UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 24, 2026

Amrize Ltd

(Exact name of registrant as specified in its charter)

Switzerland	1-42542	98-1807904
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Grafenauweg 8,
Zug 6300
(Address of principal executive offices, including Zip Code)

+41 41 562 3490
(Registrant's telephone number, including area code)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value $0.01 per share	AMRZ	New York Stock Exchange

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

Emerging growth company ☐

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

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

On August 24, 2026, Amrize Ltd (the "Company") announced that its Board of Directors (the "Board") appointed Samuel J. Poletti as Chief Financial Officer of the Company, effective as of August 24, 2026 (the "Effective Date"). Mr. Poletti will succeed Baris Oran, who is stepping down from his current position as Chief Financial Officer of the Company.

Mr. Poletti, age 45, had served as the Company's Chief Strategy and M&A Officer since the Company's spin-off from Holcim Ltd ("Holcim") in June 2025. Mr. Poletti previously served as Holcim's Global Head of M&A from 2018 to June 2025. Prior to that, Mr. Poletti served in various other roles at Holcim, including as Vice President, Senior M&A Manager and as Assistant Vice President, Head of Strategy and Business Development South Asia.

In connection with his appointment, the Company entered into a new employment agreement with Mr. Poletti setting forth the terms of his employment as Chief Financial Officer of the Company (the "Employment Agreement"), together with an International Assignment Agreement governing his assignment from the Company to Amrize North America Inc. in the U.S. (the "Assignment Agreement"), which serves as an addendum to the Employment Agreement. Both agreements are dated as of, and effective on, the Effective Date. The Employment Agreement is of unlimited duration and may be terminated by either party upon twelve months' prior written notice. The Assignment Agreement, which supersedes any inconsistent terms in the Employment Agreement, begins on the Effective Date and is expected to continue for five years until August 23, 2031. Mr. Poletti is not eligible to receive any termination or change of control payments under either agreement. Under the Employment Agreement, Mr. Poletti is subject to certain non-competition, non-solicitation and confidentiality covenants.

Pursuant to the Employment Agreement, as modified by the Assignment Agreement, Mr. Poletti is entitled to an initial annual base salary of $725,000 and is eligible to participate in the Company's cash and equity incentive plans. His initial annual bonus target is 100% of base salary, with a maximum annual bonus entitlement of 200% of his base salary. Under the Assignment Agreement, he will receive an annual car allowance of $29,000, an annual housing allowance of $100,000, and certain other relocation and repatriation benefits and tax advisory services.

In connection with his appointment, Mr. Poletti will also receive additional performance stock units in respect of the 2026 award cycle, with a grant date fair value of $860,000. This award will be subject to the same terms and conditions, including vesting, as the performance stock units previously granted to him and to similarly situated Company executives in February 2026.

The foregoing descriptions of the Employment Agreement and Assignment Agreement are qualified in their entirety by reference to the full texts of such agreements, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated by reference in this Item 5.02.

Mr. Poletti does not have any family relationships with any director or executive officer of the Company, and there are no arrangements or understandings with any persons pursuant to which Mr. Poletti has been appointed to his position. In addition, he is not a party to any transactions required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

On August 24, 2026, Mr. Oran informed the Company that he was stepping down for personal reasons. Effective that date, (i) his service as Chief Financial Officer ended, and (ii) the 12-month notice termination period under his employment agreement commenced and will run until August 24, 2027, during which time he will remain an employee. Mr. Oran's departure from the CFO role is not related to any disagreement between Mr. Oran and the Company on any matter relating to the Company's financial controls, financial reporting, operations, policies, or practices.

Item 7.01. Regulation FD Disclosure.

On August 24, 2026, the Company issued a press release announcing the matters described in Item 5.02 hereof. A copy of the Company's press release is being furnished as Exhibit 99.1 to this Form 8-K. The exhibit attached hereto shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	**Exhibit**
10.1	Employment Agreement dated August 24, 2026, by and between Amrize Ltd and Samuel J. Poletti.
10.2	International Assignment Agreement dated August 24, 2026, by and among Amrize Ltd, Amrize North America Inc. and Samuel J. Poletti.
99.1	Press Release dated August 24, 2026.
104	Cover Page Interactive Data File (formatted as Inline XBRL).

SIGNATURE

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

AMRIZE LTD

/s/ Denise Singleton

Date: August 24, 2026

Name: Denise Singleton
Title: Chief Legal Officer and Corporate Secretary

EXHIBIT 10.1

PRIVATE / CONFIDENTIAL

Samuel Poletti
[address]

Employee

Amrize Ltd
Grafenauweg 8
CH - 6300 Zug

Employer

Zug, August 24, 2026

Contract of Employment

Dear Sam

We are pleased to confirm herewith our mutual agreement regarding your employment as follows.

1. Effective Date, Duration & Years of Service

This Contract of Employment comes into effect on August 24, 2026 (the "Effective Date").

This Contract of Employment replaces the existing employment contract between you and the Employer.

This Contract of Employment is concluded for an unlimited period and can be terminated according to the termination clauses stated below.

