reduce his or her salary up to a whole percentage of not more than 25%. In no circumstance shall any portion of an Employee’s sales incentive payments be included for the preceding purposes.

2. The definition of “Salary Reduction Credits” in Section 1.1 is amended as follows:

“Salary Reduction Credits” means any amounts deemed to be credited to a Participant's account equivalent to the dollar amount by which a Participant elected to reduce his or her Salary by a whole percentage of not more than 6%. In no circumstance shall any portion of an Employee’s sales incentive payments be included for the preceding purposes.

3. The definition of “Equivalent Fixed Income Fund” in Section 1.1 is deleted.

4. The following definition is added to Section 1.1:

“Equivalent Capital Preservation Fund” means the phantom investment vehicle which is deemed to be equivalent in all respects, including value, to the Capital Preservation Fund established under the Savings Plan.

5. Subsection (a) of the definition of “Eligible Credits” in Section 1.1 is amended as follows:

- (a) the interest deemed to be credited to the accounts of Participants in the Equivalent Capital Preservation Fund,

6. The following is added to Section 6.1:

On and after January 1, 2025, subsection (c) no longer applies and any Participant whose employment has terminated may continue to elect to transfer the Participant's Salary Reduction Credits, Additional Salary Reduction Credits, Matching Company Credits, Incentive Compensation Deferral Credits, Excess D Deferral Credits and Earnings Credits as permitted under Section 6.1(a).

In all other respects, the Plan is unchanged.

HOWMET AEROSPACE INC.
HOWMET AEROSPACE STOCK INCENTIVE PLAN
SPECIAL RETENTION AWARD AGREEMENT
Grant Date: _____

The terms and conditions of this Special Retention Award Agreement, including Appendices A and B attached hereto, (the "Award Agreement") are authorized by the Compensation and Benefits Committee of the Board of Directors. The special retention award ("Special Retention Award") is granted to the Participant under the Howmet Aerospace Stock Incentive Plan, as amended and restated and as may be further amended from time to time (the "Plan").

Terms that are defined in the Plan have the same meanings in the Award Agreement.

NOTE: To avoid cancellation of the Special Retention Award, the Participant must affirmatively accept the Award and the terms of this Award Agreement within 6 months of the grant date, as set forth in paragraph 30 of the Award Agreement.

General Terms and Conditions

1. The Special Retention Awards are subject to the provisions of the Plan and the provisions of the Award Agreement. If the Plan and the Award Agreement are inconsistent, the provisions of the Plan will govern. Interpretations of the Plan and the Award Agreement by the Committee are binding on the Participant and the Company. A Special Retention Award is an undertaking by the Company to issue the number of Shares indicated in the notice of the Special Retention Award on the date the Special Retention Award vests, subject to the fulfillment of certain conditions, except to the extent otherwise provided in the Plan or herein.

Vesting and Payment

2. The Special Retention Award vests on _____, and will be paid to the Participant in Shares on the vesting date or within 90 days thereafter.

3. As a condition to a Special Retention Award vesting, a Participant must remain an active employee of the Company or a Subsidiary through the date of vesting. Except as provided in paragraph 5, if a Participant's employment with the Company (including its Subsidiaries) is terminated prior to the vesting date of the Special Retention Award, the Special Retention Award is forfeited and is automatically canceled.

4. Special Retention Awards will be paid by the issuance to the Participant of Shares covered by the Special Retention Award. Prior to issuance of the Shares, the Participant has no voting rights. Dividend equivalents will accrue on Special Retention Awards, unless the Committee determines that no dividend equivalents may be accrued or paid. Dividend equivalents that accrue on Special Retention Awards will be equal to the common stock dividend per Share payable on the Company's common stock multiplied by the number of Shares covered by the Special Retention Award. Notwithstanding any provision herein to the contrary, no dividends or dividend equivalents will be paid on Special Retention Awards that have not vested.

5. The following are exceptions to the vesting rules:

- Involuntary Termination without Cause: An unvested Special Retention Award held by a Participant who is involuntarily terminated without Cause (as defined below) from employment with the Company or a Subsidiary during the vesting period is not forfeited in whole but only in part upon termination of employment. The portion of the Special Retention Award that is not forfeited vests on the original stated vesting date set forth in paragraph 2 and is calculated based on a proportionate share of the time during the vesting period that the Participant remained actively employed with the Company or a Subsidiary, with the remaining portion being automatically forfeited. The proportionate share is computed based on the actual number of days actively employed after the date of grant over the actual number of days in the total vesting period.

For this purpose, if the Participant participates in the Howmet Aerospace Inc. Change in Control Severance Plan, “Cause” shall have the meaning set forth in such plan. If the Participant does not participate in the Howmet Aerospace Inc. Change in Control Severance Plan, “Cause” means (i) the willful and continued failure by the Participant to substantially perform the Participant’s duties with the Employer that has not been cured within 30 days after a written demand for substantial performance is delivered to the Participant by the Board or the Participant’s direct supervisor, which demand specifically identifies the manner in which the Participant has not substantially performed the Participant’s duties, (ii) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Company or a Subsidiary, monetarily or otherwise; (iii) the Participant’s fraud or acts of dishonesty relating to the Company or any of its Subsidiaries, or (iv) the Participant’s conviction of any misdemeanor relating to the affairs of the Company or any of its Subsidiaries or indictment for any felony. For purposes of clauses (i) and (ii) of this definition, no act, or failure to act, on the Participant’s part shall be deemed “willful” unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant’s act, or failure to act, was in the best interest of the Company.

- Death or Disability: An unvested Special Retention Award held by a Participant, who dies while an employee or who is permanently and totally disabled while an employee, is not forfeited but vests on the original stated vesting date set forth in paragraph 2.

A Participant is deemed to be permanently and totally disabled if the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. A Participant shall not be considered to be permanently and totally disabled unless the Participant furnishes proof of the existence thereof in such form and manner, and at such times, as the Company may require. In the event of a dispute, the determination whether a Participant is permanently and totally disabled will be made by the Committee or its delegate.

- Change in Control: A Special Retention Award vests if a Replacement Award is not provided following certain Change in Control events, as described in the Plan. If the Change in Control qualifies as a “change in control event” within the meaning of Treas. Reg. § 1.409A-3(i)(5), the vested Special Retention Award will be paid to the Participant within 30 days following the Change in Control. If the Change in Control does not so qualify, the vested Special Retention Award will be paid to the Participant on the original stated vesting date set forth in paragraph 2.
- Termination Following Change in Control: As further described in the Plan, if a Replacement Award is provided following a Change in Control, but within 24 months of such Change in Control the Participant’s employment is terminated without Cause (as defined in the Howmet Aerospace Inc. Change in Control Severance Plan) or by the Participant for Good Reason (as defined in the Howmet Aerospace Inc. Change in Control Severance Plan), the Replacement Award will vest and will be paid to the Participant on the original stated vesting date set forth in paragraph 2.

Taxes

6. All taxes required to be withheld under applicable tax laws in connection with a Special Retention Award must be paid by the Participant at the appropriate time under applicable tax laws. The Company may satisfy applicable tax withholding obligations by any of the means set forth in Section 15(l) of the Plan, but will generally withhold from the Shares to be issued upon payment of the Special Retention Award that number of Shares with a fair market value on the vesting date equal to the taxes required to be withheld at the minimum required rates or, to the extent permitted under applicable accounting principles, at up to the maximum individual tax rate for the applicable tax jurisdiction, which include, for Participants subject to taxation in the United States, applicable income taxes, federal and state unemployment compensation taxes and FICA/FUTA taxes. Notwithstanding the foregoing, if the Participant is subject to the short-swing profit rules of Section 16(b) of the Securities Exchange Act of 1934, as amended, the Company will withhold Shares from the Shares to be issued upon payment of the Special Retention Award, as described herein, and will not use the other means set forth in the Plan unless approved by the Committee or in the event that withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences. Further, notwithstanding anything herein to the contrary, the Company may cause a portion of the Special Retention Award to vest prior to the stated vesting date set forth in paragraph 2 in order to satisfy any Tax-Related Items that arise prior to the date of settlement of the Special Retention Award; provided that to the extent necessary to avoid a prohibited distribution under Section 409A of the Code, the portion of the Special Retention Award so accelerated and settled shall be with respect to a number of Shares with a value that does not exceed the liability for such Tax-Related Items.

Beneficiaries

7. If permitted by the Company, Participants will be entitled to designate one or more beneficiaries to receive all Special Retention Awards that have not yet vested at the time of death of the Participant. All beneficiary designations will be on beneficiary designation forms approved for the Plan. Copies of the form are available from the Communications Center on Merrill Lynch's OnLine® website www.benefits.ml.com.

8. Beneficiary designations on an approved form will be effective at the time received by the Communications Center on Merrill Lynch's OnLine® website www.benefits.ml.com. A Participant may revoke a beneficiary designation at any time by written notice to the Communications Center on Merrill Lynch's OnLine® website www.benefits.ml.com or by filing a new designation form. Any designation form previously filed by a Participant will be automatically revoked and superseded by a later-filed form.

9. A Participant will be entitled to designate any number of beneficiaries on the form, and the beneficiaries may be natural or corporate persons.

