

Risk Factors Comparison 2024-02-27 to 2023-02-27 Form: 10-K

Legend: New Text Removed Text Unchanged Text Moved Text Section

The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Election of Directors," "Section 16 (a) Beneficial Ownership Reporting Compliance" and "Corporate Governance" and is incorporated herein by reference. The following table sets forth certain information concerning the principal executive officers of the Company, including their ages and positions. Year Assumed Name Age Title Present Title Timothy J. Donahue ~~60~~ 61
President and Chief Executive Officer 2016 Kevin C. Clothier ~~54~~ 55 Senior Vice President and Chief Financial Officer 2022 Gerard H. Gifford ~~67~~ 68 Executive Vice President and Chief Operating Officer 2017 Djalma Novaes, Jr. ~~62~~ 63 President – Americas Division 2015 Hoek ~~Division 2015~~ Carlos Baila 56 ~~Huat Goh 68~~ President – Asia Pacific Division 2018 Matthew ~~Division 2023~~ Matthew R. Madeksza 59 Madeksza 60 President – Transit Packaging Division 2022 Christy L. Kalous ~~43~~ 44 Vice President and Corporate Controller 2022

ITEM 11. EXECUTIVE COMPENSATION The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Executive Compensation," "Compensation Discussion and Analysis" and "Corporate Governance" and is incorporated herein by reference. Crown Holdings, Inc. ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS Certain information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Proxy Statement – Meeting, ~~April 27~~ May 2, 2023-2024" and "Common Stock Ownership of Certain Beneficial Owners, Directors and Executive Officers" and is incorporated herein by reference. The following table provides information as of December 31, ~~2022~~ 2023 with respect to shares of the Company's Common Stock that may be issued under its equity compensation plans: Equity Compensation Plan Information Plan category Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a) Weighted average Exercise Price of Outstanding Options, Warrants and Rights (b) Number of Securities Remaining Available For Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected In Column (a)) (c) Equity compensation plans approved by security holders ~~162~~ holders 310, ~~674-060~~ — 5-4, 303-793, 240 ~~Equity 557~~ Equity compensation plans not approved by security holders ~~Total 162~~ Total 310, ~~674-060~~ — 5-4, 303-793, 240-557 (1) Includes the 2013 and 2022 Stock- Based Incentive Compensation Plans. (2) Includes ~~162-310, 674-060~~ 162-310, 674-060 shares of deferred stock awarded from the 2013 and 2022 Stock- Based Incentive Compensation Plans during each year from ~~2018-2019~~ 2018-2019 through ~~2022-2023~~ 2022-2023. The shares are time-vesting and will be issued up to four years from their grant date. The weighted- average exercise price in the table does not include these shares. (3) Includes ~~4-3, 756-936, 499-156, 688-669, 735-185~~ 4-3, 756-936, 499-156, 688-669, 735-185 and ~~20-498, 680-276~~ 20-498, 680-276 shares available for issuance at December 31, ~~2022-2023~~ 2023 under the 2013 and 2022 Stock Based Incentive Compensation Plans, the Company's Employee Stock Purchase Plan, and the Stock Compensation Plan for Non- Employee Directors. ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Election of Directors," "Corporate Governance" and "Executive Compensation" and is incorporated herein by reference. ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES The information required by this Item is set forth in the Company's Proxy Statement within the sections entitled "Principal Accounting Fees and Services" and is incorporated herein by reference. PART IV ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES a) The following documents are filed as part of this report: (1) All Financial Statements (see Part II, Item 8) Management's Report on Internal Control Over Financial Reporting Report of Independent Registered Public Accounting Firm Consolidated Statements of Operations for the years ended December 31, ~~2023, 2022, and 2021~~ 2023, 2022, and 2021 and ~~2020~~ 2020 Consolidated Statements of Comprehensive Income for the years ended December 31, ~~2023, 2022, and 2021~~ 2023, 2022, and 2021 and ~~2020~~ 2020 Consolidated Balance Sheets as of December 31, ~~2023 and 2022~~ 2023 and 2022 and ~~2021~~ 2021 Consolidated Statements of Cash Flows for the years ended December 31, ~~2023, 2022, and 2021~~ 2023, 2022, and 2021 and ~~2020~~ 2020 Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, ~~2023, 2022, and 2021~~ 2023, 2022, and 2021 and ~~2020~~ 2020 Notes to Consolidated Financial Statements (2) Financial Statement Schedules: Schedule II – Valuation and Qualifying Accounts and Reserves for the years ended December 31, ~~2023, 2022, and 2021~~ 2023, 2022, and 2021 and ~~2020~~ 2020 All other schedules have been omitted because they are not applicable or the required information is included in the Consolidated Financial Statements. (3) Exhibits 3. a Articles of Incorporation of Crown Holdings, Inc., as amended (incorporated by reference to Exhibit 3. a of the Registrant's Annual Report on Form 10- K for the year ended December 31, 2004 (File No. 000- 50189)). 3. b Amended and Restated By- Laws of Crown Holdings, Inc. (incorporated by reference to Exhibit 3. 1 of the Registrant's Current Report on Form 8- K dated December 13, 2022 (File No. 001- 41550)). 4. a Specimen certificate of Registrant's Common Stock (incorporated by reference to Exhibit 4. a of the Registrant's Annual Report on Form 10- K for the year ended December 31, 1995 (File No. 1- 2227)). 4. b Indenture, dated December 17, 1996, among Crown Cork & Seal Company, Inc., Crown Cork & Seal Finance PLC, Crown Cork & Seal Finance S. A. and the Bank of New York, as trustee (incorporated by reference to Exhibit 4. 1 of the Registrant's Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. c Form of the Registrant's 7- 3 / 8 % Debentures Due 2026 (incorporated by reference to Exhibit 99. 1 of the Registrant's Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. d Officers' Certificate for 7- 3 / 8 % Debentures Due 2026 (incorporated by reference to Exhibit 99. 6 of the Registrant's Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. e Form of the Registrant's 7- 1 / 2 % Debentures Due 2096 (incorporated by reference to Exhibit 99. 2 of the Registrant's Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. f Officers' Certificate for 7- 1 / 2 % Debentures Due 2096 (incorporated by reference to Exhibit 99. 7 of the Registrant's Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. g Terms Agreement, dated

December 12, 1996 (incorporated by reference to Exhibit 1. 1 of the Registrant' s Current Report on Form 8- K dated December 17, 1996 (File No. 1- 2227)). 4. h Form of Bearer Security Depository Agreement (incorporated by reference to Exhibit 4. 2 of the Registrant' s Registration Statement on Form S- 3, dated November 26, 1996, amended December 5 and 10, 1996 (File No. 333- 16869)). 4. i Supplemental Indenture to Indenture dated December 17, 1996, dated as of February 25, 2003, between Crown Cork & Seal Company, Inc., as Issuer and Guarantor, Crown Cork & Seal Finance PLC, as Issuer, Crown Cork & Seal Finance S. A., as Issuer, Crown Holdings, Inc., as Additional Guarantor and Bank One Trust Company, N. A., as Trustee (incorporated by reference to Exhibit 4. 5 of the Registrant' s Current Report on Form 8- K dated February 26, 2003 (File No. 000- 50189)). 4. j Indenture, dated as of September 15, 2016, by and among Crown European Holdings S. A., as Issuer, the Guarantors named therein, U. S. Bank National Association, as Trustee, and the other parties thereto, relating to the € 600 million 2. 625 % Senior Notes due 2024 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated September 19, 2016 (File No. 000- 50189)). 4. k Indenture, dated as of September 15, 2016, by and among Crown Americas LLC and Crown Americas Capital Corp. V, as Issuers, the Guarantors named therein and U. S. Bank National Association, as Trustee, relating to the \$ 400 million 4. 250 % Senior Notes due 2026 (incorporated by reference to Exhibit 4. 2 of the Registrant' s Current Report on Form 8- K dated September 19, 2016 (File No. 000- 50189)). 4. l Indenture, dated as of May 5, 2015, among Crown European Holdings S. A., the Guarantors (as defined therein), U. S. Bank National Association, as trustee, Elavon Financial Services Limited, UK Branch, as paying agent, and Elavon Financial Services Limited, as registrar and transfer agent, relating to the € 600 million 3. 375 % Senior Notes due 2025 (incorporated by reference to Exhibit 10. 1 of the Registrant' s Quarterly Report on Form 10- Q dated July 30, 2015 (File No. 000- 50189)). 4. m Amended & Restated Credit Agreement, dated April 7, 2017, by and among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers from time to time party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc., Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG Canada Branch, Deutsche Bank AG London Branch, Deutsche Bank AG New York Branch, and various Lenders referred to therein (incorporated by reference to Exhibit 4 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2017 (File No. 000- 50189)). 4. n First Amendment to Amended and Restated Credit Agreement, dated as of December 28, 2017, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc. and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, Deutsche Bank AG, Canada Branch, and various Lenders referred to therein (incorporated by reference to Exhibit 4 of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2017 (File No. 000- 50189)). 4. o Incremental Amendment No. 1, dated as of January 29, 2018, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc. and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, Deutsche Bank AG, Canada Branch, and various Lenders referred to therein (incorporated by reference to Exhibit 4. 1 of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2017). 4. p Indenture, dated as of January 26, 2018, by and among Crown European Holdings S. A., as Issuer, the Guarantors named therein, U. S. Bank National Association, as Trustee, and the other parties thereto, relating to the € 335 million 2. 250 % Senior Notes due 2023 and the € 500 million 2. 875 % Senior Notes due 2026 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated February 1, 2018 (File No. 000- 50189)). 4. q Indenture, dated as of January 26, 2018, by and among Crown Americas LLC and Crown Americas Capital Corp. VI, as Issuers, the Guarantors named therein and U. S. Bank National Association, as Trustee, relating to the \$ 875 million 4. 750 % Senior Notes due 2026 (incorporated by reference to Exhibit 4. 2 of the Registrant' s Current Report on Form 8- K dated February 1, 2018 (File No. 000- 50189)). 4. r Registration Rights Agreement, dated as of January 26, 2018, by and among Crown Holdings, Inc., Crown Americas LLC and Crown Americas Capital Corp. VI, Citigroup Global Markets Inc., as representative of the initial purchasers, and the Guarantors (as defined therein), relating to the \$ 875 million 4. 750 % Senior Notes due 2026 (incorporated by reference to Exhibit 4. 3 of the Registrant' s Current Report on Form 8- K dated February 1, 2018 (File No. 000- 50189)). 4. s Second Amendment to Amended and Restated Credit Agreement, First Amendment to the U. S. Guarantee Agreement and First Amendment to U. S. Indemnity, Subrogation and Contribution Agreement, dated as of March 23, 2018, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers from time to time party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc. and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, Deutsche Bank AG, Canada Branch, and various Lenders referred to therein (incorporated by reference to Exhibit 4. cc of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2018). 4. t Incremental Amendment No. 2 and Third Amendment to Amended and Restated Credit Agreement, dated as of December 13, 2019, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers from time to time party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc., and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG London Branch, Deutsche Bank AG, Canada Branch, and the various Lenders referred to therein (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K / A dated February 28, 2020 (File No. 000- 50189)). 4. u Fourth Amendment to Amended and Restated Credit Agreement, dated as of October 4, 2021, among Crown Americas LLC, Crown European Holdings S. A., Crown Metal Packaging Canada LP, each of the Subsidiary Borrowers from time to time party thereto, Crown Holdings, Inc., Crown Cork & Seal Company, Inc. and Crown International Holdings, Inc., each other Credit Party from time to time party thereto, Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, Deutsche Bank AG, Canada Branch, and various Lenders referred to therein. 4. v Purchase Agreement, dated as of March 14, 2022, by and among Crown