If any rights or obligations under this contract are based on years of service, your time worked at any other Amrize Group company will be counted towards your total years of service with the Employer. Your official seniority date is October 1, 2007.

2. Function

You are appointed as Chief Financial Officer and member of the Executive Committee of the Amrize Group. Your appointment is subject to the approval of the Board of Directors of the Employer.

You shall dedicate full working capacity to the Employer and the Amrize Group. You shall devote as much time to the performance of the duties hereunder as shall be necessary and adequate. Overtime work performed is fully compensated by the Annual Base Salary as set forth under clause 4.1.

You will report to the CEO of Amrize Ltd and, on his instruction, to the Board of Directors of Amrize Ltd and its Chairperson. The CEO of Amrize Ltd shall supervise you. Your functions and responsibilities are determined by the Organizational Rules, approved by the Board of Directors of Amrize Ltd and as amended from time to time, and as determined by the Board of Directors of Amrize Ltd or the CEO from time to time.

As a member of the Executive Committee, you are obliged to take on official functions (e.g., membership on a Board of Directors, management position) in certain Amrize Group companies. Any paid or unpaid activity for or on behalf of any company or companies outside of the Amrize Group requires the Employer's prior written approval.

3. Place of Work

Your place of work remains Grafenauweg 8, 6300 Zug, Switzerland, or any other place where the Amrize Group operates, as directed by the CEO of Amrize Ltd.

You may be required to travel for business purposes or work remotely, as necessary.

4. Compensation and Benefits

4.1. Annual Base Salary

Your Annual Base Salary is USD 725.000,00 gross (100%-base).

For Swiss payroll purposes, this amount is converted to CHF using the FX rate applicable on the Effective Date. The conversion rate will be reviewed and adjusted annually as of January 1, and additionally whenever your Base Salary is adjusted, in each case using the FX rate applicable on the relevant date.

It is paid pro rata from the effective date and will be paid in twelve monthly instalments by bank transfer at the end of each calendar month.

Your Annual Base Salary for subsequent years may be reviewed once a year, taking into account in particular the financial results of the Employer and the Amrize Group, the Employee's performance, the economic environment, as well as the general level of compensation in other comparable companies.

You are not entitled to any increase of the Annual Base Salary.

4.2. Annual Bonus Plan (Short-Term Incentive Plan – STI)

You are eligible to participate in the Annual Bonus Plan. The target bonus opportunity is set as a percentage (100 %) of your Annual Base Salary and is determined annually at the Employer's discretion.

The specific terms, including eligibility criteria, payout mechanisms, performance metrics, and other conditions, are outlined in the Annual Bonus Program, which is subject to review and modification at the Employer's sole discretion.

4.3. Long-Term Incentive Plan (LTI – Equity-Based Compensation)

In addition, you are eligible to participate in the Long-Term Incentive Plan, which is designed to align key employees with the Employer's long-term growth objectives. The LTI may be granted in the form of restricted shares, stock options, or performance-based equity awards.

The specific details, including vesting schedules, performance conditions, award types, and settlement provisions, are outlined in the LTI Program. Participation in the LTI program does not imply any right to continued employment or future grants.

4.4. General Terms & Legal Framework

You are aware and hereby agree that the above Annual Bonus Plan and Long-Term Incentive Plan can be amended at any time by the Compensation Committee or the Board of Directors of Amrize Ltd.

Any Annual Bonus or Long-Term Incentive granted does not constitute a contractual entitlement, nor shall any past payments be taken as a precedent for future payments. The applicable terms, conditions, and performance criteria are set out in the respective Annual Bonus Program and Long-Term Incentive Program documents, which are subject to periodic review and updates at the Employer's discretion. Any awards under these plans are subject to tax and social security contributions in accordance with applicable laws and regulations.

4.5. Car Allowance

You are entitled to a car allowance in the annual amount of CHF 26.000,00 gross (100% base) which will be paid out in monthly instalments together with the Annual Base Salary. With this flat rate, all claims for the use of the car are covered and no further claims can be made.

4.6. Flat Rate Expense Allowance

You are eligible for an Annual Flat Rate Expense Allowance of CHF 24.000,00 net (100% base), which is attributed to reimburse and to cover expenses. The payment of this lump sum is made monthly pro rata together with the salary payment. Please note that payment of this lump sum means that certain expenses cannot be reclaimed. Details can be found in the Supplementary Expense Regulations.

This amount is no longer paid in net during a garden leave.

4.7. Holcim Pension Fund / Holcim Supplementary Pension Fund (HPF / HSPF)

Additionally, you will remain a member of the Holcim Pension Fund and the Holcim Supplementary Pension Fund. The conditions of the Holcim Pension Fund and Holcim Supplementary Pension Fund are outlined in the respective regulations. All necessary payments in connection with joining the Pension Fund are to be borne by you as outlined in the respective regulations.

