

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

**FORM 10-Q**

**(Mark One)**

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

**For the quarterly period ended March 31, 2026**

or

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

**For the transition period from \_\_\_\_\_ to \_\_\_\_\_.**

**Commission file number 1-8729**

**UNISYS CORPORATION**

**(Exact name of registrant as specified in its charter)**

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**38-0387840**

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

**801 Lakeview Drive, Suite 100**

**Blue Bell, Pennsylvania 19422**

(Address of principal executive offices and zip code)

**(215) 986-4011**

(Registrant's telephone number, including area code)

**N/A**

(Former name or former address, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01	UIS	New York Stock Exchange

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

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

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

Number of shares of Unisys Common Stock, par value \$.01, outstanding as of March 31, 2026: 72,905,170

**UNISYS CORPORATION**  
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## **INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS**

Certain statements contained in this report, including, without limitation, statements as to management expectations, assumptions and beliefs presented in Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations," Part I, Item 3. "Quantitative and Qualitative Disclosures About Market Risk," Part II, Item 1. "Legal Proceedings" and in the notes to the financial statements are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Words such as "anticipates," "estimates," "expects," "projects," "may," "will," "intends," "plans," "believes," "should" and similar expressions may identify forward-looking statements and such forward-looking statements are made based upon management's current expectations, assumptions and beliefs as of this date concerning future developments and their potential effect on us. There can be no assurance that future developments will be in accordance with management's expectations, assumptions or beliefs, or that the effect of future developments on us will be those anticipated by management. Because actual results may differ materially from those expressed or implied by these forward-looking statements, we caution readers not to place undue reliance on these statements. Any forward-looking statement speaks only as of the date on which that statement is made. The company assumes no obligation to update any forward-looking statement to reflect events or circumstances that occur after the date on which the statement is made, except as required by applicable law.

The factors that could cause actual results to differ materially from our expectations, assumptions and beliefs include, but are not limited to, those discussed in Item 1A. Risk Factors of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as summarized below, our ability to:

### ***Business and Operating***

- maintain our installed base and sell new solutions and related services;
- grow revenue, expand profit margin and generate sufficient cash flows in our businesses;
- effectively anticipate and respond to rapid technological innovation, such as artificial intelligence among others, in our industry;
- manage cybersecurity incidents, security incidents and breaches and other disruptions in our IT systems;
- adapt to the adverse effects of volatile, negative or uncertain economic, geopolitical and political conditions, as well as acts of war, terrorism, natural disasters or the widespread outbreak of infectious diseases;
- work with government and public sector clients and additional risks inherent in the government contracting and public sector environment;
- respond to the potential adverse effects of aggressive competition;
- attract, retain, and develop skilled employees to align with global client demand and retain and develop strong leaders;
- achieve expected profitability or expected level of revenue from our commercial contracts;
- manage the pricing, performance and capabilities of third parties with whom we have commercial relationships;
- meet our underfunded defined benefit pension plan obligations;
- maintain our credit rating or access financing markets;
- comply with the terms of the credit agreement that governs the Amended and Restated Asset Based Lending Credit Facility and the 10.625% Senior Secured Notes due 2031 indenture;
- protect or enforce our intellectual property rights and defend against infringement claims;
- adapt to an evolving international trade and tariff environment;
- manage the business and financial risk in the completion of acquisitions or dispositions;

### ***Legal and Regulatory***

- comply with global legal and regulatory requirements;
- manage the legal risks related to artificial intelligence and other machine learning technology that are integrated into our services and solutions;
- manage exposure to legal proceedings, investigations compliance and environmental matters;
- meet global sustainability standards and expectations, achieve our sustainability goals and comply with sustainability laws and regulations;
- maintain an effective system of internal controls over financial reporting and disclosure controls and procedures;

***Accounting***

- mitigate a decrease in the value of our assets and an impairment of goodwill or intangible assets; and
- use our net operating loss carryforwards and certain other tax attributes.

Other factors discussed in this report, although not listed here, also could materially affect our future results.

## Part I - FINANCIAL INFORMATION

### Item 1. Financial Statements

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF INCOME (LOSS) (Unaudited)**  
**(Millions, except per share data)**

	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 437.6	\$ 432.1
Costs and expenses		
Cost of revenue	325.1	324.6
Selling, general and administrative	91.5	96.8
Research and development	4.8	5.6
	<u>421.4</u>	<u>427.0</u>
Operating income	16.2	5.1
Interest expense	18.5	8.2
Other (expense), net	(20.8)	(16.9)
Loss before income taxes	(23.1)	(20.0)
Provision for income taxes	13.7	10.6
Consolidated net loss	(36.8)	(30.6)
Net loss attributable to noncontrolling interests	(1.0)	(1.1)
Net loss attributable to Unisys Corporation	<u>\$ (35.8)</u>	<u>\$ (29.5)</u>
Loss per share attributable to Unisys Corporation		
Basic	<u>\$ (0.50)</u>	<u>\$ (0.42)</u>
Diluted	<u>\$ (0.50)</u>	<u>\$ (0.42)</u>

*See notes to consolidated financial statements*

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (Unaudited)**  
**(Millions)**

	Three Months Ended March 31,	
	2026	2025
Consolidated net loss	\$ (36.8)	\$ (30.6)
Other comprehensive income		
Foreign currency translation	(18.4)	45.0
Pension and postretirement adjustments, net of tax of \$3.8 in 2026 and \$(4.9) in 2025	36.8	(2.7)
Total other comprehensive income	18.4	42.3
Comprehensive (loss) income	(18.4)	11.7
Less comprehensive income (loss) attributable to noncontrolling interests	1.2	(0.4)
Comprehensive (loss) income attributable to Unisys Corporation	<u>\$ (19.6)</u>	<u>\$ 12.1</u>

*See notes to consolidated financial statements*

**UNISYS CORPORATION**  
**CONSOLIDATED BALANCE SHEETS (Unaudited)**  
(Millions)

	March 31, 2026	December 31, 2025
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 380.2	\$ 413.9
Accounts receivable, net	366.8	437.7
Contract assets	14.5	10.9
Inventories	14.9	13.8
Prepaid expenses and other current assets	119.5	127.7
Total current assets	895.9	1,004.0
Properties, net	57.4	53.1
Capitalized contract costs, net	71.3	73.6
Marketable software, net	165.8	166.1
Operating lease right-of-use assets	35.2	38.4
Prepaid pension and postretirement assets	21.5	21.3
Deferred income taxes	100.0	96.9
Goodwill	193.7	193.8
Intangible assets, net	30.2	31.2
Restricted cash	8.1	7.8
Other long-term assets	153.3	160.0
Total assets	<u>\$ 1,732.4</u>	<u>\$ 1,846.2</u>
<b>Total liabilities and deficit</b>		
Current liabilities:		
Current maturities of long-term debt	\$ 13.5	\$ 12.7
Accounts payable	105.5	81.2
Deferred revenue	229.4	228.5
Other accrued liabilities	254.0	333.5
Total current liabilities	602.4	655.9
Long-term debt	724.0	729.0
Long-term pension and postretirement liabilities	493.3	517.7
Long-term deferred revenue	92.0	100.7
Long-term operating lease liabilities	27.8	30.6
Other long-term liabilities	77.4	80.6
Commitments and contingencies (see Note 14)		
Deficit:		
Common stock; Issued: March 31, 2026 - 80.2 shares and December 31, 2025 - 78.1 shares	0.8	0.8
Accumulated deficit	(2,514.7)	(2,478.9)
Treasury stock, shares at cost; March 31, 2026 - 7.3 shares and December 31, 2025 - 6.7 shares	(163.0)	(161.8)
Paid-in capital	4,788.6	4,785.2
Accumulated other comprehensive loss	(2,411.7)	(2,427.9)
Total Unisys Corporation stockholders' deficit	(300.0)	(282.6)
Noncontrolling interests	15.5	14.3
Total deficit	(284.5)	(268.3)
Total liabilities and deficit	<u>\$ 1,732.4</u>	<u>\$ 1,846.2</u>

See notes to consolidated financial statements

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)**  
**(Millions)**

	Three Months Ended March 31,	
	2026	2025
<b>Cash flows from operating activities</b>		
Consolidated net loss	\$ (36.8)	\$ (30.6)
Adjustments to reconcile consolidated net loss to net cash (used for) provided by operating activities:		
Gain on debt extinguishment	(0.2)	—
Foreign currency gains	(6.8)	(1.3)
Employee stock compensation	4.1	6.8
Depreciation and amortization of properties	4.6	6.4
Depreciation and amortization of capitalized contract costs	5.8	3.0
Amortization of marketable software	11.9	12.1
Amortization of intangible assets	1.0	1.1
Other non-cash operating activities	—	1.2
Pension and postretirement contributions	(28.4)	(9.4)
Pension and postretirement expense	30.5	21.9
Deferred income taxes, net	(8.3)	(10.1)
Changes in operating assets and liabilities:		
Receivables, net and contract assets	75.3	73.6
Inventories	(1.0)	(5.0)
Other assets	13.9	18.0
Accounts payable and current liabilities	(61.4)	(67.2)
Other liabilities	(8.6)	12.8
Net cash (used for) provided by operating activities	<u>(4.4)</u>	<u>33.3</u>
<b>Cash flows from investing activities</b>		
Proceeds from foreign exchange forward contracts	—	728.8
Purchases of foreign exchange forward contracts	—	(728.9)
Investment in marketable software	(10.4)	(11.2)
Capital additions of properties and other assets	(10.7)	(8.9)
Other	(0.1)	(0.1)
Net cash used for investing activities	<u>(21.2)</u>	<u>(20.3)</u>
<b>Cash flows from financing activities</b>		
Payments of long-term debt	(4.8)	(1.3)
Other	(1.2)	(2.7)
Net cash used for financing activities	<u>(6.0)</u>	<u>(4.0)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	<u>(1.8)</u>	<u>7.9</u>
(Decrease) increase in cash, cash equivalents and restricted cash	(33.4)	16.9
Cash, cash equivalents and restricted cash, beginning of period	421.7	390.6
Cash, cash equivalents and restricted cash, end of period	<u>\$ 388.3</u>	<u>\$ 407.5</u>

See notes to consolidated financial statements

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF EQUITY (DEFICIT) (Unaudited)**  
**(Millions)**

	Unisys Corporation							
	Total	Total Unisys Corporation	Common Stock Par Value	Accumulated Deficit	Treasury Stock At Cost	Paid-in Capital	Accumulated Other Comprehensive Loss	Non-controlling Interests
<b>Balance at December 31, 2025</b>	\$ (268.3)	\$ (282.6)	\$ 0.8	\$ (2,478.9)	\$ (161.8)	\$ 4,785.2	\$ (2,427.9)	\$ 14.3
Consolidated net loss	(36.8)	(35.8)		(35.8)				(1.0)
Stock-based activity	2.2	2.2			(1.2)	3.4		
Translation adjustments	(18.4)	(20.0)					(20.0)	1.6
Pension and postretirement plans	36.8	36.2					36.2	0.6
<b>Balance at March 31, 2026</b>	<u>\$ (284.5)</u>	<u>\$ (300.0)</u>	<u>\$ 0.8</u>	<u>\$ (2,514.7)</u>	<u>\$ (163.0)</u>	<u>\$ 4,788.6</u>	<u>\$ (2,411.7)</u>	<u>\$ 15.5</u>

	Unisys Corporation							
	Total	Total Unisys Corporation	Common Stock Par Value	Accumulated Deficit	Treasury Stock At Cost	Paid-in Capital	Accumulated Other Comprehensive Loss	Non-controlling Interests
<b>Balance at December 31, 2024</b>	\$ (269.3)	\$ (283.4)	\$ 0.8	\$ (2,139.1)	\$ (158.5)	\$ 4,770.6	\$ (2,757.2)	\$ 14.1
Consolidated net (loss) income	(30.6)	(29.5)		(29.5)				(1.1)
Stock-based activity	3.5	3.5			(2.8)	6.3		
Translation adjustments	45.0	42.2					42.2	2.8
Pension and postretirement plans	(2.7)	(0.6)					(0.6)	(2.1)
<b>Balance at March 31, 2025</b>	<u>\$ (254.1)</u>	<u>\$ (267.8)</u>	<u>\$ 0.8</u>	<u>\$ (2,168.6)</u>	<u>\$ (161.3)</u>	<u>\$ 4,776.9</u>	<u>\$ (2,715.6)</u>	<u>\$ 13.7</u>

See notes to consolidated financial statements

## UNISYS CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

(Dollars in millions, except share and per share amounts)

#### Note 1 - Basis of Presentation

The unaudited consolidated financial statements included in this Quarterly Report on Form 10-Q have been prepared pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (SEC). These rules and regulations permit some of the information and footnote disclosures normally included in financial statements, prepared in accordance with generally accepted accounting principles in the United States of America (GAAP), to be condensed or omitted. In management's opinion, the unaudited consolidated financial statements contain all adjustments that are of a normal recurring nature, necessary for a fair presentation of the results of operations and financial position of the company for the interim periods presented. These adjustments consist only of normal recurring accruals except as disclosed herein. Because of seasonal and other factors, results for interim periods are not necessarily indicative of the results to be expected for the full year.

These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the fiscal year ended December 31, 2025 and the notes thereto included in the company's Annual Report on Form 10-K, filed with the SEC.

#### Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions about future events. These estimates and assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities and the reported amounts of revenue and expenses. Such estimates include the valuation of estimated credit losses, contract assets, operating lease right-of-use assets, capitalized contract costs assets, marketable software, goodwill, purchased intangibles and other long-lived assets, legal and environmental contingencies, assumptions used in the calculation for systems integration projects, income taxes, and retirement and other post-employment benefits, among others. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ materially from these estimates. Any changes in those estimates resulting from changes in the economic environment such as inflation, tariffs, trade policy, fluctuation in interest rates and foreign exchange rates and conflicts, wars and other events of geopolitical significance, will be reflected in the financial statements in future periods.

The company's accounting policies are set forth in detail in Note 1 of the Notes to Consolidated Financial Statements in the company's Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC. Such Annual Report also contains a discussion of the company's critical accounting policies and estimates. The company believes that these critical accounting policies and estimates affect its more significant estimates and judgments used in the preparation of the company's consolidated financial statements.

#### Reclassifications

Certain prior period amounts in the consolidated financial statements and accompanying notes have been reclassified to conform to the current period presentation.

#### Note 2 - Accounting Standards

##### Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures* (ASU 2024-03) requiring additional disclosures about certain costs and expenses in the notes to the financial statements on an annual and interim basis. This update is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted on either a prospective or retrospective basis. ASU 2024-03 is not expected to have a material effect on the company's consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software* (ASU 2025-06), which simplifies the capitalization guidance for internal-use software costs by removing all references to software development project stages. ASU 2025-06 is effective for annual periods beginning after December 15, 2027, and interim periods within those annual reporting

periods, with early adoption permitted on either a prospective, or retrospective or a modified transition approach. The company is currently evaluating the impact of the standard on its consolidated financial statements.

### Note 3 - Cost-Reduction Actions

The company from time to time initiates cost reduction actions designed to improve operating efficiency, reduce costs and align the company's workforce and facility structures to its overall business plan.

Cost-reduction charges (credits) and other costs recognized were as follows:

	Three Months Ended March 31,	
	2026	2025
Workforce reductions:		
Severance and other employee costs	\$ 4.1	\$ 1.1
Changes in estimates	(3.4)	(1.4)
Total workforce reductions	0.7	(0.3)
Lease abandonment and other costs	0.8	0.2
Total	<u>\$ 1.5</u>	<u>\$ (0.1)</u>

The charges (credits) were recorded in the following statement of income (loss) classifications:

	Three Months Ended March 31,	
	2026	2025
Cost of revenue	\$ (0.3)	\$ (0.5)
Selling, general and administrative	2.2	0.5
Research and development	(0.4)	(0.1)
Total	<u>\$ 1.5</u>	<u>\$ (0.1)</u>

Liabilities and expected future payments related to the company's workforce reduction actions are as follows:

	Total
Balance at December 31, 2025	\$ 24.8
Provisions	4.1
Payments	(9.7)
Changes in estimates	(3.4)
Translation adjustments	(0.1)
Balance at March 31, 2026	<u>\$ 15.7</u>
Expected future utilization on balance at March 31, 2026:	
Short-term	\$ 15.7

## Note 4 - Pension and Postretirement Benefits

Net periodic pension expense (income) is presented below:

	Three Months Ended March 31, 2026			Three Months Ended March 31, 2025		
	Total	U.S. Plans	International Plans	Total	U.S. Plans	International Plans
Service cost <sup>(i)</sup>	\$ 0.4	\$ —	\$ 0.4	\$ 0.4	\$ —	\$ 0.4
Interest cost	40.0	21.5	18.5	45.6	27.9	17.7
Expected return on plan assets	(36.0)	(15.7)	(20.3)	(47.1)	(26.3)	(20.8)
Amortization of prior service benefit	(1.1)	(0.6)	(0.5)	(1.1)	(0.6)	(0.5)
Recognized net actuarial loss	26.7	17.5	9.2	24.0	18.0	6.0
Net periodic pension expense	<u>\$ 30.0</u>	<u>\$ 22.7</u>	<u>\$ 7.3</u>	<u>\$ 21.8</u>	<u>\$ 19.0</u>	<u>\$ 2.8</u>

<sup>(i)</sup> Service cost is reported in selling, general and administrative expense. All other components of net periodic pension expense are reported in other (expense), net in the consolidated statements of income (loss).

