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

FORM 10-Q

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

FOR THE QUARTERLY PERIOD ENDED March 31, 2025

Commission File Number 001-16407

ZIMMER BIOMET HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**13-4151777**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

345 East Main Street, Warsaw, IN 46580
(Address of principal executive offices)
Telephone: (574) 373-3333

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	**ZBH**	**New York Stock Exchange**
2.425% Notes due 2026	**ZBH 26**	**New York Stock Exchange**
1.164% Notes due 2027	**ZBH 27**	**New York Stock Exchange**
3.518% Notes due 2032	**ZBH 32**	**New York Stock Exchange**

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

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

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

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

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

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

As of April 24, 2025, 197,847,894 shares of the registrant’s $.01 par value common stock were outstanding.

ZIMMER BIOMET HOLDINGS, INC.
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Part I – Financial Information

Item 1. Financial Statements

ZIMMER BIOMET HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS
(in millions, except per share amounts, unaudited)

	Three Months Ended March 31,	
	2025	2024
Net Sales	$ 1,909.1	$ 1,889.2
Cost of products sold, excluding intangible asset amortization	549.8	512.3
Intangible asset amortization	151.0	142.1
Research and development	110.6	107.9
Selling, general and administrative	758.8	736.2
Restructuring and other cost reduction initiatives	36.0	124.4
Acquisition, integration, divestiture and related	10.6	0.4
Operating expenses	1,616.8	1,623.3
Operating Profit	292.3	265.9
Other income (expense), net	2.9	(0.1)
Interest expense, net	(66.2)	(50.7)
Earnings before income taxes	229.0	215.1
Provision for income taxes	46.5	42.3
Net Earnings	182.6	172.8
Less: Net earnings attributable to noncontrolling interest	0.6	0.4
Net Earnings of Zimmer Biomet Holdings, Inc.	$ 182.0	$ 172.4
Earnings Per Common Share		
Basic	$ 0.92	$ 0.84
Diluted	$ 0.91	$ 0.84
Weighted Average Common Shares Outstanding		
Basic	198.9	205.2
Diluted	199.7	206.2

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

ZIMMER BIOMET HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions, unaudited)

	Three Months Ended March 31,	
	2025	**2024**
Net Earnings of Zimmer Biomet Holdings, Inc.	$ 182.0	$ 172.4
Other Comprehensive Income (Loss):		
Foreign currency cumulative translation adjustments, net of tax	24.8	(35.8)
Unrealized cash flow hedge (losses) gains, net of tax	(32.1)	34.7
Reclassification adjustments on hedges, net of tax	(17.3)	(18.0)
Adjustments to prior service cost and unrecognized actuarial assumptions, net of tax	0.1	(1.1)
Total Other Comprehensive Loss	(24.5)	(20.2)
Comprehensive Income Attributable to Zimmer Biomet Holdings, Inc.	$ 157.5	$ 152.2

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

ZIMMER BIOMET HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except share amounts, unaudited)

	March 31, 2025	December 31, 2024
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 1,384.5	$ 525.5
Accounts receivable, less allowance for credit losses	1,533.4	1,480.7
Inventories	2,244.2	2,235.3
Prepaid expenses and other current assets	428.2	430.1
Total Current Assets	5,590.2	4,671.5
Property, plant and equipment, net	2,064.9	2,048.8
Goodwill	8,988.6	8,951.1
Intangible assets, net	4,468.0	4,598.4
Other assets	1,072.1	1,095.5
Total Assets	$ 22,183.9	$ 21,365.3
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 301.3	$ 194.6
Other current liabilities	1,393.7	1,393.3
Current portion of long-term debt	600.0	863.0
Total Current Liabilities	2,294.9	2,450.9
Other long-term liabilities	908.9	1,096.6
Long-term debt	6,576.3	5,341.6
Total Liabilities	9,780.0	8,889.1
Commitments and Contingencies (Note 15)		
Stockholders' Equity:		
Zimmer Biomet Holdings, Inc. Stockholders' Equity:		
Common stock, $0.01 par value, one billion shares authorized, 318.4 million shares as of March 31, 2025 (317.5 million as of December 31, 2024) issued	3.2	3.2
Paid-in capital	10,086.6	10,038.1
Retained earnings	11,229.7	11,095.3
Accumulated other comprehensive loss	(287.3)	(262.8)
Treasury stock, 120.5 million shares as of March 31, 2025 (118.4 million as of December 31, 2024)	(8,637.1)	(8,405.7)
Total Zimmer Biomet Holdings, Inc. stockholders' equity	12,395.1	12,468.1
Noncontrolling interest	8.7	8.1
Total Stockholders' Equity	12,403.8	12,476.2
Total Liabilities and Stockholders' Equity	$ 22,183.9	$ 21,365.3

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

ZIMMER BIOMET HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in millions, except per share amounts, unaudited)

	Zimmer Biomet Holdings, Inc. Stockholders								
	Common Shares				Accumulated Other	Treasury Shares			Total
	Number	Amount	Paid-in Capital	Retained Earnings	Comprehensive (Loss) Income	Number	Amount	Noncontrolling Interest	Stockholders' Equity
Balance January 1, 2025	317.5	$ 3.2	$ 10,038.1	$ 11,095.3	$ (262.8)	(118.4)	$ (8,405.7)	$ 8.1	$ 12,476.2
Net earnings	-	-	-	182.0	-	-	-	0.6	182.6
Other comprehensive loss	-	-	-	-	(24.5)	-	-	-	(24.5)
Cash dividends declared ($0.24 per share)	-	-	-	(47.4)	-	-	-	-	(47.4)
Stock compensation plans	0.6	-	20.7	(0.2)	-	-	0.5	-	21.0
Embody, Inc. acquisition consideration	0.3	-	27.8	-	-	-	-	-	27.8
Share repurchases	-	-	-	-	-	(2.1)	(231.9)	-	(231.9)
Balance March 31, 2025	318.4	$ 3.2	$ 10,086.6	$ 11,229.7	$ (287.3)	(120.5)	$ (8,637.1)	$ 8.7	12,403.8
Balance January 1, 2024	316.2	$ 3.2	$ 9,846.1	$ 10,384.5	$ (191.0)	(110.6)	$ (7,562.3)	$ 7.7	$ 12,488.1
Net earnings	-	-	-	172.4	-	-	-	0.4	172.8
Other comprehensive loss	-	-	-	-	(20.2)	-	-	-	(20.2)
Cash dividends declared ($0.24 per share)	-	-	-	(49.3)	-	-	-	-	(49.3)
Stock compensation plans	0.8	-	76.4	1.4	-	-	1.4	-	79.2
Embody, Inc. acquisition consideration	0.2	-	23.4	-	-	-	-	-	23.4
Share repurchases	-	-	-	-	-	(0.9)	(88.0)	-	(88.0)
Balance March 31, 2024	317.2	$ 3.2	$ 9,945.9	$ 10,509.0	$ (211.2)	(111.5)	$ (7,648.9)	$ 8.1	$ 12,606.0

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

ZIMMER BIOMET HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions, unaudited)

	For the Three Months Ended March 31,	
	2025	2024
Cash flows provided by (used in) operating activities:		
Net earnings	$ 182.6	$ 172.8
Adjustments to reconcile net earnings to cash provided by operating activities:		
Depreciation and amortization	254.4	238.6
Share-based compensation	19.6	29.0
Changes in operating assets and liabilities, net of acquired assets and liabilities		
Income taxes	(15.6)	(8.6)
Receivables	(18.8)	(22.7)
Inventories	(3.0)	(55.3)
Accounts payable and accrued liabilities	(36.4)	(119.4)
Other assets and liabilities	(0.1)	(6.4)
Net cash provided by operating activities	382.8	228.0
Cash flows provided by (used in) investing activities:		
Additions to instruments	(59.7)	(82.0)
Additions to other property, plant and equipment	(44.6)	(55.1)
Net investment hedge settlements	1.0	10.2
Acquisition of intangible assets	(2.4)	(43.3)
Other investing activities	(0.3)	(24.8)
Net cash used in investing activities	(106.0)	(195.0)
Cash flows provided by (used in) financing activities:		
Net proceeds from revolving facilities	-	70.0
Proceeds from senior notes	1,748.1	-
Redemption of senior notes	(863.0)	-
Dividends paid to stockholders	(47.8)	(49.4)
Proceeds from employee stock compensation plans	16.7	56.4
Business combination contingent consideration payments	(17.4)	(1.5)
Debt issuance costs	(16.1)	-
Deferred business combination payments	-	(1.5)
Repurchase of common stock	(229.8)	(113.6)
Other financing activities	(15.2)	(10.5)
Net cash provided by (used in) financing activities	575.4	(50.1)
Effect of exchange rates on cash and cash equivalents	7.0	(5.7)
Change in cash and cash equivalents	859.1	(22.7)
Cash and cash equivalents, beginning of year	525.5	415.8
Cash and cash equivalents, end of period	$ 1,384.5	$ 393.0

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

1. Basis of Presentation

The financial data presented herein is unaudited and should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2024.

In our opinion, the accompanying unaudited condensed consolidated financial statements include all adjustments, consisting of only normal recurring adjustments, necessary for a fair statement of the financial position, results of operations and cash flows for the interim periods presented. The December 31, 2024 condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America ("GAAP"). Results for interim periods should not be considered indicative of results for the full year.

Amounts reported in millions within this Quarterly Report on Form 10-Q are computed based on the actual amounts. As a result, the sum of the components may not equal the total amount reported in millions due to rounding. In addition, certain columns and rows within tables may not sum to the totals due to the use of rounded numbers. Percentages presented are calculated from the underlying unrounded amounts.

The words "we," "us," "our" and similar words, "Zimmer Biomet" and "the Company" refer to Zimmer Biomet Holdings, Inc. and its subsidiaries. "Zimmer Biomet Holdings" refers to the parent company only.

We reclassified certain prior period amounts to conform to the current period presentation.

2. Significant Accounting Policies

Use of Estimates - The accompanying unaudited condensed consolidated financial statements are prepared in conformity with GAAP, which requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. We have made our best estimates, as appropriate under GAAP, in the recognition of our assets and liabilities. Actual results could differ materially from these estimates.

Accounting Pronouncements Not Yet Adopted - In December 2023, the FASB issued ASU 2023-09, Improvements to Income Tax Disclosures, which is an amendment to ASC Topic 740 - Income Taxes. The ASU improves the transparency of income tax disclosures by requiring greater disaggregated information about an entity's effective tax rate reconciliation and requiring additional disclosures and disaggregation of income taxes, among other amendments to improve the effectiveness of income tax disclosures. The ASU is effective for fiscal years beginning after December 15, 2024. The guidance can be applied prospectively with an option to apply the guidance retrospectively. We will adopt this ASU for the fiscal year ending December 31, 2025. We are currently evaluating the impact this ASU will have on our financial statements and disclosures.

In November 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses, which is an amendment to ASC Topic 220 - Comprehensive Income. The ASU improves financial reporting by requiring disclosure of additional information about specific expense categories included in the expense captions presented on the income statement as well as disclosures about selling expenses. The ASU is effective for fiscal years beginning after December 15, 2026, and interim periods for fiscal years beginning after December 15, 2027. The guidance will be applied prospectively with an option to apply the guidance retrospectively. Early adoption of this ASU is permitted. We are currently evaluating the impact this ASU will have on our financial statements and disclosures.

3. Revenue

Net sales by geography are as follows (in millions):

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
United States	$ 1,113.6	$ 1,099.2
International	795.5	790.0
Total	$ 1,909.1	$ 1,889.2

Net sales by product category are as follows (in millions):

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Knees	$ 792.9	$ 788.1
Hips	495.8	491.2
S.E.T.	470.5	452.6
Technology & Data, Bone Cement and Surgical	149.9	157.3
Total	$ 1,909.1	$ 1,889.2

S.E.T. includes sales from our Sports Medicine, Extremities, Trauma, Craniomaxillofacial and Thoracic ("CMFT") product categories.