4.8. Deductions and Contributions

The Employer will deduct from your gross Annual Base Salary, as well as from any compensation under any bonus or incentive plan and the allowances the applicable contributions to domestic and foreign social security schemes, pension schemes and insurances, as prescribed by law, regulations or agreements. Moreover, domestic and foreign withholding taxes, if any, payable by you in accordance with the respective laws and regulations, will be deducted before payout. Allowances stated in net amounts shall be grossed up to account for deductions for contributions to social security schemes.

4.9. Shareholder Approval

Any compensation (including allowances and fringe benefits) to be paid under this Contract of Employment is, to the extent required by applicable Swiss laws and the Articles of Incorporation of the Employer, subject to approval by the general meeting of shareholders of the Employer (General Meeting).

You accept that in case your compensation is affected by a non-approval of the General Meeting, the compensation might be reduced, and you agree that any such reduction will not give you reason to terminate the employment with immediate effect (*fristlose Kündigung*).

You further agree that in case the General Meeting does not approve the aggregate compensation of the Executive Committee of Employer and the Employer pays out an interim compensation, any such compensation is paid or granted on a conditional basis and will, upon first request by the Employer, be deemed forfeited and has to be paid back if the General Meeting later only approves an amount that is lower than what has been paid out already on a pro rata basis.

5. **Non-Competition (and Non-Solicitation)**

As you will have access to the clientele and to manufacturing and business secrets of the Employer and the Amrize Group, you agree by signing this Contract of Employment that during the term of this agreement and during a period of 12 months following the termination of your employment with the Employer, you shall refrain from any activity in any territory where the Employer and the Amrize Group or any of its subsidiaries or affiliates have operations that competes with the business of the Employer and the Amrize Group, in particular in the field of the development, manufacturing, marketing and distribution of building materials, systems and solutions, in particular in the areas of roofing, insulation, adhesives, sealants, ready-mix concrete, cement-based and other construction-related products, for residential, commercial or industrial building applications, primarily in the North American market, and you shall not solicit or endeavour to entice away any other employee or person engaged or employed by the Employer and the Amrize Group for your own business or the business of any other person. In particular, you undertake

- not to participate, directly or indirectly, financially or otherwise in any enterprise (other than as a shareholder of up to 5% of its issued shares for the purposes of investment only) which develops, manufactures, offers, or distributes products, or provides services similar to those of the Employer and the Amrize Group or which otherwise competes with the business of the Employer and the Amrize Group;

- not to be active, fully or partially, for such an enterprise, be it as an employee, representative, adviser or otherwise;

- not to directly or indirectly establish such an enterprise;

- not to directly or indirectly solicit or employ other employees of the Employer and the Amrize Group or in any other way enter into an agreement with such employees for the benefit of himself or a third party.

You shall for each violation of the covenants set forth in this clause pay to the Employer an amount corresponding to the Annual Base Salary effective at the time of violation as liquidated damages (*Konventionalstrafe*) plus such additional damages as may be incurred by the Employer. The payment of this sum shall not operate as a waiver of the above obligations. The Employer shall, in addition to all other damages, be entitled to obtain a court's order for specific performance (*Realexekution*), as well as adequate injunctive relief or any other adequate judicial measure, to immediately stop such violation.

By signing this Contract of Employment, you confirm that this non-competition-clause is reasonable in duration, scope, and geography and does not impose an undue burden on your ability to earn a livelihood.

6. **Termination of Employment**

This Contract of Employment may be terminated by either party giving notice (handwritten or electronic signature) at the end of the month following a notice period of twelve (12) months.

The right to a termination with immediate effect is reserved and subject to Art. 337 CO.

Your employment will automatically end without the need for termination notice upon reaching the statutory retirement age as defined by the Swiss Old Age and Survivors' Insurance (AHV/AVS) regulations. No severance or compensation will be owed in connection with this automatic termination, except for any statutory or contractual entitlements accrued up to your final working day.

During the notice period, you shall be entitled to continued payment of the Annual Base Salary and, pursuant to and subject to the applicable plan rules, continued bonus payments.

In the event that the Employer, in its sole discretion, releases you from your duty to work during the termination notice period, any outstanding, untaken or accrued vacation or holiday entitlements shall be taken during such Garden Leave Period and shall be, in any event, deemed to be compensated and taken during such period. Consequently, vacation days will not be paid out.

Any deviations from this provision must be agreed upon in writing between the parties.

7. Vacation

The Employee shall be entitled to up to 25 working days of vacation until and including the age of 49, and 30 working days of vacation as of the age of 50, per calendar year in accordance with the Employer's Employment Regulations, unless the Board of Directors of the Employer determines otherwise from time to time. The Employee is required to take all annual vacation during the calendar year during which they occur.

8. Confidentiality

In conjunction with your employment with the Employer, the Employer has disclosed to you, and you have observed, or come in contact with certain confidential marketing, financial, technical or other information and technology that are the property of the Company, and/or the subsidiaries and affiliates of the Employer or the Amrize Group.

You hereby agree to hold Confidential Information (as defined below) in strict confidence and not to disclose it to any third party, use it for your own purposes or for any purposes other than those of the Employer or, through any failure to exercise due care and diligence, cause any unauthorized disclosure of It, either during the term of your employment or after its termination, unless specifically authorized in writing by the Employer.