Holdings, Inc., Crown Americas LLC, BNP Paribas Securities Corp., Citigroup Global Markets Inc. and Mizuho Securities USA LLC, as representatives of the initial purchasers, and the Guarantors (as defined therein) (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated March 17, 2022 (File No. 000- 50189)). 4. w Indenture, dated as of March 17, 2022, among Crown Americas LLC, as Issuer, the Guarantors named therein and U. S. Bank National Association, as Trustee, relating to the \$ 500 million 5. 25 % Senior Notes due 2030 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated March 21, 2022 (File No. 000- 50189)). 4. x Registration Rights Agreement, dated as of March 17, 2022, by and among Crown Holdings, Inc., Crown Americas LLC, BNP Paribas Securities Corp., Citigroup Global Markets Inc. and Mizuho Securities USA LLC, as representatives of the initial purchasers, and the Guarantors (as defined therein), relating to the \$ 500 million 5. 25 % Senior Notes due 2030 (incorporated by reference to Exhibit 4. 2 of the Registrant' s Current Report on Form 8- K dated March 21, 2022 (File No. 000- 50189)). 4. y Incremental Amendment No. 3 and Fifth Amendment, dated August 8, 2022, to Amended and Restated Credit Agreement, dated April 7, 2017, among Crown Holdings, Inc., Crown Americas LLC, Crown European Holdings S. A., the Subsidiary Borrowers party thereto, Crown Metal Packaging Canada LP, Crown Cork & Seal Company, Inc., the Parent Guarantors party thereto, the other Credit Parties party thereto, the Lenders party thereto, Deutsche Bank AG Canada Branch, Deutsche Bank AG London Branch, and Deutsche Bank AG New York Branch (incorporated by reference to Exhibit 4. z of the Registrant' s Current Report on Form 8- K dated August 11, 2022 (File No. 000- 50189)). 4. z **Purchase Agreement, dated as of May 9, 2023, by and among Crown Holdings, Inc., Crown European Holdings S. A., BNP Paribas, as representative of the Initial Purchasers named in Schedule I thereto, and the Guarantors (as defined therein) (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated May 11, 2023 (File No. 000- 50189)).** 4. aa Indenture, dated as of May 18, 2023, among Crown European Holdings S. A., Crown Holdings, Inc., the other guarantors party thereto, BNP Paribas, as representative of the several initial purchasers party thereto, U. S. Bank Trust Company, National Association, as Trustee, Elavon Financial Services DAC, as paying agent, registrar and transfer agent, relating to the € 500, 000, 000 5. 000 % senior unsecured notes due 2028 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K dated May 24, 2023 (File No. 000- 50189)). 4. bb **Purchase Agreement, dated as of November 30, 2023, by and among Crown Holdings, Inc., Crown European Holdings S. A., BNP Paribas, as representative of the Initial Purchasers named in Schedule I thereto, and the Guarantors (as defined therein) (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated December 4, 2023 (File No. 000- 50189)).** 4. cc Indenture, dated as of December 11, 2023, among Crown European Holdings S. A., Crown Holdings, Inc., the other guarantors party thereto, BNP Paribas, as representative of the several initial purchasers party thereto, U. S. Bank Trust Company, National Association, as Trustee, Elavon Financial Services DAC, as paying agent, registrar and transfer agent, relating to the € 500, 000, 000 4. 750 % senior unsecured notes due 2029 (incorporated by reference to Exhibit 4. 1 of the Registrant' s Current Report on Form 8- K December 12, 2023 (File No. 000- 50189)). 4. dd Description of the Registrant' s Securities (incorporated by reference to Exhibit 4. ff of the Registrant' s Annual Report on Form 10- k for the year ended December 31, 2019 (File No. 000- 50189)). 4. aa-ee Other long- term agreements of the Registrant are not filed pursuant to Item 601 (b) (4) (iii) (A) of Regulation S- K, and the Registrant agrees to furnish copies of such agreements to the Securities and Exchange Commission upon its requests. 10. a Employment Contracts: (1) Employment Agreement, dated December 30, 2015, between Crown Holdings, Inc. and Timothy J. Donahue (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated January 5, 2016 (File No. 000- 50189)). (2) First amendment to the employment contract, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford, dated as of July 24, 2013 (incorporated by reference to Exhibit 10. 3 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2013 (File No 000- 50189)). (3) Executive Employment Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. 1 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No 000- 50189)). (4) Employment contract between Crown Holdings, Inc. and Djalma Novaes Jr., dated February 26, 2015 (incorporated by reference to Exhibit 10. c (11) of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2014 (File No. 000- 50189)). (5) Executive Employment Agreement, effective May 1, 2016, between Crown Holdings, Inc. and Robert Bourque, Jr. (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2016 (File No. 000- 50189)). (6) Employment Agreement, dated January 7, 2022, between Crown Holdings, Inc. and Kevin C. Clothier (incorporated by reference to Exhibit 10. 1 of the Registrant' s Periodic Report on Form 8- K filed January 11, 2022 (File No. 000- 50189)). 10. b Crown Holdings, Inc. Economic Profit Incentive Plan, effective as of January 1, 2018 (incorporated by reference to Exhibit 10. b of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2018 (File No. 000- 50189)). 10. c Crown Holdings, Inc. Senior Executive Retirement Plan, as amended and restated as of January 1, 2008 (incorporated by reference to Exhibit 10. 1 of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2007 (File No. 000- 50189)). 10. d Senior Executive Retirement Agreements: (1) Senior Executive Retirement Agreement between Crown Holdings, Inc. and Timothy J. Donahue, dated May 3, 2007 (incorporated by reference to Exhibit 10. 4 (e) of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2007 (File No. 000- 50189)). (2) Senior Executive Retirement Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No 000- 50189)). (3) Amendment No. 1 to the Senior Executive Retirement Agreement, effective June 1, 2012, between Crown Holdings, Inc. and Gerard Gifford dated December 28, 2012 (incorporated by reference to Exhibit 10. m (7) of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2012 (File No. 000- 50189)). (4) Senior Executive Retirement Agreement between Crown Holdings, Inc. and Djalma Novaes Jr., dated February 26, 2015 (incorporated by reference to Exhibit 10. f (9) of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2014 (File No. 000- 50189)). (5) Senior Executive Retirement Agreement, effective May 1, 2016, between Crown Holdings, Inc. and

Robert Bourque, Jr. (incorporated by reference to Exhibit 10. 3 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2016 (File No. 000- 50189)). (6) Amendment No. 2 to the Senior Executive Retirement Agreement, effective as of May 17, 2016, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated May 18, 2016 (File No. 000- 50189)). (7) Amended and Restated Senior Executive Retirement Agreement, effective as of June 1, 2017, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. c of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2017 (File No. 000- 50189)). (8) Amendment No. 1 to Amend and Restate Senior Executive Retirement Agreement, effective October 21, 2020, between Crown Holdings, Inc. and Gerard Gifford (incorporated by reference to Exhibit 10. d of the Registrant' s Quarterly Report on Form 10- Q for the Quarter ended September 30, 2020 (File No. 000- 50189)). 10. e Form of Agreement for Non- Qualified Stock Option Awards under Crown Holdings, Inc. 2004 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 6 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2004 (File No. 000- 51089)). 10. f Crown Holdings, Inc. Deferred Compensation Plan for Directors, ~~as Amended and Restated, effective January 1, 2008 (incorporated by reference to Exhibit 10. w of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2008 (File No. 000- 50189))~~. 10. g Crown Holdings, Inc. Stock Compensation Plan for Non- Employee Directors, dated as of April 22, 2004 (incorporated by reference to the Registrant' s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 19, 2004 (File No. 000- 50189)). 10. h Amendment No. 1, effective April 1, 2005, to the Crown Holdings, Inc. Stock Compensation Plan for Non- Employee Directors, dated as of April 22, 2004 (incorporated by reference to Exhibit 10 to the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2005 (File No. 000- 50189)). 10. i Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to the Registrant' s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 18, 2013 (File No. 000- 50189)). 10. j Form of Agreement for Restricted Stock Awards under Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 1 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2013 (File No. 000- 50189)). 10. k Form of Agreement for Deferred Stock Awards under Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2013 (File No. 000- 50189)). 10. l Crown Cork & Seal Company, Inc. Restoration Plan, dated July 28, 2010 (incorporated by reference to Exhibit 10. 3 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No. 000- 50189)). 10. m Amendment No. 1, effective July 1, 2011, to the Crown Cork & Seal Company, Inc. Restoration Plan (incorporated by reference to Exhibit 10. 4 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2012 (File No. 000- 50189)). 10. n Amendment No. 1, effective February 28, 2020, to the Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan (incorporated by reference to Exhibit 10. 2 of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended March 31, 2020 (File No. 000- 50189)). 10. o Amendment No. 2, effective February 25, 2021, to the Crown Holdings, Inc. 2013 Stock- Based Incentive Compensation Plan. 10. p Transaction Bonus Agreement, effective April 16, 2021, by, and between Crown Holdings, Inc. and Didier Sourisseau (incorporated by reference to Exhibit 10 (d) (12) of the Registrant' s Periodic Report on Form 8- K filed July 23, 2022 (File No. 000- 50189)). 10. q Consulting Agreement, effective August 1, 2021, by, and between Crown Holdings, Inc. and Didier Sourisseau (incorporated by reference to Exhibit 10 (d) (13) of the Registrant' s Periodic Report on Form 8- K filed July 23, 2022 (File No. 000- 50189)). 10. r Separation Letter Agreement, dated as of October 26, 2022, between Crown Holdings, Inc. and Robert Bourque, Jr. 10. s Executive Employment Agreement, effective January 1, 2023, between Crown Holdings, Inc. and Carlos Baila. 10. t Crown Holdings, Inc. 2022 Stock- Based Incentive Compensation Plan (incorporated by reference to the Registrant' s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on March 21, 2022 (File No. 000- 50189)). 10. u **Amendment No. 1, to the Crown Holdings, Inc. 2022 Stock- Based Incentive Compensation Plan. 10. v** Crown Cork & Seal Company, Inc. Amended and Restated Restoration Plan (incorporated by reference to Exhibit 10. o of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended June 30, 2022 (File No. 000- 50189)). 10. v Executive Employment Agreement, effective 25 October, 2022, between Crown Holdings, Inc. and Matthew R. Madeksza (incorporated by reference to Exhibit 10. p of the Registrant' s Quarterly Report on Form 10- Q for the quarter ended September 30, 2022 (File No. 000- 50189)). 10. ~~w-v~~ Share and Asset Purchase Agreement, dated as of April 8, 2021, by and among the Company, Crown Cork & Seal Deutschland Holdings GmbH, Blitz F21- 387 GmbH, Kouti B. V. and Macsco 20. 10 Limited (incorporated by reference to Exhibit 2. 1 of the Registrant' s Current Report on Form 8- K dated April 13, 2021 (File No. 000- 50189)). 10. ~~x-v~~ Director Appointment and Nomination Agreement, dated as of December 12, 2022, by and between the Icahn Group and Crown Holdings, Inc. (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K dated December 13, 2022 (File No. 001- 41550)). 10. ~~y-v~~ Crown Holdings, Inc. **Executive Officer Cash Severance Policy** ~~Deferred Compensation Plan for Directors, as Amended and Restated, effective February 23, 2023 (incorporated by reference to Exhibit 10. y of the Registrant' s Annual Report on Form 10- K for the year ended December 31, 2022~~. Exhibits 10. c through 10. v are management contracts or compensatory plans or arrangements required to be filed as exhibits pursuant to Item 14 (c) of this Report. 21 Subsidiaries of Registrant. 22 List of Guarantors. 23 Consent of Independent Registered Public Accounting Firm. 31. 1 Certification of Chief Executive Officer pursuant to Rule 13a- 14 (a) or 15d- 14 (a) of the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. 31. 2 Certification of Chief Financial Officer pursuant to Rule 13a- 14 (a) or 15d- 14 (a) of the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. 32 Certification pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002, executed by Timothy J. Donahue, President and Chief Executive Officer of Crown Holdings, Inc. and Kevin C. Clothier, Senior Vice President and Chief Financial Officer of Crown Holdings, Inc. **. 97 Crown Holdings, Inc. Compensation Recovery Policy, effective October 2, 2023**. 101 The following financial information from the Registrant' s Annual Report on Form 10-