During the three months ended March 31, 2026, the company made cash contributions of \$28.2 million, primarily to its international defined benefit pension plans.

For the remainder of 2026, the company expects to make cash contributions of approximately \$69 million primarily to its U.S. defined benefit pension plans. This will result in total expected cash contributions for 2026 of approximately \$97 million to the company's global defined benefit pension plans, including approximately \$47 million to the company's U.S. qualified defined benefit pension plans and approximately \$50 million primarily to the company's international defined benefit pension plans.

During the three months ended March 31, 2025, the company made cash contributions of \$9.2 million primarily to its international defined benefit pension plans. In 2025, the company made cash contributions of \$343.7 million to its global defined benefit pension plans, which included a discretionary contribution of \$250 million to its U.S. defined benefit pension plans.

At the end of each year, the company estimates its future cash contributions to its global defined benefit pension plans based on year-end pension data, assumptions and agreements. Any material deterioration in the value of the company's global defined benefit pension plan assets, as well as changes in pension legislation, volatility in the capital markets, discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions in different amounts and on a different schedule than previously estimated.

Net periodic postretirement benefit expense (income) is presented below:

	Three Months Ended March 31,	
	2026	2025
Service cost <sup>(i)</sup>	\$ —	\$ —
Interest cost	0.6	0.6
Expected return on assets	—	(0.1)
Recognized net actuarial gain	(0.2)	(0.5)
Amortization of prior service benefit	0.1	0.1
Net periodic postretirement benefit expense (income)	<u>\$ 0.5</u>	<u>\$ 0.1</u>

<sup>(i)</sup> Service cost is reported in selling, general and administrative expense. All other components of net periodic postretirement benefit expense (income) are reported in other (expense), net in the consolidated statements of income (loss).

The company expects to make cash contributions of \$3 million to its postretirement benefit plan in 2026. In 2025, the company made cash contributions of \$1.6 million to its postretirement benefit plan. For the three months ended March 31, 2026 and 2025, the company made cash contributions of \$0.2 million in each respective period.

## Note 5 - Stock Compensation

Under stockholder approved stock-based plans, stock options, stock appreciation rights, restricted stock and restricted stock units (RSUs) may be granted to officers, directors and other key employees.

As of March 31, 2026, the company has granted restricted stock and RSUs under these plans. The company recognizes compensation cost, net of a forfeiture rate, in selling, general and administrative expense, and recognizes compensation cost only for those awards expected to vest. The company estimates the forfeiture rate based on its historical experience and its expectations about future forfeitures.

During the three months ended March 31, 2026 and 2025, the company recorded \$4.1 million and \$6.8 million of share-based restricted stock and RSU compensation expense, respectively.

Restricted stock and RSU awards may contain time-based units, performance-based units, total shareholder return market-based units, or a combination of these units. Each performance-based and market-based unit will vest into zero to two shares depending on the degree to which the performance or market conditions are met. Compensation expense for performance-based awards is recognized as expense ratably for each installment from the date of grant until the date the restrictions lapse and is based on the fair market value at the date of grant and the probability of achievement of the specific performance-related goals. Compensation expense for market-related awards is recognized as expense ratably over the measurement period, regardless of the actual level of achievement, provided the service requirement is met. RSU grants for the company's directors vest upon award and compensation expense for such awards is recognized upon grant.

A summary of restricted stock and RSU activity for the three months ended March 31, 2026 follows (shares in thousands):

	Restricted Stock and RSU	Weighted- Average Grant-Date Fair Value
Outstanding at December 31, 2025	6,470	\$ 4.77
Granted <sup>(i)</sup>	4,810	2.43
Vested	(2,142)	4.19
Forfeited and expired	(222)	5.28
Outstanding at March 31, 2026	<u>8,916</u>	<u>3.38</u>

<sup>(i)</sup> Awards granted during the three months ended March 31, 2026 were time-based conditions awards.

The aggregate weighted-average grant-date fair value of restricted stock and RSUs granted during the three months ended March 31, 2026 and 2025 was \$12.7 million and \$15.6 million, respectively. The fair value of awards with time and performance conditions is determined based on the trading price of the company's common shares on the date of grant. The fair value of awards with market conditions is estimated using a Monte Carlo simulation.

As of March 31, 2026, there was \$20.4 million of total unrecognized compensation cost related to outstanding restricted stock and RSUs granted under the company's plans. That cost is expected to be recognized over a weighted-average period of 2.3 years. The aggregate weighted-average grant-date fair value of restricted stock and RSUs vested during the three months ended March 31, 2026 and 2025 was \$9.0 million and \$14.1 million, respectively.

Common stock issued upon the lapse of restrictions on restricted stock and RSUs are newly issued shares. In light of its tax position, the company is currently not recognizing any tax benefits from the issuance of stock upon lapse of restrictions on restricted stock and RSUs.

## Note 6 - Other (expense), net

Other (expense), net is comprised of the following:

	Three Months Ended March 31,	
	2026	2025
Pension and postretirement expense	\$ (30.1)	\$ (21.5)
Gain on debt extinguishment	0.2	—
Foreign exchange gains <sup>(i)</sup>	6.8	1.3
Interest income <sup>(ii)</sup>	4.9	5.7
Other, net <sup>(iii)</sup>	(2.6)	(2.4)
Total other (expense), net	<u>\$ (20.8)</u>	<u>\$ (16.9)</u>

<sup>(i)</sup> Foreign exchange gains (losses) include gains (losses) from remeasuring cash, receivables, payables and intercompany balances denominated in foreign currencies, as well as gains (losses) related to the substantial completion of liquidation of certain foreign subsidiaries of \$(0.3) million and \$1.1 million, in the three months ended March 31, 2026 and 2025, respectively. In the third quarter of 2025, the company ceased the use of foreign currency forward contracts used to mitigate the impact of exchange rate fluctuations in the intercompany balances denominated in foreign currencies. The gains (losses) on such forward contracts for the three months ended March 31, 2025 were included within foreign exchange gains. See Note 10 for details on the company's foreign exchange forward contracts.

<sup>(ii)</sup> Interest income relates primarily to interest earned from cash and short-term investments.

<sup>(iii)</sup> Other, net generally consists of environmental costs related to previously disposed businesses and other miscellaneous items.

## Note 7 - Income Taxes

For the three months ended March 31, 2026, the provision for income taxes was \$13.7 million primarily driven by the geographic distribution of income. For the three months ended March 31, 2026, the effective tax rate was (59.3)% primarily driven by U.S. operating losses with no tax benefit as the deferred tax assets are subject to a full valuation allowance, non-creditable withholding taxes in the U.S., and jurisdictions with no valuation allowance that are subject to tax.

For the three months ended March 31, 2025, the provision for income taxes was \$10.6 million primarily driven by the geographic distribution of income. For the three months ended March 31, 2025, the effective tax rate was (53.0)% primarily driven by U.S. operating losses with no tax benefit as the deferred tax assets are subject to a full valuation allowance, non-creditable withholding taxes in the U.S., and jurisdictions with no valuation allowance that are subject to tax.

Accounting rules governing income taxes require that deferred tax assets and liabilities be recognized using enacted tax rates for the effect of temporary differences between the book and tax bases of recorded assets and liabilities. These rules also require that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or the entire deferred tax asset will not be realized.

The company evaluates the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting such amount, if necessary. The realization of the company's net deferred tax assets as of March 31, 2026, is primarily dependent on the ability to generate sustained taxable income in various jurisdictions. Judgment is required to estimate forecasted future taxable income, which may be impacted by future business developments, actual results, strategic operational and tax initiatives, legislative, and other economic factors and developments. Any increase or decrease in the valuation allowance would result in additional or lower income tax expense in that period and could have a significant impact on that period's earnings.

A full valuation allowance is currently maintained for all U.S. and certain foreign deferred tax assets in excess of deferred tax liabilities. The company will record a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their net deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to such valuation allowance, except with respect to withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly depending on the geographic distribution of income.

Under U.S. tax law, distributions from foreign subsidiaries to U.S. stockholders are generally exempt from taxation, except for certain federal and states taxes. Consequently, the deferred income tax liability on undistributed earnings is generally limited to any foreign withholding or other foreign taxes that will be imposed on such distributions. The company is no longer asserting indefinite reinvestment of earnings of certain foreign subsidiaries. At both March 31, 2026 and December 31, 2025, the related deferred tax liability was \$31.3 million, which is included in other long-term liabilities on the company's consolidated balance sheets.

A corporation's ability to deduct its federal net operating loss (NOL) carryforwards and utilize certain other available tax attributes can be substantially constrained under the general annual limitation rules of Section 382 of the U.S. Internal Revenue Code (Section 382) if it undergoes an "ownership change" as defined in Section 382 (generally where cumulative stock ownership changes among material stockholders exceed 50 percent during a rolling three-year period). Similar rules may apply under state tax laws. A future tax "ownership change" pursuant to Section 382 or future changes in tax laws that impose tax attribute utilization limitations may severely limit or effectively eliminate the company's ability to utilize its NOL carryforwards and other tax attributes.

On July 4, 2025, the One Big Beautiful Bill Act (OBBBA) was signed into law in the U.S. The OBBBA includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act of 2017, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. The legislation has multiple effective dates, with certain provisions that were effective in 2025 and others to be implemented through 2027. The company does not anticipate any material impact to our financial statements, due to the valuation allowance in the U.S., and no material permanent tax differences are expected. The company continues to assess the impact of these new provisions on the company's consolidated financial statements for future reporting periods.

## Note 8 - Loss Per Share

The following table provides the calculations for the company's earnings (loss) per common share attributable to Unisys Corporation (shares in thousands):

	Three Months Ended March 31,	
	2026	2025
<b>Basic loss per common share computation:</b>		
Net loss attributable to Unisys Corporation	\$ (35.8)	\$ (29.5)
Weighted average shares	71,801	70,106
<b>Basic loss per common share</b>	<b>\$ (0.50)</b>	<b>\$ (0.42)</b>
<b>Diluted loss per common share computation:</b>		
Net loss attributable to Unisys Corporation	\$ (35.8)	\$ (29.5)
Weighted average shares	71,801	70,106
Plus incremental shares from assumed vesting of employee stock plans	—	—
Adjusted weighted average shares	71,801	70,106
<b>Diluted loss per common share</b>	<b>\$ (0.50)</b>	<b>\$ (0.42)</b>
Anti-dilutive restricted stock units <sup>(i)</sup>	2,833	3,464

<sup>(i)</sup> Amounts represent shares excluded from the computation of diluted loss per share, as their effect, if included, would have been anti-dilutive for the periods presented.

## Note 9 - Revenue

The following table presents the company's revenue disaggregated by type of revenue:

	Three Months Ended March 31,	
	2026	2025
Services	\$ 395.3	\$ 386.2
Technology <sup>(i)</sup>	42.3	45.9
<b>Total revenue</b>	<b>\$ 437.6</b>	<b>\$ 432.1</b>

<sup>(i)</sup> Technology represents hardware and software license revenue.

## Contract Assets and Deferred Revenue

Contract assets represent rights to consideration in exchange for goods or services transferred to a customer when that right is conditional on something other than the passage of time. Deferred revenue represents contract liabilities.

Net contract assets (liabilities) are as follows:

	March 31, 2026	December 31, 2025
Contract assets - current	\$ 14.5	\$ 10.9
Contract assets - long-term <sup>(i)</sup>	3.5	4.1
Deferred revenue - current	(229.4)	(228.5)
Deferred revenue - long-term	(92.0)	(100.7)

<sup>(i)</sup> Reported in other long-term assets on the company's consolidated balance sheets.

Significant changes in the above contract liability balances were as follows:

	Three Months Ended March 31,	
	2026	2025
Revenue recognized that was included in deferred revenue at the beginning of the period	\$ 66.9	\$ 71.4

### Capitalized Contract Costs

The company's capitalized contract costs, net include the following:

	March 31, 2026	December 31, 2025
Deferred commissions, net	\$ 6.9	\$ 8.7
Costs to fulfill a contract, net	18.0	16.7
Other capitalized assets, net	46.4	48.2
Total capitalized contract costs, net	<u>\$ 71.3</u>	<u>\$ 73.6</u>

For the three months ended March 31, 2026 and 2025, amortization expense related to capitalized contract costs, net was \$5.8 million and \$3.0 million, respectively.

### Remaining Performance Obligations

Remaining performance obligations represent the transaction price of firm orders for which work has not been performed and excludes (i) contracts with an original expected length of one year or less and (ii) contracts for which the company recognizes revenue at the amount to which it has the right to invoice for services performed. At March 31, 2026, the company had approximately \$0.8 billion of remaining performance obligations of which approximately 31% is estimated to be recognized as revenue by the end of 2026, 34% by the end of 2027, 20% by the end of 2028, 9% by the end of 2029 and 6% thereafter.

### Note 10 - Financial Instruments and Fair Value Measurements

Due to its foreign operations, the company is exposed to the effects of foreign currency exchange rate fluctuations on the U.S. dollar, principally related to intercompany account balances. In the third quarter of 2025, the company ceased its use of foreign currency forward contracts, as such these contracts have no remaining notional amounts. For the three months ended March 31, 2025, gains recognized on foreign currency exchange forward contracts were \$15.9 million included within other (expense), net in the consolidated statements of income (loss). These contracts were not designated as hedging instruments and the fair value was based on quoted prices for similar but not identical financial instruments; as such, the inputs were considered Level 2 inputs.

Financial assets with carrying values approximating fair value include cash and cash equivalents and accounts receivable. Financial liabilities with carrying values approximating fair value include accounts payable and other liabilities. The carrying amounts of these financial assets and liabilities approximate fair value due to their short maturities. Such financial instruments are not included in the following table that provides information about the estimated fair values of other financial instruments that are not measured at fair value in the consolidated balance sheets as of March 31, 2026 and December 31, 2025.

	March 31, 2026		December 31, 2025	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
<b>Long-term debt:</b>				
10.625% senior secured notes due January 15, 2031	\$ 686.2	\$ 601.1	\$ 687.2	\$ 717.5

Long-term debt is carried at amortized cost and its estimated fair value is based on market prices classified as Level 2 in the fair value hierarchy.

## Note 11 - Properties

The components of properties, net were as follows:

	March 31, 2026	December 31, 2025
Buildings	\$ 0.7	\$ 0.7
Machinery and office equipment	205.1	206.4
Internal-use software	191.1	189.2
Rental equipment	9.1	6.7
<b>Total properties, gross</b>	<b>\$ 406.0</b>	<b>\$ 403.0</b>
Less - Accumulated depreciation and amortization	348.6	349.9
<b>Properties, net</b>	<b>\$ 57.4</b>	<b>\$ 53.1</b>

## Note 12 - Goodwill and Intangible Assets

The net carrying value of goodwill by reporting unit was as follows:

	Total	DWS	CA&I	ECS
Balance at December 31, 2025	\$ 193.8	\$ 47.2	\$ 54.5	\$ 92.1
Translation adjustments	(0.1)	(0.1)	—	—
<b>Balance at March 31, 2026</b>	<b>\$ 193.7</b>	<b>\$ 47.1</b>	<b>\$ 54.5</b>	<b>\$ 92.1</b>

Goodwill is presented net of accumulated impairment losses of \$94.1 million as of both March 31, 2026 and December 31, 2025, attributable to the DWS reporting unit.

### Intangible Assets, Net

Intangible assets, net at March 31, 2026, consisted of the following:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Technology	\$ 10.0	\$ 10.0	\$ —
Customer relationships <sup>(i)</sup>	54.2	24.0	30.2
Marketing	1.3	1.3	—
<b>Total</b>	<b>\$ 65.5</b>	<b>\$ 35.3</b>	<b>\$ 30.2</b>

<sup>(i)</sup> Amortization expense is included within selling, general and administrative expense in the consolidated statements of income (loss).

For the three months ended March 31, 2026 and 2025, amortization expense was \$1.0 million and \$1.1 million, respectively.