10. The failure of any Participant to obtain any recommended signature on the form will not prohibit the Company from treating such designation as valid and effective. No beneficiary will acquire any beneficial or other interest in any Special Retention Award prior to the death of the Participant who designated such beneficiary.

11. Unless the Participant indicates on the form that a named beneficiary is to receive Special Retention Awards only upon the prior death of another named beneficiary, all beneficiaries designated on the form will be entitled to share equally in the Special Retention Awards upon vesting. Unless otherwise indicated, all such beneficiaries will have an equal, undivided interest in all such Special Retention Awards.

12. Should a beneficiary die after the Participant but before the Special Retention Award is paid, such beneficiary's rights and interest in the Special Retention Award will be transferable by the beneficiary's last will and testament or by the laws of descent and distribution. A named beneficiary who predeceases the Participant will obtain no rights or interest in a Special Retention Award, nor will any person claiming on behalf of such individual. Unless otherwise specifically indicated by the Participant on the beneficiary designation form, beneficiaries designated by class (such as "children," "grandchildren," etc.) will be deemed to refer to the members of the class living at the time of the Participant's death, and all members of the class will be deemed to take "per capita."

13. If a Participant does not designate a beneficiary or if the Company does not permit a beneficiary designation, the Special Retention Award that has not yet vested or been paid at the time of death of the Participant will vest and be paid to the Participant's legal heirs pursuant to the Participant's last will and testament or by the laws of descent and distribution.

Adjustments

14. In the event of an Equity Restructuring, the Committee will equitably adjust the Special Retention Award as it deems appropriate to reflect the Equity Restructuring, which may include (i) adjusting the number and type of securities subject to the Special Retention Award; and (ii) adjusting the terms and conditions of the Special Retention Award. The adjustments provided under this paragraph 14 will be nondiscretionary and final and binding on all interested parties, including the affected Participant and the Company; provided that the Committee will determine whether an adjustment is equitable.

Repayment/Forfeiture

15. Pursuant to Section 15(e) of the Plan the Committee has full power and authority, to the extent permitted by governing law, to determine that the Special Retention Award will be canceled or suspended at any time prior to a Change in Control: (i) if the Participant violates any agreement in place with the Company or a Subsidiary, such as a non-competition agreement, settlement agreement or confidentiality agreement, the violation of which is injurious to the Company or any Subsidiary, monetarily, reputationally or otherwise; (ii) in the event of the Participant's fraudulent conduct or willful engagement in conduct, in each case which is injurious to the Company or any Subsidiary, monetarily or otherwise; (iii) in the event of a "clawback" of Awards as described in Section 15(f) of the Plan; (iv) in order to comply with applicable laws as described in Section 15(h) of the Plan, or (v) in the event of the Participant's violation of the Company's Code of Conduct or applicable law, in each case which is injurious to the Company or any Subsidiary, monetarily, reputationally or otherwise.

Further, as an additional condition of receiving the Special Retention Award, the Participant agrees that the Special Retention Award and any Shares, cash, sale proceeds or other benefits the Participant may receive hereunder shall be subject to forfeiture and/or repayment to the Company (i) to the extent required under the Company's Executive Officer Incentive Compensation Recovery Policy, if applicable to the Participant, or under any other recoupment or "clawback" policy adopted by the Company to comply with applicable laws or with the Company's Corporate Governance Guidelines or other similar requirements, as any such policy may be amended from time to time (and such requirements shall be deemed incorporated into the Award Agreement without the Participant's consent), or as otherwise may be required to comply with applicable laws, rules, regulations or stock exchange listing standards, including, without limitation, Section 304 of the Sarbanes-Oxley Act of 2002; or (ii) as determined appropriate by the Board pursuant to the Excess Compensation Clawback set forth in Section 15(f) of the Plan, which is incorporated herein by reference. Further, if the Participant otherwise receives any amount in excess of what the Participant should have received under the terms of the Special Retention Award for any reason (including without limitation by reason of a mistake in calculations or administrative error), all as determined by the Committee, then the Participant shall be required to promptly repay any such excess amount to the Company.

The Repayment/Forfeiture provisions of this paragraph 15 shall apply notwithstanding anything herein or in the Plan to the contrary, provided that in no event shall there be any duplication of recovery of amounts from the Participant under the Excess Compensation Clawback, the Executive Officer Incentive Compensation Recovery Policy, Section 304 of the Sarbanes-Oxley Act of 2002, Section 15(e) of the Plan, or any other recoupment policy, provision or requirement.

Miscellaneous Provisions

16. *Stock Exchange Requirements; Applicable Laws.* Notwithstanding anything to the contrary in the Award Agreement, no Shares issuable upon vesting of the Special Retention Awards, and no certificate representing all or any part of such Shares, shall be issued or delivered if, in the opinion of counsel to the Company, such issuance or delivery would cause the Company to be in violation of, or to incur liability under, any local, state, federal or foreign securities or exchange control law, or any rule, regulation or procedure of any U.S. national securities exchange upon which any securities of the Company are listed, or any listing agreement with any such securities exchange, or any other requirement of law or of any local, state, federal or foreign administrative or regulatory body having jurisdiction over the Company or a Subsidiary.

17. *Non-Transferability.* The Special Retention Award is non-transferable and may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company; provided, that, the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

18. *Shareholder Rights.* No person or entity shall be entitled to vote, receive dividends or be deemed for any purpose the holder of any Shares until the Special Retention Award shall have vested and been paid in the form of Shares in accordance with the provisions of the Award Agreement.

19. *Notices.* Any notice required or permitted under the Award Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by confirmed email, telegram, or fax or five days after being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corporate offices or to the Participant at the address maintained for the Participant in the Company's records or, in either case, as subsequently modified by written notice to the other party.

20. *Severability and Judicial Modification.* If any provision of the Award Agreement is held to be invalid or unenforceable under the applicable laws of any country, state, province, territory or other political subdivision or the Company elects not to enforce such restriction, the remaining provisions shall remain in full force and effect and the invalid or unenforceable provision shall be modified only to the extent necessary to render that provision valid and enforceable to the fullest extent permitted by law. If the invalid or unenforceable provision cannot be, or is not, modified, that provision shall be severed from the Award Agreement and all other provisions shall remain valid and enforceable.

21. *Successors.* The Award Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, on the one hand, and the Participant and his or her heirs, beneficiaries, legatees and personal representatives, on the other hand.

22. *Appendices.* Notwithstanding any provisions in the Award Agreement, for Participants residing and/or working outside the United States, the Special Retention Award shall be subject to the additional terms and conditions set forth in Appendix A to the Award Agreement and to any special terms and conditions for the Participant's country set forth in Appendix B to the Award Agreement. Moreover, if the Participant relocates outside the United States or relocates between the countries included in Appendix B, the additional terms and conditions set forth in Appendix A and the special terms and conditions for such country set forth in Appendix B will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of the Award Agreement.

23. *Imposition of Other Requirements.* The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Special Retention Award 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 the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

24. *Compliance with Code Section 409A.* It is intended that the Special Retention Award granted pursuant to the Award Agreement be compliant with Section 409A of the Code and the Award Agreement shall be interpreted, construed and operated to reflect this intent. Notwithstanding the foregoing, the Award Agreement and the Plan may be amended at any time, without the consent of any party, to the extent necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Further, the Company and its Subsidiaries do not make any representation to the Participant that the Special Retention Award granted pursuant to the Award Agreement satisfies the requirements of Section 409A of the Code, and the Company and its Subsidiaries will have no liability or other obligation to indemnify or hold harmless the Participant or any other party for any tax, additional tax, interest or penalties that the Participant or any other party may incur in the event that any provision of the Award Agreement or any amendment or modification thereof or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A of the Code.

25. *Waiver.* A waiver by the Company of breach of any provision of the Award Agreement shall not operate or be construed as a waiver of any other provision of the Award Agreement, or of any subsequent breach by the Participant or any other Participant.

26. *No Advice Regarding Award.* The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant understands and agrees to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

27. *Governing Law and Venue.* As stated in the Plan, the Special Retention Award and the provisions of the Award Agreement and all determinations made and actions taken thereunder, to the extent not otherwise governed by the laws of the United States, shall be governed by the laws of the State of Delaware, United States of America, without reference to principles of conflict of laws, and construed accordingly. The jurisdiction and venue for any disputes arising under, or any actions brought to enforce (or otherwise relating to), the Special Retention Award will be exclusively in the courts in the State of New York, County of New York, including the Federal Courts located therein (should Federal jurisdiction exist).

28. *Electronic Delivery and Acceptance.* The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The 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.

29. *Entire Agreement.* The Award Agreement and the Plan embody the entire understanding and agreement of the parties with respect to the subject matter hereof, and no promise, condition, representation or warranty, express or implied, not stated or incorporated by reference herein, shall bind either party hereto.

Acceptance of Award

30. As permitted by Section 15(c) of the Plan, receipt of this Special Retention Award is subject to the Participant's acceptance of the Award and the terms of this Award Agreement and the Plan through Merrill Lynch's OnLine® website www.benefits.ml.com and/or through such other procedures as may be required by the Company (Participant's "Acceptance"). **To avoid forfeiture of the Award, the Participant must provide such Acceptance within 6 months of the grant date of the Award.** The date as of which the Participant's Special Retention Award shall be forfeited, if the Participant has not provided such Acceptance, will generally be set forth in the Participant's account at Merrill Lynch's OnLine® website. If the Participant does not provide Acceptance within this 6 month period, the Award will be cancelled in accordance with any administrative procedures adopted under the Plan.