This net sales presentation differs from our reportable operating segments, which are based upon our senior management organizational structure and how we allocate resources toward achieving operating profit goals. Each of our reportable operating segments sells all the product categories noted above. Accordingly, the only difference from the presentation above and our reportable operating segments are the geographic groupings.

4. Restructuring

In February 2025, our management approved a new global restructuring program (the "2025 Restructuring Plan") intended to reduce costs and transform the way we operate. The 2025 Restructuring Plan is expected to result in total pre-tax restructuring charges of approximately $85 million. The pre-tax restructuring charges consist of employee termination benefits and other charges. The expenses incurred under our 2025 Restructuring Plan are reported in our “Restructuring and other cost reduction initiatives” financial statement line item. The following table summarizes the liabilities recognized related to the 2025 Restructuring Plan (in millions):

	Employee Termination Benefits	Contract Terminations	Other	Total
Balance, December 31, 2024	$ -	$ -	$ -	$ -
Expenses incurred in the three months ended March 31, 2025	23.2	-	0.1	23.3
Cash payments	(10.2)	-	-	(10.2)
Balance, March 31, 2025	$ 13.0	$ -	$ 0.1	$ 13.1
Expense incurred since the start of the 2025 Restructuring Plan	$ 23.2	$ -	$ 0.1	$ 23.3
Expense estimated to be recognized for the 2025 Restructuring Plan	$ 75.0	$ 2.0	$ 8.0	$ 85.0

In December 2023, our management approved a global restructuring program (the “2023 Restructuring Plan”) intended to optimize our cost structure and drive greater efficiencies throughout the company. The 2023 Restructuring Plan concluded in the first quarter of 2025 and resulted in total pre-tax restructuring charges of approximately $117 million. The pre-tax restructuring charges consisted of employee termination benefits; contract terminations for sales agents; and other charges, such as consulting fees. The expenses incurred under our 2023 Restructuring Plan are reported in our "Restructuring and other cost reduction initiatives" financial statement line item. The following table summarizes the liabilities recognized related to the 2023 Restructuring Plan (in millions):

	Employee Termination Benefits	Contract Terminations	Other	Total
Balance, December 31, 2024	$ 18.8	$ 1.4	$ 6.9	$ 27.1
Expenses incurred in the three months ended March 31, 2025	(0.7)	2.5	1.9	3.7
Cash payments	(7.9)	(2.7)	(5.7)	(16.3)
Foreign currency exchange rate changes	0.6	-	0.1	0.7
Balance, March 31, 2025	$ 10.8	$ 1.2	$ 3.2	$ 15.2
Expense incurred since the start of the 2023 Restructuring Plan	$ 93.1	$ 5.6	$ 18.5	$ 117.2

In December 2019, our Board of Directors approved, and we initiated, a global restructuring program (the "2019 Restructuring Plan") with an objective of reducing structural costs to allow us to further invest in higher priority growth opportunities. The 2019 Restructuring Plan is expected to result in total pre-tax restructuring charges of approximately $400 million. The pre-tax restructuring charges consist of employee termination benefits; contract terminations for facilities and sales agents; and other charges, such as consulting fees, project management expenses and relocation costs, including costs to close a manufacturing facility. The remaining costs relate to the closure of a manufacturing facility, which is expected to be completed in 2025.

The following table summarizes the location on our condensed consolidated statement of earnings and type of cost for our 2019 Restructuring Plan (in millions):

	Three Months Ended March 31, 2025			
	Employee Termination Benefits	Contract Terminations	Other	Total
Cost of products sold, excluding intangible asset amortization	$ -	$ -	$ 1.9	$ 1.9
Restructuring and other cost reduction initiatives	4.1	-	2.9	7.0
	$ 4.1	$ -	$ 4.8	$ 8.9

The following table summarizes the liabilities recognized related to the 2019 Restructuring Plan (in millions):

	Employee Termination Benefits	Contract Terminations	Other	Total
Balance, December 31, 2024	$ 38.0	$ 3.8	$ 1.3	$ 43.1
Expenses incurred in the three months ended March 31, 2025	4.1	-	4.8	8.9
Cash payments	(0.1)	(0.5)	(5.0)	(5.6)
Foreign currency exchange rate changes	1.2	-	-	1.2
Balance, March 31, 2025	$ 43.2	$ 3.3	$ 1.1	$ 47.6
Expense incurred since the start of the 2019 Restructuring Plan	$ 156.2	$ 35.0	$ 185.2	$ 376.4
Expense estimated to be recognized for the 2019 Restructuring Plan	$ 160.0	$ 35.0	$ 205.0	$ 400.0

We do not include restructuring charges in the operating profit of our reportable segments. We report the expenses for other cost reduction and optimization initiatives in our "Restructuring and other cost reduction initiatives" financial statement line item because these activities also have the goal of reducing costs across the organization. However, since the cost reduction initiative expenses are not considered restructuring, they have been excluded from the amounts presented in this note.

5. Inventories

	March 31, 2025	December 31, 2024
	(in millions)	
Finished goods	$ 1,756.8	$ 1,771.7
Work in progress	215.1	175.1
Raw materials	272.3	288.5
Inventories	$ 2,244.2	$ 2,235.3

6. Property, Plant and Equipment

	March 31, 2025	December 31, 2024
	(in millions)	
Land	$ 18.6	$ 18.5
Buildings and equipment	2,302.6	2,273.1
Capitalized software costs	578.2	575.1
Instruments	3,664.8	3,589.6
Construction in progress	259.2	233.9
	6,823.4	6,690.2
Accumulated depreciation	(4,758.5)	(4,641.4)
Property, plant and equipment, net	$ 2,064.9	$ 2,048.8

We had $17.1 million and $10.4 million of property, plant and equipment included in accounts payable as of March 31, 2025 and December 31, 2024, respectively.

7. Acquisitions

On April 2, 2024, we completed the acquisition of all the outstanding shares of a third party orthopedics distributor in the Europe, Middle East and Africa ("EMEA") market. Prior to the acquisition, the distributor sold our products to its customers. The acquisition is expected to improve our margins and allow us to better serve the end customers.

On April 29, 2024, we completed the acquisition of all the outstanding shares of V.I.M.S. Vidéo Interventionnelle Médicale Scientifique, a privately-held medical device company based in France, which expands our portfolio in the sports medicine market.

On August 16, 2024, we completed the acquisition of all the outstanding shares of a privately-held medical device company based in the United States, which expands our portfolio in the CMFT market.

On October 11, 2024, we completed the acquisition of all the outstanding shares of OrthoGrid Systems, Inc. (“OrthoGrid”), a privately-held medical device technology company focused on artificial intelligence-driven surgical guidance for total hip replacement, which expands our portfolio in the hips market.

These four acquisitions are collectively referred to in this report as the “2024 acquisitions”. Initial consideration related to the 2024 acquisitions was $294.8 million, with additional consideration up to $111.6 million, subject to the achievement of future regulatory milestones and commercial milestones. We determined the fair value of the additional consideration to be $61.0 million as of the acquisition dates.

The goodwill related to the 2024 acquisitions represents the excess of the consideration transferred over the fair value of the net assets acquired. The goodwill related to these acquisitions is generated from the operational synergies, cross-selling opportunities and future development we expect to achieve from the technologies acquired. No goodwill is expected to be deductible for income tax purposes. The goodwill related to the two acquisitions that occurred in April of 2024 is included in the EMEA operating segment and reporting unit. The goodwill related to the acquisition that occurred in August of 2024 is included in the Americas operating segment and the Americas CMFT reporting unit. The goodwill related to the OrthoGrid acquisition is included in the Americas operating segment and the Americas Orthopedics reporting unit. In the three-month period ended March 31, 2025, there were no material adjustments to the preliminary values of the goodwill in any of the acquisitions. Changes related to foreign currency exchange rate translation adjustments were the only significant activity related to our consolidated goodwill balance in the three-month period ended March 31, 2025.

The purchase price allocations for the acquisitions which occurred in April of 2024 were final as of March 31, 2025. The purchase price allocations for the August acquisition and the OrthoGrid acquisition are preliminary as of March 31, 2025. We need additional time to evaluate the tax attributes of those transactions, which may change the recognized tax assets and liabilities. There may be differences between the preliminary estimates of fair value and the final acquisition accounting. The final estimates of fair value are expected to be completed as soon as possible, but no later than one year after the respective acquisition dates.

The following table summarizes the estimates of fair value of the assets acquired and liabilities assumed related to the 2024 acquisitions (in millions):

Current assets	$	24.9
Intangible assets subject to amortization:		
Technology		112.5
Trademarks and trade names		5.0
Customer relationships		40.8
Intangible assets not subject to amortization:		
In-process research and development (IPR&D)		7.0
Goodwill		201.6
Other assets		4.7
Total assets acquired		396.4
Current liabilities		6.1
Deferred income taxes		33.9
Other long-term liabilities		0.5
Total liabilities assumed		40.6
Net assets acquired	$	355.8

The weighted average amortization periods selected for technology, customer relationships and trademarks and trade names were 14 years, 9 years and 14 years, respectively. Upon receiving regulatory approval subsequent to the applicable acquisition date, the $7.0 million of IPR&D was reclassified to a definite-lived intangible asset and began amortizing over the applicable estimated useful life.

We have not included pro forma information and certain other information under GAAP for any of the acquisitions described in this Note because they did not have a material impact on our financial position or results of operations.

In the three-month period ended March 31, 2024, we recognized intangible assets of $33.0 million related to agreements we entered into in order to acquire the ownership rights or gain access to various technologies. The weighted average amortization period selected for these intangible assets was 10 years. The contractual payments under these agreements are included in "Acquisition of intangible assets" in our condensed consolidated statements of cash flows. There were no material agreements of a similar nature entered into during the three-month period ended March 31, 2025.

8. Debt

Our debt consisted of the following (in millions):

	March 31, 2025	December 31, 2024
Current portion of long-term debt		
3.550% Senior Notes due 2025	$ -	$ 863.0
3.050% Senior Notes due 2026	600.0	-
Total current portion of long-term debt	$ 600.0	$ 863.0
Long-term debt		
3.050% Senior Notes due 2026	$ -	$ 600.0
4.700% Senior Notes due 2027	600.0	-
5.350% Senior Notes due 2028	500.0	500.0
5.050% Senior Notes due 2030	550.0	-
3.550% Senior Notes due 2030	257.5	257.5
2.600% Senior Notes due 2031	750.0	750.0
5.200% Senior Notes due 2034	700.0	700.0
5.500% Senior Notes due 2035	600.0	-
4.250% Senior Notes due 2035	253.4	253.4
5.750% Senior Notes due 2039	317.8	317.8
4.450% Senior Notes due 2045	395.4	395.4
2.425% Euro Notes due 2026	540.0	517.7
1.164% Euro Notes due 2027	540.0	517.7
3.518% Euro Notes due 2032	756.0	724.8
Debt discount and issuance costs	(47.5)	(34.1)
Adjustment related to interest rate swaps	(136.3)	(158.6)
Total long-term debt	$ 6,576.3	$ 5,341.6

In the three-month period ended March 31, 2025, we redeemed the $863.0 million outstanding principal amount of our 3.550% Senior Notes due 2025.

On February 19, 2025, we completed the offering of $600.0 million aggregate principal amount of our 4.700% notes due February 19, 2027 (the “2027 Notes”), $550.0 million aggregate principal amount of our 5.050% notes due February 19, 2030 (the “2030 Notes”) and $600.0 million aggregate principal amount our 5.500% notes due February 19, 2035 (the “2035 Notes”). Interest for these notes is payable semi-annually in arrears on February 19 and August 19 of each year, commencing on August 19, 2025. We received proceeds of $1,748.1 million from the 2027 Notes, 2030 Notes, and 2035 Notes.

On June 28, 2024, we entered into a new five-year revolving credit agreement (the “2024 Five-Year Credit Agreement”) and a new 364-day revolving credit agreement (the “2024 364-Day Revolving Credit Agreement”), as described below. Borrowings under these credit agreements will be used for general corporate purposes.