The future amortization relating to acquired intangible assets at March 31, 2026, was estimated as follows:

	Future Amortization Expense
Remainder of 2026	\$ 3.0
2027	4.0
2028	4.0
2029	4.0
2030	4.0
Thereafter	11.2
<b>Total</b>	<b>\$ 30.2</b>

### Note 13 - Debt

Long-term debt is comprised of the following:

	March 31, 2026	December 31, 2025
10.625% senior secured notes due January 15, 2031 (Face value of \$698.4 million and \$700.0 million less unamortized issuance costs of \$12.2 million and \$12.8 million at March 31, 2026 and December 31, 2025, respectively) <sup>(i)</sup>	\$ 686.2	\$ 687.2
Finance leases	39.1	41.2
Other debt	12.2	13.3
Total	737.5	741.7
Less – current maturities	13.5	12.7
Total long-term debt	<u>\$ 724.0</u>	<u>\$ 729.0</u>

<sup>(i)</sup> See Note 10 for the fair value of the notes.

#### Senior Secured Notes due 2031

In June 2025, the company completed a private placement offering of \$700.0 million aggregate principal amount of its 10.625% Senior Secured Notes due 2031 (the 2031 Notes). The 2031 Notes pay interest semiannually on January 15 and July 15, and will mature on January 15, 2031, unless earlier repurchased or redeemed by the company. The 2031 Notes are fully and unconditionally guaranteed on a senior secured basis by Unisys Holding Corporation, Unisys AP Investment Company I and Unisys NPL, Inc., each a Delaware corporation that is directly or indirectly wholly owned by the company (the Subsidiary Guarantors).

During the three months ended March 31, 2026, the company repurchased \$1.6 million of the 2031 Notes from the open market for \$1.4 million. The company recorded a gain on debt extinguishment of \$0.2 million, reported in other (expense), net.

Interest expense related to the 2031 Notes is comprised of the following:

	Three Months Ended March 31, 2026
Contractual interest coupon	\$ 18.6
Amortization of issuance costs	0.6
Total	<u>\$ 19.2</u>

#### Senior Secured Notes due 2027

In 2025, the company satisfied and discharged the indenture relating to the \$485.0 million aggregate principal amount of the 6.875% Senior Secured Notes due November 1, 2027 (the 2027 Notes). The company paid an aggregate amount of \$493.5 million, which was made up of the following: \$485.0 million of principal amount, \$3.0 million of early tender premium and \$5.5 million of accrued but unpaid interest on the 2027 Notes to be redeemed to, but not including, the redemption date. In 2025, the company recorded a loss on debt extinguishment in relation to the satisfaction and discharge of the 2027 Notes of \$7.0 million, reported in other (expense), net in the consolidated statements of income (loss), which included \$4.0 million in

unamortized debt issuance costs write-off and other expenses and an early tender premium of \$3.0 million paid to repurchase a portion of the 2027 Notes. Interest expense related to the 2027 Notes was comprised of the following:

	Three Months Ended March 31, 2025	
Contractual interest coupon	\$	8.3
Amortization of issuance costs		0.3
<b>Total</b>	<b>\$</b>	<b>8.6</b>

#### ***Asset Based Lending (ABL) Credit Facility***

The company has a secured revolving credit facility (the Amended and Restated ABL Credit Facility), which matures in June 2030. The Amended and Restated ABL Credit Facility provides for revolving loans and letters of credit up to an aggregate amount of \$125.0 million (with a limit on letters of credit of \$40.0 million), with an uncommitted accordion feature allowing for the aggregate amount available to be increased up to \$155.0 million upon the satisfaction of certain specified conditions.

Availability under the Amended and Restated ABL Credit Facility is subject to a borrowing base calculated by reference to the company's receivables. At March 31, 2026, the company had no borrowings and \$13.5 million of letters of credit outstanding. Availability under the Amended and Restated ABL Credit Facility was \$79.1 million, net of letters of credit issued. Any borrowings under the Amended and Restated ABL Credit Facility will be subject to variable interest rates.

The Amended and Restated ABL Credit Facility is guaranteed by Unisys Holding Corporation, Unisys NPL, Inc. and Unisys AP Investment Company I, each of which is a U.S. corporation that is directly or indirectly owned by the company (the subsidiary guarantors) and any future material domestic subsidiaries. The facility is secured by the assets of the company and the subsidiary guarantors, other than certain excluded assets, under a security agreement entered into by the company and the subsidiary guarantors in favor of Bank of America, N.A., as agent for the lenders under the credit facility.

At March 31, 2026, the company has met all covenants and conditions under its various lending and funding agreements. For at least the next 12 months, the company expects to continue to meet these covenants and conditions.

#### **Note 14 - Litigation and Contingencies**

The company is involved in a wide range of lawsuits, claims, investigations and proceedings, which arise in the ordinary course of business, including actions with respect to commercial and government contracts, labor and employment, employee benefits, environmental matters, intellectual property and non-income tax matters. Further, given the rapidly evolving external landscape of cybersecurity, privacy, artificial intelligence, and data protection laws, regulations, threat actors, and heightened client expectations and demands, the company and its clients have been and will continue to be subject to actions or proceedings in various jurisdictions. These matters can involve a number of different parties, including competitors, clients, current or former employees, government and regulatory agencies, stockholders and representatives of the locations in which the company does business. Many of these matters are also highly complex and may seek recovery on behalf of a class or similarly large number of plaintiffs. It is therefore inherently difficult to predict the size or scope of potential future losses arising from these matters.

The company records a provision for these matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated and a gain contingency when the award or recovery is realized or realizable. Significant judgment is required in both the determination of probability and the determination as to whether an exposure is reasonably estimable. Because of uncertainties related to these matters, accruals are based only on the best information available at the time. Any provisions are reviewed at least quarterly and are adjusted to reflect the impact and status of settlements, rulings, advice of counsel and other information and events pertinent to a particular matter. These adjustments could have a material impact on our results of operations and financial position.

The company intends to defend itself vigorously with respect to any legal matters. Based on its experience, the company also believes that the damage amounts claimed against it in the matters disclosed below are not a meaningful indicator of the company's potential liability.

Legal proceedings are inherently unpredictable and unfavorable resolutions have and could occur. Whether any losses, damages or remedies finally determined in any claim, suit, investigation or proceeding could reasonably have a material effect on the company's business, financial condition, results of operations or cash flows will depend on a number of variables, including: the timing and amount of such losses or damages; the structure and type of any such remedies; the significance of the impact any such losses, damages or remedies may have in the company's consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors. Accordingly, it is possible that an adverse

outcome from such matters could be material to the company's financial condition, results of operations and cash flows in any particular reporting period.

Notwithstanding that the ultimate results of the lawsuits, claims, investigations and proceedings that have been brought or asserted against the company are not currently determinable, the company believes that at March 31, 2026, it has adequate provisions for any such matters.

The following is a summary of the more significant legal proceedings involving the company.

The company's Brazilian operations, along with those of many other companies doing business in Brazil, are involved in various litigation matters, including numerous governmental assessments related to indirect and other taxes, as well as disputes associated with former employees and contract labor. The tax-related matters pertain to value-added taxes, customs, duties, sales and other non-income-related tax exposures. The labor-related matters include claims related to compensation. The company believes that appropriate accruals have been established for such matters based on information currently available. At March 31, 2026, excluding those matters that have been assessed by management as being remote as to the likelihood of ultimately resulting in a loss, the amount related to unreserved tax-related matters, inclusive of any related interest, is estimated to be approximately \$101 million.

With respect to the specific legal proceedings and claims described above, except as otherwise noted, either (i) the amount or range of possible losses in excess of amounts accrued, if any, is not reasonably estimable or (ii) the company believes that the amount or range of possible losses in excess of amounts accrued that are estimable would not be material. Nonetheless, the company is unable to predict the outcome from such matters and it is possible that an adverse result could be material to the company's financial conditions, results of operations and cash flows.

#### *Environmental Matters*

As of March 31, 2026, the company has an estimated environmental liability for a site that its predecessor company previously operated of approximately \$19 million, of which \$6 million is reported in other accrued liabilities and \$13 million in other long-term liabilities on the company's consolidated balance sheets. The company has an agreement related to this site, which provides for a partial reimbursement of certain costs when all cleanup work has been approved and finalized. As of March 31, 2026, the company expects to recover approximately \$33 million, which is included in other long-term assets on the company's consolidated balance sheets. As the company continues to perform investigation activities and if events and circumstances change, the company may incur future additional costs, which could have a material impact on the company's results of operations, financial condition and cash flows.

#### **Note 15 - Accumulated Other Comprehensive Loss**

Accumulated other comprehensive loss is as follows:

	Total	Translation Adjustments	Pension and Postretirement Plans
Balance at December 31, 2025	\$ (2,427.9)	\$ (871.8)	\$ (1,556.1)
Other comprehensive (loss) income before reclassifications	(6.6)	(19.7)	13.1
Amounts reclassified from accumulated other comprehensive loss	22.8	(0.3)	23.1
Current period other comprehensive income (loss)	16.2	(20.0)	36.2
Balance at March 31, 2026	<u>\$ (2,411.7)</u>	<u>\$ (891.8)</u>	<u>\$ (1,519.9)</u>

Amounts reclassified out of accumulated other comprehensive loss are as follows:

	Three Months Ended March 31,	
	2026	2025
Translation adjustments:		
Adjustment for substantial completion of liquidation of certain foreign subsidiaries <sup>(i)</sup>	\$ (0.3)	\$ (1.1)
Pension and postretirement plans <sup>(ii)</sup> :		
Amortization of prior service benefit	(0.9)	(0.9)
Amortization of actuarial losses	25.4	22.9
Total before tax	24.2	20.9
Income tax	(1.4)	(1.4)
Total reclassifications for the period	<u>\$ 22.8</u>	<u>\$ 19.5</u>

<sup>(i)</sup> Reported in other (expense), net in the consolidated statements of income (loss).

<sup>(ii)</sup> These items are included in net periodic pension and postretirement cost (see Note 4).

## Note 16 - Supplemental Cash Flow Information

	Three Months Ended March 31,	
	2026	2025
Cash paid during the period for:		
Income taxes, net of refunds	\$ 13.6	\$ 35.6
Interest	\$ 42.0	\$ 0.3

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated balance sheets to the total of the amounts shown in the consolidated statements of cash flows.

	March 31, 2026	December 31, 2025
Cash and cash equivalents	\$ 380.2	\$ 413.9
Restricted cash	8.1	7.8
Total cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	<u>\$ 388.3</u>	<u>\$ 421.7</u>

Cash and cash equivalents subject to contractual restrictions, and are therefore not readily available, are classified as restricted cash. At March 31, 2026, the company maintains cash balances in various operating accounts in excess of federally insured limits. The company monitors this risk by evaluating the creditworthiness of the financial institutions.

## Note 17 - Segment Information

The company's reportable segments are as follows:

- Digital Workplace Solutions (DWS), which provides workplace solutions featuring intelligent workplace services, proactive experience management and collaboration tools to support business growth;
- Cloud, Applications & Infrastructure Solutions (CA&I), which provides digital transformation in the areas of cloud migration and management, applications and infrastructure transformation and modernization solutions; and
- Enterprise Computing Solutions (ECS), which provides solutions that harness secure, high-intensity enterprise computing and enable digital services through software-defined operating environments.

This segment structure reflects the financial information used by the company's chief operating decision maker (CODM) to make decisions regarding the company's business, including resource allocations and performance assessments, as well as the current operating focus.

The CODM evaluates the performance of the segments based on segment revenue and segment gross profit. The company's CODM regularly reviews cost of revenues by segment and treats it as a significant segment expense. Segment revenue and segment gross profit are exclusive of certain activities and expenses that are not allocated to specific segments and reported in

Other as described below. The company does not report assets by reportable segments as this information is not reviewed by the CODM on a regular basis.

Other, as presented in the reconciliation tables below, includes revenue and cost of revenue associated with the company's United Kingdom business process outsourcing consolidated joint venture, which is a non-core business activity. Additionally, Other includes certain expenses within cost of revenue such as cost reduction charges, amortization of purchased intangibles and unusual and nonrecurring items that are not allocated to specific segments. These amounts are combined within other revenue and other gross profit (loss) to arrive at total consolidated revenue and total consolidated gross profit (loss) as reported in the reconciliations below.

The following table presents certain financial information by reportable segments:

	Total Segments	DWS	CA&I	ECS
<b>Three Months Ended March 31, 2026</b>				
Revenue	\$ 415.4	\$ 118.2	\$ 182.0	\$ 115.2
Cost of revenue	305.9	102.3	142.4	61.2
Gross profit	\$ 109.5	\$ 15.9	\$ 39.6	\$ 54.0
<b>Three Months Ended March 31, 2025</b>				
Revenue	\$ 413.9	\$ 118.6	\$ 176.6	\$ 118.7
Cost of revenue	306.0	101.7	142.2	62.1
Gross profit	\$ 107.9	\$ 16.9	\$ 34.4	\$ 56.6

Presented below is a reconciliation of total segment revenue to total consolidated revenue:

	Three Months Ended March 31,	
	2026	2025
Total segment revenue	\$ 415.4	\$ 413.9
Other revenue	22.2	18.2
Total consolidated revenue	\$ 437.6	\$ 432.1

Presented below is a reconciliation of total segment gross profit to consolidated income (loss) before income taxes:

	Three Months Ended March 31,	
	2026	2025
Total segment gross profit	\$ 109.5	\$ 107.9
Other gross profit (loss)	3.0	(0.4)
Total gross profit	112.5	107.5
Selling, general and administrative expense	(91.5)	(96.8)
Research and development expense	(4.8)	(5.6)
Interest expense	(18.5)	(8.2)
Other (expense), net	(20.8)	(16.9)
Total loss before income taxes	\$ (23.1)	\$ (20.0)

Geographic information about the company's revenue, which is principally based on location of the selling organization, is presented below:

	Three Months Ended March 31,	
	2026	2025
United States	\$ 166.7	\$ 185.9
United Kingdom	65.6	55.1
Other foreign	205.3	191.1
Total	\$ 437.6	\$ 432.1

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

This management's discussion and analysis of financial condition and results of operations should be read in conjunction with the consolidated financial statements and the related notes included elsewhere in this quarterly report.

### Overview

For the three months ended March 31, 2026, the company reported net loss attributable to Unisys Corporation of \$35.8 million, or \$0.50 per diluted share, compared with a loss of \$29.5 million, or \$0.42 per diluted share, for the three months ended March 31, 2025.

### Results of operations

#### Company results

##### Three months ended March 31, 2026 compared with the three months ended March 31, 2025

Revenue for the three months ended March 31, 2026 was \$437.6 million compared with \$432.1 million for the three months ended March 31, 2025, an increase of 1.3% from the prior-year period. Foreign currency fluctuations had a 6 percentage-point positive impact on revenue in the current period compared with the prior-year period, which was partially offset by the timing of software license renewals.

License and Support (L&S) represents software license and related support services, primarily ClearPath® Forward, within the company's Enterprise Computing Solutions (ECS) segment. Software license renewals tend to be significant and impactful to revenue and gross profit based on timing, which can fluctuate considerably from quarter to quarter. For the three months ended March 31, 2026, L&S revenue was \$65.5 million compared to \$71.1 million for the three months ended March 31, 2025, a decrease of 7.9%. The decrease was primarily driven by the timing of software license renewals, partially offset by foreign currency fluctuations, which had a 5 percentage-point positive impact on revenue in the current period compared with the prior-year period.

Excluding License and Support (Ex-L&S) measures exclude revenue, gross profit and gross profit margin in connection with software license and related support services within the ECS segment. Ex-L&S revenue for the three months ended March 31, 2026 was \$372.1 million compared with \$361.0 million for the three months ended March 31, 2025, an increase of 3.1%. Foreign currency fluctuations had a 6 percentage-point positive impact on revenue in the current period compared with the prior-year period, partially offset by lower volumes in Digital Workplace Solutions (DWS) and Cloud, Applications & Infrastructure Solutions (CA&I) reportable segments.

During the three months ended March 31, 2026, the company recognized net cost-reduction charges related to workforce reductions of \$0.7 million, compared with a net credit related to workforce reductions of \$0.3 million for the three months ended March 31, 2025. Additionally, for the three months ended March 31, 2026 and 2025, the company recorded charges of \$0.8 million and \$0.2 million, respectively, of lease abandonment and other costs related to cost-reduction efforts.

The charges (credits) related to cost reduction actions were recorded in the following statement of income (loss) classifications:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Cost of revenue	\$ (0.3)	\$ (0.5)
Selling, general and administrative	2.2	0.5
Research and development	(0.4)	(0.1)
Total	\$ 1.5	\$ (0.1)

Gross profit and gross profit margin were \$112.5 million and 25.7% in the three months ended March 31, 2026, respectively, compared with \$107.5 million and 24.9% for the three months ended March 31, 2025, respectively.

Ex-L&S gross profit and gross profit margin for the three months ended March 31, 2026 were \$72.7 million and 19.5%, respectively, compared with \$64.2 million and 17.8% for the three months ended March 31, 2025, respectively. The increases in Ex-L&S gross profit and gross profit margin were primarily driven by delivery improvement and labor cost savings initiatives in the CA&I segment.