APPENDIX A TO THE HOWMET AEROSPACE INC.
Stock Incentive Plan
Special Retention Award Agreement
For Non-U.S. Participants

This Appendix A contains additional (or, if so indicated, different) terms and conditions that govern the Special Retention Awards if the Participant resides and/or works outside of the United States. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Plan and the Special Retention Award Agreement (the “Award Agreement”).

A. *Termination.* This provision supplements paragraph 3 of the Award Agreement.

The Company will determine when the Participant is no longer providing services for purposes of the Special Retention Awards (including whether the Participant may still be considered to be providing services while on a leave of absence).

B. *Responsibility for Taxes.* This provision replaces paragraph 6 of the Award Agreement (except if the Participant is subject to the short-swing profit rules of Section 16(b) of the Securities Exchange Act of 1934, as amended).

The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Subsidiary that employs the Participant (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 the Participant’s participation in the Plan and legally applicable to the Participant (“Tax-Related Items”) is and remains the Participant’s responsibility and may exceed the amount actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of these Special Retention Awards, including, but not limited to, the grant, vesting or settlement of Special Retention Awards, the subsequent sale of Shares acquired pursuant to the Special Retention Award and the receipt of any dividends or dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of the Special Retention Awards or any aspect of the Special Retention Awards to reduce or eliminate the Participant’s liability for Tax-Related Items or achieve any particular tax result. The Participant shall not make any claim against the Company, the Employer or any other Subsidiary, or their respective board, officers or employees related to Tax-Related Items arising from this Award. Furthermore, if the Participant has become subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, the Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) requiring a cash payment from the Participant; (ii) withholding from the Participant’s wages or other cash compensation paid to the Participant by the Company and/or the Employer, (iii) withholding from the proceeds of the sale of Shares acquired pursuant to the Special Retention Awards, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant’s behalf pursuant to this authorization without further consent); (iv) withholding from the Shares subject to Special Retention Awards; and/or (v) any other method of withholding determined by the Company and permitted by applicable law.

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

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

C. *Nature of Award.* By accepting the Special Retention Awards, the Participant acknowledges, understands and agrees that:

- a. the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan;
- b. the Plan is operated and this Special Retention Award is granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights the Participant may have under this Award Agreement may be raised only against the Company but not any Subsidiary (including, but not limited to, the Employer);
- c. this Special Retention Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future Special Retention Awards, or benefits in lieu of Special Retention Awards, even if Special Retention Awards have been granted in the past;
- d. all decisions with respect to future Special Retention Awards or other Awards, if any, will be at the sole discretion of the Company;
- e. this Special Retention Award and the Participant's participation in the Plan shall not create a right to, or be interpreted as forming or amending an employment or service contract with the Company and shall not interfere with the ability of the Employer to terminate the Participant's employment contract (if any) at any time;
- f. the Participant's participation in the Plan is voluntary;
- g. this Special Retention Award and the Shares acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
- h. this Special Retention Award and the Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- i. the future value of the Shares subject to the Special Retention Award is unknown, indeterminable and cannot be predicted with certainty;
- j. unless otherwise agreed with the Company, Special Retention Awards and the Shares acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any Subsidiary;

k. no claim or entitlement to compensation or damages shall arise from forfeiture of any portion of this Special Retention Award resulting from termination of the Participant's employment and/or service relationship (for any reason whatsoever and regardless of whether later found to be invalid or in breach of applicable laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any) and/or the application of any recoupment, recovery or clawback policy, including without limitation, in accordance with Section 15 of the Award Agreement;

l. unless otherwise provided in the Plan or by the Company in its discretion, this Special Retention Award and the benefits under the Plan evidenced by this Award Agreement do not create any entitlement to have this Special Retention Award 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

m. neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Special Retention Awards or of any amounts due to the Participant pursuant to the Special Retention Awards or the subsequent sale of any Shares acquired under the Plan.

D. *Data Privacy.* Howmet's Employee Data Protection/Privacy Notice applies to the processing and transfer of the Participant's personal data. The notice may be found here: Howmet Employee Data Protection/Privacy Notice. The Participant can also request a copy of the notice via email at privacy@howmet.com.

E. *Language.* The Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to understand the terms and conditions of the Award Agreement. Furthermore, if the Participant has received this Award Agreement, or any other document related to this Special Retention Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

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

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

**APPENDIX B TO THE HOWMET AEROSPACE INC.
Stock Incentive Plan
Special Retention Award Agreement
For Non-U.S. Participants**

Capitalized terms used but not defined in this Appendix B have the meanings set forth in the Plan and the Special Retention Award Agreement (the “Award Agreement”).

Terms and Conditions

This Appendix B includes additional terms and conditions that govern Special Retention Awards if the Participant resides and/or works in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the country in which the Participant is currently residing and/or working (or is considered as such for local law purposes), or if the Participant transfers to another country after the grant of Special Retention Awards, the Committee shall, in its discretion, determine to what extent the additional terms and conditions contained herein shall be applicable to the Participant.

Notifications

This Appendix B also includes information regarding securities, exchange controls, tax and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, tax 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 the Participant not rely on the information in this Appendix B 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 Participant sells Shares acquired under the Plan.

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

Finally, if the Participant is a citizen or resident of a country other than the country in which the Participant currently works and/or resides (or is considered as such for local law purposes), or if the Participant transfers to another country after the grant of the Special Retention Award, the information contained herein may not be applicable to the Participant in the same manner.

AUSTRALIA

Notifications

Securities Law Information. The grant of the Special Retention Award is being made under Division 1A, Part 7.12 of the *Corporations Act 2001 (Cth)*.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A\$10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on the Participant's behalf. If there is no Australian bank involved in the transfer, the Participant will be responsible for filing the report.

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 conditions in the Act).

AUSTRIA

Notifications

Exchange Control Information. If the Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares) outside of Austria, the Participant may be subject to reporting obligations to the Austrian National Bank if certain thresholds are exceeded. If the value of the Shares meets or exceeds a certain threshold, the Participant must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter.

If the Participant sells Shares, or receives any cash dividends or dividend equivalent payments, the Participant may have exchange control obligations if the Participant holds the cash proceeds outside Austria. If the transaction volume of all the Participant's accounts abroad meets or exceeds a certain threshold, the Participant must report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed forms.

BELGIUM

Notifications

Foreign Asset/Account Reporting Information. If the Participant is a Belgian resident, the Participant is required to report any securities (*e.g.*, Shares acquired under the Plan) or bank accounts opened and maintained outside of Belgium (*e.g.*, brokerage accounts opened in connection with the Plan) on his or her annual tax return. The first time the Participant reports the foreign security and/or bank account on the Participant's annual income tax return, the Participant will have to provide the National Bank of Belgium Central Contact Point with 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. The Participant should consult with his or her personal tax advisor to determine his or her personal reporting obligations.

Annual Securities Accounts Tax. If the value of securities held in a Belgian or foreign securities account exceeds €1,000,000, an "annual securities accounts tax" applies. Belgian residents should consult with their personal tax advisor regarding the new tax.

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as Merrill Lynch. The stock exchange tax may apply when Shares are sold. The Participant should consult his or her personal tax advisor for additional details on the Participant's obligations with respect to the stock exchange tax.

BRAZIL

Terms and Conditions

Compliance with Law. By accepting the Special Retention Award, the Participant acknowledges that he or she agrees to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting of Special Retention Awards, the sale of the Shares acquired under the Plan and the receipt of any dividends.

Acknowledgement of Nature of the Grant. This provision supplements paragraph C “Nature of Award” of Appendix A:

By accepting the Special Retention Awards, the Participant agrees that (i) he or she is making an investment decision, (ii) the Shares will be issued to the Participant only if the vesting conditions are met and any necessary services are rendered by the Participant over the vesting period, and (iii) the value of the underlying Shares is not fixed and may increase or decrease over the vesting period without compensation to the Participant.

Notifications

Exchange Control Information. If the Participant is a resident of or domiciled in Brazil, he or she is generally required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of the assets and rights is equal to or greater than US\$100,000. If such amount exceeds US\$100,000,000, the declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights that must be reported include Shares acquired under the Plan.

Tax on Financial Transactions (IOF). Repatriation of funds (e.g., sale proceeds) into Brazil and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. It is the Participant’s responsibility to comply with any applicable Tax on Financial Transactions arising from the Participant’s participation in the Plan. The Participant should consult with his or her personal tax advisor for additional details.

CANADA

Terms and Conditions

Award Settled Only in Shares. Notwithstanding any discretion in the Plan, the Special Retention Award shall be settled in Shares only. The Participant is not entitled to receive a cash payment pursuant to the Award.

Termination of Service. The following provision replaces paragraph A “Termination” of Appendix A:

For purposes of the Special Retention Award, in the event of termination of the Participant’s employment relationship (regardless of the reason of termination, whether or not later found to be invalid or unlawful for any reason or in breach of applicable laws in the jurisdiction where the Participant is providing services or the terms of the Participant’s employment or service agreement, if any), except as otherwise expressly set forth in the Award Agreement, the Participant’s right to vest in the Special Retention Award under the Plan, if any, will terminate effective as of the date on which the Participant ceases to be employed or providing services to the Company, the Employer or any other Subsidiary (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. The Company shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of this Award Agreement (including whether the Participant may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Special Retention Award under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting. For further clarity, any reference to the time of termination of the Participant's employment or a termination date under the Award Agreement or the Plan will be interpreted to mean the Termination Date.