The 2024 Five-Year Credit Agreement contains a five-year unsecured revolving facility of $1.5 billion (the “2024 Five-Year Revolving Facility”). The 2024 Five-Year Credit Agreement replaced the previous revolving credit agreement entered into on July 7, 2023 (the “2023 Five-Year Credit Agreement”), which contained a five-year unsecured revolving facility of $1.5 billion (the “2023 Five-Year Revolving Facility”). There were no outstanding borrowings under the 2023 Five-Year Credit Agreement at the time it was terminated.

The 2024 Five-Year Credit Agreement will mature on June 28, 2029, with two one-year extensions exercisable at our discretion and subject to required lender consent. The 2024 Five-Year Credit Agreement also includes an uncommitted incremental feature allowing us to request an increase of the facility by an aggregate amount of up to $500.0 million.

Borrowings under the 2024 Five-Year Credit Agreement bear interest at floating rates, based upon either an adjusted term secured overnight financing rate (“Term SOFR”) for the applicable interest period or an alternate base rate, in each case, plus an applicable margin determined by reference to our senior unsecured long-term debt credit rating. We pay a facility fee on the aggregate amount of the 2024 Five-Year Revolving Facility at a rate determined by reference to our senior unsecured long-term debt credit rating.

The 2024 Five-Year Credit Agreement contains customary affirmative and negative covenants and events of default for unsecured financing arrangements, including, among other things, limitations on consolidations, mergers, and sales of assets. The 2024 Five-Year Credit Agreement also requires us to maintain a consolidated indebtedness to consolidated EBITDA ratio of no greater than 4.5 to 1.0 as of the last day of any period of four consecutive fiscal quarters (with such ratio subject to increase to 5.0 to 1.0 for a period of time in connection with a qualified material acquisition and certain other restrictions). We were in compliance with all covenants under the 2024 Five-Year Credit Agreement as of March 31, 2025. As of March 31, 2025, there were no outstanding borrowings under the 2024 Five-Year Credit Agreement.

The 2024 364-Day Revolving Credit Agreement is an unsecured revolving credit facility in the principal amount of $1.0 billion (the "2024 364-Day Revolving Facility"). The 2024 364-Day Revolving Credit Agreement replaced a credit agreement entered into on July 7, 2023, which was also a 364-day unsecured revolving credit facility of $1.0 billion (the "2023 364-Day Revolving Facility"). There were no borrowings outstanding under the 2023 364-Day Revolving Facility when it was terminated.

The 2024 364-Day Revolving Facility will mature on June 27, 2025. Borrowings under the 2024 364-Day Revolving Credit Agreement bear interest at floating rates based upon either an adjusted Term SOFR for the applicable interest period or an alternate base rate, in each case, plus an applicable margin determined by reference to our senior unsecured long-term debt credit rating. We pay a facility fee on the aggregate amount of the 2024 364-Day Revolving Facility at a rate determined by reference to our senior unsecured long-term debt credit rating.

The 2024 364-Day Revolving Credit Agreement contains customary affirmative and negative covenants and events of default for an unsecured financing arrangement including, among other things, limitations on consolidations, mergers, and sales of assets. The 2024 364-Day Revolving Credit Agreement also requires us to maintain a consolidated indebtedness to consolidated EBITDA ratio of no greater than 4.5 to 1.0 as of the last day of any period of four consecutive fiscal quarters (with such ratio subject to increase to 5.0 to 1.0 in connection with a qualified material acquisition and certain other restrictions). We were in compliance with all covenants under the 2024 364-Day Revolving Credit Agreement as of March 31, 2025. As of March 31, 2025, there were no outstanding borrowings under the 2024 364-Day Revolving Credit Agreement.

On August 28, 2023, we entered into an uncommitted facility letter (the "Uncommitted Credit Facility"), which provides that from time to time, we may request, and the lender in its absolute and sole discretion may provide, short-term loans. Borrowings under the Uncommitted Credit Facility may be used only for general corporate and working capital purposes. The Uncommitted Credit Facility provides that the aggregate principal amount of outstanding borrowings at any time shall not exceed $300.0 million. Each borrowing under the Uncommitted Credit Facility will mature on the maturity date specified by the lender at the time of the advance, which will be no more than 90 days following the date of the advance. The Uncommitted Credit Facility and borrowings thereunder are unsecured. Borrowings under the Uncommitted Credit Facility bear interest at floating rates, based upon either Term SOFR for the applicable interest period, the prime rate, or lender's cost of funds, in each case, plus an applicable margin determined at the time of each borrowing. The Uncommitted Credit Facility includes customary affirmative and negative covenants and events of default for unsecured uncommitted financing arrangements. We were in compliance with all covenants under the Uncommitted Credit Facility as of March 31, 2025. As of March 31, 2025, there were no outstanding borrowings under the Uncommitted Credit Facility.

Borrowings under our revolving credit facilities have been executed with underlying notes that have maturities of three months or less. At maturity of the underlying note, we elect to either repay the note, borrow the same amount, or some combination thereof. On our condensed consolidated statements of cash flows, we present the borrowings and repayments of these underlying notes as net cash inflows or outflows due to their short-term nature.

The estimated fair value of our senior notes, which includes our Euro notes, as of March 31, 2025, based on quoted prices for the specific securities from transactions in over-the-counter markets (Level 2), was $7,159.9 million.

9. Accumulated Other Comprehensive Income

Accumulated other comprehensive income (loss) ("AOCI") refers to certain gains and losses that under GAAP are included in comprehensive income but are excluded from net earnings as these amounts are initially recorded as an adjustment to stockholders' equity. Amounts in AOCI may be reclassified to net earnings upon the occurrence of certain events.

Our AOCI is comprised of foreign currency translation adjustments, unrealized gains and losses on cash flow hedges and unrecognized prior service costs and gains and losses in actuarial assumptions related to our defined benefit plans. Foreign currency translation adjustments are reclassified to net earnings upon sale or upon a complete or substantially complete liquidation of an investment in a foreign entity. Unrealized gains and losses on cash flow hedges are reclassified to net earnings when the hedged item affects net earnings. Amounts related to defined benefit plans that are in AOCI are reclassified over the service periods of employees in the plan.

The following table shows the changes in the components of AOCI gains (losses), net of tax (in millions):

	Foreign Currency Translation	Cash Flow Hedges	Defined Benefit Plan Items	Total AOCI
Balance at December 31, 2024	$ (239.0)	$ 88.2	$ (112.0)	$ (262.8)
AOCI before reclassifications	24.8	(32.1)	-	(7.3)
Reclassifications to statements of earnings	-	(17.3)	0.1	(17.2)
Balance at March 31, 2025	$ (214.2)	$ 38.8	$ (111.9)	$ (287.3)

The following table shows the reclassification adjustments from AOCI (in millions):

	Amount of Gain (Loss) Reclassified from AOCI		
	Three Months Ended March 31,		
Component of AOCI	2025	2024	Location on Statements of Earnings
Cash flow hedges			
Foreign exchange forward contracts	$ 21.0	$ 22.0	Cost of products sold
Forward starting interest rate swaps	(0.2)	(0.2)	Interest expense, net
	20.8	21.8	Total before tax
	3.5	3.8	Provision for income taxes
	$ 17.3	$ 18.0	Net of tax
Defined benefit plans			
Prior service cost and unrecognized actuarial loss	$ (0.2)	$ 0.8	Other income (expense), net
	(0.1)	(0.3)	Provision for income taxes
	$ (0.1)	$ 1.1	Net of tax
Total reclassifications	$ 17.2	$ 19.1	Net of tax

The following table shows the tax effects on each component of AOCI recognized in our condensed consolidated statements of comprehensive income (in millions):

	Three Months Ended March 31, 2025		
	Before Tax	Tax	Net of Tax
Foreign currency cumulative translation adjustments	$ 1.5	(23.3)	$ 24.8
Unrealized cash flow hedge gains	(32.8)	(0.7)	(32.1)
Reclassification adjustments on cash flow hedges	(20.8)	(3.5)	(17.3)
Adjustments to prior service cost and unrecognized actuarial assumptions	0.2	0.1	0.1
Total Other Comprehensive Income (Loss)	$ (51.9)	$ (27.4)	$ (24.5)

	Three Months Ended March 31, 2024		
	Before Tax	Tax	Net of Tax
Foreign currency cumulative translation adjustments	$ (19.2)	$ 16.6	$ (35.8)
Unrealized cash flow hedge gains	43.4	8.7	34.7
Reclassification adjustments on cash flow hedges	(21.8)	(3.8)	(18.0)
Adjustments to prior service cost and unrecognized actuarial assumptions	(0.8)	0.3	(1.1)
Total Other Comprehensive Income (Loss)	$ 1.6	$ 21.8	$ (20.2)

10. Fair Value Measurement of Assets and Liabilities

The following financial assets and liabilities are recorded at fair value on a recurring basis (in millions):

	As of March 31, 2025			
		Fair Value Measurements at Reporting Date Using:		
Description	Recorded Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 41.3	$ -	$ 41.3	$ -
Cross-currency interest rate swaps	34.3	-	34.3	-
Total Assets	$ 75.6	$ -	$ 75.6	$ -
Liabilities				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 4.6	$ -	$ 4.6	$ -
Cross-currency interest rate swaps	12.8	-	12.8	-
Interest rate swaps	136.3	-	136.3	-
Contingent payments related to acquisitions	137.7	-	-	137.7
Total Liabilities	$ 291.4	$ -	$ 153.7	$ 137.7

	As of December 31, 2024			
		Fair Value Measurements at Reporting Date Using:		
Description	Recorded Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 89.5	$ -	$ 89.5	$ -
Cross-currency interest rate swaps	50.3	-	50.3	-
Derivatives not designated as hedges, current and long-term				
Foreign currency forward contracts	1.8	-	1.8	-
Total Assets	$ 141.6	$ -	$ 141.6	$ -
Liabilities				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 1.8	$ -	$ 1.8	$ -
Cross-currency interest rate swaps	14.2	-	14.2	-
Interest rate swaps	158.6	-	158.6	-
Derivatives not designated as hedges, current and long-term				
Foreign currency forward contracts	0.8	-	0.8	-
Contingent payments related to acquisitions	180.7	-	-	180.7
Total Liabilities	$ 356.1	$ -	$ 175.4	$ 180.7

We value our foreign currency forward contracts using a market approach based on foreign currency exchange rates obtained from active markets, and we perform ongoing assessments of counterparty credit risk.

We value our interest rate swaps using a market approach based on publicly available market yield curves and the terms of our swaps, and we perform ongoing assessments of counterparty credit risk. The valuation of our cross-currency interest rate swaps also includes consideration of foreign currency exchange rates.

Contingent payments related to acquisitions consist of sales-based payments and regulatory milestones, and are valued using discounted cash flow techniques. The fair value of sales-based payments is based upon significant unobservable inputs such as probability-weighted future revenue estimates and simulating the numerous potential outcomes, and changes as revenue estimates increase or decrease. The fair value of the regulatory milestones is based on the probability of success in obtaining the specified regulatory approval. The fair value of sales-based payments and regulatory milestones utilize significant unobservable inputs, which could reasonably change in future periods resulting in significantly higher or lower fair value measurements. If our estimates of future revenue or probability of achievement increase, the fair value measurements for these contingent payments will increase. Vice versa, if our estimates of future revenue or probability of achievement decrease, the fair value measurements for these contingent payments will decline.

Contingent payments related to our acquisition of Embody, Inc. ("Embody") are to be settled by issuance of our common stock and cash payments. During the three-month period ended March 31, 2025, we issued 0.3 million shares of our common stock valued at $27.8 million and paid $4.4 million of cash for a commercial milestone related to the Embody acquisition. The fair value of common stock was determined to be $101.02 per share, which represented the average of our high and low stock prices on the settlement date.

The following table provides a reconciliation of the beginning and ending balances of items measured at fair value on a recurring basis in the tables above that used significant unobservable inputs (Level 3) (in millions):

	Level 3 - Liabilities
Contingent payments related to acquisitions	
Beginning balance December 31, 2024	$ 180.7
Change in estimates	1.7
Settlements	(45.2)
Foreign currency impact	0.6
Ending balance March 31, 2025	$ 137.7

Changes in estimates for contingent payments related to acquisitions are recognized in the "Acquisition, integration, divestiture and related" line item on our condensed consolidated statements of earnings.