During the three months ended March 31, 2026, a transaction within the company's United Kingdom business process outsourcing consolidated joint venture generated approximately \$3 million of gross margin benefit, resulting in a positive impact on gross profit margin and Ex-L&S gross profit margin of 50 basis points and 70 basis points, respectively. This transaction is expected to generate approximately \$12 million of gross margin benefit for 2026.

Selling, general and administrative expense in the three months ended March 31, 2026 was \$91.5 million (20.9% of revenue) compared with \$96.8 million (22.4% of revenue) for the three months ended March 31, 2025. The decrease was primarily attributable to a reduction in compensation expense of \$6.2 million, partially offset by higher cost reduction charges of \$1.7 million.

Research and development expense for the three months ended March 31, 2026 and 2025 was \$4.8 million and \$5.6 million, respectively.

For the three months ended March 31, 2026, the company reported an operating profit of \$16.2 million compared with an operating profit of \$5.1 million in the three months ended March 31, 2025. The increase was primarily driven by higher gross profit and lower selling, general and administrative expense as discussed above.

Interest expense for the three months ended March 31, 2026 and 2025 was \$18.5 million and \$8.2 million, respectively. The increase was primarily due to increased long-term debt balance and higher interest rate following the issuance of \$700.0 million aggregate principal amount of 10.625% Senior Secured Notes due 2031 (the 2031 Notes) in June 2025.

Other (expense), net was expense of \$20.8 million for the three months ended March 31, 2026 compared with expense of \$16.9 million for the three months ended March 31, 2025. See Note 6 of the Notes to Consolidated Financial Statements for details of other (expense), net.

The loss before income taxes for the three months ended March 31, 2026 was \$23.1 million, compared with a loss of \$20.0 million for the three months ended March 31, 2025.

The provision for income taxes was \$13.7 million for the three months ended March 31, 2026 compared with a provision of \$10.6 million for the three months ended March 31, 2025. The change in the tax provision was primarily driven by the geographic distribution of income. The effective tax rate for the three months ended March 31, 2026 and 2025 was (59.3)% and (53.0)%, respectively, primarily driven by U.S. operating losses with no tax benefit as the deferred tax assets are subject to a full valuation allowance, non-creditable withholding taxes in the U.S., and jurisdictions with no valuation allowance that are subject to tax.

The company evaluates quarterly the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting such amount, if necessary. The company records a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to the company's valuation allowance, except with respect to refundable tax credits and withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly period to period depending on the geographic distribution of income.

The realization of the company's net deferred tax assets is primarily dependent on the ability to generate sustained taxable income in various jurisdictions. Judgment is required to estimate forecasted future taxable income, which may be impacted by future business developments, actual results, strategic operational and tax initiatives, legislative, and other economic factors and developments.

The net loss attributable to Unisys Corporation for the three months ended March 31, 2026 was \$35.8 million, or \$0.50 per diluted share, compared with a net loss of \$29.5 million, or \$0.42 per diluted share, for the three months ended March 31, 2025.

The following table represents Ex-L&S and L&S financial measures:

<i>(In millions, except for numbers presented as percentages)</i>	Three Months Ended March 31,	
	2026	2025
L&S revenue	\$ 65.5	\$ 71.1
Ex L&S revenue	372.1	361.0
Total revenue	<u>\$ 437.6</u>	<u>\$ 432.1</u>
L&S gross profit	\$ 39.8	\$ 43.3
Ex-L&S gross profit	72.7	64.2
Total gross profit	<u>\$ 112.5</u>	<u>\$ 107.5</u>
L&S gross profit percent	60.8 %	60.9 %
Ex-L&S gross profit percent	19.5 %	17.8 %
Total gross profit percent	25.7 %	24.9 %

### Segment results

The company's reportable segments are as follows:

- Digital Workplace Solutions (DWS), which provides workplace solutions featuring intelligent workplace services, proactive experience management and collaboration tools to support business growth;
- Cloud, Applications & Infrastructure Solutions (CA&I), which provides digital transformation in the areas of cloud migration and management, applications and infrastructure transformation and modernization solutions; and
- Enterprise Computing Solutions (ECS), which provides solutions that harness secure, high-intensity enterprise computing and enable digital services through software-defined operating environments.

The company evaluates the performance of the segments based on segment revenue and segment gross profit. Segment revenue and segment gross profit are exclusive of certain activities and expenses that are not allocated to specific segments including the business activities related to the company's United Kingdom business process outsourcing consolidated joint venture and certain expenses such as cost reduction charges, amortization of purchased intangibles and unusual and nonrecurring items that are not allocated to specific segments. These amounts are combined within other revenue and other gross profit (loss) to arrive at consolidated revenue and consolidated gross profit (loss). See Note 17 of the Notes to Consolidated Financial Statements for the reconciliations of segment revenue to total consolidated revenue and segment gross profit to total consolidated loss before income taxes.

### Three months ended March 31, 2026 compared with the three months ended March 31, 2025

A summary of the company's operations by segment is presented below:

<i>(In millions, except for numbers presented as percentages)</i>	Total Segments	DWS	CA&I	ECS
<b>Three Months Ended March 31, 2026</b>				
Revenue	\$ 415.4	\$ 118.2	\$ 182.0	\$ 115.2
Gross profit percent	26.4 %	13.5 %	21.8 %	46.9 %
<b>Three Months Ended March 31, 2025</b>				
Revenue	\$ 413.9	\$ 118.6	\$ 176.6	\$ 118.7
Gross profit percent	26.1 %	14.2 %	19.5 %	47.7 %

DWS revenue was \$118.2 million for the three months ended March 31, 2026 and \$118.6 million for the three months ended March 31, 2025, a decrease of 0.3%. Foreign currency fluctuations had a 6 percentage-point positive impact on DWS revenue in the current period compared with the prior-year period. This positive impact in DWS revenue was offset by lower volume due to client attrition. Gross profit percent was 13.5% in the current period compared with 14.2% in the prior-year period. The decrease in gross profit percent was primarily driven by lower volume due to client attrition.

CA&I revenue was \$182.0 million for the three months ended March 31, 2026 and \$176.6 million for the three months ended March 31, 2025, an increase of 3.1%. Foreign currency fluctuations had a 5 percentage-point positive impact on CA&I revenue in the current period compared with the prior-year period. This positive impact in CA&I revenue was partially offset by reduced volume due to client attrition. Gross profit percent was 21.8% in the current period compared with 19.5% in the prior-year period. The increase in gross profit percent was primarily driven by delivery improvement and labor cost savings initiatives.

ECS revenue was \$115.2 million for the three months ended March 31, 2026 and \$118.7 million for the three months ended March 31, 2025, a decrease of 2.9%. Foreign currency fluctuations had a 5 percentage-point positive impact on ECS revenue in the current period compared with the prior-year period. Gross profit percent was 46.9% in the current period compared with 47.7% in the prior-year period. The decreases in revenue and gross profit percent were primarily driven by the timing of software license renewals.

### **Total Contract Value and Backlog**

Total Contract Value (TCV) represents the initial estimated revenue related to contracts signed in the period without regard for early termination or revenue recognition rules. Changes to contracts and scope are treated as TCV only to the extent of the incremental new value. New Business TCV represents TCV attributable to expansion and new scope for existing clients and new logo contracts. L&S TCV is driven by software license renewals, and as such, changes in timing or terms of renewals can lead to fluctuations from period to period. Measuring TCV involves the use of estimates and judgments and the extent and timing of conversion of TCV to revenue may be impacted by, among other factors, the types of services and solutions sold, contract duration, the pace of client spending, actual volumes of services delivered as compared to the volumes anticipated at the time of contract signing, and contract modifications, including, without limitation, contract nullification and termination, over the lifetime of a contract.

Backlog represents the estimated amount of future revenue to be recognized under contracted work, which has not yet been delivered or performed. The timing of conversion of backlog to revenue may be impacted by, among other factors, the timing of execution, the extension, nullification or early termination of existing contracts with or without penalty, adjustments to estimates in pricing or volumes for previously included contracts, seasonality and foreign currency exchange rates.

The following table summarizes the company's TCV metrics.

	Three Months Ended March 31,		% Change
	2026	2025	
<i>(In millions, except numbers presented as percentages)</i>			
New Business <sup>(i)</sup>	\$ 158	\$ 109	45 %
Ex-L&S Renewals	74	76	(3)%
L&S Renewals	42	21	100 %
Total TCV	\$ 274	\$ 206	33 %

<sup>(i)</sup> New Business relates to expansion and new scope for existing clients and new logo contracts.

Backlog was \$2.96 billion as of March 31, 2026 compared to \$2.89 billion as of March 31, 2025.

The company believes that actual revenue reflects the most relevant measure necessary to understand the company's results of operations, but TCV can be a useful leading indicator of the company's ability to generate future revenue over time and backlog can be a useful metric and indicator of the company's estimate of contracted revenue to be realized in the future, in each case subject to certain inherent limitations as explained above. TCV and backlog should not be relied upon as substitutes for, or considered in isolation from, measures in accordance with generally accepted accounting principles in the United States of America.

### **Financial condition**

The company's principal sources of liquidity are cash on hand, cash from operations and its revolving credit facility, discussed below. The company and certain international subsidiaries have access to uncommitted lines of credit from various banks. The company believes that it will have adequate sources of liquidity to meet its expected cash requirements for at least the next twelve months.

Cash and cash equivalents at March 31, 2026 were \$380.2 million compared to \$413.9 million at December 31, 2025. The decrease in cash and cash equivalents is primarily due to the timing of cash interest payment associated with the 2031 Notes.

As of March 31, 2026, \$266.7 million of cash and cash equivalents were held by the company's foreign subsidiaries and branches operating outside of the U.S. The company may not be able to readily transfer approximately one-quarter of these funds out of the country in which they are located as a result of local restrictions, contractual or other legal arrangements or

commercial considerations. At March 31, 2026, the deferred tax liability on undistributed earnings was \$31.3 million. Transfers of international cash and cash equivalents to the U.S. will require the company to pay withholding or other taxes on a portion of the amount transferred. At March 31, 2026, the company maintained cash balances in various operating accounts in excess of federally insured limits. The company monitors this risk by evaluating the creditworthiness of the financial institutions.

During the three months ended March 31, 2026, cash used for operations was \$4.4 million compared with cash provided by operations of \$33.3 million during the three months ended March 31, 2025. This decrease was primarily driven by timing of cash interest payment associated with the 2031 Notes.

During the three months ended March 31, 2026, cash used for investing activities was \$21.2 million compared with cash used for investing activities of \$20.3 million during the three months ended March 31, 2025. In the current period, the investment in marketable software was \$10.4 million compared with \$11.2 million in the prior-year period and capital additions of properties and other assets were \$10.7 million compared with \$8.9 million in the prior-year period.

During the three months ended March 31, 2026, cash used for financing activities was \$6.0 million compared with cash used for financing activities of \$4.0 million during the three months ended March 31, 2025.

At March 31, 2026, total debt was \$737.5 million compared to \$741.7 million at December 31, 2025. During the three months ended March 31, 2026, the company repurchased \$1.6 million of the 2031 Notes from the open market for \$1.4 million.

#### ***Asset Based Lending (ABL) Credit Facility***

The company has a secured revolving credit facility (the Amended and Restated ABL Credit Facility), which matures in June 2030. The Amended and Restated ABL Credit Facility provides for revolving loans and letters of credit up to an aggregate amount of \$125.0 million (with a limit on letters of credit of \$40.0 million), with an uncommitted accordion feature provision allowing for the aggregate amount available to be increased up to \$155.0 million upon the satisfaction of certain specified conditions.

Availability under the Amended and Restated ABL Credit Facility is subject to a borrowing base calculated by reference to the company's receivables. At March 31, 2026, the company had no borrowings and \$13.5 million of letters of credit outstanding. Availability under the Amended and Restated ABL Credit Facility was \$79.1 million, net of letters of credit issued. Any borrowings under the Amended and Restated ABL Credit Facility will be subject to variable interest rates.

At March 31, 2026, the company has met all covenants and conditions under its various lending and funding agreements. For at least the next 12 months, the company expects to continue to meet these covenants and conditions.

#### ***Pension and Postretirement Benefits***

At the end of each year, the company estimates its future cash contributions to its global defined benefit pension plans based on year-end pension data, assumptions and agreements.

For the three months ended March 31, 2026, the company made cash contributions totaling \$28.2 million, primarily to its international defined benefit pension plans.

Based on current legislation, global regulations, recent interest rates and expected returns, for the remainder of 2026, the company expects to make cash contributions of approximately \$69 million primarily to its U.S. defined benefit pension plans. This will result in total expected cash contributions for 2026 of approximately \$97 million to the company's global defined benefit pension plans, including approximately \$47 million to the company's U.S. qualified defined benefit pension plans and approximately \$50 million primarily to the company's international defined benefit pension plans. Additionally, the company estimates future total cash contributions to its global defined benefit pension plans of approximately \$105 million in 2027.

For the three months ended March 31, 2025, the company made cash contributions of \$9.2 million primarily to its international defined benefit pension plans.

If the company is not able to generate sufficient cash flows from operations, it may need to obtain additional funding in order to make these contributions. Any material deterioration in the value of the company's global defined benefit pension plan assets, as well as changes in pension legislation, volatility in the capital markets, discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions in different amounts and on a different schedule than previously estimated.

The company will continue to evaluate opportunities for additional reduction of its global defined benefit pension obligations in future periods depending on overall market conditions. As a result of the company's significant accumulated other comprehensive losses associated with its pension and postretirement plans, any future group annuity contract purchase could result in material non-cash settlement losses, if executed.

From time to time, the company may explore a variety of additional debt and equity sources to fund its liquidity and capital needs.

The company may, from time to time, redeem, tender for, or repurchase its securities in the open market or in privately negotiated transactions depending upon availability, market conditions and other factors.

The company does not have any off-balance sheet arrangements that are material or reasonably likely to become material to its financial condition or results of operations.

### **Critical accounting policies and estimates**

There have been no significant changes to the company's critical accounting policies and estimates as reported in its Annual Report on Form 10-K for the year ended December 31, 2025.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

There has been no material change in the company's assessment of its sensitivity to market risk since its disclosure in its Annual Report on Form 10-K for the year ended December 31, 2025.

### **Item 4. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

As of the end of the period covered by this Quarterly Report, management performed, with the participation of the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), an evaluation of the effectiveness of 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 amended (the Exchange Act). In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based upon that evaluation, the CEO and the CFO concluded that, as of March 31, 2026, the company's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified by the U.S. Securities and Exchange Commission (SEC), and that such information is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

#### **Changes in Internal Control Over Financial Reporting**

There have been no changes in our internal control over financial reporting during the quarter ended March 31, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **Part II - OTHER INFORMATION**

### **Item 1. Legal Proceedings**

Information with respect to legal proceedings is set forth in Note 14 of the Notes to Consolidated Financial Statements, and such information is incorporated herein by reference.

### **Item 1A. Risk Factors**

There have been no material changes to the “Risk Factors” in Part I, Item 1A of the company’s Annual Report on Form 10-K for the year ended December 31, 2025.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None

### **Item 5. Other Information**

During the three months ended March 31, 2026, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408(a) of Regulation S-K of the Securities Act of 1933, as amended).

### **Item 6. Exhibits**

See Exhibit Index

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Form of TSR-Based Cash Award Agreement</a>
10.2	<a href="#">Form of Restricted Stock Unit Agreement</a>
10.3	<a href="#">Form of Profit-Based Cash Award Agreement</a>
10.4	<a href="#">Form of Time-Based Cash Award Agreement</a>
31.1	<a href="#">Certification of Michael M. Thomson, Chief Executive Officer, pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended</a>
31.2	<a href="#">Certification of Debra McCann, Chief Financial Officer, pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended</a>
32.1	<a href="#">Certification of Michael M. Thomson, Chief Executive Officer, pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934, as amended, and Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350</a>
32.2	<a href="#">Certification of Debra McCann, Chief Financial Officer, pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934, as amended, and Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350</a>
101	The following financial information from Unisys Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 formatted in Inline XBRL (Extensible Business Reporting Language) includes: (i) the Consolidated Statements of Income (Loss), (ii) the Consolidated Statements of Comprehensive Income (Loss), (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity (Deficit), and (vi) Notes to Consolidated Financial Statements
104	Cover page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

## SIGNATURES

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

### UNISYS CORPORATION

Date: May 6, 2026

By: /s/ Debra McCann  
Debra McCann  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

By: /s/ David Brown  
David Brown  
Vice President, Chief Accounting Officer and Corporate  
Controller  
(Principal Accounting Officer)

**Exhibit 10.1**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Cash Award Agreement**

**In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan as amended (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation ("Unisys" or the "Company"), hereby grants to the grantee named below ("Grantee") a TSR-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee:                   #ParticipantName#

Target Payment:           #QuantityGranted#

Date of Grant:            #GrantDate#

Vesting Date:   The Vesting Date is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. For purposes of this Agreement, to the extent Grantee is not employed by the Company, "Employer" means the subsidiary of the Company that employs Grantee.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (the "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event Grantee's termination of employment or service occurs due to Grantee's death and the Award is unvested and outstanding as of the date of Grantee's termination, then in full satisfaction of Grantee's rights hereunder, the Award will immediately become vested with respect to the Target Payment amount.