The Following Provisions Apply for Participants Resident in Quebec:

French Language Documents. A French translation of the Plan and the Award Agreement can be made available to the Participant as soon as reasonably practicable upon the Participant's request. The Participant understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. Notwithstanding anything to the contrary in the Award Agreement, and unless the Participant indicates otherwise, the French translation of the Plan and the Award Agreement will govern the Special Retention Award and the Participant's participation in the Plan.

Documents en Français. Une traduction française du Plan et du présent Contrat pourra être mise à la disposition de Participant dès que raisonnablement possible à la demande de l'Participant. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Nonobstant toute disposition contraire dans le Contrat d'Attribution, et à sauf indication contraire de la part du Participant, la traduction française du Plan et du Contrat d'Attribution régira l'Attribution Spéciale de Rétention et la participation du Participant et la participation du Participant au Plan.

Data Privacy. The following provision supplements paragraph D "Data Privacy" of Appendix A:

The 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. The Participant further authorizes the Company, the Employer and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Participant acknowledges and agrees that the Participant's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Participant further authorizes the Company and the Employer to record such information and to keep such information in the Participant's employee file. The Participant also acknowledges and authorizes the Company, the Employer and any Subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

Notifications

Securities Law Information. The Participant acknowledges that he or she is permitted to sell the Shares acquired under the Plan through the designated broker appointed by the Company, provided the sale of the Shares takes place outside of Canada through facilities of a stock exchange on which the Shares are listed (*i.e.*, the NYSE).

Foreign Asset/Account Reporting Information. Canadian residents are required to report to the tax authorities certain foreign property (including the Special Retention Awards) on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time in the year. The form must be filed by April 30 of the following year. Special Retention Awards must be reported—generally at a nil cost—if the C\$100,000 cost threshold is exceeded because of other foreign property the Participant holds. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at vesting, but if the Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. The Participant should consult with his or her personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

The following terms and conditions will apply to Participants who are subject to exchange control restrictions and regulations in the People's Republic of China ("the PRC"), including the requirements imposed by the State Administration of Foreign Exchange ("SAFE"), as determined by the Company in its sole discretion:

Award Conditioned on Satisfaction of Regulatory Obligations. Notwithstanding anything to the contrary in the Award Agreement, settlement of the Special Retention Award is conditioned on the Company's obtaining a registration of the Plan with SAFE and on the continued effectiveness of such registration (the "SAFE Registration Requirement"). If or to the extent the Company is unable to complete the registration or maintain the registration, no Shares subject to the Special Retention Award for which a registration cannot be completed or maintained shall be issued. In this case, the Company retains the discretion to settle any Special Retention Award for which the vesting conditions, but not the SAFE Registration Requirement, have been met in cash paid through local payroll in an amount equal to the market value of the Shares subject to the Special Retention Award less any Tax-Related Items.

Shares Must Remain With Company's Designated Broker. The Participant agrees to hold any Shares received upon settlement of the Special Retention Award with the Company's designated broker until the Shares are sold. The limitation shall apply to all Shares issued to the Participant under the Plan, whether or not the Participant remains employed with the Company or its Subsidiaries.

Forced Sale of Shares. The Company has the discretion to arrange for the sale of the Shares issued upon settlement of the Special Retention Award, either immediately upon settlement or at any time thereafter. In any event, if the Participant's employment is terminated, the Participant will be required to sell all Shares acquired upon settlement of the Special Retention Award within such time period as required by the Company in accordance with SAFE requirements. Any Shares remaining in the brokerage account at the end of this period shall be sold by the broker (on behalf of the Participant and the Participant hereby authorizes such sale). The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the designated broker is under any obligation to arrange for the sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. The Participant understands and agrees that the Participant will be required to immediately repatriate to China the proceeds from the sale of any Shares acquired under the Plan and any cash dividends paid on such Shares. The Participant further understands that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or a Subsidiary), and the Participant hereby consents and agrees that any sale proceeds and cash dividends may be transferred to such special account by the Company (or a Subsidiary) on the Participant's behalf prior to being delivered to the Participant and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to the Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Participant in U.S. dollars, the Participant understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to the Participant in local currency, the Participant acknowledges that the Company (or its Subsidiaries) are under no obligation to secure any particular exchange conversion rate and that the Company (or its Subsidiaries) may face delays in converting the proceeds to local currency due to exchange control restrictions. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant. The 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.

Administration. The Company (or its Subsidiaries) shall not be liable for any costs, fees, lost interest or dividends or other losses that the Participant may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Award Agreement, the Award in accordance with any applicable laws, rules, regulations and requirements.

Notifications

Exchange Control Information. Chinese residents may be required to report to SAFE all details of their foreign financial assets and liabilities (including Shares acquired under the Plan), as well as details of any economic transactions conducted with non-Chinese residents.

CZECH REPUBLIC

Notifications

Exchange Control Information. Upon request of the Czech National Bank (the "CNB"), the Participant may be required to report the following to the CNB: foreign direct investments, financial credits from abroad, investment in foreign securities and associated collection of payments (Shares and proceeds from the sale of Shares may be included in this reporting requirement). The Participant may need to report the following even in the absence of a request from the CNB: foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or other foreign financial assets with a value of CZK 200,000,000 or more.

Because exchange control regulations change frequently and without notice, the Participant should consult his or her personal legal advisor prior to the sale of Shares to ensure compliance with current regulations. It is the Participant's responsibility to comply with Czech exchange control laws, and neither the Company nor any Subsidiary will be liable for any resulting fines or penalties.

FRANCE

Terms and Conditions

Language Consent. By accepting the grant of Special Retention Awards and the Award Agreement, which provides for the terms and conditions of the Participant's Special Retention Awards, the Participant confirms having read and understood the documents relating to this Award (the Plan and the Award Agreement, including the Appendices) which were provided to the Participant in English. The Participant accepts the terms of those documents accordingly.

En acceptant l'Attribution d'Actions Attribuées et ce Contrat d'Attribution qui contient les termes et conditions des Actions Attribuées, le Participant confirme avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat d'Attribution, ainsi que les Annexes) qui ont été transmis au Participant en langue anglaise. Le Participant accepte ainsi les conditions et termes de ces documents.

Notifications

Tax Information. The Special Retention Awards are not intended to qualify for special tax or social security treatment under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended.

Foreign Asset/Account Reporting Information. French residents are required to report all foreign accounts (whether open, held, used and/or closed) to the French tax authorities when filing their annual tax returns. Further, French residents with foreign account balances exceeding prescribed amounts may have additional monthly reporting requirements. The Participant should consult his or her personal advisor to ensure compliance with applicable reporting obligations. Failure to complete this reporting triggers penalties for the resident.

GERMANY

Notifications

Exchange Control Information. Certain transactions related to the Special Retention Awards must be reported to the German Federal Bank (*Bundesbank*) if the value of the transaction exceeds €50,000 (the “Threshold”).

In particular, if the Participant acquires Shares pursuant to the Special Retention Awards with a value in excess of the Threshold, sells Shares via a foreign broker, bank or service provider and receives proceeds in excess of the Threshold) and/or if the Company withholds or sells Shares with a value in excess of the Threshold to recover taxes due by the Participant in connection with the Plan, the Participant must report the payment to Bundesbank, either electronically using the “General Statistics Reporting Portal” (*Allgemeine Meldeportal Statistik*) available via Bundesbank’s website at www.bundesbank.de or via such other method (e.g., by email or telephone) as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank. Please note that the Participant may not be required to report the acquisition of Shares in excess of the Threshold if the Employer bears the costs of the awards via a recharge arrangement. The Participant should consult his or her personal legal advisor to ensure compliance with applicable reporting requirements.

Foreign Asset/Account Reporting Information. If the Participant’s acquisition of Shares under the Plan leads to a so-called “qualified participation” at any point during the calendar year, the Participant will need to report the acquisition when he or she files a tax return for the relevant year. A qualified participation is attained only in the unlikely event that (i) the Participant owns at least 1% of the Company and the value of the Shares acquired exceeds €150,000, or (ii) the Participant holds Shares exceeding 10% of the Company’s total common stock.

HONG KONG

Terms and Conditions

Form of Settlement. Special Retention Awards granted to employees resident in Hong Kong shall be paid in Shares only. In no event shall any of such Special Retention Awards be paid in cash, notwithstanding any discretion contained in the Plan to the contrary.

Settlement of Special Retention Award and Sale of Shares. This provision supplements paragraph 4 of the Award Agreement:

Shares received under the Plan are accepted as a personal investment. In the event the Participant’s Special Retention Award vests and Shares are issued to the Participant within six months of the grant date, the Participant agrees that he or she will not offer to the public or otherwise dispose of any Shares acquired prior to the six-month anniversary of the grant date.