11. Derivative Instruments and Hedging Activities

We are exposed to certain market risks relating to our ongoing business operations, including foreign currency exchange rate risk, commodity price risk, interest rate risk and credit risk. We manage our exposure to these and other market risks through regular operating and financing activities. Currently, the only risks that we manage through the use of derivative instruments are interest rate risk and foreign currency exchange rate risk.

Interest Rate Risk

Derivatives Designated as Fair Value Hedges

We currently use fixed-to-variable interest rate swaps to manage our exposure to interest rate risk from our cash investments and debt portfolio. These derivative instruments are designated as fair value hedges under GAAP. Changes in the fair value of the derivative instrument are recorded in current earnings and are offset by gains or losses on the underlying debt instrument.

As of March 31, 2025 and December 31, 2024, the following amounts were recorded on our condensed consolidated balance sheets related to cumulative basis adjustments for fair value hedges (in millions):

	Carrying Amount of the Hedged Liabilities		Cumulative Amount of Fair Value Hedging Adjustment Included in the Carrying Amount of the Hedged Liabilities	
Balance Sheet Line Item	March 31, 2025	December 31, 2024	March 31, 2025	December 31, 2024
Long-term debt	$ 860.0	$ 837.6	$ (136.3)	$ (158.6)

Derivatives Designated as Cash Flow Hedges

In 2014, we entered into forward starting interest rate swaps that were designated as cash flow hedges of our thirty-year tranche of senior notes due 2045 we expected to issue in 2015. The forward starting interest rate swaps mitigated the risk of changes in interest rates prior to the completion of the notes offering. The interest rate swaps were settled, and the remaining loss to be recognized at March 31, 2025 was $23.0 million, which will be recognized using the effective interest rate method over the remaining maturity period of the hedged notes.

Foreign Currency Exchange Rate Risk

We operate on a global basis and are exposed to the risk that our financial condition, results of operations and cash flows could be adversely affected by changes in foreign currency exchange rates. To reduce the potential effects of foreign currency exchange rate movements on net earnings, we enter into derivative financial instruments in the form of foreign currency exchange forward contracts with major financial institutions. We also designated our Euro notes as net investment hedges of investments in foreign subsidiaries. We are primarily exposed to foreign currency exchange rate risk with respect to transactions and net assets denominated in Euros, Swiss Francs, Japanese Yen, British Pounds, Chinese Renminbi, Canadian Dollars, Australian Dollars, Korean Won, Swedish Krona, Czech Koruna, Thai Baht, Taiwan Dollars, South African Rand, Russian Rubles, Indian Rupees, Turkish Lira, Polish Zloty, Danish Krone, and Norwegian Krone. We do not use derivative financial instruments for trading or speculative purposes.

Derivatives Designated as Net Investment Hedges

We are exposed to the impact of foreign exchange rate fluctuations in the investments in our wholly-owned foreign subsidiaries that are denominated in currencies other than the U.S. Dollar. In order to mitigate the volatility in foreign exchange rates, we issued Euro notes in December 2016, November 2019 and November 2024 and designated 100 percent of the Euro notes to hedge our net investment in certain wholly-owned foreign subsidiaries that have a functional currency of the Euro. All changes in the fair value of a hedging instrument designated as a net investment hedge are recorded as a component of AOCI in the condensed consolidated balance sheets.

At March 31, 2025, we had receive-fixed-rate, pay-fixed-rate cross-currency interest swaps with notional amounts outstanding of Japanese Yen 54.1 billion and Swiss Franc 125 million. These transactions further hedge our net investment in certain wholly-owned foreign subsidiaries that have a functional currency of Japanese Yen and Swiss Franc. All changes in the fair value of a derivative instrument designated as a net investment hedge are recorded as a component of AOCI in the condensed consolidated balance sheets. The portion of this change related to the excluded component will be amortized into earnings over the life of the derivative while the remainder will be recorded in AOCI until the hedged net investment is sold or substantially liquidated. We recognize the excluded component in interest expense, net on our condensed consolidated statements of earnings. The net cash received or paid related to the receive-fixed-rate, pay-fixed-rate component of the cross-currency interest rate swaps is reflected in investing cash flows in our condensed consolidated statements of cash flows. In the three-month period ended March 31, 2025, Euro 225 million of our cross-currency interest rate swaps matured at a loss of $8.0 million. The settlement of this loss with the counterparties is reflected in investing cash flows in our condensed consolidated statements of cash flows and will remain in AOCI on our condensed consolidated balance sheet until the hedged net investment is sold or substantially liquidated.

Derivatives Designated as Cash Flow Hedges

Our revenues are generated in various currencies throughout the world. However, a significant amount of our inventory is produced in U.S. Dollars. Therefore, movements in foreign currency exchange rates may have different proportional effects on our revenues compared to our cost of products sold. To minimize the effects of foreign currency exchange rate movements on cash flows, we hedge intercompany sales of inventory expected to occur within the next 30 months with foreign currency exchange forward contracts. We designate these derivative instruments as cash flow hedges.

We perform quarterly assessments of hedge effectiveness by verifying and documenting the critical terms of the hedge instrument and confirming that forecasted transactions have not changed significantly. We also assess on a quarterly basis whether there have been adverse developments regarding the risk of a counterparty default. For derivatives which qualify as hedges of future cash flows, the gains and losses are temporarily recorded in AOCI and then recognized in cost of products sold when the hedged item affects net earnings. On our condensed consolidated statements of cash flows, the settlements of these cash flow hedges are recognized in operating cash flows.

For foreign currency exchange forward contracts and options outstanding at March 31, 2025, we had obligations to purchase U.S. Dollars and sell Euros, Japanese Yen, British Pounds, Canadian Dollars, Australian Dollars, Korean Won, Swedish Krona, Czech Koruna, Thai Baht, Taiwan Dollars, South African Rand, Indian Rupees, Polish Zloty, Danish Krone, and Norwegian Krone and obligations to purchase Swiss Francs and sell U.S. Dollars. These derivatives mature at dates ranging from April 2025 through September 2027. As of March 31, 2025, the notional amounts of outstanding forward contracts and options entered into with third parties to purchase U.S. Dollars were $1,479.2 million. As of March 31, 2025, the notional amounts of outstanding forward contracts and options entered into with third parties to purchase Swiss Francs were $411.8 million.

Derivatives Not Designated as Hedging Instruments

We enter into foreign currency forward exchange contracts with terms of one to three months to manage currency exposures for monetary assets and liabilities denominated in a currency other than an entity's functional currency. As a result, any foreign currency remeasurement gains/losses recognized in earnings are generally offset with gains/losses on the foreign currency forward exchange contracts in the same reporting period. The net amount of these offsetting gains/losses is recorded in other income (expense), net. Any outstanding contracts are recorded on the balance sheet at fair value as of the end of the reporting period. The notional amounts of these contracts are generally in a range of $1.25 billion to $1.75 billion per quarter.

Income Statement Presentation

Derivatives Designated as Cash Flow Hedges

Derivative instruments designated as cash flow hedges had the following effects, before taxes, on AOCI and net earnings on our condensed consolidated statements of earnings, condensed consolidated statements of comprehensive income and condensed consolidated balance sheets (in millions):

	Amount of Gain (Loss) Recognized in AOCI			Amount of Gain (Loss) Reclassified from AOCI	
	Three Months Ended March 31,			Three Months Ended March 31,	
Derivative Instrument	2025	2024	Location on Statements of Earnings	2025	2024
Foreign exchange forward contracts	$ (32.8)	$ 43.4	Cost of products sold	$ 21.0	$ 22.0
Forward starting interest rate swaps	-	-	Interest expense, net	(0.2)	(0.2)
	$ (32.8)	$ 43.4		$ 20.8	$ 21.8

The fair value of outstanding derivative instruments designated as cash flow hedges and recorded on our condensed consolidated balance sheet at March 31, 2025, together with settled derivatives where the hedged item has not yet affected earnings, was a net unrealized gain of $49.4 million, or $38.8 million after taxes, which is deferred in AOCI. A gain of $57.2 million, or $46.8 million after taxes, is expected to be reclassified to earnings in cost of products sold, and a loss of $0.8 million, or $0.6 million after taxes, is expected to be reclassified to earnings in interest expense, net over the next twelve months.

The following table presents the effect of fair value, cash flow and net investment hedge accounting on our condensed consolidated statements of earnings (in millions):

	Location and Amount of Gain/(Loss) Recognized in Income on Fair Value, Cash Flow and Net Investment Hedging Relationships			
	Three Months Ended March 31, 2025		Three Months Ended March 31, 2024	
	Cost of Products Sold	Interest Expense, Net	Cost of Products Sold	Interest Expense, Net
Total amounts of income and expense line items presented in the statements of earnings in which the effects of fair value, cash flow and net investment hedges are recorded	$ 549.8	$ (66.2)	$ 512.3	$ (50.7)
The effects of fair value, cash flow and net investment hedging:				
Loss on fair value hedging relationships				
Interest rate swaps	-	(8.0)	-	(10.6)
Gain (loss) on cash flow hedging relationships				
Foreign exchange forward contracts	21.0	-	22.0	-
Forward starting interest rate swaps	-	(0.2)	-	(0.2)
Gain on net investment hedging relationships				
Cross-currency interest rate swaps	-	5.3	-	8.2

Derivatives Not Designated as Hedging Instruments

The following gains (losses) from these derivative instruments were recognized on our condensed consolidated statements of earnings (in millions):

Derivative Instrument	Location on Statements of Earnings	Three Months Ended March 31, 2025	2024
Foreign exchange forward contracts	Other income (expense), net	$ (2.6)	$ 8.4

These gains (losses) do not reflect offsetting gains of $1.4 million and losses of $12.2 million in the three-month periods ended March 31, 2025, and 2024, respectively, recognized in other income (expense), net as a result of foreign currency remeasurement of monetary assets and liabilities denominated in a currency other than an entity's functional currency.

Balance Sheet Presentation

As of March 31, 2025 and December 31, 2024, all derivatives designated as fair value hedges, cash flow hedges and net investment hedges are recorded at fair value on our condensed consolidated balance sheets. On our condensed consolidated balance sheets, we recognize individual forward contracts with the same counterparty on a net asset/liability basis if we have a master netting agreement with the counterparty. Under these master netting agreements, we are able to settle derivative instrument assets and liabilities with the same counterparty in a single transaction, instead of settling each derivative instrument separately. We have master netting agreements with substantially all of our counterparties. The fair value of derivative instruments on a gross basis is as follows (in millions):

	As of March 31, 2025		As of December 31, 2024	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Asset Derivatives Designated as Hedges				
Foreign exchange forward contracts	Other current assets	$ 47.0	Other current assets	$ 82.3
Cross-currency interest rate swaps	Other current assets	-	Other current assets	1.6
Foreign exchange forward contracts	Other assets	8.8	Other assets	24.5
Cross-currency interest rate swaps	Other assets	34.3	Other assets	48.7
Total asset derivatives		$ 90.1		$ 157.1
Asset Derivatives Not Designated as Hedges				
Foreign exchange forward contracts	Other current assets	$ -	Other current assets	$ 7.1
Liability Derivatives Designated as Hedges				
Foreign exchange forward contracts	Other current liabilities	$ 13.3	Other current liabilities	$ 13.8
Cross-currency interest rate swaps	Other current liabilities	12.8	Other current liabilities	12.0
Foreign exchange forward contracts	Other long-term liabilities	5.8	Other long-term liabilities	5.3
Cross-currency interest rate swaps	Other long-term liabilities	-	Other long-term liabilities	2.2
Interest rate swaps	Other long-term liabilities	136.3	Other long-term liabilities	158.6
Total liability derivatives		$ 168.2		$ 191.9
Liability Derivatives Not Designated as Hedges				
Foreign exchange forward contracts	Other current liabilities	$ -	Other current liabilities	$ 6.1

The table below presents the effects of our master netting agreements on our condensed consolidated balance sheets (in millions):