6. In the event Grantee's termination of employment or service by the Employer occurs due to Disability (as defined in Appendix B to this Agreement) and the Award is unvested and outstanding as of the date of Grantee's termination, then in full satisfaction of Grantee's rights hereunder, the Award will immediately become vested with respect to the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 27(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event Grantee's employment or service is terminated within two years following the date of a Change in Control either (i) by the Employer other than for Cause, or (ii) by Grantee for Good Reason, and the Award is unvested and outstanding as of the date of Grantee's termination of employment or service, then in full satisfaction of Grantee's rights hereunder, the Award will become vested in accordance with the rules under Section 14(b) of the Plan (including, without limitation, the rule requiring that Grantee execute a release of claims in a form reasonably prescribed by the Company as a condition of such accelerated vesting). This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 18, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

10.1 Except as illegal or unenforceable under applicable law, to protect the Company's confidential and proprietary information (including trade secrets) and key business relationships, during the Restricted Period, directly or by assisting or directing others, Grantee will not: (a) solicit, or attempt to solicit, any Covered Employee to terminate the employee's employment with Company; or (ii) recruit or otherwise induce any Covered Employee to terminate the employee's employment with Company (collectively the "Employee Non-Solicit Obligations"); (b) solicit, or attempt to solicit, competing business from any Customer; or (ii) otherwise divert any business from any Customer to a competitor of the Company; or (c) within the Territory, perform professional services of the type Grantee provided while employed by the Company for any Company Customer for which Grantee worked during the eighteen (18) months prior to leaving Unisys, unless previously approved by the Company, in writing. For the purposes of this provision, the following definitions apply: (a) "Covered Employee" means any employee of the Company with whom I worked during the Look Back Period; (b) "Customer" means any Company customer to which I was assigned during the Look Back Period; (c) "Look Back Period" means the last eighteen (18) months of Grantee's employment with the Company (or such shorter time as Grantee was employed); (d) "Restricted Period" means (i) the period of Grantee's employment with the Company, and (ii) the one (1) year period following the termination of Grantee's employment with the Company, regardless of why it ends; and (e) "Territory" means any state in which I provided services to a Customer during the Look Back Period.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

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<sup>1</sup>For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement are adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 are limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the Plan is operated and the Awards are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights Grantee may have under this Agreement may be raised only against the Company but not any subsidiary of the Company (including, but not limited to, the Employer); (iii) no subsidiary of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Grantee under this Agreement; (iv) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards or benefits in lieu thereof; (v) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee or its designee; (vi) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (vii) Grantee's participation in the Plan is voluntary; (viii) the Award, and the income from and value of same, are extraordinary items that do not constitute compensation

of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (ix) the Award, and the income from and value of same, are not intended to replace any pension rights or compensation; (x) the Award, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (xi) unless otherwise agreed with the Company, the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (xii) the future value of the Award is unknown, indeterminable, and cannot be predicted with certainty; (xiii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) and/or the application of any Company recoupment policy or any recovery or clawback policy otherwise required by law; (xiv) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award; and (xvi) in the event the Company is required to prepare an accounting restatement, the Award, and any amounts received in respect of the Award, may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee 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 the Award, including, but not limited to, the grant, vesting or settlement of the Award; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee 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, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this

regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability and Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities.

Finally, within ninety (90) days of any tax liability arising, Grantee 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 Grantee's participation in the Plan that are not satisfied by the means previously described.

14. ***Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the 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 explicitly required pursuant to applicable law.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee 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.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but payment shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, payment will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any additional (or, if so indicated, different) terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the additional (or, if so indicated, different) terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan and on the Award, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to the Award.

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

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could 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 otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock 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 of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Michael Thomson  
President and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan  
TSR-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are TSR-Based Cash.

**[Year 1] (TSR-Based Cash) Metric and Performance Determination**

The TSR-Based Cash performance metric will be the Company's total shareholder return (TSR) compared to that of the constituent members of the Russell 2000 Index, in each case for the period beginning January 1, [Year 1] and ending December 31, [Year 3] (the "Performance Period"), and in each case inclusive of dividends and stock splits and using a 30-trading day closing average to determine beginning and ending stock prices for the Performance Period (rTSR). The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index. The list of companies included are based on those in the Russell 2000 Index at the start of the Performance Period. Any companies that are either bankrupt, cease to have publicly reported stock prices or experience a merger/acquisition event during the Performance Period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the Performance Period.

<b>Performance Level</b>	<b>rTSR Ranking</b>	<b>Percentage of the Target Payment Earned <sup>(1)</sup><sub>(2)</sub></b>
Below Threshold	<25 <sup>th</sup> Percentile	0% of the Target Payment
Threshold	25 <sup>th</sup> Percentile	50% of the Target Payment
Target	55 <sup>th</sup> Percentile	100% of the Target Payment
Maximum	80 <sup>th</sup> Percentile or above	200% of the Target Payment

(1) The percentage of the Target Payment earned at performance levels between Threshold and Target, or between Target and Maximum, will be interpolated on a straight-line basis.

(2) The percentage of the Target Payment earned will be capped at 100% of the Target Payment if the Company's absolute TSR is negative for the Performance Period (as determined using the same methodology described above).

In accordance with Section 1 of the Plan, all interpretative questions relating to the determination of performance hereunder will be resolved by the Committee in its sole discretion.

**[Year 1] TSR-Based Cash Vesting Date**

Except as otherwise provided in Section 5, 6 or 7 of the Agreement, the percentage of the Target Payment earned hereunder, if any, will be determined in accordance with the table above and will vest on the later of the third anniversary of the Date of Grant or the date the Committee certifies the rTSR outcome for the Performance Period, provided Grantee then remains in employment or service with the Employer. Any portion of the Target Payment earned and vested hereunder will be paid at the time described in Section 8 of the Agreement.

To the extent not earned, as determined in accordance with the table above, this Award will be forfeited as of the end of the Performance Period.

UNISYS CORPORATION

2024 Long-Term Incentive and Equity Compensation Plan

TSR-Based Cash Award Agreement

Title 42 USC § 12102 – Definition of Disability:

(1) DISABILITY. The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) MAJOR LIFE ACTIVITIES

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) REGARDED AS HAVING SUCH AN IMPAIRMENT: For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the “Addendum”) have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee’s participation in the Plan (e.g., because the information may be out of date at the time that the Award vests).

In addition, the information contained herein is general in nature and may not apply to Grantee’s particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee’s country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee’s employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California

or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## **AUSTRALIA**

### ***Notifications***

#### Securities Law Information

The grant of the Awards is being made pursuant to Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

#### Tax Information

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

#### Exchange Control Information

Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of Grantee. If there is no Australian bank involved in the transfer, Grantee will be required to file the report.

## **AUSTRIA**

### ***Notifications***

#### Exchange Control Information

If Grantee holds cash outside Austria, Grantee may be subject to reporting obligations to the Austrian National Bank. Where the cash amounts held outside Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

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

## **BELGIUM**

There are no country-specific provisions for Belgium.

## **BRAZIL**

### ***Terms and Conditions***

#### Acknowledgement of Nature of Award

This section supplements paragraph 11 of the Agreement:

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### Compliance with Law

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award.

### ***Notifications***

#### Exchange Control Information

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

#### Tax on Financial Transaction (IOF)

Repatriation of funds into Brazil and the conversion between BRL and USD associated with such fund transfers may be subject to the Tax on Financial Transactions. Grantee is responsible for complying with any applicable Tax on

Financial Transactions arising from his or her participation in the Plan. *Grantee should consult with his or her personal tax advisor for additional details.*

## **CANADA**

### Tax Obligation

Notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, and except as expressly and minimally required by applicable legislation, (A) Grantee's employment or service with the Employer shall be considered terminated, and (B) Grantee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from or participate in any portion of the Awards pursuant to the Agreement, will be measured by and immediately terminate effective on the date on which Grantee ceases to actually provide services to the Employer, in either case, regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws or otherwise rendering services or the terms of Grantee's employment or other service agreement, if any (the "Termination Date").

Except as explicitly and minimally required by applicable legislation, the Termination Date will not include nor be extended, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, without limitation, statutory law, regulatory law and common law) in the jurisdiction where Grantee is employed or otherwise providing services or the terms of Grantee's employment or other service agreement, if any. Subject to applicable legislation, in the event the date Grantee is no longer providing actual service cannot be reasonably determined under the terms of the Agreement and/or the Plan, the Company shall have the exclusive discretion to determine when Grantee is no longer actually providing services for purposes of the Awards (including whether Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, however, if applicable employment standards legislation explicitly requires continued entitlement to vesting or other participation during a statutory notice period, Grantee's right to vest in the Awards under the Plan or receive other benefits from or participate in the Plan, if any, will be allowed to continue for that minimum notice period but then immediately terminate effective as of the last day of Grantee's minimum statutory notice period. Grantee will not earn or be entitled to any pro-rated vesting or other benefits or participation if the date on which all or a portion of the vesting condition is met falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting, benefits or other participation. Further, a period during which Grantee is actually providing services to the Company or any subsidiary of the Company excludes any leave of absence other than to the minimum extent required under applicable human rights or employment standards legislation or permitted by the Company. For further clarity, any reference to a termination or cessation of employment or service relationship, the termination or severance of the employer-employee relationship, or a termination date under the Agreement or Plan will be interpreted to mean the Termination Date.

### Nature of Award

Paragraphs 11(iii), 11(viii), 11(x) and 11(xiv) apply to Grantee, except as otherwise explicitly and minimally required by applicable legislation.

## Data Protection

Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

*The following provisions are applicable to Grantees who are resident in Quebec:*

## Data Protection

The following provision supplements Paragraph 14 of the Agreement:

Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information regarding Grantee's grant of Awards from all personnel, professional or not, involved in the administration and operation of the Plan. Grantee further authorizes the Company, any of its subsidiaries, and the administrator of the Plan to disclose and discuss Grantee's participation in the Plan with their advisors. Grantee further authorizes the Company and any of its subsidiaries to record such information and to keep such information in Grantee's employee file. Grantee acknowledges and agrees that Grantee's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, Grantee also acknowledges that the Company, the Employer, any of its subsidiaries, and the administrator of the Plan may use technology for profiling purposes and make automated decisions that may have an impact on Grantee or the administration of the Plan.

## French Language Documents

A French translation of the Agreement and the Plan may be made available to Grantee, to the extent the Company determines that such a translation is required. Grantee 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. However, if the Company determines that translation of such additional information is required, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless Grantee indicates otherwise, the French version of this document and certain other documents related to the Awards will govern Grantee's participation in the Plan.

### Documents en français

*Une traduction française du présent Contrat et du Régime pourrait être mise à la disposition du Bénéficiaire, dans la mesure où la Société détermine qu'une telle traduction est nécessaire. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives à l'offre du Régime peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, si la Société détermine que la traduction de ces informations supplémentaires est nécessaire, la Société traduira en français les documents relatifs à l'offre du Régime dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire de la Contrat, et sauf indication contraire fournie par le Bénéficiaire, la version française du présent document et de certains autres documents relatifs aux Attributions régira la participation du Bénéficiaire au Régime.*

## **COLOMBIA**

### **Terms and Conditions**

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that no cash payment he or she may receive pursuant to the Awards will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the payments Grantee receives pursuant to the Awards are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### **Notifications**

#### Securities Law Information

Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying

with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Award. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

There are no country-specific provisions for Costa Rica.

## **FRANCE**

### ***Terms and Conditions***

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### ***Notifications***

#### Nature of Award

The Awards are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. and L. 22-10-59 and L. 22-10-60 of the French commercial code, as amended.

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **GERMANY**

### ***Notifications***

#### Exchange Control Information

Cross-border payments and certain transactions in excess of EUR 50,000 must be reported to the German Federal Bank (*Bundesbank*). If Grantee makes or receives a payment in excess of this amount, Grantee must report the payment withheld or sold to Bundesbank. The report must be filed either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website ([www.bundesbank.de](http://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 other timing as is permitted or required by Bundesbank.

## **HONG KONG**

### ***Notifications***

#### Securities Law Information

*WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Grantee is advised to exercise caution in relation to the offer. If Grantee is in any doubt about any of the contents of this document, Grantee should obtain independent professional advice. The grant of the Awards does not constitute a public offering of securities under Hong Kong law and is available only to employees of the Company and its subsidiaries. The Agreement, including this Addendum, the Plan and other incidental communication materials distributed in connection with the Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company or its subsidiaries and may not be distributed to any other person.*

#### Nature of Scheme

The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## **HUNGARY**

There are no country-specific provisions for Hungary.

## **INDIA**

### ***Notifications***

#### Exchange Control Information

Grantee is required to repatriate, or cause to be repatriated in India, the cash proceeds upon settlement of the Award and convert such proceeds into local currency within specified timeframes as required under applicable regulations, unless the funds are reinvested in accordance with applicable exchange control laws in India. Grantee also may be required to retain evidence of such repatriation. Grantee also 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 reporting requirements under exchange control laws in India.

It is Grantee's responsibility to comply with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws. Grantee also agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

## **NETHERLANDS**

There are no country-specific provisions for the Netherlands.

## **NEW ZEALAND**

## ***Terms and Conditions***

### Securities Law Information

#### **Warning**

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her rights under the Award.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## **SINGAPORE**

### ***Notifications***

#### Securities Law Information

The Award is being made to Grantee in reliance on the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.). The Plan has not been nor will it be lodged or registered as a prospectus with the Monetary Authority of Singapore.

#### Director Notification Obligation

If Grantee is the director (including an alternate, substitute, or shadow director) of the Company's Singapore subsidiary, Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company's Singapore subsidiary in writing when Grantee receives or disposes of an interest (e.g., Award, the cash payment) in the Company or any parent, subsidiary or affiliate. These notifications must be made within a prescribed period of time from acquiring or disposing of any interest in the Company or any parent, subsidiary or affiliate. In addition, a notification of Grantee's interests in the Company or any parent, subsidiary or affiliate must be made within a prescribed period of time from becoming a director. If Grantee is the chief executive officer ("CEO") of the Company's Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply.

## **SPAIN**

### ***Terms and Conditions***

## Nature of Award

This section supplements paragraph 11 of the Agreement:

In accepting the grant of the Award, Grantee consents to participation in the Plan and acknowledges having received a copy of the Plan.

Grantee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Awards under the Plan to individuals who may be eligible to receive an Award under the Plan. This decision is a limited decision that is entered into upon the express assumptions and conditions that (i) any grant will not bind the Company or any subsidiary of the Company other than as expressly set forth in this Agreement; (ii) the Award and any cash payment issued upon settlement of the Award are not a part of any employment or service contract with the Employer and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever; and (iii) unless otherwise provided in the Agreement, the Award will cease vesting upon the Grantee's termination of employment or service, as detailed below. In addition, Grantee understands that this grant would not be made to Grantee but for the assumptions and conditions referred to above; thus, Grantee acknowledges and freely accepts that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the Award shall be null and void.

Further, Grantee understands and agrees that the Award will be cancelled immediately without entitlement to any cash payment if Grantee's employment or service is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (*i.e.*, subject to a "*despido imprecendente*"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985.