Notifications

Securities Law Information. *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. The Special Retention Award and Shares issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Subsidiary or affiliates. The Award Agreement, including this Appendix B, the Plan and other incidental communication materials (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, and (ii) are intended only for the personal use of each eligible employee of the Employer, the Company or any Subsidiary or affiliate and may not be distributed to any other person. If the Participant is in any doubt about any of the contents of the Award Agreement, including this Appendix B, the Plan or any other incidental communication materials, he or she should obtain independent professional advice.*

HUNGARY

There are no country-specific provisions.

INDIA

Terms and Conditions

Payment after Vesting. The following provision supplements paragraph 4 of the Award Agreement:

Due to regulatory requirements in India, the Company has the discretion to arrange for the sale of the Shares issued upon settlement of the Special Retention Awards, either immediately upon settlement or at any time thereafter. In this regard, the Participant agrees that the Company is authorized to instruct its designated broker to assist with any such mandatory sale of Shares (on Participant's behalf pursuant to this authorization), and the Participant expressly authorizes the designated broker to complete the sale of such Shares. The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the designated broker is under any obligation to arrange for the sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant.

Notifications

Exchange Control Information. The Participant understands that he or she must repatriate any proceeds from the sale of Shares acquired under the Plan or from the receipt of dividends paid on such Shares to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws, which may be amended from time to time. The Participant must obtain a foreign inward remittance certificate ("FIRC") from the bank where the Participant deposits the foreign currency and must 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. It is the Participant's responsibility to comply with these requirements. Neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with any applicable laws. The Participant may be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India. The Participant should consult his or her own legal advisor about the applicable requirements.

Foreign Asset/Account Reporting Information. The Participant is required to declare any foreign bank accounts and any foreign financial assets (including Shares held outside India) in the Participant's annual tax return. The Participant is responsible for complying with this reporting obligation and should confer with his or her personal tax advisor in this regard as significant penalties may apply in the case of non-compliance with foreign asset/account reporting requirements and because such requirements may change.

ITALY

Terms and Conditions

Plan Document Acknowledgment. In accepting the Special Retention Award, the Participant acknowledges that he or she has received a copy of the Plan and the Award Agreement and has reviewed the Plan and the Award Agreement, including this Appendix B, in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement, including this Appendix B.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Award Agreement: paragraph 27 ("Governing Law and Venue") of the Award Agreement; paragraph B ("Responsibility for Taxes"), paragraph C ("Nature of Award"), paragraph D ("Data Privacy"), and paragraph E ("Language") of Appendix A to the Award Agreement.

Notifications

Foreign Asset/Account Reporting Information. If the Participant is an Italian resident and, during any fiscal year, holds investments or financial assets outside of Italy (e.g., cash, Shares) which may generate income taxable in Italy (or if the Participant is the beneficial owner of such an investment or asset even if the Participant does not directly hold the investment or asset), the Participant is required to report such investments or assets on his or her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Participant is not required to file a tax return).

JAPAN

Notifications

Foreign Asset/Account Reporting Information. The Participant will be required to report details of any assets held outside of Japan as of December 31 (including any Shares acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by June 30 of the following year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Participant and whether the Participant will be required to report details of any outstanding Special Retention Awards, Shares or cash held by the Participant in the report.

KOREA

Notifications

Exchange Control Information. If the Participant sells Shares acquired under the Plan and/or receives cash dividends on the Shares, the Participant may have to file a report with a Korean foreign exchange bank, provided the proceeds are in excess of US\$5,000 (per transaction) and deposited into a non-Korean bank account. A report may not be required if proceeds are deposited into a non-Korean brokerage account. The Participant should consult with his or her personal legal advisor prior to depositing sales proceeds in a foreign brokerage or other account to ensure compliance with any regulations applicable to any aspect of the Participant's participation in the Plan.

Foreign Asset/Account Reporting Information. If the Participant is a Korean resident, the Participant must declare all of his or her foreign financial accounts (including any brokerage account) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency). The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies.

MEXICO

Terms and Conditions

Policy Statement. The Special Retention Award is a unilateral and discretionary award and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with offices at 201 Isabella Street, Suite 200, Pittsburgh, Pennsylvania 15212-5872, United States of America, is solely responsible for the administration of the Plan, and participation in the Plan and the Award of the Special Retention Award does not, in any way, establish an employment relationship between the Participant and the Company since the Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is one of the following companies: COMERCIALIZADORA ALUMAX EXTRUSIONS MEXICO S.A. DE C.V., Howmet Fastening Systems Mexico II S de RL de CV, Howmet Mexico Casting Center Services S de RL de CV, HOWMET SERVICES DE MEXICO, S. DE R.L. DE C.V. or Howmet Wheel Services Mexico S de RL de CV, a Mexican Subsidiary. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Participant and the Employer, and do not form part of the conditions of the Participant's employment or service and/or benefits provided by the Employer and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment Plan Document Acknowledgment. By accepting the Special Retention Awards, the Participant acknowledges that he or she has received copies 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, including the Appendices.

In addition, the Participant expressly approves that: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company nor any Subsidiary is responsible for any decrease in the value of the Shares acquired upon vesting of the Special Retention Awards.

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

Spanish Translation

Declaración de Política. El Otorgamiento de Unidades de Acciones Restringidas es un otorgamiento unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el Plan en cualquier tiempo, sin responsabilidad alguna.

La Compañía, con oficinas registradas ubicadas en 201 Isabella Street, Suite 200, Pittsburgh, Pennsylvania 15212-5872, United States of America, es únicamente responsable de la administración del Plan, y la participación en el Plan y el Otorgamiento de Unidades de Acciones Restringidas no establecen, de forma alguna, una relación de trabajo entre el Participante y la Compañía, ya que el Participante está participando en el Plan sobre una base comercial y el único patrón es COMERCIALIZADORA ALUMAX EXTRUSIONS MEXICO S.A. DE C.V., Howmet Fastening Systems Mexico II S de RL de CV, Howmet Mexico Casting Center Services S de RL de CV, HOWMET SERVICES DE MEXICO, S. DE R.L. DE C.V. o Howmet Wheel Services Mexico S de RL de CV, una Afiliada Mexicana. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que el Participante obtenga por la participación en el Plan no establecen derecho alguno entre el Participante y el Patrón, el Empleador, y no forman parte de las condiciones de los Servicios del Participante y/o las prestaciones otorgadas por el Empleador y cualquier modificación del Plan o su terminación no constituyen un cambio o impedimento de los términos y condiciones del Servicio del Participante.

Reconocimiento del Documento del Plan. Al aceptar el Otorgamiento de las Unidades de Acciones Restringidas, el Participante reconoce que ha recibido copias del Plan, ha revisado el Plan y los Términos del Otorgamiento en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en los Términos del Otorgamiento, incluyendo los Apéndices.

Adicionalmente, el Participante aprueba expresamente que (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el Plan se ofrecen por la Compañía de forma enteramente discrecional;

(iii) la participación en el Plan es voluntaria; y (iv) la Compañía, cualquier Filial y el Patrón no son responsables por cualquier disminución en el valor de las Acciones adquiridas al momento de tener derecho en relación con las Unidades de Acciones Restringidas.

Finalmente, el Participante declara que no se reserva ninguna acción o derecho para interponer una reclamación o demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de su participación en el Plan y, por lo tanto, otorga el más amplio y total finiquito al Patrón, la Compañía y sus Filiales en relación con cualquier reclamación demanda que pudiera surgir de conformidad con el Plan.

Notifications

Securities Law Information. The Special Retention Award and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Special Retention Award may not be publicly distributed in Mexico. These materials are addressed to the Participant because of the Participant's existing relationship with the Company and its Subsidiaries, 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 the Company or its Subsidiaries made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

Terms and Conditions

Settlement. The following provision replaces paragraph 4 of the Award Agreement:

Due to exchange control restrictions in Morocco, the Company will settle the Special Retention Award by delivering to the Participant, through local payroll, the cash equivalent of Shares upon vesting of the Special Retention Award. The cash payment will equal the number of Shares covered by the vested Special Retention Awards multiplied by the value of one Share on the vesting date, subject to the satisfaction of any applicable withholding obligations for Tax-Related Items. References in this Award Agreement to Shares issuable in connection with the Special Retention Award will include the issuance of its cash equivalent pursuant to this provision.

NETHERLANDS

There are no country-specific provisions.

POLAND

Notifications

Exchange Control Information. The Participant acknowledges that any transfer of funds in excess of €15,000 (or PLN 15,000 if the transfer of funds is connected with the business activity of an entrepreneur) into or out of Poland must be affected through a bank account in Poland. The Participant understands that he or she is required to store all documents connected with any foreign exchange transactions the Participant engages in for a period of five (5) years, as measured from the end of the year in which such transaction occurred.

If the Participant maintains bank or brokerage accounts holding cash and foreign securities (including Shares) outside of Poland, he or she will be required to file quarterly reports with the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds PLN 7,000,000. If required, such reports must be filed on special forms available on the website of the National Bank of Poland. The Participant should consult with his or her personal legal advisor to determine whether he or she will be required to submit reports to the National Bank of Poland.

SINGAPORE

Terms and Conditions

Sale Restriction. The Participant agrees that any Shares acquired pursuant to the Special Retention Award will not be offered for sale in Singapore prior to the six-month anniversary of the grant date unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the conditions of, any applicable provisions of the SFA..