Description	Location	As of March 31, 2025 Gross Amount	As of March 31, 2025 Offset	As of March 31, 2025 Net Amount in Balance Sheet	As of December 31, 2024 Gross Amount	As of December 31, 2024 Offset	As of December 31, 2024 Net Amount in Balance Sheet
Asset Derivatives							
Cash flow hedges	Other current assets	$ 47.0	$ 10.7	$ 36.3	$ 82.3	$ 12.6	$ 69.7
Cash flow hedges	Other assets	8.8	3.8	5.0	24.5	4.7	19.8
Derivatives Not Designated as Hedges	Other current assets	-	-	-	7.1	5.3	1.8
Liability Derivatives							
Cash flow hedges	Other current liabilities	13.3	10.7	2.6	13.8	12.6	1.2
Cash flow hedges	Other long-term liabilities	5.8	3.8	2.0	5.3	4.7	0.6
Derivatives Not Designated as Hedges	Other current liabilities	-	-	-	6.1	5.3	0.8

The following net investment hedge gains (losses) were recognized on our condensed consolidated statements of comprehensive income (in millions):

Derivative Instrument	Amount of Gain (Loss) Recognized in AOCI Three Months Ended March 31, 2025	2024
Euro Notes	$ (75.7)	$ 24.4
Cross-currency interest rate swaps	(22.6)	46.1
	$ (98.3)	$ 70.5

12. Income Taxes

We operate on a global basis and are subject to numerous and complex tax laws and regulations. Additionally, tax laws continue to undergo rapid changes in both application and interpretation by various countries, including state aid interpretations and initiatives led by the Organisation for Economic Cooperation and Development ("OECD"). Our income tax filings are subject to examinations by taxing authorities throughout the world. Income tax audits may require an extended period of time to reach resolution and may result in significant income tax adjustments when interpretation of tax laws or allocation of company profits is disputed. Although ultimate timing is uncertain, the net amount of tax liability for unrecognized tax benefits may change due to changes in audit status, expiration of statutes of limitations, settlements of tax assessments and other events.

We are under continuous audit by the Internal Revenue Service ("IRS") and have disputes with the IRS and other foreign taxing authorities in the jurisdictions where we operate. In addition, some jurisdictions in which we operate require payment of disputed taxes to petition a court or taxing authority, or we may elect to make such payments prior to final resolution. We record any prepayments as income tax receivables when we believe our position is more likely than not to be upheld. We assess our position on these disputes at each reporting period. During the course of these audits and disputes, we receive proposed adjustments from taxing authorities that may be material. Therefore, there is a possibility that an adverse outcome in these audits or disputes could have a material effect on our results of operations and financial condition. Our U.S. federal income tax returns have been audited through 2019.

The IRS has proposed adjustments for tax years 2013-2015, primarily related to transfer pricing involving our cost sharing agreement between the U.S. and Switzerland affiliated companies and the reallocation of profits between certain of our U.S. and foreign subsidiaries. We intend to continue to vigorously contest the adjustment, and we will pursue all available administrative and, if necessary, judicial remedies. If we pursue judicial remedies in the U.S. Tax Court for years 2013-2015, a number of years will likely elapse before such matters are finally resolved. No payment of any amount related to this matter is required to be made, if at all, until all applicable proceedings have been completed.

The IRS has proposed adjustments for tax years 2016-2019, primarily related to the U.S. taxation of foreign earnings and profits, which could result in additional material tax expense if we are unsuccessful in defending our position. This includes a proposed increase to our U.S. federal taxable income, which would result in additional tax expense of approximately $312 million, subject to interest. We strongly believe that the position of the IRS, with regard to this matter, is inconsistent with the applicable U.S. Treasury

Regulations. We intend to continue to vigorously contest the adjustment, and we will pursue all available administrative and, if necessary, judicial remedies. If we pursue judicial remedies in the U.S. Tax Court for years 2016-2019, a number of years will likely elapse before such matters are finally resolved. No payment of any amount related to this matter is required to be made, if at all, until all applicable proceedings have been completed.

In the three-month period ended March 31, 2025, our effective tax rate ("ETR") was 20.3 percent compared to 19.7 percent for the three-month period ended March 31, 2024. The 20.3 percent and the 19.7 percent ETR in the three-month periods ended March 31, 2025 and 2024, respectively, were primarily driven by our mix of earnings between U.S. and foreign locations. Absent discrete tax events, we expect our future ETR will be lower than the U.S. corporate income tax rate of 21.0 percent due to our mix of earnings between U.S. and foreign locations, which generally have lower corporate income tax rates. Our ETR in future periods could also potentially be impacted by: changes in our mix of pre-tax earnings; changes in tax rates, tax laws or their interpretation; the outcome of various federal, state and foreign audits, appeals, and litigation; and the expiration of certain statutes of limitations. Currently, we cannot reasonably estimate the impact of these items on our financial results.

13. Earnings Per Share

The following is a reconciliation of weighted average shares for the basic and diluted shares computations (in millions):

	Three Months Ended March 31,	
	2025	2024
Weighted average shares outstanding for basic net earnings per share	198.9	205.2
Effect of dilutive stock options and other equity awards	0.8	1.0
Weighted average shares outstanding for diluted net earnings per share	199.7	206.2

During the three-month periods ended March 31, 2025 and 2024, an average of 4.7 million options and 1.6 million options, respectively, to purchase shares of common stock were not included in the computation of diluted earnings per share because the effect would have been antidilutive.

14. Segment Information

We design, manufacture and market orthopedic reconstructive products; sports medicine, biologics, extremities and trauma products; CMFT; surgical products; and a suite of integrated digital and robotic technologies that leverage data, data analytics and artificial intelligence. Our chief operating decision maker ("CODM") is our President and Chief Executive Officer. Our CODM allocates resources to achieve our operating profit goals through three operating segments. These operating segments, which also constitute our reportable segments, are Americas; EMEA; and Asia Pacific.

Our CODM evaluates performance based upon segment operating profit exclusive of operating expenses and income pertaining to certain inventory and manufacturing-related charges, intangible asset amortization, goodwill and intangible asset impairment, restructuring and other cost reduction initiatives, acquisition, integration, divestiture and related, certain litigation, certain European Union Medical Device Regulation ("EU MDR") expenses, other charges and corporate functions (collectively referred to as "Corporate items"). Corporate functions include corporate legal, finance, information technology, human resources and other corporate departments as well as stock-based compensation and certain operations, distribution, quality assurance, regulatory expenses, research and development and marketing expenses. Intercompany transactions have been eliminated from segment operating profit. In addition to evaluating performance on a monthly basis, the CODM uses sales and operating profit information to manage the business, including identifying areas of focus and growth, reviewing operating trends and allocating resources. Our CODM reviews accounts receivables and inventory assets ("Segment Assets") as part of operating segment performance.

Our Americas operating segment is comprised principally of the U.S. and includes other North, Central and South American markets. Our EMEA operating segment is comprised principally of Europe and includes the Middle East and African markets. Our Asia Pacific operating segment is comprised principally of Japan, China and Australia and includes other Asian and Pacific markets. The Americas, EMEA and Asia Pacific operating segments include the commercial operations as well as regional headquarter expenses to operate in those markets. Our operating segments do not include many centralized, product category expenses such as R&D and global marketing that benefit all regions.

We reclassified certain insignificant prior period expenses to conform to the current period presentation.

Segment operating profit measures by segment are as follows (in millions):

	Americas		EMEA		Asia Pacific		Total	
	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
	2025	2024	2025	2024	2025	2024	2025	2024
Net Sales	$ 1,204.3	$ 1,186.5	$ 443.1	$ 444.8	$ 261.7	$ 258.0	$ 1,909.1	$ 1,889.2
Cost of products sold, excluding intangible asset amortization	266.3	237.0	167.7	154.8	83.8	75.1		
Selling, general and administrative	313.4	309.1	124.0	133.2	85.4	85.2		
Research and development	1.0	1.2	2.8	2.0	3.3	3.3		
Segment profit	$ 623.6	$ 639.2	$ 148.6	$ 154.8	$ 89.2	$ 94.4	$ 861.4	$ 888.4
Corporate items							418.1	480.4
Intangible asset amortization							151.0	142.1
Other (income) expense, net							(2.9)	0.1
Interest expense, net							66.2	50.7
Earnings before income taxes							$ 229.0	$ 215.1

Other segment information is as follows (in millions):

	Depreciation and Amortization		Segment Assets	
	Three Months Ended March 31,		As of	
	2025	2024	March 31, 2025	December 31, 2024
Americas	$ 37.5	$ 36.5	$ 1,352.0	$ 1,344.0
EMEA	15.8	16.8	705.0	655.0
Asia Pacific	15.3	15.4	316.0	311.0
Corporate items	34.8	27.8	1,404.6	1,406.0
Intangible asset amortization	151.0	142.1	-	-
Total	$ 254.4	$ 238.6	$ 3,777.6	$ 3,716.0

15. Commitments and Contingencies

Litigation

From time to time, we are involved in various legal proceedings, including product liability, intellectual property, stockholder matters, tax disputes, commercial disputes, employment matters, whistleblower and qui tam claims and investigations, governmental proceedings and investigations, and other legal matters that arise in the normal course of our business. These include, among others, product liability claims relating to the Durom Cup, Zimmer M/L Taper, M/L Taper with Kinectiv Technology, Versys Femoral Head and the M2a-Magnum hip system. On a quarterly and annual basis, we review relevant information with respect to loss contingencies and update our accruals, disclosures and estimates of reasonably possible losses or ranges of loss based on such reviews. We establish liabilities for loss contingencies on an undiscounted basis when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. For matters where a loss is believed to be reasonably possible, but not probable, or if no reasonable estimate of known or probable loss is available, no accrual has been made.

When determining the estimated loss or range of loss, significant judgment is required. Estimates of probable losses resulting from litigation and other contingencies are inherently difficult to predict, particularly when the matters are in early procedural stages with incomplete facts or legal discovery, involve unsubstantiated or indeterminate claims for damages, involve multidistrict litigation, involve multiple foreign jurisdictions and/or potentially involve penalties, fines or punitive damages. In addition to the matters described herein, we remain subject to the risk of future governmental, regulatory and legal actions. Governmental and regulatory actions may lead to product recalls, injunctions and other restrictions on our operations and monetary sanctions, which may include substantial civil or criminal penalties. Actions involving intellectual property could result in a loss of patent protection or the ability to market products, which could lead to significant sales reductions or cost increases, or otherwise materially affect the results of our operations.

We recognize litigation-related charges and gains in Selling, general and administrative expense on our condensed consolidated statement of earnings. During the three-month periods ended March 31, 2025 and 2024, we recognized $2.1 million and $1.0 million, respectively, of net litigation-related charges. At March 31, 2025 and December 31, 2024, accrued litigation liabilities were $135.4 million and $156.4 million, respectively. These litigation-related charges and accrued liabilities reflect all of our litigation-related contingencies. The ultimate cost of litigation could be materially different than the amount of the current estimates and accruals and could have a material adverse impact on our financial condition and results of operations.

Other Contingencies

Contractual obligations: We have entered into development, distribution and other contractual arrangements that may result in future payments dependent upon various events such as the achievement of certain product R&D milestones, sales milestones, or, at our discretion, maintenance of exclusive rights to distribute a product. Since there is uncertainty on the timing or whether such payments will have to be made, they have not been recognized on our condensed consolidated balance sheets. These estimated payments could range from $0 to approximately $325 million.

16. Subsequent Event

On April 21, 2025, (the "Closing Date") we completed the acquisition of all outstanding shares of Paragon 28, Inc. ("Paragon 28"). At the effective time of the acquisition, each outstanding common share of Paragon 28 was automatically cancelled and retired and converted into the right to receive (i) $13.00 in cash and (ii) a non-tradeable contingent value right (“CVR”) entitling the holder to receive up to $1.00 per share in cash if certain revenue milestones are achieved. Upon completion of the acquisition, Paragon 28 became a wholly-owned subsidiary of Zimmer Biomet.