## **SWITZERLAND**

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17 et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

### ***Notifications***

#### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seqq. of the Swiss Federal Act on Financial

Services, as may be amended from time to time (“FinSA”), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

## **UNITED KINGDOM**

### ***Terms and Conditions***

#### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she 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). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee’s behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions (“NIC”) may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

**Exhibit 10.2**

**UNISYS CORPORATION  
2024 Long-Term Incentive and Equity Compensation Plan  
Restricted Stock Unit Agreement**

**In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan as amended (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation ("Unisys" or the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee one share of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Unit that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock  
Units Awarded: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule/Units Vested: The number of shares granted will vest 1/3 on each of the next three anniversaries of the Date of Grant

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. For purposes of this Agreement, to the extent Grantee is not employed by the Company, "Employer" means the subsidiary of the Company that employs Grantee.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Restricted Stock Units awarded under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Units, as set forth in this Agreement (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix A to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 27(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix A to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 14(b) of the Plan (including, without limitation, the requirement that Grantee execute a release of claims in a form reasonably prescribed by the Company as a condition of such accelerated vesting). This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 18, such shares will be issued to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

10.1 Except as illegal or unenforceable under applicable law, to protect the Company's confidential and proprietary information (including trade secrets) and key business relationships, during the Restricted Period, directly or by assisting or directing others, Grantee will not: (a) solicit, or attempt to solicit, any Covered Employee to terminate the employee's employment with Company; or (ii) recruit or otherwise induce any Covered Employee to terminate the employee's employment with Company (collectively the "Employee Non-Solicit Obligations"); (b) solicit, or attempt to solicit, competing business from any Customer; or (ii) otherwise divert any business from any Customer to a competitor of the Company; or (c) within the Territory, perform professional services of the type Grantee provided while employed by the Company for any Company Customer for which Grantee worked during the eighteen (18) months prior to leaving Unisys, unless previously approved by the Company, in writing. For the purposes of this provision, the following definitions apply: (a) "Covered Employee" means any employee of the Company with whom I worked during the Look Back Period; (b) "Customer" means any Company customer to which I was assigned during the Look Back Period; (c) "Look Back Period" means the last eighteen (18) months of Grantee's employment with the Company (or such shorter time as Grantee was employed); (d) "Restricted Period" means (i) the period of Grantee's employment with the Company, and (ii) the one (1) year period following the termination of Grantee's employment with the Company, regardless of why it ends; and (e) "Territory" means any state in which I provided services to a Customer during the Look Back Period.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

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<sup>1</sup>For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement are adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 are limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the Plan is operated and the Awards are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights Grantee may have under this Agreement may be raised only against the Company but not any subsidiary of the Company (including, but not limited to, the Employer); (iii) no subsidiary of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Grantee under this Agreement; (iv) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (v) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (vi) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (vii) Grantee's participation in the Plan is voluntary;

(viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (ix) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (x) the Award and the shares of Stock 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, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (xi) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (xii) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xiii) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xiv) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) and/or the application of any Company recoupment policy or any recovery or clawback policy otherwise required by law; (xv) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xvi) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xvii) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee 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 the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure

the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee 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, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee 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 Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or**

***traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the 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 explicitly required pursuant to applicable law.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee 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.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any additional (or, if so indicated, different) terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the

Award, the additional (or, if so indicated, different) terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

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

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

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could 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 otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee’s responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee’s own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee’s country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock 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 of Stock) in a brokerage or bank account outside Grantee’s country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee’s beneficiary in the case of Grantee’s death during or after Grantee’s termination of employment or service.

UNISYS CORPORATION

Michael Thomson  
President and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my Restricted Stock Unit Award (“Award”) granted to me in accordance with and subject to the terms of this agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the “Addendum”), the “Agreement”) and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan as amended, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my Restricted Stock Unit Award (“Award”) granted to me in accordance with and subject to the terms of this agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the “Addendum”), the “Agreement”) and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

UNISYS CORPORATION

2024 Long-Term Incentive and Equity Compensation Plan  
Restricted Stock Unit Agreement

Title 42 USC § 12102 – Definition of Disability:

(1) DISABILITY. The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) MAJOR LIFE ACTIVITIES

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) REGARDED AS HAVING SUCH AN IMPAIRMENT: For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the “Addendum”) have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee’s participation in the Plan (e.g., because the information may be out of date at the time that the Award vests and shares of Stock are issued, or Grantee sells shares of Stock acquired upon vesting of the Award under the Plan).

In addition, the information contained herein is general in nature and may not apply to Grantee’s particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee’s country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee’s employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## **AUSTRALIA**

### ***Notifications***

#### Securities Law Information

The grant of the Awards is being made pursuant to Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

#### Tax Information

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

#### Exchange Control Information

Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of Grantee. If there is no Australian bank involved in the transfer, Grantee will be required to file the report.

## **AUSTRIA**

### ***Notifications***

#### Exchange Control Information

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

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

## **BELGIUM**

### ***Notifications***

#### Stock Exchange Tax

A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax likely will apply when shares of Stock acquired under the Plan are sold. *Grantee should consult with his or her personal tax or financial advisor for additional details.*

#### Annual Securities Accounts Tax

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

## **BRAZIL**

### ***Terms and Conditions***

#### Acknowledgement of Nature of Award

This section supplements paragraph 11 of the Agreement:

Grantee agrees that the value of the underlying shares of Stock is not fixed and may increase or decrease in value over the vesting period without compensation to Grantee.

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### Compliance with Law

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award, the sale of the shares of Stock acquired under the Plan and the receipt of any dividends.

#### **Notifications**

##### Exchange Control Information

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. Shares of Stock acquired under the Plan that are held outside Brazil (e.g., in a non-Brazilian brokerage account) are among the assets and rights that may need to be reported. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

##### Tax on Financial Transaction (IOF)

Repatriation of funds into Brazil and the conversion between BRL and USD associated with such fund transfers may be subject to the Tax on Financial Transactions. Grantee is responsible for complying with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. *Grantee should consult with his or her personal tax advisor for additional details.*

#### **CANADA**

##### Settlement of Units only in Shares of Stock

Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Restricted Stock Units does not provide Grantee any right to receive a cash payment and the Restricted Stock Units may be settled only by delivery of shares of Stock.

Additionally, notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

##### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, and except as expressly and minimally required by applicable legislation, (A) Grantee's employment or service with the Employer shall be considered terminated, and (B) Grantee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from or participate in any portion of the Restricted Stock Units pursuant to the Agreement, will be measured by and immediately terminate effective on the date on which Grantee ceases to actually provide services to the Employer, in either case, regardless of the reason for such termination and

whether or not later found to be invalid or in breach of employment or other laws or otherwise rendering services or the terms of Grantee's employment or other service agreement, if any (the "Termination Date").

Except as explicitly and minimally required by applicable legislation, the Termination Date will not include nor be extended, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, without limitation, statutory law, regulatory law and common law) in the jurisdiction where Grantee is employed or otherwise providing services or the terms of Grantee's employment or other service agreement, if any. Subject to applicable legislation, in the event the date Grantee is no longer providing actual service cannot be reasonably determined under the terms of the Agreement and/or the Plan, the Company shall have the exclusive discretion to determine when Grantee is no longer actually providing services for purposes of the Restricted Stock Units (including whether Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, however, if applicable employment standards legislation explicitly requires continued entitlement to vesting or other participation during a statutory notice period, Grantee's right to vest in the Restricted Stock Units under the Plan or receive other benefits from or participate in the Plan, if any, will be allowed to continue for that minimum notice period but then immediately terminate effective as of the last day of Grantee's minimum statutory notice period. Grantee will not earn or be entitled to any pro-rated vesting or other benefits or participation if the date on which all or a portion of the vesting condition is met falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting, benefits or other participation. Further, a period during which Grantee is actually providing services to the Company or any subsidiary of the Company excludes any leave of absence other than to the minimum extent required under applicable human rights or employment standards legislation or permitted by the Company. For further clarity, any reference to a termination or cessation of employment or service relationship, the termination or severance of the employer-employee relationship, or a termination date under the Agreement or Plan will be interpreted to mean the Termination Date.

#### Nature of Award

Paragraphs 11(iii), 11(viii), 11(x) and 11(xiv) apply to Grantee, except as otherwise explicitly and minimally required by applicable legislation.

#### Securities Law Information

Shares of Stock acquired under the Plan are subject to certain restrictions on resale imposed by Canadian provincial and territorial securities laws, as applicable. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any shares of Stock acquired by Grantee pursuant to the Plan must be in accordance with the resale rules under applicable Canadian provincial and territorial securities laws, including (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada ("72-503"), if Grantee is a resident in the Province of Ontario; and (b) National Instrument 45-102 Resale of Securities, if Grantee is a resident in the Provinces of Nova Scotia. In Ontario, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Stock Units, provided the conditions set forth in section 2.8 of 72-503 are satisfied. In Nova Scotia, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Restricted Stock Units, provided the conditions set forth in section 2.14 of 45-102 are satisfied. The shares of Stock acquired under the Plan may not be transferred or sold in Canada or to a Canadian resident other than in accordance with applicable provincial or territorial securities laws. Grantee is advised to consult Grantee's legal advisor prior to any resale of shares of Stock.

#### Data Protection

Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

*The following provisions are applicable to Grantees who are resident in Quebec:*

#### Data Protection

The following provision supplements Paragraph 14 of the Agreement:

Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information regarding Grantee's grant of Restricted Stock Units from all personnel, professional or not, involved in the administration and operation of the Plan. Grantee further authorizes the Company, any of its subsidiaries, and the administrator of the Plan to disclose and discuss Grantee's participation in the Plan with their advisors. Grantee further authorizes the Company and any of its subsidiaries to record such information and to keep such information in Grantee's employee file. Grantee acknowledges and agrees that Grantee's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, Grantee also acknowledges that the Company, the Employer, any of its subsidiaries, and the administrator of the Plan may use technology for profiling purposes and make automated decisions that may have an impact on Grantee or the administration of the Plan.

#### French Language Documents

A French translation of the Agreement and the Plan may be made available to Grantee, to the extent the Company determines that such a translation is required. Grantee 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. However, if the Company determines that translation of such additional information is required, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless Grantee indicates otherwise, the French version of this document and certain other documents related to the Restricted Stock Units will govern Grantee's participation in the Plan.

### Documents en français

*Une traduction française du présent Contrat et du Régime pourrait être mise à la disposition du Bénéficiaire, dans la mesure où la Société détermine qu'une telle traduction est nécessaire. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives à l'offre du Régime peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, si la Société détermine que la traduction de ces informations supplémentaires est nécessaire, la Société traduira en français les documents relatifs à l'offre du Régime dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire de la Contrat, et sauf indication contraire fournie par le Bénéficiaire, la version française du présent document et de certains autres documents relatifs aux droits sur des actions assujettis à des restrictions (« RSUs ») régira la participation du Bénéficiaire au Régime.*

## **COLOMBIA**

### **Terms and Conditions**

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that neither the Restricted Stock Units nor any cash payment he or she may receive pursuant to the Restricted Stock Units will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the Restricted Stock Units and any payments Grantee receives pursuant to the Restricted Stock Units are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### **Notifications**

#### Securities Law Information

Shares of Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Vacional de Valores y Emisores*) and therefore the shares of Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying

with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Restricted Stock Units and any shares of Stock acquired or funds received under the Plan. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

There are no country-specific provisions for Costa Rica.

## **FRANCE**

### ***Terms and Conditions***

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### ***Notifications***

#### Nature of Award

The Restricted Stock Units are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. and L. 22-10-59 and L. 22-10-60 of the French commercial code, as amended.

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **GERMANY**

### ***Notifications***

#### Exchange Control Information

Cross-border payments and certain transactions in excess of EUR 50,000 must be reported to the German Federal Bank (*Bundesbank*). If Grantee makes or receives a payment in excess of this amount (including if Grantee acquires shares of Stock with a value in excess of this amount under the Plan or sells shares of Stock and receives proceeds in excess of this amount) and/or if the Company withholds or sells shares of Stock with a value in excess of this amount to cover Tax-Related Items, Grantee must report the payment and/or the value of the shares of Stock withheld or sold to Bundesbank. The report must be filed either electronically using the "General Statistics Reporting

Portal" ("Allgemeines Meldeportal Statistik") available via Bundesbank's website (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 other timing as is permitted or required by Bundesbank.

## **HONG KONG**

### **Terms and Conditions**

#### Form of Settlement

Notwithstanding any discretion contained in the Plan or anything to the contrary in the Agreement, the Restricted Stock Units are payable in shares of Stock only.

#### Sale Restriction

Shares of Stock received at vesting are accepted as a personal investment. In the event that the Restricted Stock Units vest and shares of Stock are issued to Grantee (or Grantee's heirs) within six (6) months of the Date of Grant, Grantee (or Grantee's heirs) agrees that the shares of Stock will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Date of Grant.

### **Notifications**

#### Securities Law Information

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

#### Nature of Scheme

The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## **HUNGARY**

There are no country-specific provisions for Hungary.

## **INDIA**

### **Notifications**

#### Exchange Control Information

Grantee is required to repatriate, or cause to be repatriated in India, the cash proceeds received upon the sale of shares of Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations, unless the funds are reinvested in accordance with applicable exchange control laws in India. Grantee also may be required to retain evidence of such repatriation. Grantee also 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 reporting requirements under exchange control laws in India.

It is Grantee's responsibility to comply with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws. Grantee also agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

## **NETHERLANDS**

There are no country-specific provisions for the Netherlands.

## **NEW ZEALAND**

### ***Terms and Conditions***

#### Securities Law Information

#### **Warning**

This is an offer of Restricted Stock Units over shares of Stock. Shares of Stock give Grantee a stake in the ownership of the Company. Grantee may receive a return if dividends are paid. Shares of Stock are quoted on the New York Stock Exchange ("NYSE"). This means Grantee may be able to sell them on the NYSE if there are interested buyers. Grantee may get less than he or she invested. The price will depend on the demand for the shares of Stock.

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## **SINGAPORE**

### ***Notifications***

### Sale Restriction

Grantee agrees that any shares of Stock issued to Grantee upon vesting and settlement of the Restricted Stock Units will not be offered for sale or sold in Singapore prior to the six (6)-month anniversary of the Date of Grant, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

### Securities Law Information

The Restricted Stock Unit is being made to Grantee in reliance on the “Qualifying Person” exemption under section 273(1)(f) of the SFA and is not being made with the view to the underlying shares of Stock being subsequently offered for sale to any other party. The Plan has not been nor will it be lodged or registered as a prospectus with the Monetary Authority of Singapore.

### Director Notification Obligation

If Grantee is the director (including an alternate, substitute, or shadow director) of the Company’s Singapore subsidiary, Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore subsidiary in writing when Grantee receives an interest (e.g., Restricted Stock Unit or shares of Stock) in the Company or any parent, subsidiary or affiliate. In addition, Grantee must notify the Company’s Singapore subsidiary when Grantee sells shares of Stock or shares of any parent, subsidiary or affiliate (including when Grantee sells shares of Stock issued upon vesting and settlement of the Restricted Stock Unit). These notifications must be made within a prescribed period of time from acquiring or disposing of any interest in the Company or any parent, subsidiary or affiliate. In addition, a notification of Grantee’s interests in the Company or any parent, subsidiary or affiliate must be made within a prescribed period of time from becoming a director. If Grantee is the chief executive officer (“CEO”) of the Company’s Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply.

## **SPAIN**

### ***Terms and Conditions***

#### Nature of Award

This section supplements paragraph 11 of the Agreement:

In accepting the grant of Restricted Stock Units, Grantee consents to participation in the Plan and acknowledges having received a copy of the Plan.

Grantee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Restricted Stock Units under the Plan to individuals who may be eligible to receive a Restricted Stock Unit under the Plan. This decision is a limited decision that is entered into upon the express assumptions and conditions that (i) any grant will not bind the Company or any subsidiary of the Company other than as expressly set forth in this Agreement; (ii) the Restricted Stock Units and any shares of Stock issued upon settlement of the Restricted Stock Units are not a part of any employment or service contract with the Employer and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever; and (iii) unless otherwise provided in the Agreement, the Restricted Stock Units will cease vesting upon the Grantee’s

termination of employment or service, as detailed below. In addition, Grantee understands that this grant would not be made to Grantee but for the assumptions and conditions referred to above; thus, Grantee acknowledges and freely accepts that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the Restricted Stock Units shall be null and void.

Further, Grantee understands and agrees that the unvested Restricted Stock Units will be cancelled immediately without entitlement to any shares of Stock underlying the Restricted Stock Units if Grantee's employment or service is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (*i.e.*, subject to a “*despido improcedente*”), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985.

## **Notifications**

### Securities Law Information

No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of Restricted Stock Units under the Plan. Neither the Plan nor the Agreement have been nor will they be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and they do not constitute a public offering prospectus.

### Exchange Control Information

Grantee is required to electronically declare to the Bank of Spain any security accounts (including brokerage accounts held abroad), as well as the securities (including shares of Stock acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior year or the balances of such accounts as of December 31 of the prior year exceeds EUR 1 million.

Different thresholds and deadlines to file this declaration apply. However, if neither such transactions during the immediately preceding year nor the balances / positions as of December 31 exceed EUR 1 million, no such declaration must be filed unless expressly required by the Bank of Spain. If any of such thresholds were exceeded during the current year, Grantee may be required to file the relevant declaration corresponding to the prior year, however, a summarized form of declaration may be available. *Grantee should consult his or her personal tax or legal advisor for further information regarding his or her exchange control reporting obligations.*

## **SWITZERLAND**

### **Terms and Conditions**

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17 et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the

Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

### ***Notifications***

#### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

### **UNITED KINGDOM**

#### ***Terms and Conditions***

##### Award Payable Only in Shares of Stock

Notwithstanding Section 8(e) of the Plan, Awards granted to Grantees in the United Kingdom shall be paid in shares of Stock only and do not provide any right for Grantee to receive a cash payment.

##### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she 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). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

##### Joint Election

As a condition of participation in the Plan, Grantee agrees to accept any liability for secondary Class 1 NICs (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Award and any

event giving rise to Tax-Related Items. Without prejudice to the foregoing, Grantee agrees to execute a joint election with the Company, in the form formally approved by HMRC (the "Joint Election") and provided by the Company, and any other consent or election required to accomplish the transfer of the liability for Employer NICs to Grantee. Grantee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. Grantee further agrees that the Company and/or the Employer may collect the Employer NICs from him or her by any of the means set forth in paragraph 13 of the Agreement or in accordance with the Joint Election.

If Grantee does not enter into a Joint Election prior to vesting of the Award, he or she will not be entitled to vest in the Award and no shares of Stock will be issued to Grantee under the Plan, without any liability to the Company and/or the Employer.

**Exhibit 10.3**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**Profit-Based Cash Award Agreement**

**In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan as amended (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation ("Unisys" or the "Company"), hereby grants to the grantee named below ("Grantee") a Profit-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Target Payment: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Date: The Vesting Date is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. For purposes of this Agreement, to the extent Grantee is not employed by the Company, "Employer" means the subsidiary of the Company that employs Grantee.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (the "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event Grantee's termination of employment or service occurs due to Grantee's death and the Award is unvested and outstanding as of the date of Grantee's termination, then in full satisfaction of Grantee's rights hereunder, the Award will immediately become vested with respect to the Target Payment amount.

6. In the event Grantee's termination of employment or service by the Employer occurs due to Disability (as defined in Appendix B to this Agreement) and the Award is unvested and outstanding as of the date of Grantee's termination, then in full satisfaction of Grantee's rights hereunder, the Award will immediately become vested with respect to the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 27(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event Grantee's employment or service is terminated within two years following the date of a Change in Control either (i) by the Employer other than for Cause, or (ii) by Grantee for Good Reason, and the Award is unvested and outstanding as of the date of Grantee's termination of employment or service, then in full satisfaction of Grantee's rights hereunder, the Award will become vested in accordance with the rules under Section 14(b) of the Plan (including, without limitation, the rule requiring that Grantee execute a release of claims in a form reasonably prescribed by the Company as a condition of such accelerated vesting). This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 18, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

10.1 Except as illegal or unenforceable under applicable law, to protect the Company's confidential and proprietary information (including trade secrets) and key business relationships, during the Restricted Period, directly or by assisting or directing others, Grantee will not: (a) solicit, or attempt to solicit, any Covered Employee to terminate the employee's employment with Company; or (ii) recruit or otherwise induce any Covered Employee to terminate the employee's employment with Company (collectively the "Employee Non-Solicit Obligations"); (b) solicit, or attempt to solicit, competing business from any Customer; or (ii) otherwise divert any business from any Customer to a competitor of the Company; or (c) within the Territory, perform professional services of the type Grantee provided while employed by the Company for any Company Customer for which Grantee worked during the eighteen (18) months prior to leaving Unisys, unless previously approved by the Company, in writing. For the purposes of this provision, the following definitions apply: (a) "Covered Employee" means any employee of the Company with whom I worked during the Look Back Period; (b) "Customer" means any Company customer to which I was assigned during the Look Back Period; (c) "Look Back Period" means the last eighteen (18) months of Grantee's employment with the Company (or such shorter time as Grantee was employed); (d) "Restricted Period" means (i) the period of Grantee's employment with the Company, and (ii) the one (1) year period following the termination of Grantee's employment with the Company, regardless of why it ends; and (e) "Territory" means any state in which I provided services to a Customer during the Look Back Period.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

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<sup>1</sup>For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement are adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 are limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the Plan is operated and the Awards are granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights Grantee may have under this Agreement may be raised only against the Company but not any subsidiary of the Company (including, but not limited to, the Employer); (iii) no subsidiary of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Grantee under this Agreement; (iv) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards or benefits in lieu thereof; (v) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee or its designee; (vi) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (vii) Grantee's participation in the Plan is voluntary; (viii) the Award, and the income from and value of same, are extraordinary items that do not constitute compensation

of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (ix) the Award, and the income from and value of same, are not intended to replace any pension rights or compensation; (x) the Award, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (xi) unless otherwise agreed with the Company, the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (xii) the future value of the Award is unknown, indeterminable, and cannot be predicted with certainty; (xiii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); and/or the application of any Company recoupment policy or any recovery or clawback policy otherwise required by law; (xiv) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award; and (xvi) in the event the Company is required to prepare an accounting restatement, the Award, and any amounts received in respect of the Award, may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee 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 the Award, including, but not limited to, the grant, vesting or settlement of the Award; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee 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, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this

regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability and Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities.

Finally, within ninety (90) days of any tax liability arising, Grantee 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 Grantee's participation in the Plan that are not satisfied by the means previously described.

14. ***Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the 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 explicitly required pursuant to applicable law.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee 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.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but payment shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, payment will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any additional (or, if so indicated, different) terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the additional (or, if so indicated, different) terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan and on the Award, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to the Award.

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

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could 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 otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock 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 of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Michael Thomson

President and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my Profit-Based Cash Award (“Award”) granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the “Addendum”), the “Agreement”) and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my Profit-Based Cash Award (“Award”) granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the “Addendum”), the “Agreement”) and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, as amended. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan  
Profit-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are Profit-Based Cash.

**[Year 1] Profit-Based Cash Metric and Performance Determination**

The Target Payment, or a specified percentage of the Target Payment, may be earned hereunder to the extent "Non-GAAP Operating Profit" (as defined below) achieves the corresponding level shown in the table below.

"Non-GAAP Operating Profit" - for the Performance Period (as defined below) means the Company's Non-GAAP Operating Profit as defined and reflected in the Company's earnings release and/or financial statements.

"Performance Period" means the period beginning January 1, [Year 1] and ending December 31, [Year 3].

<b>Performance Level</b>	<b>Non-GAAP Operating Profit (\$M)</b>	<b>Percentage of the Target Payment Earned<sup>(1)</sup></b>
Below Threshold		0% of the Target Payment
Threshold		50% of the Target Payment
Target		100% of the Target Payment
Maximum		200% of the Target Payment

- (1) The percentage of the Target Payment earned at performance levels between Threshold and Target, or between Target and Maximum, will be interpolated on a straight-line basis.

In accordance with Section 1 of the Plan, all interpretative questions relating to the determination of performance hereunder will be resolved by the Committee in its sole discretion.

**The performance levels shown in the table above and information regarding the Company's actual Non-GAAP Operating Profit are confidential and may be deemed material non-public information, as defined in the Company's Insider Trading Policy.**

**[Year 1] Profit-Based Cash Vesting Date**

Except as otherwise provided in Section 5, 6 or 7 of the Agreement, the percentage of the Target Payment earned hereunder, if any, will be determined in accordance with the table above and will vest on the later of the third anniversary of the Date of Grant or the date the Committee certifies the Non-GAAP Operating Profit, provided

Grantee then remains in employment or service with the Employer. Any portion of the Target Payment earned and vested hereunder will be paid at the time described in Section 8 of the Agreement.

To the extent not earned, as determined in accordance with the table above, this Award will be forfeited as of the end of the Performance Period.

UNISYS CORPORATION

2024 Long-Term Incentive and Equity Compensation Plan

Profit-Based Cash Award Agreement

Title 42 USC § 12102 – Definition of Disability:

(1) DISABILITY. The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) MAJOR LIFE ACTIVITIES

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) REGARDED AS HAVING SUCH AN IMPAIRMENT: For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the “Addendum”) have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee’s participation in the Plan (e.g., because the information may be out of date at the time that the Award vests).

In addition, the information contained herein is general in nature and may not apply to Grantee’s particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee’s country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee’s employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California

or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## **AUSTRALIA**

### ***Notifications***

#### Securities Law Information

The grant of the Awards is being made pursuant to Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

#### Tax Information

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

#### Exchange Control Information

Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of Grantee. If there is no Australian bank involved in the transfer, Grantee will be required to file the report.

## **AUSTRIA**

### ***Notifications***

#### Exchange Control Information

If Grantee holds cash outside Austria, Grantee may be subject to reporting obligations to the Austrian National Bank. Where the cash amounts held outside Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

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

## **BELGIUM**

There are no country-specific provisions for Belgium.

## **BRAZIL**

### ***Terms and Conditions***

#### Acknowledgement of Nature of Award

This section supplements paragraph 11 of the Agreement:

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### Compliance with Law

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award.

### ***Notifications***

#### Exchange Control Information

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

#### Tax on Financial Transaction (IOF)

Repatriation of funds into Brazil and the conversion between BRL and USD associated with such fund transfers may be subject to the Tax on Financial Transactions. Grantee is responsible for complying with any applicable Tax on

Financial Transactions arising from his or her participation in the Plan. *Grantee should consult with his or her personal tax advisor for additional details.*

## **CANADA**

### Tax Obligation

Notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, and except as expressly and minimally required by applicable legislation, (A) Grantee's employment or service with the Employer shall be considered terminated, and (B) Grantee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from or participate in any portion of the Awards pursuant to the Agreement, will be measured by and immediately terminate effective on the date on which Grantee ceases to actually provide services to the Employer, in either case, regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws or otherwise rendering services or the terms of Grantee's employment or other service agreement, if any (the "Termination Date").

Except as explicitly and minimally required by applicable legislation, the Termination Date will not include nor be extended, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, without limitation, statutory law, regulatory law and common law) in the jurisdiction where Grantee is employed or otherwise providing services or the terms of Grantee's employment or other service agreement, if any. Subject to applicable legislation, in the event the date Grantee is no longer providing actual service cannot be reasonably determined under the terms of the Agreement and/or the Plan, the Company shall have the exclusive discretion to determine when Grantee is no longer actually providing services for purposes of the Awards (including whether Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, however, if applicable employment standards legislation explicitly requires continued entitlement to vesting or other participation during a statutory notice period, Grantee's right to vest in the Awards under the Plan or receive other benefits from or participate in the Plan, if any, will be allowed to continue for that minimum notice period but then immediately terminate effective as of the last day of Grantee's minimum statutory notice period. Grantee will not earn or be entitled to any pro-rated vesting or other benefits or participation if the date on which all or a portion of the vesting condition is met falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting, benefits or other participation. Further, a period during which Grantee is actually providing services to the Company or any subsidiary of the Company excludes any leave of absence other than to the minimum extent required under applicable human rights or employment standards legislation or permitted by the Company. For further clarity, any reference to a termination or cessation of employment or service relationship, the termination or severance of the employer-employee relationship, or a termination date under the Agreement or Plan will be interpreted to mean the Termination Date.

### Nature of Award

Paragraphs 11(iii), 11(viii), 11(x) and 11(xiv) apply to Grantee, except as otherwise explicitly and minimally required by applicable legislation.

## Data Protection

Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

*The following provisions are applicable to Grantees who are resident in Quebec:*

## Data Protection

The following provision supplements Paragraph 14 of the Agreement:

Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information regarding Grantee's grant of Awards from all personnel, professional or not, involved in the administration and operation of the Plan. Grantee further authorizes the Company, any of its subsidiaries, and the administrator of the Plan to disclose and discuss Grantee's participation in the Plan with their advisors. Grantee further authorizes the Company and any of its subsidiaries to record such information and to keep such information in Grantee's employee file. Grantee acknowledges and agrees that Grantee's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, Grantee also acknowledges that the Company, the Employer, any of its subsidiaries, and the administrator of the Plan may use technology for profiling purposes and make automated decisions that may have an impact on Grantee or the administration of the Plan.

## French Language Documents

A French translation of the Agreement and the Plan may be made available to Grantee, to the extent the Company determines that such a translation is required. Grantee 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. However, if the Company determines that translation of such additional information is required, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless Grantee indicates otherwise, the French version of this document and certain other documents related to the Awards will govern Grantee's participation in the Plan.

### Documents en français

*Une traduction française du présent Contrat et du Régime pourrait être mise à la disposition du Bénéficiaire, dans la mesure où la Société détermine qu'une telle traduction est nécessaire. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives à l'offre du Régime peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, si la Société détermine que la traduction de ces informations supplémentaires est nécessaire, la Société traduira en français les documents relatifs à l'offre du Régime dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire de la Contrat, et sauf indication contraire fournie par le Bénéficiaire, la version française du présent document et de certains autres documents relatifs aux Attributions régira la participation du Bénéficiaire au Régime.*

## **COLOMBIA**

### **Terms and Conditions**

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that no cash payment he or she may receive pursuant to the Awards will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the payments Grantee receives pursuant to the Awards are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### **Notifications**

#### Securities Law Information

Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying

with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Award. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

There are no country-specific provisions for Costa Rica.

## **FRANCE**

### ***Terms and Conditions***

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### ***Notifications***

#### Nature of Award

The Awards are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. and L. 22-10-59 and L. 22-10-60 of the French commercial code, as amended.

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **GERMANY**

### ***Notifications***

#### Exchange Control Information

Cross-border payments and certain transactions in excess of EUR 50,000 must be reported to the German Federal Bank (*Bundesbank*). If Grantee makes or receives a payment in excess of this amount, Grantee must report the payment withheld or sold to Bundesbank. The report must be filed either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website ([www.bundesbank.de](http://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 other timing as is permitted or required by Bundesbank.

## **HONG KONG**

### ***Notifications***

#### Securities Law Information

*WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Grantee is advised to exercise caution in relation to the offer. If Grantee is in any doubt about any of the contents of this document, Grantee should obtain independent professional advice. The grant of the Awards does not constitute a public offering of securities under Hong Kong law and is available only to employees of the Company and its subsidiaries. The Agreement, including this Addendum, the Plan and other incidental communication materials distributed in connection with the Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company or its subsidiaries and may not be distributed to any other person.*

#### Nature of Scheme

The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## **HUNGARY**

There are no country-specific provisions for Hungary.

## **INDIA**

### ***Notifications***

#### Exchange Control Information

Grantee is required to repatriate, or cause to be repatriated in India, the cash proceeds upon settlement of the Award and convert such proceeds into local currency within specified timeframes as required under applicable regulations, unless the funds are reinvested in accordance with applicable exchange control laws in India. Grantee also may be required to retain evidence of such repatriation. Grantee also 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 reporting requirements under exchange control laws in India.

It is Grantee's responsibility to comply with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws. Grantee also agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

## **NETHERLANDS**

There are no country-specific provisions for the Netherlands.

## **NEW ZEALAND**

## ***Terms and Conditions***

### Securities Law Information

#### **Warning**

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her rights under the Award.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## **SINGAPORE**

### ***Notifications***

#### Securities Law Information

The Award is being made to Grantee in reliance on the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.). The Plan has not been nor will it be lodged or registered as a prospectus with the Monetary Authority of Singapore.

#### Director Notification Obligation

If Grantee is the director (including an alternate, substitute, or shadow director) of the Company's Singapore subsidiary, Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company's Singapore subsidiary in writing when Grantee receives or disposes of an interest (e.g., Award, the cash payment) in the Company or any parent, subsidiary or affiliate. These notifications must be made within a prescribed period of time from acquiring or disposing of any interest in the Company or any parent, subsidiary or affiliate. In addition, a notification of Grantee's interests in the Company or any parent, subsidiary or affiliate must be made within a prescribed period of time from becoming a director. If Grantee is the chief executive officer ("CEO") of the Company's Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply.

## **SPAIN**

### ***Terms and Conditions***

#### Nature of Award

This section supplements paragraph 11 of the Agreement:

In accepting the grant of the Award, Grantee consents to participation in the Plan and acknowledges having received a copy of the Plan.

Grantee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Awards under the Plan to individuals who may be eligible to receive an Award under the Plan. This decision is a limited decision that is entered into upon the express assumptions and conditions that (i) any grant will not bind the Company or any subsidiary of the Company other than as expressly set forth in this Agreement; (ii) the Award and any cash payment issued upon settlement of the Award are not a part of any employment or service contract with the Employer and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever; and (iii) unless otherwise provided in the Agreement, the Award will cease vesting upon the Grantee's termination of employment or service, as detailed below. In addition, Grantee understands that this grant would not be made to Grantee but for the assumptions and conditions referred to above; thus, Grantee acknowledges and freely accepts that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the Award shall be null and void.

Further, Grantee understands and agrees that the Award will be cancelled immediately without entitlement to any cash payment if Grantee's employment or service is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (*i.e.*, subject to a "*despido improcedente*"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985.