You hereby irrevocably undertake that upon termination of your employment with the Employer you will hand over to an authorized representative of the Employer all written, graphic, computerized or electronic material comprising or containing any Confidential Information subject to the obligation of confidence hereunder, and that you will not retain any copies.

For the purposes of this clause, "Confidential Information" shall mean details of suppliers, agents and distributors and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), business plans, strategic plans, regulatory results or plans, any proposals relating to the acquisition or disposal of the whole or part of a company or business or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, Inventions, secret processes, designs, formulae and product lines, any information which you are told is confidential and any information treated as confidential by the Employer and any information which has been given to the Employer or any entity within the Amrize Group in confidence by customers, suppliers or other persons. Notwithstanding the foregoing, Confidential Information shall not include any information which is, or subsequently may become, generally available to the public as a matter of record through no action or fault of yours.

9. Data Protection

Subject to the Swiss Federal Act on Data Protection ("DPA") and Swiss employment law, you consent to the Employer and the Amrize Group processing your personal data for the purposes of your employment, for administrative purposes and for the purposes of complying with applicable laws, regulations and procedures. In addition, you consent to the Employer and the Amrize Group processing sensitive personal data relating to you, for the purposes set out above. You further consent that the Employer and the Amrize Group processing may, when necessary for these purposes, make such data available to third parties such as its advisers, parties providing products and/or services to the Employer and the Amrize Group processing including, without limitation, IT systems suppliers, pension, benefits and payroll administrators, to regulatory authorities as required by law.

Subject to the DPA, the data which the Employer and the Amrize Group holds (including any sensitive personal data) may, for the purposes detailed In clause 9, be transferred to end among various subsidiaries or affiliates within the Amrize Group that are located in countries that do not have data protection legislation equivalent to the DPA and you consent to such transfer.

You agree that where, during your employment with the Employer, you process personal data (whether relating to prospective, current or future employees of the Employer and the Amrize Group at any time, clients or customers of the Company or any persons) you will comply at all times with relevant legislation.

10. Return of Property

Upon the Employer's first request, but in no case later than at the end of your employment or the start of your garden leave, you shall return to the Employer all work products and data related to the Employer or the Amrize Group and the like regardless of the form in which they exist (including computer files, source codes and documentation). There is no right of retention.

You further acknowledge that it shall be forbidden to make any records or copies of such work products, of products and documents pertaining to the Employer or the Amrize Group, of contracts and correspondence for your private use or purposes unrelated to the performance of this Contract of Employment.

11. Duty of Care and Loyalty

You shall diligently and carefully perform the work assigned to you and observe in good faith directives and specific instructions given to you. You acknowledge that this management function requires a higher degree of loyalty to the Employer and the Amrize Group. You are expected to invest your entire work to the benefit of the Employer and the Amrize Group and to refrain from any activities which could have an adverse effect on or conflict with the Employer's interests, the interests of the Amrize Group or your performance.

In case of any conflict between personal and the Employer's interests or the interests of the Amrize Group, you undertake to observe the Employer's interests or interests of the Amrize Group, in particular with respect to the exercise of a public office.

In particular, you agree that you shall not:

- directly or indirectly advise, serve as a president, member of the Board of Directors, employee, agent etc. or perform duties for another firm, person, company or another organization (against payment or without payment) without having been granted the prior written permission of the Employer;

- possess an equity investment of the voting capital or any other form of interest in any third company with which the Employer or any affiliate of the Employer has business relations or is in competition with;

- accept any payments, gifts, loans or other benefits in connection with your services under this Contract of Employment, except for usual complementary gifts of low value at the end of the year or at closing of a project to the extent permitted under the applicable policy of the Employer and the Amrize Group;

- proceed to make private investments or build up business relations on your behalf and for own account which may compromise the interests of the Employer and its affiliates and/or the Amrize Group.

12. Intellectual Property Rights

In conjunction with your employment with the Employer you generally acknowledge that nothing shall be construed to grant you as an individual any right or license under any intellectual property rights (including, without limitation, patents, trademarks, copyrights, trade names and proprietary information) of the Employer, the subsidiaries and affiliates of the Employer and the Amrize Group or any of its or their affiliates or subsidiaries.

All inventions and designs which you, solely or jointly with others, make or contribute to make while performing your activities for the Employer under this Contract of Employment, as well as creations, data, findings, works, computer-programs, marks, methods, documents and any other results of your performance under this Agreement (referred to collectively as: "Results"), belong exclusively to the Employer regardless of whether or not Results are protected under applicable laws and regulations. The Employer is free to modify and use such Results at its own discretion. You acknowledge and agree that in this respect you have a special responsibility to further the interests of the Employer. You are obliged to immediately notify in writing the Employer of any invention, design or other intellectual property made by you and its specifications.