Notifications

Securities Law Information. The grant of the Special Retention Award is being made to the Participant in reliance on the “Qualifying Person” exemption under section 273(1)(f) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying Shares being subsequently offered for sale to any other party. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Obligation. If the Participant is a director, associate director or shadow director of the Company’s Singapore Subsidiary or affiliate, the Participant is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore Subsidiary or affiliate in writing when the Participant receives an interest (*e.g.*, a grant of a Special Retention Award, the acquisition of Shares under the Plan, etc.) in the Company or any Subsidiary or affiliate. In addition, the Participant must notify the Company’s Singapore Subsidiary or affiliate when the Participant sells Shares or shares of the Company or its Subsidiary or affiliate (including when the Participant sells Shares issued upon vesting and settlement of the Special Retention Award). These notifications must be made within two business days of (i) acquiring or disposing of any interest in the Company or any Subsidiary or affiliate or (ii) any change in a previously-disclosed interest (*e.g.*, upon vesting of the Special Retention Award or when Shares acquired under the Plan are subsequently sold). In addition, a notification of the Participant’s interests in the Company or any Subsidiary or affiliate must be made within two business days of becoming a director, associate director or shadow director.

SOUTH AFRICA

Terms and Conditions

Responsibility for Taxes. The following supplements paragraph B “Responsibility for Taxes” of Appendix A:

By accepting the grant of the Special Retention Award, the Participant agrees that, immediately upon vesting and settlement of the Special Retention Award, the Participant will notify the Employer of the amount of any gain realized. If the Participant fails to advise the Employer of the gain realized upon vesting and settlement, the Participant may be liable for a fine. The Participant will be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Employer.

Notifications

Exchange Control Information. It is the Participant’s responsibility to comply with South African exchange control laws and neither the Company nor the Employer will be liable for any fines or penalties arising from Participant’s failure to comply with applicable laws. Because the exchange control regulations change frequently and without notice, the Participant should consult his or her personal legal advisor prior to the acquisition or sale of Shares to ensure compliance with current regulations.

Securities Law Acknowledgement. In compliance with South African Securities Law, the Participant acknowledges that the Participant has been notified that the documents related to the Plan are available for the Participant’s review on the Company’s public site or intranet site, as applicable.

SPAIN

Terms and Conditions

No Entitlement for Claims or Compensation. The following provisions supplement paragraph A “Termination” of Appendix A:

By accepting the Special Retention Award, the Participant consents to participation in the Plan and acknowledges that Participant has received a copy of the Plan acknowledges that the Participant has read and specifically accepts the vesting and termination conditions in the Award Agreement.

The Participant understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Special Retention Awards under the Plan to individuals who may be Employees of the Company or a Subsidiary. The decision is limited and entered into based upon the express assumption and condition that (i) any Special Retention Awards will not economically or otherwise bind the Company or any Subsidiary, including the Employer, on an ongoing basis, other than as expressly set forth in the Award Agreement; (ii) the Special Retention Awards and any Shares acquired upon vesting of the Special Retention Awards shall not become part of any employment or service agreement (whether with the Company or any Subsidiary, including the Employer) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever; and (iii) except as expressly provided for in the Award Agreement or by the Company, the Special Retention Awards will cease vesting upon the Participant’s termination of employment, as detailed below. Furthermore, the Participant understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from the grant of Special Retention Awards, which is gratuitous and discretionary, since the future value of the Special Retention Awards and the underlying Shares is unknown and unpredictable. The Participant also understands that the grant of Special Retention Awards would not be made but for the assumptions and conditions set forth hereinabove; thus, the Participant understands, acknowledges and freely accepts that, should any or all of the assumptions be mistaken or any of the conditions not be met for any reason, the Special Retention Awards and any right to the underlying Shares shall be null and void.

The Participant understands and agrees that, as a condition of the grant of the Special Retention Award, if the Participant’s employment terminates, unless otherwise provided in the Award Agreement or by the Company, that the Participant will not be entitled to continue vesting in any Special Retention Awards upon cessation of the Participant’s employment or service and any unvested Special Retention Awards shall be forfeited without entitlement to the underlying Shares or to any amount as indemnification in the event of a termination, 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.

Notifications

Securities Law Information. A Special Retention Award is not considered to be a security under Spanish law. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory with respect to the Special Retention Award. No public offering prospectus has been nor will be registered with the Comisión Nacional del Mercado de Valores (Spanish Securities Exchange Commission) (“CNMV”). Neither the Plan nor the Award Agreement constitute a public offering prospectus and they have not been, nor will they be, registered with the CNMV.

Exchange Control Information. The Participant may be required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payments of Shares made pursuant to the Plan), depending on the balances in such accounts together with the value of such instruments as of December 31 of the relevant year, or the volume of transactions with non-Spanish residents during the relevant year. The Participant should consult with his or her legal advisor regarding the applicable thresholds and corresponding reporting requirements.

Foreign Asset/Account Reporting Information. To the extent the Participant holds rights or assets (e.g., cash or the Shares held in a bank or brokerage account) outside of Spain with a value in excess of €50,000 per type of right or asset as of December 31 each year (or at any time during the year in which the Participant sells or disposes of such right or asset), the Participant is required to report information on such rights and assets on the Participant's tax return for such year. After such rights or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 per type of right or asset as of each subsequent December 31, or if the Participant sells Shares or cancel bank accounts that were previously reported. Failure to comply with this reporting requirement may result in penalties.

The Participant should consult with the Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations the Participant may have in connection with the Participant's participation in the Plan.

SWITZERLAND

Notifications

Securities Law Information. Because the offer of the Special Retention Award is considered a private offering in Switzerland; it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Special Retention Award (i) constitute a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an Employee or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority ("FINMA").

TURKEY

Notifications

Securities Law Information. Under Turkish law, the Participant is not permitted to sell any Shares acquired under the Plan in Turkey. The Shares are currently traded on the New York Stock Exchange, which is located outside of Turkey, under the ticker symbol "HWM" and the Shares may be sold through this exchange.

Financial Intermediary Obligation. In certain circumstances, the Participant is permitted to acquire and sell securities on a non-Turkish stock exchange only through a financial intermediary licensed in Turkey. Therefore, to sell Shares acquired under the Plan, the Participant may be required to appoint a Turkish broker to assist with the sale. The Participant should consult with his or her personal legal advisor before selling any Shares acquired under the Plan to confirm the applicability of this requirement.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes. The following supplements paragraph B "Responsibility for Taxes" of Appendix A:

Without limitation to paragraph B “Responsibility for Taxes” of Appendix A, the Participant agrees that the Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or the Employer or by HM Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority). The Participant also 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 have to pay to HMRC (or any other tax authority or any other relevant authority) on the Participant’s behalf.

Notwithstanding the foregoing, if the Participant is a Director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934), the Participant may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and employee National Insurance contributions (“NICs”) may be payable. The Participant agrees to report and pay any income tax due on this additional benefit directly to HMRC under the self-assessment regime and to pay the Employer for the value of the employee NICs due on this additional benefit, which the Company or the Employer may recover from the Participant by any of the means referred to in the Award Agreement, including the Appendices.

INSIDER TRADING POLICY

PURPOSE

This Insider Trading Policy (this “Policy”) provides guidelines with respect to transactions in the securities of Howmet Aerospace Inc. (“Howmet Aerospace”). This Policy is intended to promote compliance with U.S. federal, state and foreign securities laws relating to insider trading and to protect Howmet Aerospace’s reputation for integrity and ethical conduct. Unlawful insider trading occurs when a person uses material nonpublic information, obtained through employment or other involvement with a company, to make decisions to trade that company’s securities or to provide that information to others to trade. In the United States and other countries, illegal insider trading violates laws that impose strict penalties upon both companies and individuals. Insider trading violations are pursued vigorously by the U.S. Securities and Exchange Commission (“SEC”), U.S. Attorneys, and state and foreign enforcement authorities. Cases have been successfully prosecuted against straightforward violations, as well as violations for trading by employees through foreign accounts, trading by family members and friends, and trading involving only a small number of shares.

PERSONS SUBJECT TO THIS POLICY

This Policy applies to members of the Company’s Board of Directors (the “Board”) and officers and employees of Howmet Aerospace and its subsidiaries (collectively referred to as the “Company”). This Policy also applies to family members who reside with you, anyone else who lives in your household, and any family members who do not live in your household but whose transactions in Howmet Aerospace securities are directed by you or are subject to your influence or control, such as parents or children who consult with you before they trade (collectively referred to as “Family Members”). This Policy also applies to any entities that you influence or control, including any corporations, partnerships or trusts (collectively referred to as “Controlled Entities”). You are responsible for the transactions of these other persons and therefore should make them aware of the need to confer with you before they trade in Howmet Aerospace securities, and you should treat all such transactions, for the purposes of this Policy and applicable securities laws, as if the transactions were for your own account.

POLICY

A. No Trading on the Basis of, or Tipping of, Material Nonpublic Information

- You may not trade (defined below) in Howmet Aerospace securities (defined below) if you are aware of material nonpublic information (defined below) relating to the Company.
- You may not disclose material nonpublic information to others who might use it for trading or might pass it along to others. This practice, known as “tipping,” can result in the same penalties as trading even though you did not trade (and did not gain any benefit from another trader).
- In the course of working for the Company, if you learn of material nonpublic information about a company (1) with which the Company does business, such as the Company’s customers, suppliers and partners, or (2) that is involved in a potential transaction or business relationship with the Company, such as a merger or contract, you may not trade in that company’s securities.
- It is also the policy of the Company that the Company will not engage in transactions in Howmet Aerospace securities, except in compliance with applicable securities laws.