K for the year ended December 31, 2022-2023 formatted in Inline XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Operations for the twelve months ended December 31, 2023, 2022, and 2021 and 2020-, (ii) Consolidated Statements of Comprehensive Income for the twelve months ended December 31, 2023, 2022, and 2021 and 2020-, (iii) Consolidated Balance Sheets as of December 31, 2022-2023 and December 31, 2021-2022, (iv) Consolidated Statements of Cash Flows for the twelve months ended December 31, 2023, 2022, and 2021 and 2020-, (v) Consolidated Statements of Changes in Shareholders' Equity for the twelve months ended December 31, 2023, 2022, and 2021 and 2020- and (vi) Notes to Consolidated Financial Statements. 104 Cover Page Interactive Data File- the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded with the XBRL document. ITEM 16. FORM 10-K SUMMARY None. SIGNATURES Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. Crown Holdings, Inc. RegistrantBy: / s / Christy L. Kalaus Christy L. Kalaus Vice President and Corporate Controller Date: February 27, 2023-2024 POWER OF ATTORNEY KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Timothy J. Donahue, Kevin C. Clothier and Adam J. Dickstein, and each of them, his or her true and lawful attorneys- in- fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities to sign any and all amendments to the Annual Report on Form 10- K for the Company' s 2022-2023 fiscal year, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys- in- fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys- in- fact and agents or any of them, or their respective substitutes, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated above. SIGNATURE TITLE / s / Timothy J. Donahue Timothy J. Donahue Chairman of the Board, President and Chief Executive Officer / s / Kevin C. Clothier Kevin C. Clothier Senior Vice President and Chief Financial Officer / s / Christy L. Kalaus Christy L. Kalaus Vice President and Corporate Controller DIRECTORS / s / Richard H. Fearon / s / B. Craig Owens Richard H. Fearon B. Craig Owens / s / Andrea J. Funk / s / Angela M. Snyder Andrea J. Funk Angela M. Snyder / s / Stephen J. Hagge / s / Caesar F. Sweitzer Stephen J. Hagge Caesar F. Sweitzer / s / Jesse A. James H. Miller Lynn / s / Andrew J. Teno Jesse A. Lynn Andrew J. Teno / s / Marsha C. Williams James H. Miller Marsha C. Williams / s / Josef M. Müller / s / Dwayne A. Wilson Josef M. Müller Dwayne A. Wilson CROWN HOLDINGS 770 Township Line Road Yardley, INC PA 19067 Mr. Robert H. Bourque DEFERRED COMPENSATION PLAN FOR DIRECTORS (As Amended and Restated Effective October 26, 2023) This is the Crown Holdings, Inc. Dear Bob: We previously provided you Deferred Compensation Plan for Directors, as amended and restated effective October 26, 2023. ARTICLE I. DEFINITIONS The following words and phrases as used herein have the following meanings unless a different meaning is plainly required by letter, dated July 29, 2022 (the "Prior Letter"), regarding your termination of employment from Crown. This letter replaces and supersedes the Prior Letter in all respects. Your employment with Crown ended on Monday, August 29, 2022. The Prior Letter provided you with thirty days' written notice of your separation from service. Crown relieved you of all your duties, responsibilities and authority with respect to your position as President, Transit Packaging Division, and in any other -- the context position with the company, as of Friday July 29, 2022. You were paid your base salary through August 29, 2022 (less customary tax withholdings) and your company benefits continued through such date. Contingent upon your execution and non- revocation of the attached General Release and in accordance with Section 5. 6 of your employment agreement dated May 1, 2016, in addition to the base salary payments described above, you are entitled to the following compensation: 1. A pro- rated Incentive Bonus Payment 1. " Administrator " means the Compensation Committee of the Board, for- or 2022 if one is earned- the person or committee appointed by the Transit Packaging Division. The prorated amount will be based on the eight months you were employed in 2022 and paid in the normal course (less customary tax withholdings). 2. A lump sum payment equal to your base salary (\$ 600, 000) less customary tax withholdings. The payment will be made on the date that is six months and one day after August 29, 2022 (i. e., Thursday, March 2, 2023) because you are a " Specified Employee", as that term is defined in Section 409A of the Internal Revenue Code of 1986, as amended. In consideration of your service to Crown, and contingent on your execution and non- revocation of the General Release, the Company will also provide you with the following benefits: 1. Crown will allow the performance- based shares granted pursuant to the 2013 Stock- Based Incentive Compensation Committee Plan (the " Stock Plan") and applicable Award Letter dated, January 6, 2020, due to vest on January 6, 2023, to remain outstanding and eligible to vest on the regularly scheduled vesting date as if no termination had occurred, subject to the achievement of the applicable performance goals. The target number of shares for that award was 8551. All other equity awards granted to you under the Stock Plan that were not vested as of August 29, 2022 have been forfeited in accordance with the terms of the applicable agreements. 2. Provided that you elect and remain eligible for COBRA continuation coverage under the Company' s Medical, Prescription, Dental and Vision insurance programs, such continuation coverage will be provided on a Company- paid basis for you (and your eligible dependents) for a period of 12 months from the date of your termination. Thereafter, any further COBRA continuation coverage for you (and your eligible dependents) will be provided at the normal COBRA cost. 3. Within fifteen days of your execution and delivery of this letter, you will be paid a lump- sum payment of \$ 25, 000 (less customary tax withholdings) for the purpose of obtaining outplacement services from a vendor of your choice. 4. To the extent that any monies are due by you to Crown under the Relocation Payback Agreement, executed by you on April 7, 2021, Crown agrees to waive any right to reimbursement of any and all relocation expenses it has paid on your behalf. Below are specifics on other benefits and policies: Defined Benefit Retirement Plans You are vested in your pension benefits under the Crown Pension Plan and your retirement benefit and death benefit under the Supplemental Executive Retirement Plan (SERP). You are eligible to commence benefit payments under the

Crown Pension Plan as early as age 55. Under the terms of the SERP, you are entitled to a lump sum payout of BUSINESS. 296 10727. 2 Robert H. Bourque, Jr. October 26, 2022 Page 2 your retirement benefit as early as age 60. Crown most recently provided you with an estimate of your SERP benefit on July 15, 2022. 401 (k) Contributions to the 401 (k) Plan ended with your termination. You have advised the Company that Vanguard mailed you a packet detailing your options for your 401 (k) account. Life Insurance The Company paid basic life insurance benefit ceased on your last day of employment. You had thirty days to convert to an individual policy. You have advised the Company that Crown's benefit provider, MetLife, contacted you with details on this option. Vacation In accordance with Company policy, the Company has paid you for your unused vacation time remaining for 2022. Other Obligations This letter will also serve as a reminder of your obligations under your employment agreement with respect to confidential information, noncompetition and non-disparagement, which survive termination of your employment. Expense Reports You have completed all travel and related expense reports and followed the normal procedure to send them through for reimbursement. No Offset, No Mitigation No payment, remuneration, compensation, severance, equity grant or monetary obligation on the part of the Company in this letter shall be **responsible** subject to any offset or clawback mechanism payable by you to the Company, with the exception of performance-based stock awards/ vestings and incentive bonus payments, which remain subject to recoupment for intentional misconduct or fraud in accordance with the **those functions assigned** relevant plan documents. You will not be required to mitigate the amount of any payment provided for in this letter by seeking other -- **the Administrator under** employment or otherwise, nor shall any profits, income, earnings or other -- **the Plan** benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on your part hereunder. Return of Company Property You returned all Company property to the Company. This included your ID Badge, laptop computer, Company issued credit card, and any other items issued to you by the Company. You removed all of your personal property from the office, or it was otherwise returned to you. Fred Leh will serve as your primary contact. If you have any questions, feel free to contact him. Sincerely, /s/ Alfred J. Dermody Senior Vice President Human Resources This letter accurately reflects the facts related to my termination of employment with the Company, our understanding regarding the terms and conditions of my termination of employment with the Company and the other matters set forth herein, and I hereby confirm my agreement to the same. /s/ Robert H. Bourque, Jr. EXECUTIVE EMPLOYMENT AGREEMENT THIS IS AN EMPLOYMENT AGREEMENT (" Agreement "), effective January 1, 2023, (" Effective Date ") between Crown Holdings, Inc . 2 (" Crown " and, with its subsidiaries, the " Company ") and Carlos Baila (the " Executive "). Background WHEREAS, the Executive is currently employed by the Company. WHEREAS, the Executive and the Company are parties to a letter agreement dated, July 23, 2018 providing for severance benefits in the event of the Executive's termination of employment under certain circumstances (the " Severance Letter "), which shall, together with any other prior agreements or understandings of the parties regarding such matters, be superseded by this Agreement. WHEREAS, the Company desires to assure itself of the continued employment of the Executive with the Company and to encourage his continued attention and dedication to the best interests of the Company, including but not limited to Crown Asia Pacific Holdings Limited (" Crown Singapore "). WHEREAS, the Executive desires to remain and continue in the employment of the Company in accordance with the terms of this Agreement. NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows: 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below: a. " Board " shall mean **means** the Board of Directors of Crown. b. " Cause " shall mean the termination of the Executive's employment with the Company as a result of: i. **1** the Executive's willful failure to perform such services as may be reasonably delegated or assigned to the Executive by the Board, Crown's Chief Executive Officer or any other executive to whom the Executive reports; ii. the failure by the Executive to devote his full-time best effort to the performance of his duties under the Agreement (other than any such failure resulting from the Executive's incapacity due to physical or mental illness); iii. the breach by the Executive of any provision of Sections 6, 7, 8 or 9 hereof; BUSINESS. 29436846. 3 iv. the willful engaging by the Executive in misconduct which is materially injurious to the Company, monetarily or otherwise; or v. the Executive's conviction of, or a plea of nolo contendere to, a felony or a crime involving moral turpitude. c. " Change in Control " shall mean **means if and when** any of the following events: i **1**. a **3. 1 A** " person " (as such term is used in Sections 13 (d) and 14 (d) of the Securities Exchange Act of 1934, as amended (the " Exchange Act ")), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholders of Crown **the Company** in substantially the same proportions as their ownership of stock of Crown **the Company** , is or becomes the " beneficial owner " (as defined in Rule ~~13d~~ **13D** - 3 under the Exchange Act), directly or indirectly, of securities of Crown **the Company** representing **more than fifty percent (50 %)** or more of the combined voting power of Crown **the Company** ' s then outstanding **voting** securities; or ii **1**. **3. 2 A** " person " (as such term is used in Sections 13 (d) and 14 (d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, acquires (or has acquired during the twelve (12)- month period ending on the date of the most recent acquisition) beneficial ownership, directly or indirectly, of securities of the Company representing **thirty- five percent (35 %)** or more of the combined voting power of the Company's then outstanding voting securities; or 1. **3. 3** During any **twelve (12)- month** period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a person who has entered into an agreement with Crown **30471287. 111- 1- the Company** to effect a transaction described in Section 1. **3** . **1** (a), Section 1. **3** . **2**, (e) or Section 1. **3** (d) . **4** or Section 1. **3. 5** hereof) whose election by the Board or nomination for election by Crown **the Company** ' s stockholders was approved by a vote of **a majority** at least two-thirds of the directors then still in office who either were directors at the beginning of the **such** period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or iii **1**. Crown **3. 4 A** **merges merger** or consolidates **consolidation of the Company** with any other corporation, other than in a merger or consolidation that would result in the