You are not entitled to any remuneration other than Base Salary for the assignment and transfer of rights in Results provided for above, except for inventions or designs created by you while performing your employment activity, but not in execution of your contractual duties, for which the Employer shall pay you an appropriate consideration in accordance with Art. 332 para. 4 CO, unless the Employer notifies you within 3 months after the Company was informed of the invention/design by you that the Employer releases the invention/design for free exploitation by you. To the extent that work products (e.g., software, reports, and documentations) are protected by copyrights, you hereby assign to the Employer any and all rights related to such work products, particularly the copyright and any and all rights of use free of charge.

13. Liquidated Damages (*Konventionalstrafe*)

You hereby undertake to pay to the Employer a contractual penalty in an amount equal to 100% of your Annual Base Salary effective at the time of violation for the breach of (i) the Non-Competition and Non-Solicitation Covenant (clause 5) or (ii) the Confidentiality Covenant (clause 8).

Payment of a contractual penalty does not release you from adhering to the non-competition obligation or the confidentiality obligation. In addition, you shall have to compensate the Employer for any damages and financial losses of the Employer or any other company of the Amrize Group directly arising out of or relating to such breach. As written above, the Employer also has the right to request you to immediately cease such breach and may seek court orders, including interim orders, prohibiting such breaches (*Realexekution*).

14. Addenda

The following agreements form an integral part of your contract:

- Employment Regulations
- Annual Bonus Program
- Holcim Pension Fund & Holcim Pension Fund Supplementary

15. Amendments

Any amendments to this Contract of Employment, understanding or other agreement between yourself and Amrize or another company belonging to or associated with the Amrize Group are only valid providing the following conditions are fulfilled:

- They are in text form; and

- They bear two handwritten and/or electronic signatures of signatories entitled to sign such amendment, understanding or other agreement pursuant to the regulations governing use of the company signature.

Amendments, understandings and other agreements which do not fulfil the aforesaid conditions are invalid.

16. Applicable Law and Jurisdiction
This Contract of Employment shall be exclusively governed and construed in accordance with the substantive laws of Switzerland.

Any dispute arising out of or in connection with this Contract of Employment shall be submitted to the exclusive jurisdiction of the ordinary courts of the Canton of Zug.

17. Employment Regulations
For all other details regulating the employment please refer to the Employment Regulations, which form an integral part of this Contract of Employment and which may be amended at any time at the sole discretion of the Employer. In particular the articles 4.4 - 4.6 Employment Regulations (duty to maintain confidentiality, work documents and outputs and fiduciary duty) form an integral part of the employment relationship.

We kindly ask you to confirm your agreement to the conditions of employment by counter-signing this Contract of Employment.

Yours sincerely

/s/ Jan Jenisch

Jan Jenisch
Group Chief Executive Officer

/s/ Steve Clark

Steve Clark
Chief People Officer

/s/ Julia Lucius

Julia Lucius
HR Director, Swiss Domicile

I, Samuel Poletti agree to the conditions contained in this contract:

Chicago 24 August 2026

Place, date

/s/ Samuel Poletti

Signature

EXHIBIT 10.2

24 August 2026

PRIVATE AND CONFIDENTIAL
Samuel Poletti
[address]

Assignment Agreement

Dear Samuel,

We are pleased to confirm your forthcoming assignment (herein called "Assignment") from Amrize Ltd., in Zug, Switzerland (herein called "Home Company") to Amrize North America Inc. in Chicago, Illinois, United States of America (herein called "Host Company").

1. Assignment Agreement
This Assignment Agreement acts as an addendum to your current employment contract with the Home Company dated August 24, 2026, and governs the terms and conditions of your Assignment. This Assignment Agreement, together with your Home Company employment contract, represents the entire agreement between the Parties.

If there is a conflict between this Assignment Agreement and the Home Company employment contract, the terms and conditions of this Assignment Agreement shall prevail over the Home Company employment contract for the duration of the Assignment.

2. Start Date and Duration
Your Assignment with the Host Company in the US will commence on August 24, 2026 and is anticipated to last 5 years until August 23, 2031, if not terminated prior to this date in accordance with clause 13 "Termination of Assignment" of this Assignment Agreement.

The Assignment period may be extended up to a maximum duration of seven years from the start date of your original Assignment (August 24, 2026). The duration of any extension of the Assignment will be mutually agreed upon by the Home Company, the Host Company and you.

3. Position and Reporting Line
During your Assignment, you will hold the position of Chief Financial Officer and report to the Group Chief Executive Officer.

4. Place of Work
During your Assignment your normal place of work will be Chicago, Illinois, in the United States of America.

5. Compensation
5.1 **Assignment Salary**
During the Assignment, you will be compensated in accordance with the Host Company's salary program. Effective on the Assignment start date, your annual base salary for the Assignment will be USD $725,000 gross.

5.2 **Salary Review**
Your Assignment base salary will be reviewed according to the Host Company's normal salary review guidelines. Your next annual base salary review will be in 2027.

5.3 **Car Allowance**
While on Assignment in the US in the position of Chief Financial Officer, you shall receive an annual car allowance of USD 29,000, paid bi-weekly through the Host Company's standard payroll process, less applicable withholdings and deductions required by law, including ordinary US payroll taxes and Swiss social security employee contributions. Please note that this car allowance replaces any car allowance stated in your current employment contract for the duration of this Assignment.