B. Other Prohibited Transactions

- **No Short Sales or Derivative Transactions.** You may not engage in short sales (a sale of securities which are not then owned) of Howmet Aerospace securities or in derivative or speculative transactions (such as a put or call option) in Howmet Aerospace securities.
- **No Hedging.** You may not purchase or use financial instruments (including prepaid variable forward contracts, equity swaps, collars, and exchange funds) that are designed to hedge or offset any decrease in the market value of Howmet Aerospace securities.
- **No Margin Accounts or Pledging.** Directors and Section 16 Officers (defined below) are prohibited from holding Howmet Aerospace securities in margin accounts, pledging Howmet Aerospace securities as collateral.

C. Blackout Periods

Quarterly Blackout Periods. Trading in Howmet Aerospace securities by certain designated individuals is prohibited during the Company’s blackout periods. The Company has established four routine quarterly blackout periods (“Quarterly Blackout Periods”).

Begins on:	The 10 th day of the third month of a quarter: March 10, June 10, September 10, December 10
Ends on:	Commencement of trading on the NYSE on the 2 nd business day following the date of the Company's public release of its quarterly earnings results
Who are subject to the Quarterly Blackout Periods?	• Directors, Section 16 Officers and other officers and assistant officers appointed by the Board • Members of Howmet Aerospace's Executive Leadership Team • Employees involved in the preparation of financial statements, as determined by the Chief Financial Officer • Other employees with access to material nonpublic information, as determined by the Company, including, but not limited to, senior members of the Finance, Legal, Investor Relations and Communications teams • Family Members and Controlled Entities of the individuals listed above

Employees not otherwise subject to the Quarterly Blackout Periods are encouraged to refrain from trading Howmet Aerospace securities during the Quarterly Blackout Periods to avoid the appearance of improper trading.

Event-Specific Blackout Periods. From time to time, an event may occur that is material to the Company and is known by only a few directors, officers and/or employees, in which case the Company may impose a blackout period (an "Event-Specific Blackout Period") upon notice to those persons with knowledge of the event. The existence of an Event-Specific Blackout Period will not be announced to the Company as a whole, and should not be communicated to any other person.

D. Preclearance of Howmet Aerospace Securities Transactions

Even when a blackout period is not in effect, the individuals listed below are required to obtain preclearance before engaging in any transaction in Howmet Aerospace securities, including any gifts and stock option exercises.

Who are subject to preclearance?	• Directors, Section 16 Officers and other officers and assistant officers appointed by the Board • Members of Howmet Aerospace's Executive Leadership Team • Family Members and Controlled Entities of the individuals listed above
Who authorizes preclearance?	• Chief Legal Officer and Secretary • Chief Securities and Governance Counsel
Preclearance process:	1. A request for preclearance to trade in Howmet Aerospace securities should be submitted at least one business day in advance of the proposed transaction. 2. The request should include confirmation that you (i) have reviewed this Policy and (ii) are not aware of any material nonpublic information about the Company. 3. If a proposed transaction receives preclearance, the transaction must be executed within five business days of receipt of preclearance unless an exception is granted or you become aware of material nonpublic information before the transaction is executed, in which case the preclearance will be deemed void and you should not proceed with the transaction. 4. Transactions not executed within the five-business-day time limit would again be subject to preclearance. 5. If preclearance is denied, you should refrain from initiating any transaction in Howmet Aerospace securities, and you should not inform any other person of the denial of preclearance.

Standing and limit orders. Standing and limit orders (except standing and limit orders under approved Rule 10b5-1 plans, as described below) create heightened risks for insider trading violations as there is no control over the timing of the purchases or sales that result from standing instructions to a broker. As a result, the broker may execute the transaction when you are in possession of material nonpublic information, which may result in unlawful insider trading. The Company therefore discourages placing standing or limit orders on Howmet Aerospace securities. If you must use a standing order or limit order, the order should be limited to a short duration and should otherwise comply with this Policy. Directors and Section 16 Officers must notify the Chief Legal Officer and Secretary prior to entering into any standing or limit orders.

E. Examples and Definitions

Transactions Covered. Examples of transactions in securities that are prohibited when in possession of material nonpublic information or, with respect to affected individuals as described above, during a blackout period include:

- Open market purchase or sale of Howmet Aerospace securities
- Purchase or sale of Howmet Aerospace securities through a broker
- Exercise of stock options in which all or a portion of the acquired stock is sold
- Election to participate in the dividend reinvestment plan or to modify your participation or contribution levels

Transactions Generally Not Covered. Examples of transactions that are generally not subject to this Policy's trading restrictions include:

- Cash exercise of stock options, the vesting of restricted share units, or the withholding of shares by the Company or the delivery of previously owned shares to the Company to satisfy related tax withholding requirements, in each case in which no Howmet Aerospace stock is sold in the market
- Automatic reinvestment of dividends in Howmet Aerospace securities in the dividend reinvestment plan pursuant to a prior election
- Bona fide gifts of Howmet Aerospace securities unless the donor is aware of material nonpublic information and knows, or is reckless in not knowing, that the donee would sell the securities prior to public disclosure of the information
- Transactions in mutual funds that are invested in a broad portfolio of companies, including Howmet Aerospace securities
- Transactions that are executed pursuant to pre-approved Rule 10b5-1 plans, as described below

Definitions.

Material Nonpublic Information:

"Material information" generally means information that a reasonable investor would consider important in a decision to buy, sell or hold securities. Any information that could reasonably be expected to affect the price of the securities, whether it is positive or negative, is likely to be considered material. Depending on the circumstances, common examples of information that may be material include, but are not limited to:

- financial results;
- changes to previously announced earnings guidance and to the Company's prospects;
- significant write-downs in assets or increases in reserves;
- significant changes in senior management or the Board of Directors;
- proposed major mergers, acquisitions, divestitures, recapitalizations, strategic alliances, licensing arrangements, or purchases or sales of substantial assets;
- extraordinary borrowings, liquidity or bankruptcy concerns or developments;
- changes in dividend policy, the declaration of a stock split, or an offering of additional securities;
- significant cybersecurity incidents, such as breach of or unauthorized access to information technology infrastructure and/or data;
- important business developments such as major raw material shortages, award or loss of a significant contract or significant plant closings; and

- institution of, or developments in, major litigation or government investigations.

There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with the benefit of hindsight. If information is not clearly immaterial or already public, you should always err on the side of deciding that information is material nonpublic information and not trade. If you are unsure whether information is material, you should consult the Chief Legal Officer and Secretary.

“Nonpublic information” means information that is not generally known or available to the public. For information to be considered public, there must be evidence that it has been widely disseminated to the marketplace (such as by a widely available press release or an SEC filing) and that the investing public has had time to absorb the information. As a general rule, information should not be considered fully absorbed by the marketplace until at least one full trading day has passed after it has been formally released. Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the release of specific material nonpublic information. As with questions of materiality, if you are not sure whether information is considered public, you should consult with the Chief Legal Officer and Secretary.

“Section 16 Officer” is an individual designated by the Howmet Aerospace Board of Directors as an “officer” of Howmet Aerospace for purposes of Section 16 of the Securities Exchange Act of 1934, as amended (the **“Exchange Act”**).

“Securities” include stock (i.e., common or preferred), bonds, notes or debentures (including convertible debt securities), put and call options or other derivative securities and other marketable securities of any company.

“Trade” or **“Trading”** includes buying or selling securities, or offering to buy or sell securities, as well as writing options.

ADDITIONAL GUIDANCE

A. Rule 10b5-1 Plans

Rule 10b5-1 under the Exchange Act provides an affirmative defense from insider trading liability if a person enters into a Rule 10b5-1 plan (a **“10b5-1 plan”**) for trading in Howmet Aerospace securities that meets the conditions specified in the rule.

In general, a 10b5-1 plan must be entered into at a time when the person entering into the plan is not aware of material nonpublic information. Once the plan is adopted, the person must not exercise any influence over the securities to be traded, the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party. The plan must include a cooling-off period before trading can commence that, for directors or Section 16 Officers, ends on the later of 90 days after the adoption of the 10b5-1 plan or two business days following the disclosure of the Company’s financial results in an SEC periodic report for the fiscal quarter in which the plan was adopted (but in any event, the required cooling-off period is subject to a maximum of 120 days after adoption of the plan), and for persons other than directors or Section 16 Officers, 30 days following the adoption or modification of a 10b5-1 plan. A person may not enter into overlapping 10b5-1 plans (subject to certain exceptions) and may only enter into one single-trade 10b5-1 plan during any 12-month period (subject to certain exceptions).

Directors and Section 16 Officers must include a representation in their 10b5-1 plan certifying that: (i) they are not aware of any material nonpublic information; and (ii) they are adopting the plan in good faith and not as part of a plan or scheme to evade the prohibitions in Rule 10b-5. The Company is required to publicly disclose in its Form 10-Q or Form 10-K certain material terms of any 10b5-1 trading plan adopted or terminated by a director or Section 16 Officer during the relevant quarter.