Paragon 28 is a leading medical device company focused exclusively on the foot and ankle orthopedic segment. The acquisition increases our market share in the foot and ankle space, which has been growing faster than some of the other spaces in which we compete. We paid approximately $1.4 billion in initial consideration and acquisition-related costs to complete the transaction utilizing cash on hand and by borrowing $400.0 million on our 2024 Five-Year Credit Agreement and $150.0 million on our Uncommitted Credit Facility. The CVRs issued to former Paragon 28 shareholders may result in up to approximately $90 million in additional consideration if certain revenue milestones are achieved. Additional information related to the acquisition of Paragon 28, such as the fair value of assets and liabilities acquired, has not been provided due to insufficient time to complete the procedures necessary to determine such amounts.

Paragon 28-Related Contingencies

Paragon 28 Securities Class Action Litigation. In September 2024, a putative class action lawsuit was filed against Paragon 28, Inc. (“Paragon 28”), its former CEO Albert DaCosta, its former CFO Stephen M. Deitsch, and its former interim CFO Kristina Wright, in the U.S. District Court for the District of Colorado (the “District of Colorado”), captioned *Ellington v. Paragon 28, Inc. et al.*, (the “*Ellington* Action”). In October 2024, a second putative class action lawsuit was filed against the same parties also in the District of Colorado, captioned *Tiedt v. Paragon 28, Inc.*, (the “*Tiedt* Action” and, together with the *Ellington* Action, the “Paragon Actions”). The Paragon Actions generally allege that the defendants made false and misleading statements in violation of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder related to Paragon 28’s financial statements and the effectiveness of Paragon 28’s internal financial controls. On April 4, 2025, the District of Colorado consolidated the Paragon Actions and appointed Nicholas Tiedt as lead plaintiff under the Private Securities Litigation Reform Act of 1995.

SEC Subpoena to Paragon 28. In September 2024, Paragon 28 received a subpoena from the U.S. Securities and Exchange Commission (“SEC”) for documents related to Paragon 28’s SEC Form 8-K, published on July 30, 2024, which stated that certain previously issued financial statements should no longer be relied upon due to errors in such financial statements and that a restatement of those prior financial statements was required. Paragon 28 was, and now Zimmer Biomet is, cooperating with the SEC's investigation, which is ongoing.

We are in the process of evaluating these contingencies as part of the Paragon 28 purchase price allocation as of the Closing Date.

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

The following discussion and analysis should be read in conjunction with the interim condensed consolidated financial statements and corresponding notes included elsewhere in this Form 10-Q. Amounts reported in millions within this Quarterly Report on Form 10-Q are computed based on the actual amounts. As a result, the sum of the components may not equal the total amount reported in millions due to rounding. In addition, certain columns and rows within tables may not sum to the totals due to the use of rounded numbers. Percentages presented are calculated from the underlying unrounded amounts.

Executive Level Overview

<u>*Results for the Three-Month Period ended March 31, 2025*</u>

In the three-month period ended March 31, 2025, our net sales increased 1.1 percent when compared to the same prior year period. Net sales growth was driven by a combination of market growth, new product introductions and commercial execution across the organization. Our net sales experienced a negative effect of 1.2 percent from changes in foreign currency exchange rates in the three-month period ended March 31, 2025.

Our net earnings were $182.0 million in the three-month period ended March 31, 2025, compared to $172.4 million in the same prior year period. The increase in earnings was primarily due to lower charges from our restructuring plans, and the net sales increase. These favorable items were partially offset by higher cost of products sold due to sales volumes increases and higher manufacturing costs; investments made to direct-to-patient marketing, information technology and medical education events; and higher interest costs due to higher borrowings in anticipation of the Paragon 28 acquisition.

<u>*2025 Outlook*</u>

We expect year-over-year revenue growth of 5.7 percent to 8.2 percent in 2025 to be driven by a combination of Paragon 28 net sales, market growth, new product introductions and commercial execution. Based on recent foreign currency exchange rates, we expect foreign currency to positively affect year-over-year net sales by up to 0.5 percent. We estimate net earnings will decrease in 2025 when compared to 2024 due to higher acquisition and integration costs, operating expenses and intangible asset amortization related to the Paragon 28 acquisition, higher manufacturing costs caused by inflation, tariffs, higher net interest expense due to higher interest rates and increased borrowings and a higher estimated effective tax rate due to favorable 2024 adjustments that are not expected to recur. These unfavorable items are expected to be partially offset by higher net sales, leverage from fixed operating expenses, ongoing savings from our restructuring plans and lower employee termination and other charges from our restructuring plans.

The ultimate impact that tariffs will have on our net earnings is difficult to predict due to their fluid nature. We account for tariffs as part of the cost of our inventory or instruments and recognize the expense in cost of products sold when the related inventory is sold to a customer, or depreciate the additional cost of the instrument in selling, general and administrative expense. Based upon current administration proposals, we anticipate recognizing $60 million to $80 million of additional expenses related to tariffs in 2025. This estimate contemplates our best view of mitigation efforts currently underway and that the announced European reciprocal tariffs will go into effect after the ninety-day stay period. Since we capitalize tariffs as part of the cost of our inventory and instruments, the impact in 2025 will be more significant in the second half of the year.

Results of Operations

We review sales by two geographies, the United States and International, and by the following product categories: Knees; Hips; S.E.T. (Sports Medicine, Extremities, Trauma, Craniomaxillofacial and Thoracic); and Technology & Data, Bone Cement and Surgical. This sales analysis differs from our reportable operating segments, which are based upon our senior management organizational structure and how we allocate resources toward achieving operating profit goals. We review sales by these geographies because the underlying market trends in any particular geography tend to be similar across product categories, because we primarily sell the same products in all geographies and many of our competitors publicly report in this manner. Our business is seasonal in nature to some extent, as many of our products are used in elective surgical procedures, which typically decline during the summer months and can increase at the end of the year once annual deductibles have been met on health insurance plans.

Net Sales by Geography

The following table presents our net sales by geography and the percentage changes (dollars in millions):

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	% Inc
United States	$ 1,113.6	$ 1,099.2	1.3 %
International	795.5	790.0	0.7
Total	$ 1,909.1	$ 1,889.2	1.1

Net Sales by Product Category

The following table presents our net sales by product category and the percentage changes (dollars in millions):

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	% Inc / (Dec)
Knees	$ 792.9	$ 788.1	0.6 %
Hips	495.8	491.2	0.9
S.E.T.	470.5	452.6	3.9
Technology & Data, Bone Cement and Surgical	149.9	157.3	(4.7)
Total	$ 1,909.1	$ 1,889.2	1.1

The following table presents our net sales by geography for our Knees and Hips product categories (dollars in millions):

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024	% Inc / (Dec)
Knees			
United States	$ 459.0	$ 458.0	0.2 %
International	333.9	330.1	1.2
Total	$ 792.9	$ 788.1	0.6
Hips			
United States	$ 264.3	$ 254.9	3.7 %
International	231.5	236.3	(2.0)
Total	$ 495.8	$ 491.2	0.9

Demand (Volume and Mix) Trends

Changes in volume and mix of product sales had a positive effect of 2.2 percent on year-over-year sales during the three-month period ended March 31, 2025. Market growth and new product introductions contributed positively to volume and mix trends.

Pricing Trends

Global selling prices had a positive effect of 0.1 percent on year-over-year sales during the three-month period ended March 31, 2025. The majority of countries in which we operate continue to experience pricing pressure from local hospitals, health systems, and governmental healthcare cost containment efforts. However, we have had success in offsetting negative effects of pricing pressure due to internal initiatives and being able to pass some inflationary impacts on to customers.

Foreign Currency Exchange Rates

For the three-month period ended March 31, 2025, changes in foreign currency exchange rates had a negative effect of 1.2 percent on year-over-year sales. If foreign currency exchange rates remain at levels consistent with recent rates, we estimate there will be a positive impact of up to 0.5 percent on full-year 2025 sales.

Geography

The 1.3 percent net sales growth in the U.S. in the three-month period ended March 31, 2025, was driven by market growth in our Knees, Hips and S.E.T. product categories. Internationally, net sales increased by 0.7 percent during the three-month period ended March 31, 2025, when compared to the same prior year period. This increase was similarly driven by market growth in most of our international markets. Our International sales were negatively affected by 3.0 percent due to changes in foreign currency exchange rates in the three-month period ended March 31, 2025.

Product Categories

Knees and Hips net sales benefited from market growth and new product introductions in the three-month period ended March 31, 2025. Changes in foreign currency exchange rates had negative effects of 1.3 percent and 1.5 percent on Knees and Hips net sales, respectively, in the three-month period ended March 31, 2025. The S.E.T. net sales increase in the three-month period ended March 31, 2025, was primarily the result of growth in our sports medicine, upper extremities, and craniomaxillofacial and thoracic products. Technology & Data, Bone Cement and Surgical net sales declined in the three-month period ended March 31, 2025, due to lower net sales of our ROSA® Robot.

Expenses as a Percentage of Net Sales

	Three Months Ended March 31,		% Inc /
	2025	2024	(Dec)
Cost of products sold, excluding intangible asset amortization	28.8 %	27.1 %	1.7 %
Intangible asset amortization	7.9	7.5	0.4
Research and development	5.8	5.7	0.1
Selling, general and administrative	39.7	39.0	0.7
Restructuring and other cost reduction initiatives	1.9	6.6	(4.7)
Acquisition, integration, divestiture and related	0.6	-	0.6
Operating profit	15.3	14.1	1.2

Cost of products sold, excluding intangible asset amortization, increased in both amount and as a percentage of net sales in the three-month period ended March 31, 2025, when compared to the same prior year period. The increases were primarily due to higher manufacturing costs caused by inflation.

Intangible asset amortization expense increased in amount and as a percentage of net sales in the three-month period ended March 31, 2025 compared to the same prior year period due to acquisitions and other technology-based asset purchases we made in 2024.

R&D expenses increased in amount and as a percentage of net sales in the three-month period ended March 31, 2025, when compared to the same prior year period. The increases were driven by higher spending on certain technology-based projects.

Selling, general and administrative ("SG&A") expenses increased in amount and as a percentage of net sales in the three-month period ended March 31, 2025, when compared to the same prior year period. The increases were driven by higher bad debt expenses related to various customers in multiple countries and investments made to direct-to-patient marketing, information technology and medical education events.

In February 2025 and December of each of 2023, 2021 and 2019, we initiated global restructuring programs. We also have other cost reduction and optimization initiatives that have the goal of reducing costs across the organization. We recognized expenses of $36.0 million and $124.4 million in the three-month periods ended March 31, 2025 and 2024, respectively, related to these programs and initiatives. These expenses were primarily related to employee termination benefits, sales agent contract terminations, and consulting and project management expenses associated with these programs, as well as expenses related to other optimization initiatives. The expenses were higher in the 2024 period when compared to the 2025 period primarily due to expenses related to the

2023 Restructuring Plan that had just been initiated at the end of 2023 and was larger in scope than the 2025 Restructuring Plan, and lower expenses related to our U.S. and Canada ERP implementation and other initiatives as those are completed. For more information regarding these expenses, see Note 4 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report.

Acquisition, integration, divestiture and related expenses increased in amount and as a percentage of net sales in the three-month period ended March 31, 2025, when compared to the same prior year period, primarily due to acquisitions that occurred in 2024. We expect that acquisition and integration expenses will increase significantly in 2025 due to the acquisition of Paragon 28.

Other Income (Expense), Net, Interest Expense, Net, and Income Taxes

In the three-month periods ended March 31, 2025 and 2024, we recognized income of $2.9 million and expense of $0.1 million, respectively, in our other income (expense), net financial statement line item. The increased income was primarily due to lower losses on the remeasurement of monetary assets and liabilities denominated in a currency other than a subsidiary's functional currency and the related derivative instruments that are not designated as hedging instruments that we use to manage the currency exposures of these assets and liabilities.

Interest expense, net, increased in the three-month period ended March 31, 2025, when compared to the same prior year period. The increased interest expense was due to higher average debt balances outstanding in anticipation of the Paragon 28 acquisition and new borrowings in 2024 that replaced debt with lower interest rates.