5.4 **Housing Allowance**

While on Assignment in the US in the position of Chief Financial Officer, you shall receive an annual housing allowance of USD 100,000 paid bi-weekly through the Host Company's standard payroll process, less applicable withholdings and deductions required by law, including ordinary US payroll taxes and Swiss social security employee contributions. The housing allowance payments will start once you secure permanent housing in Chicago. Once you secure permanent housing in Chicago and begin receiving the housing allowance, no further living expenses will be covered under the business travel policy.

5.5 **Flat Rate Expense Allowance**

While on Assignment, you are not eligible to receive the Flat Rate Expense Allowance listed in your current employment contract. For expense reimbursement during your Assignment please reference the Host Country Travel and Expense policy.

5.6 **Pay Delivery**

Your Assignment base salary will be delivered predominantly through the Host Company payroll. An annually determined amount of your net salary shall be delivered through Home Company payroll in order to offset your ongoing Swiss social security employee contributions, your Home Company pension funds employee contributions and any Swiss withholding taxes deriving on actual non-US work days. Your car allowance will be fully paid through the Host Company payroll.

5.7 **Bonus Plan**

During the Assignment, you will be eligible for participation in the Host Company's annual bonus plan at a target of 100% of your annual base salary with a maximum of 200%. You acknowledge and accept that the Host Company reserves the right to amend the terms and conditions of the annual bonus plan at any time. You also acknowledge and agree further that any payments pursuant to the bonus plan will be dependent on the Host Company achieving established corporate performance criteria. All determinations regarding achievement of any payment pursuant to the bonus plan will be made by the Host Company, in its sole discretion. Any earned bonus will be prorated to reflect your time on Assignment during 2026.

5.8 **Long Term Incentives**

In addition, you are eligible to participate in the Long-Term Incentive Plan, which is designed to align key employees with the Home Company's long-term growth objectives. The LTI may be granted in the form of restricted shares, stock options, or performance-based equity awards.

The specific details, including vesting schedules, performance conditions, award types, and settlement provisions, are outlined in the LTI Plan. Participation in the LTI Plan does not imply any right to continued employment or future grants.

5.9 **Continuity of Service**

For the purpose of calculating years of service and any related benefits, any years spent on an international Assignment will be counted as years spent in the service of the Home Company.

6. Insurances

6.1 **Social Security**

During your Assignment, you will continue to participate in the Swiss social security system. Actual employee and employer Swiss social security contributions will be calculated on your Home Company employment income by the Home Company during this Assignment, as required. The Home Company will apply for a Certificate of Coverage to exempt you from paying any US social security taxes. The Home Company will recharge any employer Swiss social security costs to the Host Company in line with the Home Company's intercompany recharge guidelines and practice.

6.2 **Home Country Pension and Retirement**

During your Assignment, you will continue to participate in the Home Country pension and retirement benefits. The annual pensionable salary will be reviewed annually in line with the corresponding pension plan rules. The Home Company will recharge any employer costs to the Host Company in line with the Home Company's intercompany recharge guidelines and practice. The Home Country manages conditions related to participation the Home Country Pension Fund. Details regarding participation and contribution rules may be obtained from the Home Country Human Resources team.

6.3 **Health Insurance**

During your Assignment, the Host Company will enroll you in accordance with the plan rules, to an International Health Insurance and emergency repatriation plan. Any US taxes which may arise on the provision of this benefit, are borne by you.

7. Relocation Benefits

7.1 **Immigration Assistance**

The Host Company will apply for the applicable non-immigrant US work visa including any dependent visas, as required. Any expenses in relation to obtaining the necessary US work and dependent visas will be borne by the Host Company.

7.2 **Destination Services**

Destination services will be provided to help settling in and finding suitable temporary and permanent accommodation in the US. A predefined destination services package will be offered by the Host Company's designated relocation service provider.

8. Tax Services

In order to ensure compliance with local tax laws and to assist in the transition and during the Assignment, US and Swiss tax advisory services will be provided by the Home Company's designated global tax service provider. Tax advisory services (arrival and departure tax briefings and annual US, and Swiss tax return filing) will be provided for any year on Assignment and until all trailing tax liabilities from this Assignment are completed. You are solely responsible for timely submission of required documentation to file your US and Swiss tax returns. Any interest and/or penalties resulting from your failure to submit all required tax returns and documentation on a timely basis is your sole responsibility. The Home Company and the Host Company are not liable for any inaccurate or incomplete information given by you.

9. Laws and Legislation

You agree to abide by all laws and legislation in force in the State of Illinois and the US, particularly as far as law and order and labor laws are concerned.

10. Working Hours and Public Holidays

Your working hours and public holidays entitlement will be in accordance with the Host Company's regulations, local laws and customs established in the US.

11. Vacation Entitlement

You will be entitled to paid annual leave in accordance with the Host Company's annual leave regulation and practices.

12. End of Assignment

Throughout your Assignment in the US, the Home Company will continue to follow the progress of your career. At the end of your Assignment, the Home Company will make every reasonable effort to offer you a mutually acceptable position that serves the Home Company's needs and your career goals but does not extend any guarantee of a specific position or function on your return.