voting securities of **Crown-the Company** outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least **75-seventy percent (70%)** of the combined voting power of the voting securities of **Crown-the Company** or such surviving entity outstanding immediately after such merger or consolidation; or **iv-1. the complete liquidation of Crown-3.5 A sale or disposition by the Company** Crown sells or otherwise disposes of all or substantially all of **Crown-the Company**'s assets; **in any case, provided that such transaction satisfies the requirements of Treasury Regulation Section 1.409A-3 (i) (5) (v), (vi) or (vii). 1.4.** "Code" means the Internal Revenue Code of 1986, as amended from time to time. **e-1.5.** "Good Reason-Common Stock" shall **have** mean: i. the assignment to the Executive, without the Executive's express written approval, of duties or responsibilities, inconsistent, in a material respect, with the Executive's title and position on the date of a Change in Control or a material reduction in the Executive's duties, responsibilities or authority from those-- **the meaning** in effect on the date of a Change in Control; ii. following a Change in Control, a reduction by the Company in the Executive's Base Salary (as defined in Section 4.1 below) or in the other compensation and benefits, in the aggregate, payable to the Executive hereunder, or a material adverse change in the terms or conditions on which any such compensation or benefits are payable; iii. following a Change in Control, the Company's failure, without the express consent of the Executive, to pay the Executive any amounts otherwise vested and due hereunder or under any plan or policy of the Company; iv. following a Change in Control, a relocation of the Executive's primary place of employment, without the Executive's express written approval, to a location more than 50 miles from the location at which the Executive performed his duties on the date of such Change in Control; or v. the failure or refusal of Crown's Successor (as defined in Section 14 below) to expressly assume this Agreement in writing, and all of the duties and obligations of the Company hereunder in accordance with Section 14. f. "Short-Term Disability" shall mean the temporary incapacity of the Executive that, as determined by the Board in a uniformly-applied manner, renders the Executive temporarily incapable of engaging in his usual executive function and as a result, the Executive is under the direct care and treatment of a physician who certifies to such incapacity. g. "Total Disability" shall mean that a qualified physician designated by the Company has determined that the Executive: i. is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or ii. is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company. 2. Position and Duties. The Company agrees to continue to employ the Executive and the Executive hereby agrees to continue to be employed by the Company, upon the terms, conditions and limitations set forth in this Agreement. The Executive shall serve as President of the Company's Asia Pacific Division (or in such other position as agreed to by the parties), with the customary duties, authorities and responsibility of such position of a publicly-traded corporation and such other duties, authorities and responsibility (a) as have been agreed upon by the Company and the Executive or (b) as may from time to time be delegated to the Executive by the Board, Crown's Chief Executive Officer or any other executive to whom the Executive reports as are consistent with such position. In addition, for no additional compensation, the Executive shall serve as an executive director of Crown Singapore and in such other positions as reasonably requested by the Board, Crown's Chief Executive Officer or any other executive to whom the Executive reports. The Executive agrees to perform the duties and responsibilities called for hereunder to the best of his ability and to devote his full time, energies and skills to such duties, with the understanding that he may participate in charitable and similar activities and may have business interests in passive investments which may, from time to time, require portions of his time, but such activities shall be done in a manner consistent with his obligations hereunder. 3. Term. The Executive's employment under this Agreement shall commence on the Effective Date and unless sooner terminated as provided in Article 5 shall continue for a period of one year (the "Initial Term"). Except as otherwise provided herein, unless either party gives written notice to the other party at least 30 days before any anniversary of the Effective Date that the term hereunder shall not be extended beyond its then- **the Stock** term (a "Nonrenewal Notice"), the term of the Agreement shall automatically be extended for an additional one year period from each anniversary, subject to the same terms, conditions and limitations as applicable to the Initial Term unless amended or terminated as provided herein (each such additional one year period a "Renewal Term"). For purposes of this Agreement, the Initial Term and all subsequent Renewal Terms shall be collectively referred to as the "Term" of the Agreement. 4. Compensation and Benefits. a. Base Salary. The Company shall pay to the Executive for the performance of his duties under this Agreement an initial base salary of \$ 555,000 per year (the "Base Salary"), payable in accordance with the Company's normal payroll practices. Thereafter, the rate of the Executive's Base Salary will be reviewed and adjusted as appropriate in accordance with the Company's regular compensation review practices. Effective as of the date of any such increase, the Base Salary so increased shall be considered the new Base Salary for all purposes of this Agreement. b. Incentive Bonus. During the Term, in addition to Base Salary, for each calendar year ending during the Term, the Executive shall participate in, and shall have the opportunity to receive a cash bonus in an amount to be determined in accordance with, the Company's existing incentive bonus plan or any successor bonus plan, program or arrangement established by the Company for the benefit of its executive officers (the "Incentive Bonus Payment"). c. Employee Benefits. During the Term, the Executive shall be eligible to participate in the applicable employee benefit plans, programs and policies of the Company (or other applicable affiliate as agreed to by the parties) that are now or hereafter made available to its salaried personnel generally, as such plans, programs and policies may be in effect from time to time, in each case to the extent that the Executive is eligible under the terms of such plans, programs and policies and the Executive's participation therein is not duplicative of other benefits provided by the Company. Without limiting the generality of the foregoing, the Executive shall also be eligible to participate in Crown's Restoration Plan (the "Restoration Plan") and Crown's equity-based incentive plans as maintained by Crown from time to time for the benefit of senior executives. **1** For purposes of the Restoration Plan, the Executive will become 100% vested in his "Supplemental Retirement Benefit" under the

Restoration Plan upon completing five years of continuous employment with the Company (measured from the Effective Date of this Agreement) or on such earlier date provided for under the Restoration Plan. d. Vacation. The Executive shall be entitled to vacation in accordance with the Company's vacation policy. e. Automobile. During the Term, the Company shall make an automobile available to the Executive in accordance with and subject to the conditions of its applicable automobile policy or practices as in effect from time to time. f. Reimbursement of Expenses. During the Term, the Company will reimburse the Executive in accordance with the Company's expense reimbursement policy as in effect from time to time for expenses reasonably and properly incurred by him in performing his duties, provided that such expenses are incurred and accounted for in accordance with the policies and procedures presently or hereinafter established by the Company. g. Short-Term Disability. In the event that the Executive incurs a Short-Term Disability, the Executive shall be entitled to six months of Base Salary and incentive payments, payable in accordance with the Company's normal payroll practices, provided that all payments under this provision shall be reduced dollar-for-dollar by any other short-term disability benefits the Executive is entitled to under any other Company-sponsored short-term disability plan or arrangement and shall cease as of the earliest of the Executive's cessation of Short-Term Disability, the occurrence of Total Disability, death or the first day of the month following the month in which the Executive attains age 65 (the "Normal Retirement Date"). h. Medical Examination Benefit. During the Term, the Executive shall be entitled to reimbursement for actual costs incurred, up to \$2,500 per calendar year, for an annual physical and related medical examinations. i. Housing Allowance. During the Term, the Executive shall be entitled to an annual housing allowance, determined in accordance with and subject to the Company's housing allowance policy as in effect from time to time.

5. Termination. a. Death. The Executive's employment under this Agreement shall terminate immediately upon the Executive's death, and the Company shall have no further obligations under this Agreement, except to pay to the Executive's estate (or his beneficiary, as may be appropriate) (a) any Base Salary earned through his date of death, to the extent theretofore unpaid, (b) a pro-rated Incentive Bonus Payment for the year in which the Executive's death occurs, equal to the product of (i) the actual Incentive Bonus Payment for the year of termination multiplied by (ii) a fraction, the numerator of which is the number of completed days in the year of termination during which the Executive was employed by the Company and the denominator of which is 365, and provided that such amount will be paid in the normal course and shall only be paid if the Executive would have become entitled to such amount if he had not terminated his employment, and (c) such retirement and other benefits earned and vested (if applicable) by the Executive as of the date of his death under any employee benefit plan of the Company in which the Executive participates, including without limitation all vested benefits due under the Restoration Plan and other retirement plans, all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans. b. Disability. If the Executive is unable to perform his duties under this Agreement because of a Total Disability, the Company may terminate the Executive's employment by giving written notice to the Executive. Such termination shall be effective as of the date of such notice and the Company shall have no further obligations under this Agreement, except to pay to the Executive (a) any Base Salary earned through the date of such termination, to the extent theretofore unpaid, (b) Total Disability benefits as described below, (c) a pro-rated Incentive Bonus Payment equal to the product of (i) the actual Incentive Bonus Payment for the year of termination multiplied by (ii) a fraction, the numerator of which is the number of completed days in the year of termination during which the Executive was employed by the Company and the denominator of which is 365, and provided that such amount will be paid in the normal course and shall only be paid if the Executive would have become entitled to such amount if he had not terminated his employment, and (d) such retirement and other benefits earned and vested (if applicable) by the Executive as of the date of his termination under any employee benefit plan of the Company in which the Executive participates, including without limitation all vested benefits due under the Restoration Plan and other retirement plans, all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans. In the event that the Executive incurs a Total Disability, the Executive shall be entitled to an annual disability benefit equal to 75% of his Base Salary, payable in accordance with the Company's normal payroll practices, provided that all payments under this provision shall be reduced dollar-for-dollar by Social Security disability benefits and any other long-term disability benefits the Executive is entitled to under any other Company-sponsored or Company-funded long-term disability plan or arrangements and shall cease as of the earliest of the Executive's cessation of Total Disability, death or attainment of his Normal Retirement Date. c. Retirement. The Executive's voluntary termination of employment at a time when he is eligible to begin receiving retirement benefits under the Crown Cork & Seal Company, Inc. Pension Plan (the "Pension Plan") shall be treated as a retirement termination under this Agreement. Unless Section 5.7 is applicable, upon such termination, the Company shall have no further obligations under this Agreement, except to pay to the Executive (a) any Base Salary earned through the date of the Executive's retirement, to the extent theretofore unpaid, (b) a pro-rated Incentive Bonus Payment equal to the product of (i) the actual Incentive Bonus Payment for the year of termination multiplied by (ii) a fraction, the numerator of which is the number of completed days in the year of termination during which the Executive was employed by the Company and the denominator of which is 365, and provided that such amount will be paid in the normal course and shall only be paid if the Executive would have become entitled to such amount if he had not terminated his employment, and (c) such retirement, incentive and other benefits earned and vested (if applicable) by the Executive as of the date of his retirement under any employee benefit plan of the Company in which the Executive participates, including without limitation all vested benefits due under the Restoration Plan and other retirement plans, all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans. d. Voluntary Termination. At any time during the Term, upon 30 days' written notice to the Company, the Executive may voluntarily terminate his employment with the Company. Unless Section 5.7 is applicable, upon such termination the Company shall have no further obligations under this Agreement except to pay to the Executive (a) any Base Salary earned to the date of the Executive's termination of employment, to the extent theretofore unpaid, and (b) such retirement and other benefits earned by the Executive and vested (if applicable) as of the date of his termination under the terms of any employee benefit plan of the Company in which the Executive participates;

including without limitation all vested benefits due under the Restoration Plan and other retirement plans, all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans. In addition, at the discretion of the Board, the Company may pay to the Executive a pro-rated Incentive Bonus Payment equal to the product of (i) the actual Incentive Bonus Payment for the year of termination multiplied by (ii) a fraction, the numerator of which is the number of completed days in the year of termination during which the Executive was employed by the Company and the denominator of which is 365, and provided that such amount will be paid in the normal course and shall only be paid if the Executive would have become entitled to such amount if he had not terminated his employment; provided that Executive's receipt of such pro-rated Incentive Bonus Payment shall be contingent on the Executive's prior execution and non-revocation of a release of claims in favor of the Company and its affiliates in the form attached as Exhibit A (the "Release").

c. Termination For Cause. The Board may terminate the Executive's employment and the Company's obligations under this Agreement at any time for Cause by giving written notice to the Executive. The Company's required notice of termination shall specify the event or circumstances that constitute Cause. Executive's termination shall be effective as of the date of such notice. Upon termination of the Executive's employment for Cause, the obligations of the Company under this Agreement shall terminate, except for the obligation to pay to the Executive (a) any Base Salary earned through the date of such termination, to the extent theretofore unpaid, and (b) such retirement and other benefits earned and vested (if applicable) by the Executive as of such termination under any employee benefit plan of the Company in which the Executive participates, all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans.

f. Involuntary Termination by the Company without Cause Prior to a Change in Control. The Company may terminate the Executive's employment without Cause at any time during the Term, upon thirty (30) days' written notice; provided that during such notice period, the Company, in its absolute discretion, may relieve the Executive of all his duties, responsibilities and authority with respect to the Company and restrict the Executive's access to Company property. For purposes of this Section 5.6, the Company's delivery of a Nonrenewal Notice to the Executive shall be treated as termination without Cause on the last day of the then current Term. If the Company so terminates the Executive's employment without Cause at any time other than the 12-month period following a Change in Control, the Company's obligations under this Agreement shall terminate except for the Company's obligation to pay to the Executive the following: (a) any Base Salary earned through the date of the Executive's termination of employment, to the extent theretofore unpaid, (b) a pro-rated Incentive Bonus Payment equal to the product of (i) the actual Incentive Bonus Payment for the year of termination multiplied by (ii) a fraction, the numerator of which is the number of completed days in the year of termination during which the Executive was employed by the Company and the denominator of which is 365, and provided that such amount will be paid in the normal course and shall only be paid if the Executive would have become entitled to such amount if he had not terminated his employment, (c) a lump-sum payment equal to the Executive's Base Salary, payable within 60 days following the Executive's termination of employment, provided, however that if the Executive is a "Specified Employee," as that term is defined in Section 409A of the Code, any payments under this clause, if so required, shall be made on the date that is six months and one day after the date of the Executive's termination hereunder and (d) such retirement and other benefits earned by the Executive and vested (if applicable) as of the date of his termination under the terms of any employee benefit plan of the Company in which the Executive participates, including without limitation all vested benefits due under the Restoration Plan and other retirement plans all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans. In no event shall the payment in clause (c) be included for purposes of the Restoration Plan or the Pension Plan. Notwithstanding anything herein to the contrary, the payments described in clauses (b) and (c) shall be contingent on the Executive's prior execution and non-revocation of the Release within 60 days following his termination date and shall be paid as specified above or such later date as may be required to comply with Section 409A of the Code.