In the three-month period ended March 31, 2025, our effective tax rate ("ETR") was 20.3 percent compared to 19.7 percent for the three-month period ended March 31, 2024. The 20.3 percent and the 19.7 percent ETR in the three-month periods ended March 31, 2025 and 2024, respectively, were primarily driven by our mix of earnings between U.S. and foreign locations. Absent discrete tax events, we expect our future ETR will be lower than the U.S. corporate income tax rate of 21.0 percent due to our mix of earnings between U.S. and foreign locations, which generally have lower corporate income tax rates. Our ETR in future periods could also potentially be impacted by: changes in our mix of pre-tax earnings; changes in tax rates, tax laws or their interpretation; the outcome of various federal, state and foreign audits, appeals, and litigation; and the expiration of certain statutes of limitations. Currently, we cannot reasonably estimate the impact of these items on our financial results.

Segment Operating Profit

	Net Sales		Operating Profit		Operating Profit as a Percentage of Net Sales	
	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
(dollars in millions)	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**
Americas	$ 1,204.3	$ 1,186.5	$ 623.6	$ 639.2	51.8 %	53.9 %
EMEA	443.1	444.8	148.6	154.8	33.5	34.8
Asia Pacific	261.7	258.0	89.2	94.4	34.1	36.6

Americas

In the Americas, operating profit and operating profit as a percentage of net sales decreased in the three-month period ended March 31, 2025, when compared to the same prior year period. The decrease was primarily due to higher manufacturing costs and higher bad debt-related charges in the current year period.

EMEA

In EMEA, operating profit and operating profit as a percentage of net sales decreased in the three-month period ended March 31, 2025, when compared to the same prior year period. The decrease was primarily due to higher manufacturing costs, which were partially offset by savings from our restructuring plans.

Asia Pacific

In Asia Pacific, operating profit and operating profit as a percentage of net sales decreased in the three-month period ended March 31, 2025, when compared to the same prior year period. The decrease was primarily due to higher manufacturing costs and higher bad debt-related charges in the current year period.

Liquidity and Capital Resources

As of March 31, 2025, we had $1,384.5 million in cash and cash equivalents. In addition, we had $1.0 billion available to borrow under our 2024 364-Day Credit Agreement, and $1.5 billion available under our 2024 Five-Year Revolving Facility. The terms of the 2024 364-Day Credit Agreement and the 2024 Five-Year Revolving Facility are described further in Note 8 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report.

We believe that cash flows from operations, our cash and cash equivalents on hand, and available borrowings under our revolving credit facilities will be sufficient to meet our ongoing liquidity requirements for at least the next twelve months. However, it is possible our needs may change. Further, there can be no assurance that, if needed, we will be able to secure additional financing on terms favorable to us, if at all.

Sources of Liquidity

Cash flows provided by operating activities were $382.8 million in the three-month period ended March 31, 2025, compared to $228.0 million in the same prior year period. The 2025 period featured lower investments in inventory, lower bonus payments and favorable timing of accounts payable payments relative to 2024.

Cash flows used in investing activities were $106.0 million in the three-month period ended March 31, 2025, compared to $195.0 million in the same prior year period. Instrument and property, plant and equipment additions reflected ongoing investments in our product portfolio, including new product introductions and optimization of our manufacturing and logistics networks. The decline in property, plant and equipment additions was driven by lower enterprise resource planning software spend as that project was implemented in the second half of 2024. In addition, in the three-month period ended March 31, 2024, we entered into agreements to acquire the ownership rights or gain access to various technologies that were recognized as intangible assets and invested in a debt security.

Cash flows provided by financing activities were $575.4 million in the three-month period ended March 31, 2025, compared to cash flows used in financing activities of $50.1 million in the same prior year period. In the 2025 period, we issued senior notes for proceeds of $1,748.1 million and used the proceeds, along with cash on hand, to redeem $863.0 million of senior notes that were to mature on April 1, 2025, and to repurchase $229.8 million of our common stock. In the 2024 period, we borrowed a net $70.0 million under our Uncommitted Credit Facility and used those proceeds, along with cash on hand, to repurchase $113.6 million of our common stock.

We place our cash and cash equivalents in highly-rated financial institutions and limit the amount of credit exposure to any one entity. We invest only in high-quality financial instruments in accordance with our internal investment policy.

As of March 31, 2025, $466.5 million of our cash and cash equivalents were held in jurisdictions outside of the U.S. Of this amount, $88.8 million is denominated in U.S. Dollars and, therefore, bears no foreign currency translation risk. The remaining amount is denominated in currencies of the various countries where we operate. We generally intend to limit distributions from foreign subsidiaries earnings that were previously taxed in the U.S., as a result of the transition tax or tax on Global Intangible Low-Taxed Income ("GILTI"). These previously taxed earnings would not be subject to further U.S. federal tax.

Our concentrations of credit risks with respect to trade accounts receivable are limited due to the large number of customers and their dispersion across a number of geographic areas and by frequent monitoring of the creditworthiness of the customers to whom credit is granted in the normal course of business. Substantially all of our trade receivables are concentrated in the public and private hospital and healthcare industry in the U.S. and internationally or with distributors or dealers who operate in international markets and, accordingly, are exposed to their respective business, economic and country-specific variables.

Material Cash Requirements from Known Contractual and Other Obligations

At March 31, 2025, we had outstanding debt of $7,176.3 million, of which $600.0 million was classified as current debt. Our current debt consists of $600.0 million of senior notes that mature on January 15, 2026. We believe we can satisfy these debt obligations with cash generated from our operations, by issuing new debt and/or by borrowing on our committed revolving credit facilities.

As discussed in Note 16 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report, on April 21, 2025, we completed the acquisition of Paragon 28. We paid approximately $1.4 billion in initial consideration and acquisition-related costs to complete the transaction utilizing cash on hand and by borrowing $400.0 million on our 2024 Five-Year Credit Agreement and $150.0 million on our Uncommitted Credit Facility.

For additional information on our debt, including types of debt, maturity dates, interest rates, debt covenants and available revolving credit facilities, see Note 8 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report.

In February 2025, our Board of Directors declared a quarterly cash dividend of $0.24 per share. We expect to continue paying cash dividends on a quarterly basis; however, future dividends are subject to approval of the Board of Directors and may be adjusted as business needs or market conditions change.

In May 2024, our Board of Directors authorized a $2.0 billion share repurchase program with no expiration date. As of March 31, 2025, $1,020.2 million remained authorized under the program.

As discussed in Note 4 to our interim condensed consolidated financial statements in Part I, Item 1 of this report, we are executing on a 2025 Restructuring Plan, a 2023 Restructuring Plan and a 2019 Restructuring Plan. The 2025 Restructuring Plan is expected to result in total pre-tax charges of approximately $85 million by the end of 2027, of which approximately $23 million was incurred through March 31, 2025. We expect to reduce gross annual pre-tax operating expenses by approximately $95 million relative to the 2024 baseline expenses by the end of 2027 as program benefits under the 2025 Restructuring Plan are realized. The 2023 Restructuring Plan, which was completed as of March 31, 2025, resulted in total pre-tax charges of approximately $117 million. We expect to reduce gross annual pre-tax operating expenses by $175 million to $200 million relative to the 2023 baseline expenses by the end of 2025 as program benefits under the 2023 Restructuring Plan are realized. The 2019 Restructuring Plan is expected to result in total pre-tax restructuring charges of approximately $400 million by the end of 2025, of which approximately $376 million was incurred through March 31, 2025. In our original estimates, we expected to reduce gross annual pre-tax operating expenses by approximately $180 million to $280 million relative to the 2019 baseline expenses by the end of 2023 as benefits under the 2019 Restructuring Plan were realized. Our latest estimates indicate that we will be near the low end of that range, and the full benefits will not be realized until we complete the closure of a manufacturing facility, which is expected to occur in 2025.

As discussed in Note 12 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report, the IRS has issued proposed adjustments for years 2013 through 2015 and for years 2016 through 2019. We have disputed these proposed adjustments and intend to continue to vigorously defend our positions. Although the ultimate timing for resolution of the disputed tax issues is uncertain, future payments may be significant to our operating cash flows.

As discussed in Note 15 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report, we are involved in various litigation matters. We estimate the total liabilities for all litigation matters was $135.4 million as of March 31, 2025. However, litigation is inherently uncertain, and upon resolution of any of these uncertainties, we may incur charges in excess of these estimates, and may in the future incur other material judgments or enter into other material settlements of claims. We expect to pay these liabilities over the next few years. Additionally, we have entered into development, distribution and other contractual arrangements that may result in future payments dependent upon various events such as the achievement of certain product R&D milestones, sales milestones, or, at our discretion, maintenance of exclusive rights to distribute a product. Since there is uncertainty on the timing or whether such payments will have to be made, they have not been recognized on our condensed consolidated balance sheets. These estimated payments could range from $0 to approximately $325 million.

Recent Accounting Pronouncements

Information pertaining to recent accounting pronouncements can be found in Note 2 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report.

Critical Accounting Estimates

The preparation of our financial statements is affected by the selection and application of accounting policies and methods, and also requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Critical accounting estimates are those that involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our financial condition and results of operations. There were no changes in the three-month period ended March 31, 2025 to our critical accounting estimates as described in our Annual Report on Form 10-K for the year ended December 31, 2024.

Cautionary Note Regarding Forward-Looking Statements and Factors That May Affect Future Results

This quarterly report contains certain statements that are forward-looking statements within the meaning of federal securities laws. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. When used in this report, the words "may," "will," "can," "should," "would," "could," "anticipate," "expect," "plan," "seek," "believe," "are confident that," "look forward to," "predict," "estimate," "potential," "project," "target," "forecast," "see," "intend," "design," "strive," "strategy," "future," "opportunity," "assume," "guide," "position," "continue" and similar expressions are intended to identify forward-looking statements. Forward-looking statements are based on current beliefs, expectations and assumptions of management and are subject to significant risks, uncertainties and changes in circumstances that could cause actual results to differ materially from such forward-looking statements. These risks, uncertainties and changes in circumstances include, but are not limited to:

- competition;
- pricing pressures;
- dependence on new product development, technological advances and innovation;
- changes in customer demand for our products and services caused by demographic changes, obsolescence, development of different therapies or other factors;
- our ability to attract, retain, develop and maintain adequate succession plans for the highly skilled employees, senior management, independent agents and distributors we need to support our business;
- shifts in the product category or regional sales mix of our products and services;
- the risks and uncertainties related to our ability to successfully execute our restructuring plans;
- control of costs and expenses;
- risks related to the ability to realize the anticipated benefits of the acquisition of Paragon 28, including the possibility that the expected benefits from the transaction will not be realized or will not be realized within the expected time period;
- the risk that the businesses of Paragon 28 will not be integrated successfully;
- disruption from the proposed transaction making it more difficult to maintain business and operational relationships, including with customers, vendors, service providers, independent sales representatives, agents or agencies;
- the effects of business disruptions affecting us, our suppliers, customers or payors, either alone or in combination with other risks on our business and operations;
- the risks and uncertainties related to our ability to successfully integrate the operations, products, employees and distributors of acquired companies;
- the effect of the potential disruption of management's attention from ongoing business operations due to integration matters related to mergers and acquisitions;
- the effect of mergers and acquisitions on our relationships with customers, suppliers and lenders and on our operating results and businesses generally;
- unplanned delays, disruptions and expenses attributable to our enterprise resource planning and other system updates;
- the ability to form and implement alliances;
- dependence on a limited number of suppliers for key raw materials and other inputs and for outsourced activities;
- the risk of disruptions in the supply of materials and components used in manufacturing or sterilizing our products;
- breaches or failures of our (or of our business partners' or other third parties') information technology systems or products, including by cyberattack, unauthorized access or theft;
- the outcome of government investigations;
- the impact of healthcare reform and cost containment measures, including efforts sponsored by government agencies, legislative bodies, the private sector and healthcare purchasing organizations, through reductions in reimbursement levels, repayment demands and otherwise;
- the impact of substantial indebtedness on our ability to service our debt obligations and/or refinance amounts outstanding under our debt obligations at maturity on terms favorable to us, or at all;
- changes in tax obligations arising from examinations by tax authorities and from changes in tax laws in jurisdictions where we do business, including as a result of the "base erosion and profit shifting" project undertaken by the Organisation for Economic Co-operation and Development and otherwise;

- challenges to the tax-free nature of the ZimVie Inc. spinoff transaction and the subsequent liquidation of our retained interest in ZimVie Inc.;
- the risk of additional tax liability due to the recategorization of our independent agents and distributors to employees;
- changes in tariffs relating to imports to the U.S. and other countries;
- the risk that material impairment of the carrying value of our intangible assets, including goodwill, could negatively affect our operating results;
- changes in general domestic and international economic conditions, including interest rate and currency exchange rate fluctuations;
- changes in general industry and market conditions, including domestic and international growth, inflation and currency exchange rates;
- the domestic and international business impact of political, social and economic instability, tariffs, trade restrictions and embargoes, sanctions, wars, disputes and other conflicts, including on our ability to operate in, export from or collect accounts receivable in affected countries;
- challenges relating to changes in and compliance with governmental laws and regulations affecting our U.S. and international businesses, including regulations of the U.S. Food and Drug Administration ("FDA") and other government regulators relating to medical products, healthcare fraud and abuse laws and data privacy and cybersecurity laws;
- the success of our quality and operational excellence initiatives;
- the ability to remediate matters identified in inspectional observations issued by the FDA and other regulators, while continuing to satisfy the demand for our products;
- product liability, intellectual property and commercial litigation losses; and
- the ability to obtain and maintain adequate intellectual property protection.