13. Termination of Assignment

This Assignment Agreement may be voluntarily terminated by either Party by giving at least three (3) months' notice in writing to the other Party.

The Parties reserve the right to cancel this Assignment Agreement without notice for due cause. 'Due cause' for dismissal without notice is an event such as, but not limited to, grave or repeated violations of contractual obligations, guidelines or instructions, intentionally or negligently causing damage or injury, the acceptance of commissions or bribes in any form; any behaviour that seriously damages the Home Company's or Host Company's reputation, serious offence against local laws or clear failure to perform basic responsibilities despite having fair written opportunity to rectify. In case of gross negligence in performing your duties, the Home and the Host Company may terminate this Assignment Agreement without giving any notice time and will not pay any repatriation benefits.

If your employment with the Home Company is terminated under terms that provide for you to receive a "Garden Leave", to the extent permitted by US immigration and law and regulations at the applicable time that may allow you to remain in the US during any period of your Garden Leave, the Host Company will facilitate the continuation of the payment of annual base salary and bonus (where applicable) through the US payroll system per the terms of the Home Company Garden Leave policy, provided, however, if at any time US immigration law does not permit the Host Company to make such payments or allow you to remain in the US, then all such payments from the Host Company shall cease at that time, and the Home Country will be responsible for paying any remaining payments then owing under the Garden Leave upon your return to your home country.

14. Data Protection Clause

We take your privacy and the protection of the personal data we process about you and about your next of kin seriously. We attach our Data Privacy Policy setting out our approach to handling you and your next of kin personal data. The signing of this agreement by you will be deemed as your acknowledgement indicating that you have read the terms under which we process you and your next of kin personal data as set out in the Data Privacy Policy.

For processing and storing your personal data, both during and after your Assignment, the Home Company use special software hosted by a third-party provider on a server located outside the Home and Host Company. As per Home Company review, the third-party provider hosting services meet security standards of the highest level.

The Home and Host Company HR and Payroll Managers as well as members of the applicable International Mobility Team, may access and process your personal data. The Home and Host Company may retain selected third parties to provide Assignment related services to you. In connection with the provision of such services, personal data (to the extent necessary) will be transferred to such third-party service providers who will then hold and process such data. Such third-party service providers may be amended from time to time but currently include retained global tax advisors, relocation agents, shipping agents and immigration advisors.

15. Governing Law and Jurisdiction

Swiss law will govern with respect to all questions and interpretation of this Assignment Agreement which, together with your Home Company employment contract, represent the complete terms of your Assignment and employment with your Home Company.

We wish you much success in your role and an enjoyable stay in the US.

Yours sincerely,

/s/ Jan Jenisch

Jan Jenisch
Group Chief Executive Officer

/s/ Steve Clark

Steve Clark
Chief People Officer

/s/ Julia Lucius

Julia Lucius
HR Director, Swiss Domicile

I have read and hereby confirm my understanding and agreement with the terms and conditions of this Assignment Agreement.

/s/ Samuel Poletti 24 August 2026
Signature and date
Samuel Poletti

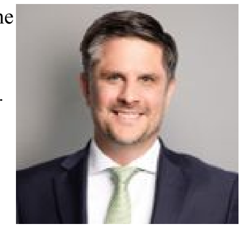
Exhibit 99.1

Media Release
Ad hoc announcement pursuant to Art. 53 LR

Amrize Appoints Sam Poletti as Chief Financial Officer

CHICAGO & ZUG, Switzerland, August 24, 2026 – The Amrize (NYSE: AMRZ) Board of Directors has appointed Samuel J. Poletti as Chief Financial Officer, effective August 24. Poletti succeeds Baris Oran, who is stepping down for personal reasons. The company has also named Dillon Cumming as vice president of Investor Relations.

Poletti has been a member of Amrize's Executive Committee as its Chief Strategy and M&A Officer since the company's listing on the NYSE in June 2025. Poletti led the successful spin-off of Amrize overseeing all the financial and non-financial aspects of establishing the independent company. With a more than 20-year career at Holcim in M&A, Finance and Strategy, Poletti oversaw the transformational acquisitions in Building Envelope, which doubled the size of the North American business, while leading value accretive transactions in Building Materials, from cement to aggregates. As CFO, Poletti will be based at Amrize's operational headquarters in Chicago.

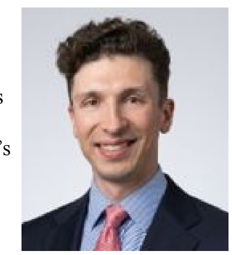

Samuel J. Poletti

Jan Jenisch, Chairman and CEO: "I am thrilled to welcome Sam as our Chief Financial Officer. He is an exceptional leader with a high impact track record and deep experience in our business, from his instrumental role in leading our spin-off to driving value accretive transactions to position Amrize for growth in the most attractive markets. Sam is a highly respected member of our executive team, and I look forward to working with him in his new role as we continue to drive profitable growth and long-term shareholder value creation."