g. Involuntary Termination by the Company or by the Executive for Good Reason Following a Change in Control. If the Company terminates the Executive's employment without Cause during the 12-month period following a Change in Control, or the Executive voluntarily terminates his employment for Good Reason during the 12-month period following a Change in Control, the Company's obligations under this Agreement shall terminate except for the Company's obligation to pay to the Executive the following: (a) any Base Salary earned through the date of the Executive's termination of employment, to the extent theretofore unpaid, (b) a lump-sum payment equal to three times the sum of the Executive's Base Salary and average Incentive Bonus Payment paid or payable to the Executive for the three completed years prior to the year of such termination, payable within 60 days following the Executive's termination of employment, provided, however, that if the Executive is a Specified Employee, such payment if so required, shall be made on the date that is six months and one day after the date of the Executive's termination hereunder, (c) such retirement and other benefits earned by the Executive and vested (if applicable) as of the date of his termination under the terms of any employee benefit plan of the Company in which the Executive participates, including without limitation all vested benefits due under the Restoration Plan and other retirement plans, all of the foregoing to be paid in the normal course for such payments and in accordance with the terms of such plans, and (d) all outstanding stock options and restricted stock held by the Executive shall become immediately vested and such stock options shall become exercisable and shall remain exercisable for a period of 30 days or such longer period as provided under the terms of such option. In no event shall the payment in clause (b) be included for purposes of the Restoration Plan or the Pension Plan. Notwithstanding anything herein to the contrary, the payment described in clause (b) and vesting described in clause (d) shall be contingent on the Executive's prior execution and non-revocation of the Release within 60 days following his termination date and shall be paid as specified above or such later date as may be required to comply with Section 409A of the Code.

h. Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor shall any profits, income or earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of Executive hereunder.

i. Excise Taxes. If any payment or benefit, or the acceleration of any payment or benefit, the Executive would receive from the Company under this

Agreement or otherwise in connection with a Change in Control (collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then either (a) such Payments will be reduced or delayed by the minimum amount necessary such that no portion of the Payments is subject to the Excise Tax, or (b) the full amount of the Payments shall be made, whichever, after taking into account all applicable taxes, including the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount. If a reduction or delay in the Payments is necessary, such reduction or delay will occur in the following order: (1) cancellation of accelerated vesting of stock and option awards (reduced from the highest value to the lowest value under Section 280G of the Code) with the understanding that such awards may be replaced with the right to an equivalent cash payment at such future time because of the delisting of the underlying stock; (2) reduction or delay of cash payments (reduced from the latest payment to the earliest payment); and (3) reduction of other benefits payable to the Executive (reduced from the highest value to the lowest value under Section 280G of the Code). The Company will select a reputable third-party professional firm to make all determinations required to be made under this provision. The Company will bear all reasonable expenses with respect to the determinations by such firm required to be made hereunder. For the avoidance of doubt, neither the Company nor any of its affiliates shall have any obligation to indemnify, gross-up or otherwise pay or reimburse the Executive for any Excise Tax assessed on any payment or benefit made or provided, or required to be made or provided, to the Executive by the Company under this Agreement or otherwise.

j. Resignation. Upon the termination of the Executive's employment for whatever reason, the Executive shall be deemed to have automatically resigned without claims for compensation as a director of Crown Singapore and from any position he holds with the Company.

6. Confidential Information. Except as required in the performance of his duties to the Company under this Agreement, the Executive shall not, during or after the Term of this Agreement, use for himself or others, or disclose to others, any confidential information including without limitation, trade secrets, data, know-how, design, developmental or experimental work, Company relationships, computer programs, proprietary information bases and systems, data bases, customer lists, business plans, financial information of or about the Company or any of its affiliates, customers or clients, unless authorized in writing to do so by the Board or Crown's Chief Executive Officer, but excluding any information generally available to the public or information (except information related to the Company) which Executive possessed prior to his employment with the Company. The Executive understands that this undertaking applies to the information of either a technical or commercial or other nature and that any information not made available to the general public is to be considered confidential. The Executive acknowledges that such confidential information as is acquired and used by the Company or its affiliates is a special, valuable and unique asset. All records, files, materials and confidential information obtained by Executive in the course of his employment with the Company are confidential and proprietary and shall remain the exclusive property of the Company or its affiliates, as the case may be. Notwithstanding the foregoing, (i) nothing in this Section or Agreement shall prohibit the Executive from reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization or making disclosures that are protected under the whistleblower provisions of applicable law or regulation (and the Executive shall not be required to obtain the written consent of the Company prior to making any such reports or disclosures); and (ii) in accordance with the Defend Trade Secrets Act of 2016, (A) the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (I) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (II) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (B) if the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose a trade secret to his attorney and use the trade secret information in the court proceeding, if the Executive files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

7. Return of Documents and Property. Upon the termination of Executive's employment from the Company, or at any time upon the request of the Company, Executive (or his heirs or personal representative) shall deliver to the Company (a) all documents and materials containing confidential information relating to the business or affairs of the Company or any of its affiliates, customers or clients and (b) all other documents, materials and other property belonging to the Company or its affiliates, customers or clients that are in the possession or under the control of Executive.

8. Noncompetition. By and in consideration of the salary and benefits to be provided by the Company hereunder, including the severance arrangements set forth herein, and further in consideration of the Executive's exposure to the proprietary information of the Company, the Executive agrees, unless the Executive requests in writing to the Board, and is thereafter authorized in writing to do so by the Board, that (a) during his employment under this Agreement, and (b) (i) for the one-year period following the termination of employment prior to a Change in Control or (ii) the two-year period following the termination of employment following a Change in Control, the Executive shall not directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed or otherwise connected in any manner with, including without limitation as a consultant, any business which at any relevant time during said period directly or indirectly competes with the Company or any of its affiliates in any country in which the Company does business. Notwithstanding the foregoing, the Executive shall not be prohibited during the non-competition period described above from being a passive investor where he owns not more than five percent of the issued and outstanding capital stock of any publicly-held company. The Executive further agrees that during said period, the Executive shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of the Company to terminate employment with the Company or hire any employee of the Company.

9. Nondisparagement. The Executive shall not, whether in writing or orally, in any forum, malign, denigrate or disparage the Company, its affiliates or any of their respective predecessors or successors, or any of the current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the foregoing, with respect to any of their respective past or present activities, or otherwise publish (whether in writing or orally) in any forum statements that tend to portray any of the aforementioned parties in an unfavorable light. Disclosure of information that the

Executive is required to disclose pursuant to any applicable law, court order, subpoena, compulsory process of law or governmental decree shall not constitute a violation or breach of this Section; provided that the Executive delivers written notice of such required disclosure to the Company or its designee promptly before making such disclosure if such notice is not prohibited by applicable law, court order, subpoena, compulsory process of law or governmental decree. 10. Enforcement. The Executive acknowledges that (i) the Executive's work for the Company has given and will continue to give him access to the confidential affairs and proprietary information of the Company; (ii) the covenants and agreements of the Executive contained in Sections 6, 7, 8 and 9 are essential to the business and goodwill of the Company; and (iii) Crown would not have entered into this Agreement but for the covenants and agreements set forth in Sections 6, 7, 8 and 9. The Executive further acknowledges that in the event of his breach or threat of breach of Sections 6, 7, 8 or 9 of this Agreement, the Company, in addition to any other legal remedies which may be available to it, shall be entitled to appropriate injunctive relief and/or specific performance in order to enforce or prevent any violations of such provisions, and the Executive and the Company hereby confer jurisdiction to enforce such provisions upon the courts of any jurisdiction within the geographical scope of such provisions. 11. Notices. All notices and other communications provided for herein that one party intends to give to the other party shall be in writing and shall be considered given when mailed or couriered, return receipt requested, or personally delivered, either to the party or at the addresses set forth below (or to such other address as a party shall designate by notice hereunder): If to the Company: Yardley, PA 19067 Attention: Chief Executive Officer If to the Executive, notice shall be sent to the Executive's address on file with the Company. 12. Amendments. This Agreement may be amended, modified or superseded only by a written instrument executed by both of the parties hereto. 13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Company and the Executive and their respective heirs, executors, personal representatives, successors and permitted assigns. 14. Assignability. This Agreement shall not be assignable, in whole or in part, by either party, without the prior written consent of the other party, provided that (i) this Agreement shall be binding upon and shall be assigned by Crown to any person, firm or corporation with which Crown may be merged or consolidated or which may acquire all or substantially all of the assets of Crown, or its successor ("Crown's Successor"), (ii) Crown shall require Crown's Successor to expressly assume in writing all of Crown's obligations under this Agreement and (iii) Crown's Successor shall be deemed substituted for Crown for all purposes of this Agreement. 15. Arbitration. Except as provided in Section 10 of this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Philadelphia, Pennsylvania in accordance with the rules of the American Arbitration Association, and judgment upon any award so rendered may be entered in any court having jurisdiction thereof. The determination of the arbitrator(s) shall be conclusive and binding on the Company and the Executive, and judgment may be entered on the arbitrator(s) award in any court having jurisdiction. 16. Governing Law. Except to the extent such laws are superseded by Federal laws, this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without reference to principles of conflict of laws. 17. Entire Agreement. This Agreement contains the entire Agreement between the parties relative to its subject matter, superseding all prior agreements or understandings of the parties relating thereto including the Severance Letter. In the event of any conflict between this Agreement and the terms of any benefit plan or any other agreement, the terms of this Agreement will control. 18. Waiver. Any term or provision of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof. The failure of either party at any time to require performance of any provision of this Agreement shall not affect such party's right at a later time to enforce such provision. No consent or waiver by either party to any default or to any breach of a condition or term in this Agreement shall be deemed or construed to be a consent or waiver to any other breach or default. 19. Withholding of Taxes. All payments made by the Company to the Executive under this Agreement shall be subject to the withholding of such amounts, if any, relating to tax, and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. 20. Survival. Anything contained in this Agreement to the contrary notwithstanding, the provisions of Sections 6, 7, 8, 9, 13, 14, 15, 16 and 17, (and the other provisions of this Agreement to the extent necessary to effectuate the survival of Sections 6, 7, 8, 9, 13, 14, 15, 16 and 17), shall survive termination of this Agreement and any termination of the Executive's employment hereunder. 21. Invalidity of Portion of Agreement. If any provision of this Agreement or the application thereof to either party shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the fullest extent of the law. If any clause or provision hereof is determined by any court of competent jurisdiction to be unenforceable because of its scope or duration, the parties expressly agree that such court shall have the power to reduce the duration and/or restrict the scope of such clause or provision to the extent necessary to permit enforcement of such clause or provision in reduced or restricted form. 22. Compliance with Code Section 409A. This Agreement is intended to comply with Code Section 409A (to the extent applicable) and the parties hereto agree to interpret, apply and administer this Agreement in the least restrictive manner necessary to comply therewith and without resulting in any increase in the amounts owed hereunder by the Company. If the Executive's termination of employment hereunder does not constitute a "separation from service" within the meaning of Code Section 409A, then any amounts payable hereunder on account of a termination of the Executive's employment and which are subject to Code Section 409A shall not be paid until the Executive has experienced a "separation from service" within the meaning of Code Section 409A. In addition, no reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit and the amount available for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the amount available for reimbursement, or in-kind benefits to be provided, in a subsequent calendar year. Any reimbursement to which the Executive is entitled hereunder shall be made no later than the last day of the calendar year following the calendar year in which such expenses were incurred. For purposes of the application of Code Section 409A, each payment in a series of payments will be deemed a separate payment. [Signature Page Follows] IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above. /s/ Timothy J. Donahue /s/ Carlos Baila GENERAL RELEASE NOTICE This is a very important document and you should thoroughly review and understand the terms and effect of this document before signing it. By signing