## **SWITZERLAND**

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17 et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

### ***Notifications***

#### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seqq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly

available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

## **UNITED KINGDOM**

### ***Terms and Conditions***

#### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she 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). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

UNISYS CORPORATION

Time-Based Cash Award Agreement

**In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof, Unisys Corporation, a Delaware corporation ("Unisys" or the "Company"), hereby grants to the grantee named below ("Grantee") a time-based cash Incentive Award (the "Award"). The Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for the portion of the Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the applicable vesting date (unless otherwise provided in this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Cash Award Amount: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Dates: 1/3 of the Cash Award Amount shall vest on each of the first, second and third anniversaries of the Date of Grant (each such vesting date, a "Vesting Date")

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan as amended (the "Plan"). For purposes of this Agreement, to the extent Grantee is not employed by the Company, "Employer" means the subsidiary of the Company that employs Grantee.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided in this Agreement, any portion of the Award that is unvested and outstanding will be forfeited and all rights of Grantee with respect to such Award will terminate without any payment by the

Company upon termination of employment or service by Grantee or by the Employer prior to the applicable Vesting Date, as set forth in this Agreement.

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. Each payment that becomes due hereunder shall be made only in cash. Except as otherwise provided in paragraph 15, when any portion of this Award vests, payment with respect to that vested portion will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement occurs, but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

6. This Agreement shall be administered by the Committee who shall have full power and express discretionary authority to administer and interpret this Agreement as it deems necessary or advisable, in its sole discretion. The Committee's interpretations of this Agreement and all determinations made by the Committee pursuant to the powers vested in it hereunder shall be conclusive and binding on all persons having any interest in this Agreement. All powers of the Committee shall be executed in its sole discretion, in the best interest of the Company, not as a fiduciary, and in keeping with the objectives of this Agreement and need not be uniform as to similarly situated Grantees.

7. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

7.1 Except as illegal or unenforceable under applicable law, to protect the Company's confidential and proprietary information (including trade secrets) and key business relationships, during the Restricted Period, directly or by assisting or directing others, Grantee will not: (a) solicit, or attempt to solicit, any Covered Employee to terminate the employee's employment with Company; or (ii) recruit or otherwise induce any Covered Employee to terminate the employee's employment with Company (collectively the "Employee Non-Solicit Obligations"); (b) solicit, or attempt to solicit, competing business from any Customer; or (ii) otherwise divert any business from any Customer to a competitor of the Company; or (c) within the Territory, perform professional services of the type Grantee provided while employed by the Company for any Company Customer for which Grantee worked during the eighteen (18) months prior to leaving Unisys, unless previously approved by the Company, in writing. For the purposes of this provision, the following definitions apply: (a) "Covered Employee" means any employee of the Company with whom I worked during the Look Back Period; (b) "Customer" means any Company customer to which I was assigned during the Look Back Period; (c) "Look Back Period" means the last eighteen (18) months of Grantee's employment with the Company (or such shorter time as Grantee was employed); (d) "Restricted Period" means (i) the period of Grantee's employment with the Company, and (ii) the one (1) year period following the termination of Grantee's employment

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<sup>1</sup>For purposes of this paragraph 7, the term "Unisys" shall include the Company and all of its subsidiaries.

with the Company, regardless of why it ends; and (e) "Territory" means any state in which I provided services to a Customer during the Look Back Period.

7.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 7 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

7.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 7.

7.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 7.1 to its successors and assigns without any further consent from Grantee.

7.5 The provisions contained in this paragraph 7 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

7.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 7.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 7.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 7.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

7.7 Grantee agrees that the benefits received under this Agreement are adequate consideration, sufficient to make the covenants in Section 7 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 7.1 are limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

7.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Grantee is required to sign the Agreement.

7.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

8. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Award is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by law; (ii) the Award is granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights Grantee may have under this Agreement may be raised only against the Company but not any subsidiary of the Company (including, but not limited to, the Employer); (iii) no subsidiary of the Company (including, but not limited to, the Employer) has any obligation to make any payment of any kind to Grantee under this Agreement; (iv) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards or benefits in lieu thereof; (v) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee or its designee; (vi) the grant of the Award shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (vii) Grantee's acceptance of the Award is voluntary; (viii) the Award, and the income from and value of same, are extraordinary items that do not constitute routine compensation for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (ix) the Award, and the income from and value of same, are not intended to replace any pension rights or compensation; (x) the Award, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (xi) unless otherwise agreed with the Company, the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); and/or the application of any Company recoupment policy or any recovery or clawback policy otherwise required by law; (xiii) the Award will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise required by law or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due

to Grantee pursuant to the settlement of the Award; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, and any amounts received in respect of the Award, may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

9. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's acceptance of the Award. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's acceptance of the Award.

10. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's acceptance of the Award and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee 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 the Award, including, but not limited to, the grant, vesting or settlement of the Award; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee 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, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by withholding from amounts otherwise payable hereunder, or from Grantee's wages or other cash compensation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability Grantee may seek a refund from the applicable tax authorities.

Finally, within ninety (90) days of any tax liability arising, Grantee 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 Grantee's acceptance of the Award that are not satisfied by the means previously described.

11. ***Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Award, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's Award. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of***

***this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Award. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the administration of the Award and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to receive the Award.***

12. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement.

13. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement. If Grantee has received this Agreement or any other document related to the Award 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 explicitly required pursuant to applicable law.

14. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future receipt of an Award by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

15. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

16. The Award shall be subject to any additional (or, if so indicated, different) terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the additional (or, if so indicated, different) terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

17. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

18. The Company reserves the right to impose other requirements on the Award, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

19. Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to the Award.

20. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

21. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold cash received in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of acceptance of the Award to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

UNISYS CORPORATION

Michael Thomson  
President and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my Time-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement"). I acknowledge that I have read and understand the terms of this Agreement and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my Time-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement"). I acknowledge that I have read and understand the terms of this Agreement. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

**UNISYS CORPORATION**  
**Time-Based Cash Award Agreement**  
**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the "Addendum") have the meanings set forth in the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Agreement if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her Award. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee's Award (e.g., because the information may be out of date at the time that the Award vests).

In addition, the information contained herein is general in nature and may not apply to Grantee's particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee's country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## **AUSTRALIA**

### ***Notifications***

#### Securities Law Information

The grant of the Awards is being made pursuant to Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

#### Tax Information

Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act) to the Award.

#### Exchange Control Information

Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of Grantee. If there is no Australian bank involved in the transfer, Grantee will be required to file the report.

## **AUSTRIA**

### ***Notifications***

### Exchange Control Information

If Grantee holds cash outside Austria, Grantee may be subject to reporting obligations to the Austrian National Bank. Where the cash amounts held outside Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

## **BELGIUM**

There are no country-specific provisions for Belgium.

## **BRAZIL**

### ***Terms and Conditions***

#### Acknowledgement of Nature of Award

This section supplements paragraph 11 of the Agreement:

Grantee agrees that, for all legal purposes, (i) the Award is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### Compliance with Law

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award.

### ***Notifications***

#### Exchange Control Information

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

#### Tax on Financial Transaction (IOF)

Repatriation of funds into Brazil and the conversion between BRL and USD associated with such fund transfers may be subject to the Tax on Financial Transactions. Grantee is responsible for complying with any applicable Tax on Financial Transactions arising from his or her Award.. *Grantee should consult with his or her personal tax advisor for additional details.*

## **CANADA**

#### Tax Obligation

Notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

#### Termination of Employment

Notwithstanding anything else in the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, and except as expressly and minimally required by applicable legislation, (A) Grantee's employment or service with the Employer shall be considered terminated, and (B) Grantee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from or participate in any portion of the Awards pursuant to the Agreement, will be measured by and immediately terminate effective on the date on which Grantee ceases to actually provide services to the Employer, in either case, regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws or otherwise rendering services or the terms of Grantee's employment or other service agreement, if any (the "Termination Date").

Except as explicitly and minimally required by applicable legislation, the Termination Date will not include nor be extended, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, without limitation, statutory law, regulatory law and common law) in the jurisdiction where Grantee is employed or otherwise providing services or the terms of Grantee's employment or other service agreement, if any. Subject to applicable legislation, in the event the date Grantee is no longer providing actual service cannot be reasonably determined under the terms of the Agreement, the Company shall have the exclusive discretion to determine when Grantee is no longer actually providing services for purposes of the Awards (including whether Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, however, if applicable employment standards legislation explicitly requires continued entitlement to vesting or other participation during a statutory notice period, Grantee's right to vest in the Awards under the Agreement or receive other benefits from or participate in the Agreement, if any, will be allowed to continue for that minimum notice period but then immediately terminate effective as of the last day of Grantee's minimum statutory notice period. Grantee will not earn or be entitled to any pro-rated vesting or other benefits or participation if the date on which all or a portion of the vesting condition is met falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting, benefits or other participation. Further, a period during which Grantee is actually providing services to the Company or any subsidiary of the Company excludes any leave of absence other than to the minimum extent required under applicable human rights or employment standards legislation or permitted by the Company. For further clarity, any reference to a termination or cessation of employment or service relationship, the termination or severance of the employer-employee relationship, or a termination date under the Agreement will be interpreted to mean the Termination Date.

#### Nature of Award

Paragraphs 11(iii), 11(viii), 11(x) and 11(xiv) apply to Grantee, except as otherwise explicitly and minimally required by applicable legislation.

#### Data Protection

Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement.**

**Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Award, such as Fidelity Stock Plan Services, LLC (“Fidelity”) or its successor for the exclusive purpose of implementing, administering and managing Grantee’s Award. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Award between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Award. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company’s shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company’s, the Employer’s and/or the Grantee’s tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Award and that Grantee’s refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee’s ability to participate in the Award.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

*The following provisions are applicable to Grantees who are resident in Quebec:*

#### Data Protection

The following provision supplements Paragraph 14 of the Agreement:

Grantee hereby authorizes the Company and the Company’s representatives to discuss with and obtain all relevant information regarding Grantee’s grant of Awards from all personnel, professional or not, involved in the administration and operation of the Award. Grantee further authorizes the Company, any of its subsidiaries, and the administrator of the Award to disclose and discuss Grantee’s participation in the Agreement with their advisors. Grantee further authorizes the Company and any of its subsidiaries to record such information and to keep such information in Grantee’s employee file. Grantee acknowledges and agrees that Grantee’s personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, Grantee also acknowledges that the Company, the Employer, any of its subsidiaries, and the administrator of the Award may use technology for profiling purposes and make automated decisions that may have an impact on Grantee or the administration of the Award..

#### French Language Documents

A French translation of the Agreement may be made available to Grantee, to the extent the Company determines that such a translation is required. Grantee understands that, from time to time, additional information related to the offering under the Agreement might be provided in English and such information may not be immediately available in French. However, if the Company determines that translation of such additional information is required, the Company will translate into French documents related to the offering under the Agreement as soon as reasonably practicable.

Notwithstanding anything to the contrary in the Agreement, and unless Grantee indicates otherwise, the French version of this document and certain other documents related to the Awards will govern Grantee's participation

### Documents en français

*Une traduction française du présent Contrat pourrait être mise à la disposition du Bénéficiaire, dans la mesure où la Société détermine qu'une telle traduction est nécessaire. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives à l'offre au titre du Contrat peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, si la Société détermine que la traduction de ces informations supplémentaires est nécessaire, la Société traduira en français les documents relatifs à l'offre au titre du Contrat dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire de la Contrat, et sauf indication contraire fournie par le Bénéficiaire, la version française du présent document et de certains autres documents relatifs aux Attributions régira la participation du Bénéficiaire au Contrat.*

## **COLOMBIA**

### **Terms and Conditions**

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that no cash payment he or she may receive pursuant to the Awards will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the payments Grantee receives pursuant to the Awards are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### **Notifications**

#### Securities Law Information

Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Award. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

There are no country-specific provisions for Costa Rica.

## FRANCE

### **Terms and Conditions**

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### **Notifications**

#### Nature of Award

The Awards are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. and L. 22-10-59 and L. 22-10-60 of the French commercial code, as amended.

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## GERMANY

### **Notifications**

#### Exchange Control Information

Cross-border payments and certain transactions in excess of EUR 50,000 must be reported to the German Federal Bank (*Bundesbank*). If Grantee makes or receives a payment in excess of this amount, Grantee must report the payment withheld or sold to Bundesbank. The report must be filed either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website ([www.bundesbank.de](http://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 other timing as is permitted or required by Bundesbank.

## HONG KONG

### **Notifications**

#### Securities Law Information

**WARNING:** *The contents of this document have not been reviewed by any regulatory authority in Hong Kong. Grantee is advised to exercise caution in relation to the offer. If Grantee is in any doubt about any of the contents of*

*this document, Grantee should obtain independent professional advice. The grant of the Awards does not constitute a public offering of securities under Hong Kong law and is available only to employees of the Company and its subsidiaries. The Agreement, including this Addendum, and other incidental communication materials distributed in connection with the Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company or its subsidiaries and may not be distributed to any other person.*

#### Nature of Award

The Company specifically intends that the Award will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

#### **HUNGARY**

There are no country-specific provisions for Hungary.

#### **INDIA**

##### ***Notifications***

##### Exchange Control Information

Grantee is required to repatriate, or cause to be repatriated in India, the cash proceeds upon settlement of the Award and convert such proceeds into local currency within specified timeframes as required under applicable regulations, unless the funds are reinvested in accordance with applicable exchange control laws in India. Grantee also may be required to retain evidence of such repatriation. Grantee also may be required to provide information regarding funds received from the Award to the Company and/or the Employer to enable them to comply with reporting requirements under exchange control laws in India.

It is Grantee's responsibility to comply with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws. Grantee also agrees to provide any information that may be required by the Company or the Employer to make any applicable filings under exchange control laws in India.

#### **NETHERLANDS**

There are no country-specific provisions for the Netherlands.

#### **NEW ZEALAND**

##### ***Terms and Conditions***

##### Securities Law Information

##### **Warning**

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her rights under the Award.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## **SINGAPORE**

### ***Notifications***

#### Securities Law Information

The Award is being made to Grantee in reliance on the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.). The Agreement has not been nor will it be lodged or registered as a prospectus with the Monetary Authority of Singapore.

#### Director Notification Obligation

If Grantee is the director (including an alternate, substitute, or shadow director) of the Company's Singapore subsidiary, Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company's Singapore subsidiary in writing when Grantee receives or disposes of an interest (e.g., Award, the cash payment) in the Company or any parent, subsidiary or affiliate. These notifications must be made within a prescribed period of time from acquiring or disposing of any interest in the Company or any parent, subsidiary or affiliate. In addition, a notification of Grantee's interests in the Company or any parent, subsidiary or affiliate must be made within a prescribed period of time from becoming a director. If Grantee is the chief executive officer ("CEO") of the Company's Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply.

## **SPAIN**

### ***Terms and Conditions***

#### Nature of Award

This section supplements paragraph 11 of the Agreement:

In accepting the grant of the Award, Grantee consents to the Agreement and acknowledges having received a copy of the Agreement.

Grantee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Awards to individuals who may be eligible to receive an Award under the Agreement. This decision is a limited decision that is entered into upon the express assumptions and conditions that (i) any grant will not bind the

Company or any subsidiary of the Company other than as expressly set forth in this Agreement; (ii) the Award and any cash payment issued upon settlement of the Award are not a part of any employment or service contract with the Employer and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever; and (iii) unless otherwise provided in the Agreement, the Award will cease vesting upon the Grantee's termination of employment or service, as detailed below. In addition, Grantee understands that this grant would not be made to Grantee but for the assumptions and conditions referred to above; thus, Grantee acknowledges and freely accepts that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the Award shall be null and void.

Further, Grantee understands and agrees that the Award will be cancelled immediately without entitlement to any cash payment if Grantee's employment or service is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (*i.e.*, subject to a "*despido imprevisto*"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985.

## **SWITZERLAND**

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Agreement shall be in the account of Grantee, in accordance with Article 17 et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

### ***Notifications***

#### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seqq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (*e.g.*, the Swiss Financial Market Supervisory Authority).

## **UNITED KINGDOM**

### ***Terms and Conditions***

#### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she 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). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

## Exhibit 31.1

### CERTIFICATION

I, Michael M. Thomson, certify that:

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

Date: May 6, 2026

Name: /s/ Michael M. Thomson  
Michael M. Thomson  
Title: Chief Executive Officer and President

## Exhibit 31.2

### CERTIFICATION

I, Debra McCann, certify that:

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

Date: May 6, 2026

	/s/ Debra McCann
Name:	Debra McCann
Title:	Executive Vice President and Chief Financial Officer

## Exhibit 32.1

### CERTIFICATION OF PERIODIC REPORT

I, Michael M. Thomson, Chief Executive Officer and President of Unisys Corporation (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2026 (the “Report”) fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2026

/s/ Michael M. Thomson

Michael M. Thomson  
President and Chief Executive Officer

A signed original 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.

## Exhibit 32.2

### CERTIFICATION OF PERIODIC REPORT

I, Debra McCann, Executive Vice President and Chief Financial Officer of Unisys Corporation (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2026 (the “Report”) fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2026

/s/ Debra McCann

Debra McCann

Executive Vice President and Chief Financial Officer

A signed original 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.