You may enter into a 10b5-1 plan only if the plan meets the requirements of Rule 10b5-1 and the plan is approved by the Chief Legal Officer and Secretary. Any contemplated 10b5-1 plan must be submitted for approval at least five business days prior to the entry into the plan.

B. Section 16

Directors and Section 16 Officers are required to file Section 16 reports. The Corporate Secretary’s Office will assist reporting persons in preparing and filing the required reports; however, reporting persons retain responsibility for the reports.

C. Form 144 Reports

Directors and certain Howmet Aerospace officers designated by the Board of Directors are required to file Form 144 before making an open market sale of Howmet Aerospace securities. Form 144 notifies the SEC of your intent to sell Howmet Aerospace securities. This form is generally prepared and filed by your broker and is in addition to the Section 16 reports filed on your behalf by the Corporate Secretary's Office.

D. Post-Termination Transactions

This Policy continues to apply to transactions in Howmet Aerospace securities even after termination of service to the Company. If an individual is in possession of material nonpublic information when his or her service terminates, that individual may not trade in Howmet Aerospace securities until that information has become public or is no longer material.

INDIVIDUAL RESPONSIBILITY AND CONSEQUENCES OF VIOLATION

You are responsible for abiding by this Policy and for ensuring that your Family Members and Controlled Entities comply with this Policy. In all cases, the ultimate responsibility for adhering to this Policy and avoiding improper trading rests with the individual, and any action on the part of the Company, the Chief Legal Officer and Secretary or any other employee or director pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws.

Under federal securities laws, individuals who engage in illegal insider trading or tipping can be liable for substantial criminal and civil penalties, including (i) imprisonment for up to 20 years; (ii) criminal fines of up to \$5 million; and (iii) civil penalties of up to 3 times the profits gained or losses avoided. In addition, violation of this Policy could result in Company-imposed disciplinary action up to and including termination of employment.

POLICY INTERPRETATION, UPDATES AND AMENDMENTS:

The Chief Legal Officer and Secretary is responsible for interpreting and updating this Policy as appropriate. In addition, the Chief Legal Officer and Secretary shall have the authority to adopt, approve and implement any immaterial or administrative amendments or modifications to this Policy. Any material amendment to this Policy must be approved by the Board of Directors of the Company.

ASSISTANCE

It is your obligation to understand and comply with this Policy. Should you have any questions regarding this Policy, please contact the Chief Legal Officer and Secretary or the Chief Securities and Governance Counsel.

REPORTING SYSTEM

As with all policies of the Company, and as set forth in the Company's Code of Conduct, all employees should feel comfortable speaking up if they see or suspect violations of this policy, and the Company provides many avenues for doing so, including by seeking assistance from the Legal Department, the Ethics and Compliance Organization or the Integrity Line. Moreover, as stated more fully in the Company's Anti-Retaliation Policy, the Company strictly prohibits any form of retaliation against an employee who in good faith makes a complaint, raises a concern, provides information, or otherwise assists in an investigation or proceeding regarding any conduct that he or she reasonably believes to be in violation of this policy.

SUBSIDIARIES OF THE REGISTRANT
(As of December 31, 2024)

Name	State or Country of Organization
Howmet Aerospace Inc.	Delaware, US
Howmet Domestic LLC	Delaware, US
Howmet International Inc.	Delaware, US
Howmet Holdings Corporation	Delaware, US
Howmet Corporation	Delaware, US
Howmet Castings & Services, Inc.	Delaware, US
Cordant Technologies Holding Company	Delaware, US
Howmet Global Fastening Systems Inc.	Delaware, US
FR Acquisition Corporation (US), Inc.	Delaware, US
JFB Firth Rixson Inc.	Delaware, US
Howmet International Holding Company LLC	Delaware, US
Howmet Luxembourg S.à r.l.	Luxembourg
Howmet Global Treasury Services S.a.r.l.	Luxembourg
Howmet-Köfém Kft	Hungary
Howmet Holdings Limited	United Kingdom
FR Acquisitions Corporation Europe Limited	United Kingdom

The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a “significant subsidiary” as that term is defined in Regulation S-X under the Securities Exchange Act of 1934.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-272154 and 333-274124) and Form S-8 (Nos. 333-266545, 333-229914, 333-209772, 333-182899, 333-170801, 333-168428, 333-153369, 333-146330, 333-128445, 333-106411, 333-32516, 333-155668, 333-232219, 333-212246, 333-189882, 333-229727 and 333-203275) of Howmet Aerospace Inc. of our report dated February 13, 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
Pittsburgh, Pennsylvania
February 13, 2025

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that each of the undersigned Directors of Howmet Aerospace Inc. (the “Company”) hereby constitutes and appoints W. PAUL MYRON, KENNETH J. GIACOBBE, LOLA F. LIN, AND BARBARA L. SHULTZ, or any of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution, to do any and all acts and things and to execute any and all instruments that said attorneys-in-fact and agents, or any of them, may deem necessary or advisable or may be required:

(1) To enable the Company to comply with the Securities Exchange Act of 1934, as amended (the “1934 Act”), and any rules, regulations or requirements of the Securities and Exchange Commission (the “Commission”) in respect thereof, in connection with the filing under the 1934 Act of the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 (the “2024 Annual Report”), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of each of the undersigned in the capacity of Director of the Company to the 2024 Annual Report to be filed with the Commission and to any instruments or documents filed as part of or in connection with the 2024 Annual Report, including any amendments or supplements thereto;

(2) To enable the Company to comply with the Securities Act of 1933, as amended (the “1933 Act”), and any rules, regulations or requirements of the Commission in respect thereof, in connection with the registration under the 1933 Act during 2025 of the offer and sale or delivery of shares of common stock of the Company to be issued under the Howmet Aerospace Stock Incentive Plan, as Amended and Restated, as such plan may be amended and/or restated from time to time (including any amendments thereto or restatements thereof, the “Stock Incentive Plan”), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of each of the undersigned in the capacity of Director of the Company to any registration statement on Form S-8, or on such other form as may be appropriate, to be filed with the Commission in respect of said shares and the Stock Incentive Plan, or any of them, to any and all pre-effective amendments, post-effective amendments and supplements to any such registration statement, and to any instruments or documents filed as part of or in connection with any such registration statement or any such amendments or supplements thereto; and

(3) To enable the Company to comply with the 1933 Act, and any rules, regulations or requirements of the Commission in respect thereof, in connection with the registration under the 1933 Act during 2025 of the offer and sale or delivery of shares of common stock of the Company to be issued under the Company’s employee retirement savings plans (together with interests in such plans), including, without limitation, the Howmet Aerospace Hourly Retirement Savings Plan, the Howmet Aerospace Salaried Retirement Savings Plan, and employee retirement or other savings plans sponsored by the Company or its subsidiaries or entities acquired by the Company from time to time (the “Plans”), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of each of the undersigned in the capacity of Director of the Company to any registration statement on Form S-8, or on such other form as may be appropriate, to be filed with the Commission in respect of said shares and the Plans (or interests in such Plans), or any of them, to any and all pre-effective amendments, post-effective amendments and supplements to any such registration statement, and to any instruments or documents filed as part of or in connection with any such registration statement or any such amendments or supplements thereto; and

granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, and each of the undersigned hereby ratifies and confirms all that said attorneys-in-fact and agents, or any of them, shall do or cause to be done by virtue hereof.

This power of attorney will be governed by and construed in accordance with the laws of the State of Delaware. The execution of this power of attorney is not intended to, and does not, revoke any prior powers of attorney. This power of attorney may be signed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one power of attorney.

IN WITNESS WHEREOF, each of the undersigned has subscribed these presents this 6th day of February 2025.

<u>/s/ James F. Albaugh</u>	<u>/s/ Amy E. Alving</u>
James F. Albaugh	Amy E. Alving

<u>/s/ Sharon R. Barner</u>	<u>/s/ Joseph S. Cantie</u>
Sharon R. Barner	Joseph S. Cantie

<u>/s/ Robert F. Leduc</u>	<u>/s/ David J. Miller</u>
Robert F. Leduc	David J. Miller

<u>/s/ Jody G. Miller</u>	<u>/s/ John C. Plant</u>
Jody G. Miller	John C. Plant

<u>/s/ Ulrich R. Schmidt</u>	<u>/s/ Gunner S. Smith</u>
Ulrich R. Schmidt	Gunner S. Smith

Certifications

I, John C. Plant, certify that:

1. I have reviewed this annual report on Form 10-K of Howmet Aerospace Inc.;
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 13, 2025

/s/ John C. Plant

John C. Plant

Executive Chairman and Chief Executive Officer

I, Ken Giacobbe, certify that:

1. I have reviewed this annual report on Form 10-K of Howmet Aerospace Inc.;
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 13, 2025

/s/ Ken Giacobbe

Ken Giacobbe

Executive Vice President and Chief Financial Officer

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

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 Howmet Aerospace Inc., a Delaware corporation (the “Company”), does hereby certify that:

The Annual Report on Form 10-K for the period 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.

Dated:	February 13, 2025	/s/ John C. Plant
		John C. Plant
		Executive Chairman and Chief Executive Officer

Dated:	February 13, 2025	/s/ Ken Giacobbe
		Ken Giacobbe
		Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Form 10-K and shall not be considered filed as part of the Form 10-K.