this General Release you will be releasing the Company from all liability to you. Therefore, you should consult with an attorney before signing the General Release. You have 60 days to consider this document. If you have not returned a signed copy of the General Release by that time, we will assume that you have elected not to sign the General Release. If you choose to sign the General Release, you will have an additional 7 days following the date of your signature to revoke the General Release by providing written notice to the Company to be received during such 7-day revocation period and the General Release shall not become effective or enforceable until the revocation period has expired without revocation. In consideration of pay and benefits provided to me by Crown Holdings, Inc. as set forth in my Employment Agreement, dated _____, 2023, and other good and valuable consideration to which I would not otherwise be entitled, I, Carlos Baila, on behalf of myself, my heirs, assigns, executors, agents and representatives, hereby release and discharge Crown Holdings, Inc. and its affiliates, parents, subsidiaries, successors, and predecessors, and all of their respective shareholders, employees, agents, officers and directors (hereinafter collectively referred to as the "Company") from any and all claims, demands, charges, complaints and /or causes of action, known or unknown, which I may have or could claim to have against the Company arising at any time up to and including the date of my signing of this General Release. This General Release includes, but is not limited to, all claims arising from or during my employment or as a result of the termination of my employment and all claims arising under federal, state or local laws prohibiting employment discrimination based upon age, race, sex, religion, disability, handicap, national origin or any other protected characteristic, including, but not limited to any and all claims arising under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, and all similar state or local laws, and / or any claims arising out of any legal restrictions, expressed or implied, on the Company's right to control or terminate the employment of its employees. Notwithstanding the foregoing, this General Release does not apply to claims for (i) amounts payable to me under Section 5 of my Employment Agreement or (ii) payments due to me under any outstanding stock option, restricted stock or other equity award agreement between me and the Company. I further agree that I will not file (or join, or accept any relief in) a lawsuit against the Company pleading or asserting any claims released in this General Release. If I breach this promise, and the action is found to be barred in whole or in part by this General Release, I agree to pay the attorneys' fees and costs, or the proportions thereof, incurred by the Company in defending against those claims that are found to be barred by this General Release. Nothing in this paragraph precludes me from challenging the validity of this General Release under the requirements of the Age Discrimination in Employment Act, and I shall not be responsible for reimbursing the attorneys' fees and costs of the Company in connection with such a challenge to the validity of the release. However, I acknowledge that this General Release applies to all claims I have under the Age Discrimination in Employment Act, and that, unless this General Release is held to be invalid, all of my claims under that Act shall be extinguished. I further acknowledge and agree that nothing in this General Release precludes or prevents me from filing a charge with the U. S. Equal Employment Opportunity Commission or other government agency. I agree that I will not seek or accept any relief obtained on my behalf by any government agency, private party, class, or otherwise with respect to any claims released in this General Release, provided that this General Release does not limit my right to receive an award for information provided to any government agency. I further acknowledge and agree that nothing in this General Release, or the confidentiality and non-disparagement provisions of the employment agreement prohibit me or the Company or any person or entity from (i) reporting possible violation of federal law or regulation to any governmental agency or entity or self-regulatory organization or making disclosures that are protected under the whistleblower provisions of federal law or regulation, or (ii) supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process. Further, nothing in this General Release shall preclude or prevent me from filing a charge with, providing information to, communicating with or cooperating with any governmental agency, including but not limited to the U. S. Equal Employment Opportunity Commission. I agree that I will not seek or accept any relief obtained on my behalf by any governmental agency, private party, class, or otherwise with respect to any claims released in this General Release provided that this General Release does not limit my right to receive an award for information provided to any governmental agency. By signing below, I acknowledge that I have carefully read and fully understand the provisions of this General Release. I further acknowledge that I am signing this General Release knowingly and voluntarily and without duress, coercion or undue influence. This General Release constitutes the total and complete understanding between me and the Company relating to the subject matter covered by this General Release, and all other prior or contemporaneous written or oral agreements or representations, if any, relating to the subject matter covered by this General Release are null and void. Neither the Company nor its agents, representatives or attorneys have made any representations to me concerning the terms or effects of this General Release other than those contained herein. It is also expressly understood and agreed that the terms of this General Release may not be altered except in a writing signed by both me and the Company. I agree and acknowledge that I have carefully read and understand this General Release, including the Section labeled "Notice" on the top of the first page; that I understand, in particular that I am agreeing to release all legal claims against the Company; that I sign this General Release knowingly and voluntarily; that I have been advised to consult with an attorney before signing it; and that this General Release shall not be subject to claims of fraud, duress and /or mistake. INTENDING TO BE LEGALLY BOUND, I hereby set my hand below: SIGNED BY: _____ Carlos Baila Date WITNESSED BY: _____ Witness signature Date CROWN HOLDINGS, INC. DEFERRED COMPENSATION PLAN FOR DIRECTORS (As Amended and Restated Effective February 23, 2023) This is the Crown Holdings, Inc. Deferred Compensation Plan for Directors, as amended and restated effective February 23, 2023. ARTICLE I. DEFINITIONS The following words and phrases as used herein have the following meanings unless a different meaning is plainly required by the context: 1. 1 "Account" means the separate bookkeeping account established under the Plan for each Participant, as described in Section 4. 1. 1. 2 "Administrator" means the Compensation Committee of the Board, or the person or committee appointed by the Compensation Committee, which shall be responsible for those functions assigned to the Administrator under the Plan. 1. 3 "Beneficiary" means the person, persons or trust designated by a Participant as direct or contingent beneficiary in the manner prescribed by the Administrator. The

Beneficiary of a Participant who has not effectively designated a Beneficiary shall be the Participant's estate. 1.4 "Board" means the Board of Directors of the Company. 1.5 "Change of Control" means: 1.5.1 A "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the "beneficial owner" (as defined in Rule 13D-3 under the Exchange Act)), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities; or 1.5.2 During any 12 month period, individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Section 1.5.1, Section 1.5.3 or Section 1.5.4 hereof) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of a majority of the directors then still in office who either were directors at the TAX. 11796865. 6.1.5.3 A merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 70% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or 1.5.4 A complete liquidation of the Company or sale or disposition by the Company of all or substantially all of the Company's assets. 1.6 "Code" means the Internal Revenue Code of 1986, as amended. 1.7 "Company" means Crown Holdings, Inc. 1.8-7. "Director **Deferred Cash Account**" means a member of the Board **separate bookkeeping account, as described in Section 4.1.1, established under the Plan for each Participant with respect to the deferred portion of his or her Directors' Fees.** 1.8. "Deferred Stock Account" means the separate bookkeeping account, as described in Section 4.3, established under the Plan for each Participant with respect to the deferred portion of his or her Stock Awards and Dividend Shares. 1.9. "Directors' Fees" means the cash fees paid to a **Non-Employee Director** for his or her service on the Board or any committee thereof. 1.10. "Dividend Payment Date" has the meaning set forth in Section 4.4.1. 11. "Dividend Record Date" has the meaning set forth in Section 4.4.1. 12. "Dividend Shares" has the meaning set forth in Section 4.4.1. 13. "Non-Employee Director" means a member of the Board who meets the definition of a "non-employee director" under Rule 16(b)-3(b)(3) promulgated by the 30471287. 112-2- Securities and Exchange Commission under the Exchange Act who is not an employee of the Company or any subsidiary or affiliate of the Company. 1.14. "Participant" means a **Non-Employee Director** who elects to participate in the Plan in accordance with the terms and conditions of the Plan. 1.15. "Plan" means the Crown Holdings, Inc. Deferred Compensation Plan for Directors. 1.16. "Plan Year" means the calendar year. 1.17. "Section 409A" has the meaning set forth in Section 7.2.1. 18. "Stock Award" means an award of Common Stock made to a **Non-Employee Director** pursuant to the Stock Plan or otherwise for his or her service on the Board or any committee thereof. 1.19. "Stock Plan" means the Crown Holdings, Inc. 2022 Stock-Based Incentive Compensation Plan as amended from time to time and any other equity-based compensation plan adopted by the Company for the benefit of, among others, **Non-Employee Directors.** 1.20. "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, beneficiary or "dependent" (as defined in Code Section 152, without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B)); loss of the Participant's property due ~~or to~~ casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. ARTICLE II. PARTICIPATION 2.1. Eligibility. Each ~~non-Non-employee~~ **Employee Director** who is entitled to Directors' Fees **and / or Stock Awards** is eligible to elect to participate in the Plan. 2.2. Participation. A **Non-Employee Director** who meets the eligibility requirements of Section 2.1 may elect to participate in the Plan by delivering to the Administrator a properly executed deferral election in the form provided by the Administrator. ARTICLE III. DEFERRAL OF DIRECTORS' FEES **AND STOCK AWARDS** 3.1. Deferral Election. A Director who elects to become a Participant may elect to defer receipt of all, or any part, of his or her Directors' Fees **and / or Stock Awards** for any Plan Year by delivering a properly executed deferral election form to the ~~30471287. 113-3-~~ Administrator on or before December 31 of the preceding Plan Year, which form shall specify the amount or percentage of Directors' Fees **and / or Stock Awards** to be deferred. **A deferral election with respect to a Stock Award made on a percentage basis shall be rounded down to the nearest number of whole shares.** An individual who is initially elected as a Director during a Plan Year may elect within **thirty (30)** days of such election to make a deferral election in accordance with this Section 3.1, provided that such election shall be effective only as to Directors' Fees **and / or Stock Awards** earned subsequent to such deferral election. Except as otherwise provided, a deferral election is irrevocable once the Plan Year to which it applies has commenced. 3.2. Payment Election. Concurrently with the initial deferral election under Section 3.1, a Director who elects to be a Participant shall deliver a properly executed election form to the Administrator designating (i) the Beneficiary of his or her Account in **which the event of the following forms** the Participant's **Deferred Cash Account and Deferred Stock** death; (ii) the time at which the Participant's Account shall be distributed ~~or begin to be distributed~~: (i) a lump sum; and (ii) in substantially equal quarterly installments over a period of five (5) years; or (iii) in substantially equal quarterly installments over a period of ten (10) years. After a Participant has made such initial election designating the form in which the of payment, such election shall apply to any subsequent amounts a Participant's Account shall be distributed ~~elects to defer under Section 3.1~~ The time and form ~~for~~ of payment may be changed by any subsequent Plan Year (and if a Participant indicates otherwise on a subsequent election form, such (in accordance with procedures established by the Administrator) only if (i) the subsequent election ~~will~~ **shall be disregarded**). Except as provided in Section 5.3 and Section 5.4, and in the case of an Unforeseeable Emergency, the form of payment shall ~~not be changed once an initial~~ take effect until at least 12 months after the date on which the subsequent election **becomes effective** is made; (ii) the payment with respect to which the subsequent election is made is deferred for at least five years from the date such

payment would otherwise have been paid (or commence); and (iii) the subsequent election is made at least 12 months before the date the payment was otherwise scheduled to be paid (or commence).

ARTICLE IV. ACCOUNTING FOR DEFERRED DIRECTORS' FEES AND DEFERRED STOCK AWARDS

4. 1. Establishment of an Deferred Cash Account. The Administrator shall establish an a Deferred Cash Account for each Participant deferring Directors' Fees. Directors' Fees that are deferred shall be credited to such the Participant' s Deferred Cash Account as of the date such Directors' Fees would otherwise have been paid to the Participant.

4. 2. Earnings on the Deferred Cash Account. As of the first day of each month quarter, a Participant' s Deferred Cash Account shall be credited with an amount equal to the product of: (i) one-twelfth fourth of the prime interest rate as reported in the Wall Street Journal as of the first day of the preceding month quarter and (ii) the Participant' s Deferred Cash Account balance as of the last day of the preceding month quarter.

4. 3. Establishment of a Deferred Stock Account. The Administrator shall establish a Deferred Stock Account for each Participant deferring all, or any part of, his or her Stock Awards. Shares of Common Stock with respect to Stock Awards that are deferred shall be credited to such Deferred Stock Account as of the date such Stock Award (or portion thereof) would otherwise have been granted to the Participant.

30471287. 114- 4- 4. 4. Dividend Shares. Each Participant' s Deferred Stock Account with a balance on any dividend record date (" Dividend Record Date ") will, on the applicable date that such dividends are paid (" Dividend Payment Date "), be credited with a number of shares (" Dividend Shares "), including fractional shares, equal to (i) (A) the number of shares comprising the balance of such Participant' s Deferred Stock Account on the applicable Dividend Record Date, multiplied by (B) the dollar amount of dividends declared with respect to one share of Common Stock, divided by (ii) the closing price of one share of Common Stock on the applicable Dividend Payment Date.

4. 5. No Rights as a Stockholder. The Participant shall have no rights as a stockholder with respect to any Stock Awards credited to his or her Deferred Stock Account.

ARTICLE V. DISTRIBUTION OF A PARTICIPANT' S DEFERRED CASH ACCOUNT AND DEFERRED STOCK ACCOUNT

5. 1. Distributions. Except as otherwise provided herein, a Participant' s Deferred Cash Account and Deferred Stock Account shall be distributed in accordance with Section 5. 2, Section 5. 3 or Section 5. 4.

5. 2 Normal Payment Date. Subject to Section 5. 3 and Section 5. 4, a Participant' s Deferred Cash Account and Deferred Stock Account shall be distributed (in cash. A Participant' s Deferred Stock Account shall be converted to cash, using the closing share price or for begin the Common Stock on the date the Participant ceases to serve as a Non- Employee Director. Fractional shares shall be valued on a pro rata basis. If a Participant has elected to receive distributions over an installment period, the funds from the conversion of the Deferred Stock Account shall be credited to the Participant' s Deferred Cash Account and shall be distributed) on the date, or upon the permissible payment event, specified in accordance with the Participant' s deferral election form under Section 3. 2.