"I thank Baris for his contributions during his time at Amrize, and we wish him well in his future endeavors."

In addition, Dillon Cumming has been appointed as vice president of Investor Relations. Cumming will join Amrize on September 8 to lead the global investor relations team and strategy, serving as the primary liaison to the investment community.

Cumming joins Amrize following a distinguished career with premier Wall Street institutions with a strategic focus on the world's leading industrials and building materials companies. Taking on roles of increasing responsibility in financial analysis, equity research, and institutional advisory services, he most recently led financial and strategic analysis of the Industrials sector with Walleye Capital. Previously, he led coverage of the world's leading building materials companies at Morgan Stanley, as Vice President, Equity Research – Head of US Machinery & Construction.


Dillon Cumming

Media Relations: media@amrize.com **Investor Relations: investors@amrize.com**

Media Release
Ad hoc announcement pursuant to Art. 53 LR

About Amrize
Amrize (NYSE: AMRZ) is building North America, as the partner of choice for professional builders with advanced branded solutions from foundation to rooftop. With over 1,000 sites and a highly efficient distribution network, we deliver for our customers in every U.S. state and Canadian province. Our 19,000 teammates uniquely serve every construction market from infrastructure, commercial and residential to new build, repair and refurbishment. Amrize achieved $11.8 billion in revenue in 2025 and is listed on the New York Stock Exchange and the SIX Swiss Exchange. We are ready to build your ambition. Learn more at amrize.com

Cautionary Note Regarding Forward-Looking Statements
Certain statements in this release may be considered forward-looking statements within the meaning of the Private Securities Litigation Reform Act, such as statements regarding expected cost savings, future financial targets, business strategies, management's views with respect to future events and financial performance, and the assumptions underlying such expected cost savings, targets, strategies, and statements. These forward-looking statements concern our goals, beliefs, expectations, strategies, objectives, plans, future operating results and underlying assumptions, and other statements that are not necessarily based on historical facts. Without limitation, you can identify these statements by the fact that they do not relate strictly to historical or current facts, and these statements may contain words such as "may," "will," "could," "should," "might," "projects," "expects," "believes," "anticipates," "intends," "plans," "continue," "estimate," or "pursue," or similar expressions, or the negative or other variations thereof or comparable terms. In particular, they include statements relating to, among other things, future actions, strategies, future performance, future revenues, income and cash flows, the outcome of contingencies such as legal proceedings, and regulatory compliance. Actual results may differ materially from those contemplated (expressed or implied) by such forward-looking statements because of, among other things, potential risks and uncertainties, such as: the effect of political, economic and market conditions and geopolitical events; the level of demand in the construction industry; the cyclicality of the industries and businesses in which our customers operate; changes in the cost and/or availability of raw materials required to run our business; energy and fuel costs; adverse weather conditions and natural disasters; the logistical and other challenges inherent in our operations; the actions and initiatives of current and potential competitors; the level and volatility of, interest rates and other market indices; the ability of Amrize to realize the expected synergies for our acquisitions; the ability of Amrize to achieve margin expansion goals; the ability of Amrize to maintain satisfactory credit ratings; the outcome of pending litigation or future litigation; the impact of current, pending and future legislation and regulation; factors related to the failure of Amrize to achieve some or all of the expected strategic benefits or opportunities expected from the separation from Holcim Ltd ("Holcim"); material costs and expenses as a result of the separation from Holcim; our limited history operating as an independent, publicly traded company; our obligation to indemnify Holcim pursuant to the agreements entered into connection with the separation and the risk Holcim may not fulfill any obligations to indemnify Amrize under such agreements; that under applicable tax law, Amrize may be liable for certain tax liabilities of Holcim following the separation if Holcim were to fail to pay such taxes; the fact that Amrize may receive worse commercial terms from third-parties for services it used to receive from Holcim prior to the separation; the fact that certain of Amrize's executive officers and directors may have actual or potential conflicts of interest because of their previous positions at Holcim; and potential difficulties in maintaining relationships with key personnel; and other factors which can be found in Amrize's media releases and Amrize's filings with the SEC, including in the our Annual Report on Form 10-K for the year ended December 31, 2025, including Item 1A. "Risk Factors."

Media Relations: media@amrize.com **Investor Relations: investors@amrize.com**

The forward-looking statements made in this release are made only as of the date hereof or as of the dates indicated in the forward-looking statements and reflect the views stated therein with respect to future events as at such dates, even if they are subsequently made available by Amrize on its website or otherwise. Readers are cautioned not to put undue reliance on forward-looking statements. These statements are not guarantees of future performance and are subject to future events, risks and uncertainties – many of which are beyond our control, dependent on the actions of third parties, or currently unknown to us – as well as potentially inaccurate assumptions that could cause actual results to differ materially from our historical experience and our expectations and projections. We do not undertake or assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future developments, or otherwise. You are advised, however, to review any further disclosures we make on related subjects in our filings with the Securities and Exchange Commission and in our other public statements.

Media Relations: media@amrize.com **Investor Relations: investors@amrize.com**