5. 2. Separation from Service. A Participant who ceases to serve as a Non- Employee Director (for any reason other than death) shall receive a distribution (or begin to receive a distribution) of his or her Deferred Cash Account and Deferred Stock Account as soon as administratively feasible following such termination in accordance with the Participant' s election under Section 3. 2. During any installment period, a Participant' s Deferred Cash Account shall continue to be credited with earnings thereon in accordance with Section 4. 2.

5. 3. Change of in Control. Notwithstanding Section 5. 2, a Participant shall receive a distribution of his or her Deferred Cash Account and Deferred Stock Account in a cash lump sum as soon as administratively feasible following a Change of in Control. All Deferred Stock Account balances shall be valued by reference to the share price for the Common Stock immediately prior to the Change in Control.

5. 4. Participant' s Death. If Notwithstanding Section 5. 2, if a Participant dies while serving on the Board or while receiving quarterly installment distributions, the Participant' s Deferred Cash Account and Deferred Stock Account shall be distributed to his or her Beneficiary the Participant' s estate in a cash lump sum as soon as administratively feasible following 30471287. 115- 5- the Participant' s death. All Deferred Stock Account balances shall be valued by reference to the closing share price or for Section 5. 4, a the Common Stock on the date of the Participant' s death.

5. 5 Form of Distribution.

5. 5. 1 Pre- Change of Control Distribution. In the event of a distribution pursuant to Section 5. 2 the closing share price or for Section 5. 4, a the Common Stock on the date of the Participant' s death Account shall be distributed in the following form, as designated by the Participant in accordance with Section 3. 2:

5. 5. 1. 1 a lump sum; or

5. 5. 1. 2 in monthly installments over a period, not to exceed 10 years. During the installment period, a Participant' s Account shall continue to be credited with earnings in accordance with Section 4. 2.

5. 5. 2 Distribution on Account of a Change of Control. Notwithstanding Section 5. 5. 1, in the event of a distribution pursuant to Section 5. 3, a Participant' s Account will be distributed in a cash lump sum.

ARTICLE VI. UNFORESEEABLE EMERGENCY

6. 1. In General. Notwithstanding any other provision of the Plan, in the event of an Unforeseeable Emergency, a Participant may request, in accordance with procedures established by the Administrator, a cancellation of deferrals under this Plan or a distribution in accordance with this Article VI. The determination of whether a Participant has experienced an Unforeseeable Emergency will be in the Administrator' s sole and absolute discretion.

6. 2. Cancellation of Deferrals. A Participant' s deferral election may be canceled by the Administrator in the event of an Unforeseeable Emergency. Any later future deferral election shall be made in accordance with Section 3. 1.

6. 3. Permitted Distribution. The Administrator may permit a distribution due to an Unforeseeable Emergency in an amount limited to the amount reasonably necessary to satisfy such emergency and to pay any necessary taxes and penalties related to such distribution.

ARTICLE VII. AMENDMENT AND TERMINATION

7. 1. Amendment. The Board reserves the right to amend the Plan at any time, in any manner whatsoever, after delivery of written notification to all Directors of its intention and the effective date thereof; provided, however, that no such amendment shall operate to reduce the benefit that any Participant who is participating at the time such amendment is adopted would otherwise receive hereunder.

7. 2. Termination of the Plan. Continuance of the Plan is completely voluntary, and is not assumed as a contractual obligation of the Company. The Company, having adopted the Plan, shall have the right, at any time, prospectively to discontinue the Plan by action of the Board; provided, however, that such termination shall not operate to reduce the benefit that any Participant who is participating at the time such amendment is adopted would otherwise receive hereunder. In the event of a Plan termination, a Participants- Participant' s Deferred Cash

~~Accounts-~~ **Account and Deferred Stock Account** shall be paid in accordance with the Plan as in effect immediately prior to such termination, provided that the Company may accelerate payments to the extent permitted under **Code** Section 409A ~~of and~~ the **Code regulations and guidance promulgated thereunder (“ Section 409A ”)**. **30471287. 116- 6-** ARTICLE VIII. MISCELLANEOUS 8. 1. **409A Compliance.** The Plan and all benefits payable hereunder are intended to comply with **Code** Section 409A ~~and the regulations and guidance promulgated thereunder (“ Section 409A ”)~~. Accordingly, to the maximum extent permitted, the Plan shall be administered, interpreted and construed in a manner consistent with Section 409A. Notwithstanding anything contained in the Plan to the contrary, a Participant shall not be considered to have terminated service with the Company until such Participant would be considered to have incurred a “ separation from service ” from the Company within the meaning of Section 409A. Each amount or installment payable under the Plan shall be considered a separate and distinct payment for purposes of Section 409A. Notwithstanding anything contained herein to the contrary, to the extent required to avoid tax penalties under Section 409A, amounts that would otherwise be payable during the six (6) month period immediately following the Participant’ s separation from service shall instead be paid on the first business day after the date that is six (6) months following the Participant’ s separation from service (or, if earlier, the Participant’ s date of death). The Company makes no representations that any or all payments under the Plan will be exempt or comply with Section 409A and shall have no liability to any Participant or any other person if such payments are not so exempt or compliant. 8. 2. **Participant’ s Rights Unsecured.** The right of any Participant ~~or Beneficiary~~ to receive future payments under the provisions of the Plan shall be an unsecured claim against the general assets of the Company. Any fund, account, trust, contract or arrangement the Company chooses to establish for the future payment of benefits under the Plan shall remain part of the Company’ s general assets and no person claiming payments under the Plan shall have any right, title or interest in or to any such fund, account, trust, contract or arrangement. 8. 3. **Administration.** The Plan shall be administered by the Administrator, who shall have the authority to adopt rules and regulations for carrying out the Plan, and who shall interpret, construe and implement the provisions of the Plan. 8. 4. **Non- alienation.** The right of any Participant to the payment of any benefit hereunder shall not be assigned, transferred, pledged or encumbered. 8. 5. **Incapacity.** If the Administrator shall determine that a Participant ~~or Beneficiary~~ to whom any payment is due under the Plan is unable to care for his or her affairs because of illness or incapacity, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the spouse of the Participant ~~or Beneficiary~~, to his or her child, parent, brother or sister, or to any other person deemed by the Administrator to have incurred expenses for such person otherwise entitled to payment, in such manner and proportions as the Administrator may determine. Any such payment shall be a complete discharge of the liabilities of the Company under the Plan. **30471287. 117- 7-** 8. 6. **Succession.** The Plan shall be binding upon and inure to the benefit of the Company, its successors and assigns, and the Participants and their heirs, executors, administrators, and legal representatives. 8. 7. **Governing Law.** The Plan shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, except to the extent superseded by federal law . **30471287. 118- 8- 2022 STOCK- BASED INCENTIVE**

COMPENSATION PLAN Pursuant to the power reserved to it in Section 13. 1 of the Crown Holdings, Inc. 2022 Stock-Based Incentive Compensation Plan (the “ 2022 Plan ”), the Board of Directors of Crown Holdings, Inc. hereby amends the 2022 Plan, effective October 26, 2023, as follows: 1. A new Section 8. 4 shall be inserted, immediately following Section 8. 3, as follows: “ 8. 4. Each Non- Employee Director may make a written election to defer all or a portion of any Annual Stock Award for Non- Employee Directors in accordance with the terms of the Crown Holdings, Inc. Deferred Compensation Plan for Directors, as amended from time to time; provided that any deferral under this Section 8. 4 shall comply with all applicable laws, rules and regulations, including, without limitation, Section 409A of the Code and such administrative procedures as established by the Committee in its sole discretion. ” * * * To record the adoption of this Amendment No. 1 to the 2022 Plan, Crown Holdings, Inc. has authorized its officer to affix its corporate name effective as of the date indicated above. CROWN HOLDINGS, INC. By: / s / Timothy J. Donahue Name: Timothy J. Donahue Title: President and Chief Executive Officer EXECUTIVE OFFICER CASH SEVERANCE POLICY Crown Holdings, Inc. (the “ Company ”) will not enter into any future employment agreement, severance agreement or separation agreement with any Executive Officer of the Company, or establish any new severance plan or policy covering any Executive Officer of the Company, in each case that provides for Cash Severance Benefits exceeding 2. 99 times the sum of the Executive Officer’ s base salary plus Target Bonus, without seeking stockholder ratification of such agreement, plan or policy. For purposes of this Policy: “ Cash Severance Benefits ” means cash payments: (i) in respect of the termination of the Executive Officer’ s employment; (ii) to secure an agreement not to compete with the Company; or (iii) to offset any tax liability in respect of any of the foregoing. For the avoidance of doubt, “ Cash Severance Benefits ” do not include (a) the payment, vesting, acceleration or other handling of equity- based awards granted under stockholder- approved plans prior to the Executive Officer’ s termination of employment, (b) payment of deferred compensation, earned retirement benefits or other vested employee benefits, in each case consistent with normal practices, provided under the Company’ s retirement or employee benefit plans, (c) the provision of perquisites, insurance, disability, health and welfare plan coverage and other non- cash benefits generally available to similarly- situated employees, (d) any interest required to be paid pursuant to the terms of any Company plan or policy between the termination date and the payment date, (e) any unpaid bonus earned by the Executive Officer with respect to any previously completed performance period, (f) accrued but unpaid Base Salary or paid time off through the termination date and reimbursement for any expenses validly incurred prior to the termination date or (g) any payment in respect of the Executive Officer’ s bonus for the year of termination based on target or actual performance (prorated based on the Executive Officer’ s days of service during the annual performance period). “ Executive Officer ” has the same meaning assigned to that term in the Company’ s Compensation Recovery Policy, as it exists from time to time. “ Target Bonus ” means the Executive Officer’ s target bonus under the Company’ s annual incentive plan applicable to the Executive

Officer for the year of termination, provided that if no target bonus has been established for such year under such plan, the year immediately preceding the year of termination. Exhibit 21- Subsidiaries of Registrant NAMESTATE OR COUNTRY OF INCORPORATION OR ORGANIZATIONCrown Cork & Seal Company, Inc. PennsylvaniaCROWN Americas LLCPennsylvaniaCrown Consultants, Inc. PennsylvaniaCrown Financial CorporationPennsylvaniaCrown CorporationPennsylvaniaCR Americas Capital Corp. USA, Inc. DelawareCrown Americas Capital Corp. HDelawareCrown-- DelawareCrown Americas Capital Corp. IIDelawareCrown Americas Capital Corp. IVDelawareCrown Americas Capital Corp. VDelawareCrown Americas Capital Corp. VIDelawareCrown Beverage Holdings, Inc. DelawareCROWN Beverage Packaging, LLCDelawareCROWN Beverage Packaging Puerto Rico, Inc. DelawareCrown Cork & Seal Company (DE), LLCDelawareCrown Cork and Seal Receivables II LLCDelawareCROWN Cork & Seal USA, Inc. DelawareCrown International Holdings, Inc. DelawareCROWN Packaging Holdings LLCDelawareCROWN Packaging Technology, Inc. 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GmbH Switzerland CROWN Asia Ltd. Thailand CROWN AP (Thailand) Company Limited Thailand CROWN Bevcan and Closures (Thailand) Company Limited Thailand CROWN Foodcan (Hat Yai) Company Limited Thailand CROWN Foodcan (Nakhon Pathom) Company Limited Thailand CROWN Food Packaging (Thailand) Public Company Limited Thailand CROWN TCP Beverage Cans Company Limited Thailand Pet Containers (Thailand) Limited Thailand Signode (Thailand) Ltd. Thailand CROWN Packaging Trinidad Limited Trinidad CROWN Maghreb Can Tunisia CROWN Bevcan Türkiye Ambalaj Sanayi Ve Ticaret Limited Sirketi Turkey Form Koruyucu Ambalaj Sanayi Ve Ticaret Limited Sirketi Turkey CROWN Emirates Company Limited United Arab Emirates Carnaud Metalbox Emirates NAME STATE OR COUNTRY OF INCORPORATION OR ORGANIZATION Carnaud Metalbox Engineering Limited United Kingdom Carnaud Metalbox Group UK Ltd. United Kingdom Carnaud Metalbox Overseas Ltd. United Kingdom Crown Packaging Commercial UK Limited United Kingdom Crown Packaging Distribution UK Limited United Kingdom Crown Packaging Manufacturing UK Limited United Kingdom Crown Packaging Services EMEA Limited United Kingdom CROWN Packaging UK Limited United Kingdom Crown UK Holdings Limited United Kingdom Mec- A- Tec Services Limited United Kingdom Signode UK Ltd United Kingdom CROWN Beverage Cans Danang Limited Vietnam CROWN Beverage Cans (Dong Nai) Limited Vietnam CROWN Beverage Cans Hanoi Limited Vietnam CROWN Beverage Cans Saigon Limited Vietnam CROWN Beverage Cans Vung Tau Company Limited Vietnam

(1) The list includes only consolidated subsidiaries which are directly owned or indirectly owned by the Registrant. (2) In accordance with Regulation S- K, Item 601 (b) (ii), the names of certain subsidiaries have been omitted from the foregoing list. The unnamed subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary, as defined in Regulation S- X, Rule 1- 02 (w). Exhibit 22- List of Guarantor Subsidiaries The following subsidiaries of Crown Holdings, Inc. (the " Company") were, as of December 31, 2022-2023, guarantors of the Company' s \$ 350 principal 7. 375 % senior notes due 2026 and \$ 40 principal 7. 5 % senior notes due 2096: The following subsidiaries of the Company were, as of December 31, 2022-2023, guarantors of the Company' s \$ 400 principal 4. 25 % senior notes due 2026, \$ 875 principal 4. 75 % senior notes due 2026 and \$ 500 principal 5. 250 % senior notes due 2030: NAME STATE OR COUNTRY OF INCORPORATION OR ORGANIZATION Crown Cork & Seal Company, Inc. Pennsylvania CROWN Americas LLC Pennsylvania Crown Consultants, Inc. Pennsylvania Crown Financial Corporation Pennsylvania Crown Americas Capital Corp. Delaware Crown Americas Capital Corp. IV Delaware Crown Americas Capital Corp. V Delaware Crown Americas Capital Corp. VI Delaware Crown Beverage Holdings, Inc. VI Delaware CROWN -- Delaware CROWN Beverage Packaging, LLC Delaware CROWN Beverage Packaging Puerto Rico, Inc. Delaware Crown Cork & Seal Company (DE), LLC Delaware CROWN Cork & Seal USA, Inc. Delaware Crown International Holdings, Inc. Delaware CROWN Packaging Technology, Inc. Delaware CR USA, Inc. Delaware Foreign Manufacturers Finance Corporation Delaware Signode Industrial Group Holdings US Inc Delaware Signode Industrial Group LLC Delaware Signode Industrial Group US Inc Delaware Signode International IP Holdings LLC Delaware Signode Pickling Holding LLC Delaware Signode US IP Holdings LLC Delaware TopFrame LLC Delaware Package Design and Manufacturing, Inc. Michigan Simplimatic Engineering Holdings, LLC Ohio Simplimatic Automation LLC Ohio SE International Holdings Ohio SE International Holdings II Ohio SEH Real Estate Holdings LLC Virginia EXHIBIT 23 CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM We hereby consent to the incorporation by reference in the Registration Statements on Form S- 8 (Nos. 333- 188568, 333- 166764, 333- 140992, 333- 140991, 333- 230008, and 333- 268351) of Crown Holdings, Inc. of our report dated February 27, 2023-2024 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10- K. / s / PricewaterhouseCoopers LLP Philadelphia, Pennsylvania EXHIBIT 31. 1 CERTIFICATION I, Timothy J. Donahue, certify that: 1. I have reviewed this annual report on Form 10- K of Crown Holdings, Inc. (" the registrant "); 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report; 4. The registrant' s other certifying officer (s) 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 (s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant' s auditors and the audit committee of the registrant' s board of directors (or persons performing the equivalent functions): a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant' s ability to record, process, summarize and report financial information; and b) any fraud, whether or not material, that involves

management or other employees who have a significant role in the registrant's internal control over financial reporting. Date: February 27, ~~2023-2024~~ / s / Timothy J. Donahue Timothy J. Donahue Chief Executive Officer EXHIBIT 31. 2 I, Kevin C. Clothier, certify that: Date: February 27, ~~2023-2024~~ / s / Kevin C. Clothier Kevin C. Clothier Chief Financial Officer EXHIBIT 32 CERTIFICATION PURSUANT TO 18 U. S. C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES- OXLEY ACT OF 2002 In connection with the Annual Report of Crown Holdings, Inc. (the " Company ") on Form 10- K for the period ending December 31, ~~2022-2023~~ (the " Report "), each of the undersigned officers certify, pursuant to 18 U. S. C. § 1350, as adopted pursuant to § 906 of the Sarbanes- Oxley Act of 2002, that: (1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and (2) The information contained in the Report fairly presents, in all material respects, the financial position and results of operations of the Company. Date: February 27, ~~2023-2024~~ / s / Timothy J. Donahue Timothy J. Donahue Chief Executive Officer Date: February 27, ~~2023-2024~~ / s / Kevin C. Clothier Kevin C. Clothier 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. The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to this Annual Report on Form 10- K and shall not be deemed to be " filed " for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934. **I. Purpose The Board of Directors (the " Board ") of Crown Holdings, Inc. (the " Company ") has adopted this Compensation Recovery Policy (this " Policy ") to enable the Company to recover Erroneously Awarded Compensation (as defined below) in the event the Company is required to prepare an Accounting Restatement (as defined below). This Policy is intended to comply with, and shall be interpreted to be consistent with, Section 10D of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), Rule 10D- 1 promulgated under the Exchange Act (" Rule 10D- 1 ") and Section 303A. 14 of the New York Stock Exchange (" NYSE ") Listed Company Manual (the " Listing Standards ").** **II. Definitions For purposes of this Policy, the following capitalized terms shall have the meanings set forth below:** **1. " Accounting Restatement " means an accounting restatement of the Company's financial statements due to material noncompliance with any financial reporting requirement applicable to the Company under the securities laws of the United States of America, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.** **2. " Applicable Period " means the three completed fiscal years immediately preceding the date on which the Company is required to prepare an Accounting Restatement, as well as any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years (except that a transition period that comprises a period of at least nine months shall count as a completed year). The " date on which the Company is required to prepare an Accounting Restatement " is the earlier to occur of (a) the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement or (b) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement, in each case regardless of if or when the restated financial statements are filed.** **3. " Erroneously Awarded Compensation " means, in the event of an Accounting Restatement, the amount of Incentive- Based Compensation received that exceeds the amount of Incentive- Based Compensation that otherwise would have been received had it been determined based on the restated amounts in such Accounting Restatement, computed without regard to any taxes paid by the relevant Executive Officer; provided, however, that for Incentive- Based Compensation based on stock price or total BUSINESS. 30229417. 6 1 stockholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement: (i) the amount of Erroneously Awarded Compensation must be based on the Company's reasonable estimate of the effect of the Accounting Restatement on the stock price or total stockholder return upon which the Incentive- Based Compensation was received; and (ii) the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the Stock Exchange.** **4. " Executive Officer " means the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice- present of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy- making function, or any other person who performs similar policy- making functions for the Company. An executive officer of the Company's parent or subsidiary is deemed an " Executive Officer " if the executive officer performs such policy making functions for the Company.** **5. " Financial Reporting Measure " means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measure; provided, however, that a Financial Reporting Measure is not required to be presented within the Company's financial statements or included in a filing with the Securities Exchange Commission. Financial Reporting Measures include but are not limited to the following (and any measure derived from the following): Company stock price; total shareholder return (" TSR "); revenue; net income; operating income; profitability of one or more reportable segments; financial ratios (e. g., accounts receivable turnover and inventory turnover rates); earnings before interest, taxes depreciation and amortization (" EBITDA "); funds from operations and adjusted funds from operations; liquidity measures (e. g., working capital and operating cash flow); return measures (e. g., return on invested capital, return on assets and economic profit); earnings measures (e. g., earnings per share); and any of such financial reporting measures relative to a peer group.** **6. " Incentive- Based Compensation " means any compensation that is granted, earned or vested based wholly or in part upon the attainment**

of a Financial Reporting Measure. 7. “ Stock Exchange ” means the New York Stock Exchange or any other national stock exchange on which the Company’s common stock is then listed. III. Administration This Policy shall be administered by the Compensation Committee of the Board (the “ Committee ”). The Committee is authorized to interpret and construe this Policy and to make all determinations necessary or advisable for the administration of this Policy. In addition, the Committee shall have broad discretion to determine the appropriate means of recovery of Erroneously Awarded Compensation based upon all applicable facts and circumstances. All BUSINESS. 30229417. 6 2 determinations made by the Committee shall be final and binding on all affected individuals and need not be uniform with respect to each individual covered by the Policy. IV. Recoupment of Erroneously Awarded Compensation. In the event the Company is required to prepare an Accounting Restatement, the Company shall reasonably promptly recover the amount of any Erroneously Awarded Compensation received by any Executive Officer during the Applicable Period. This Policy applies to all Incentive- Based Compensation received by a person: (a) after beginning services as an Executive Officer; (b) who served as an Executive Officer at any time during the performance period for such Incentive- Based Compensation; (c) while the Company had a listed class of securities on a national securities exchange; and (d) during the Applicable Period. For purposes of this Policy, Incentive- Based Compensation is deemed received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive- Based Compensation award is attained, even if the payment or grant of the Incentive- Based Compensation occurs after the end of that period. For the avoidance of doubt, Incentive- Based Compensation that is subject to both a Financial Reporting Measure vesting condition and a service- based vesting condition shall be considered received when the relevant Financial Reporting Measure is achieved, even if the Incentive- Based Compensation continues to be subject to the service- based vesting condition. V. Method of Recoupment The Committee shall determine, in its sole discretion, the timing and method for promptly recouping Erroneously Awarded Compensation hereunder, which may include without limitation (a) seeking reimbursement of all or part of any cash or equity- based award, (b) cancelling prior cash or equity- based awards, whether vested or unvested or paid or unpaid, (c) cancelling or offsetting against any planned future cash or equity- based awards, (d) forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder and (e) any other method authorized by applicable law or contract. Subject to compliance with applicable law, the Committee may affect recovery under this Policy from any amount otherwise payable to an Executive Officer, including amounts payable to such individual under any otherwise applicable Company plan or program, including base salary, bonuses, or commissions and compensation previously deferred by the Executive Officer. The Company is authorized and directed pursuant to this Policy to recoup Erroneously Awarded Compensation in compliance with this Policy unless the Committee has determined that recovery would be impracticable solely for the following limited reasons, and subject to the following procedural and disclosure requirements: BUSINESS. 30229417. 6 3 ◦ The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Committee must make a reasonable attempt to recover such erroneously awarded compensation, document such reasonable attempt (s) to recover and provide that documentation to the Stock Exchange; ◦ Recovery would violate home country law of the Company where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recovery any amount of Erroneously Awarded Compensation based on violation of home country law of the Company, the Committee must satisfy the applicable opinion and disclosure requirements of Rule 10D- 1 and the Listing Standards; or ◦ Recovery would likely cause an otherwise tax- qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U. S. C. 401 (a) (13) or 26 U. S. C. 411 (a) and regulations thereunder. VI. No Indemnification of Executive Officers Notwithstanding the terms of any indemnification or insurance policy or any contractual arrangement with any Executive Officer that may be interpreted to the contrary, the Company shall not indemnify any Executive Officer against the loss of any Erroneously Awarded Compensation, including any payment or reimbursement for the cost of third- party insurance purchased by any Executive Officer to fund potential clawback obligations under this Policy. VII. Administrator Indemnification The members of the Committee, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Committee or the Board under applicable law or Company policy. VIII. Effective Date; Retroactive Application The Policy shall be effective as of October 2, 2023 (the “ Effective Date ”). The terms of this Policy shall apply to any Incentive- Based Compensation that is received by Executive Officers on or after the Effective Date, even if such Incentive- Based Compensation was approved, awarded, granted or paid to Executive Officers prior to the Effective Date. IX. Amendment; Termination BUSINESS. 30229417. 6 4 The Committee may amend, modify, supplement, rescind or replace all or any portion of this Policy at any time and from time to time in its discretion, and shall amend this Policy as it deems necessary to comply with applicable law or any rules or standards adopted by the Stock Exchange. X. Other Recoupment Rights; Company Claims The Board intends that this Policy shall be applied to the fullest extent of the law. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law or pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company. Nothing contained in this Policy, and no recoupment or recovery as contemplated by this Policy, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against an Executive Officer arising out of or resulting from any

actions or omissions by the Executive Officer. XI. Successors This Policy shall be binding and enforceable against all Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives. XII. Governing Law; Venue This Policy and all rights and obligations hereunder are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, excluding any choice of law rules or principles that may direct the application of the laws of another jurisdiction. All actions arising out of or relating to this Policy shall be heard and determined exclusively in the state courts of the Commonwealth of Pennsylvania in and for Bucks County or the federal courts of the Eastern District of Pennsylvania. BUSINESS. 30229417. 6 5