Our Annual Report on Form 10-K for the year ended December 31, 2024 contains detailed discussions of these and other important factors under the heading “Risk Factors.” You should understand that it is not possible to predict or identify all factors that could cause actual results to differ materially from forward-looking statements. Consequently, you should not consider any list or discussion of such factors to be a complete set of all potential risks or uncertainties.

Forward-looking statements speak only as of the date they are made and we expressly disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. You are advised, however, to consult any further disclosures we make on related subjects in our Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

Readers of this report are cautioned not to rely on these forward-looking statements since there can be no assurance that these forward-looking statements will prove to be accurate. This cautionary statement is applicable to all forward-looking statements contained in this report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes from the information provided in our Annual Report on Form 10-K for the year ended December 31, 2024.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures. We maintain disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (“Exchange Act”)) that are designed to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Because of inherent limitations, disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of disclosure controls and procedures are met.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, our Chief

Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting. There were no changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II – Other Information

Item 1. Legal Proceedings

Information pertaining to legal proceedings can be found in Note 15 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report and is incorporated herein by reference.

Item 1A. Risk Factors

You should carefully consider the factors discussed in Part I, Item 1A "*Risk Factors*" of our Annual Report on Form 10-K for the year ended December 31, 2024 ("2024 Form 10-K"), which could materially affect our business, financial condition and results of operations. The risks described in our 2024 Form 10-K are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or results of operations.

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

Unregistered Sales of Equity Securities

During the three-month period ended March 31, 2025, we issued 0.3 million shares of our common stock valued at $27.8 million upon the achievement of a commercial milestone related to the Embody acquisition. The shares were issued to the former Embody shareholders whom we reasonably believed to be accredited investors in a private transaction exempt from registration under Section 4(a)(2) and Regulation D under the Securities Act.

Issuer Purchases of Equity Securities

The following table summarizes repurchases of common stock settled during the three-month period ended March 31, 2025:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as a Part of Publicly Announced Program[(1)]	Maximum Approximate Dollar Value of Shares that may yet be Purchased Under the Program[(1)]
January 2025	-	$ -	-	$ 1,249,999,420
February 2025	837,755	103.27	837,755	1,163,483,012
March 2025	1,322,553	108.32	1,322,553	1,020,224,454
Total	2,160,308	$ 106.36	2,160,308	1,020,224,454

(1) In May 2024, our Board of Directors authorized a $2.0 billion share repurchase program with no expiration date.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

During the three-month period ended March 31, 2025, the Audit Committee of our Board of Directors approved the engagement of PricewaterhouseCoopers LLP, our independent registered public accounting firm, to perform certain audit, audit-related and tax services. This disclosure is made pursuant to Section 10A(i)(2) of the Exchange Act, as added by Section 202 of the Sarbanes-Oxley Act of 2002.

During the three-month period ended March 31, 2025, no members of our Board of Directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, amended or terminated any contract, instruction or written plan for the purchase or sale of our securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act or any non-Rule 10b5-1 trading arrangement, as defined in rules of the Securities and Exchange Commission.

Item 6. Exhibits

The following exhibits are filed or furnished as part of this report:

2.1+	Agreement and Plan of Merger, dated as of January 28, 2025, by and among Zimmer, Inc., Gazelle Merger Sub I, Inc., Paragon 28, Inc. and Zimmer Biomet Holdings, Inc. (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K filed January 29, 2025)
3.1	Restated Certificate of Incorporation of Zimmer Biomet Holdings, Inc., dated May 17, 2021 (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed May 20, 2021)
3.2	Restated Bylaws of Zimmer Biomet Holdings, Inc., effective December 14, 2022 (incorporated by reference to Exhibit 3.2 to the Registrant's Annual Report on Form 10-K filed February 24, 2023)
4.1	Twelfth Supplemental Indenture, dated as of February 19, 2025, between Zimmer Biomet Holdings, Inc. and Computershare Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed February 19, 2025)
4.2	Form of 4.700% Notes due 2027 (incorporated by reference to Exhibit 4.1 above)
4.3	Form of 5.050% Notes due 2030 (incorporated by reference to Exhibit 4.1 above)
4.4	Form of 5.500% Notes due 2035 (incorporated by reference to Exhibit 4.1 above)
10.1*	Swiss Employment Agreement by and between Zimmer GmbH and Jehanzeb Noor dated as of February 13, 2025
10.2*	Change in Control Severance Agreement by and between Zimmer GmbH and Jehanzeb Noor effective as of February 13, 2025
10.3*	Confidentiality, Non-Competition and Non-Solicitation Agreement dated as of February 14, 2025 by and between Zimmer GmbH and Jehanzeb Noor
10.4*	Form of Indemnification Agreement with Non-Employee Directors and Officers (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed July 31, 2008)
21	List of Subsidiaries of Zimmer Biomet Holdings, Inc.
31.1	Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934 of the Chief Executive Officer, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934 of the Chief Financial Officer, 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
101	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

+ Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC upon request; provided, however, that the parties may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any document so furnished.
* Management contract or compensatory plan or arrangement.

SIGNATURES

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

ZIMMER BIOMET HOLDINGS, INC.
(Registrant)

Date: May 5, 2025	By:	/s/ Suketu Upadhyay
		Suketu Upadhyay Chief Financial Officer and Executive Vice President - Finance, Operations and Supply Chain (Principal Financial Officer)
Date: May 5, 2025	By:	/s/ Paul Stellato
		Paul Stellato Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)

ZIMMER BIOMET

Exhibit 10.1

Zimmer GmbH

Zählerweg 4
CH-6300 Zug
Phone +41 (0)58 854 90 00
www.zimmerbiomet.com

Employment Agreement

between

Zimmer GmbH
Zählerweg 4, 6300 Zug
(hereinafter referred to as "Zimmer")
and

Mr. Jehanzeb Noor, born on January 7, 1982, American Citizen
(hereinafter referred as "Mr. Noor")

will be hired in terms of Art. 319ff. CO ("Agreement").

1. Hire date, position and work location

1.1 Mr. Noor will be employed effective March 3rd 2025, as Chief Innovation, Strategy and Business Development Officer, Level Z05, subject to Mr. Noor obtaining a valid work and residency permit.

Mr. Noor's role will include global responsibilities for Zimmer Biomet Group as well as certain responsibilities for Zimmer in the EMEA region as summarized in Annex 1 hereto and amended from time to time.

Zimmer acknowledges that Mr. Noor currently has a 6 months' notice period which would represent a latest starting date on March 3rd, 2025. Mr. Noor will undertake all reasonable efforts to leave his current employment earlier and will aim to begin his employment with Zimmer on March 3rd, 2025. In the event Mr. Noor shall not be able to start on aforementioned date, this Agreement remains unchanged, and he is entitled to start at a later mutually agreed upon date until April 1st, 2025. For the avoidance of doubt, Zimmer's obligations under this Agreement will only start once Mr. Noor has commenced working for Zimmer.

1.2 The position will be based in Zug, Switzerland.

2. Contract duration, probationary period and notice period

2.1 This Agreement shall be valid for an indefinite time period.

The probationary period is 1 month During this time either party may terminate the employment relationship by giving seven days' notice.

2.2 The employment may be terminated by either party with a notice period of 3 months from the end of the month in which the notice is given. Should the terminated agreement be prolonged due to incapacity to work in application of Art. 336c CO, it will end upon the effective lapse of the notice period and not by the end of the month.

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2.3 In this role, Mr. Noor will be eligible to participate in the company's Executive Severance Plan, as amended. As an eligible Leadership Team member, in the event of his involuntary separation without Cause as defined under the plan, his severance benefit offer would include the sum of his final base salary and final target bonus. Payment would be made in lump-sum form, less applicable tax withholdings, subject to his entering into a general release in the form provided by the Company. There would be no duplication of benefits provided under the Change in Control ("CIC') Severance Agreement or otherwise and any severance payable under the Executive Severance Plan will be subject to the condition that Mr. Noor waives any salary and other payments entitlement for any unworked notice under this Agreement. Mr. Noor's continued eligibility for participation in this plan will be in accordance with terms of the plan as defined and administered by the company, and taking into account his then current job Z-Grade, role and responsibilities in the company.

2.4 In this role, Mr. Noor will be eligible to receive a CIC Severance Agreement, subject to execution of the enclosed Confidentiality, Non-Competition and Non- Solicitation Agreement. The agreement would provide Mr. Noor with certain severance benefits following a change in control of Zimmer Biomet Holdings, Inc and related termination of his employment. Once he returned the Confidentiality, Non- Competition and Non – Solicitation Agreement Zimmer will prepare the CIC severance agreement along with a cover memo severance benefit in the event of a chance in control would be in accordance with terms of the agreement.

3. Salary and bonus

3.1 The annual base salary amounts to CHF 690 000.-- gross. It will be paid in twelve monthly installments. Remittance is made at the end of each month, taking into account the deductions applying.

3.2 Beginning in 2026, Mr. Noor will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with his job performance. The first merit adjustment may be pro-rated, depending on the hire date.

3.3 Mr. Noor will be eligible to participate in the Executive Performance Incentive Plan (EPIP) upon your hire date. For 100% achievement of budgeted targets a normal bonus payment of 85% of the base salary will be payable according to payout scale and his individual performance rating in operation at the time. Bonus payment levels will be determined based on performance to key business metrics that will be announced each year. This means that bonuses earned based on the yearly performance will be paid in or around March of the following year. However, a person who joins the company subsequent to October 2 of the actual year does not have a bonus claim for the ongoing year. Employees who leave the company within their probationary period are not entitled to a bonus. The Executive Performance Incentive plan (EPIP) for the year 2025 will be paid only if Mr. Noor will be actively employed and not under notice at the time of bonus payout on or around March 2026.

3.4 Mr. Noor is eligible for a One-Time Make-Whole Cash Payment of CHF 1,380,000, less applicable tax and other withholdings (the "One-Time Make-Whole Cash Payment"). The One-Time Make-Whole Cash Payment is a discretionary and voluntary payment by Zimmer. It is payable in three instalments as per the following schedule:

- 1st instalment of CHF 474 000 (gross) paid together with the first monthly 2025 payroll;
- 2nd instalment of CHF 453 000 (gross) paid together with the September 2025 payroll;

- 3rd Instalment of CHF 453 000 (gross) paid together with the March 2026 payroll.

If, prior to the twenty-four (24) months anniversary of the Start Date, (i) Mr. Noor resigns from his employment with Zimmer or (ii) Zimmer provides Mr Noor with notice of termination for cause or valid reason in the sense of art. 340c CO, any instalment(s) of the One-Time Make-Whole Cash Payment will lapse when Mr Noor gave notice of resignation or received notice of termination (irrespective of when the notice period will end). In addition, Mr. Noor will repay any instalment(s) of the One-Time Make-Whole Cash Payment already paid by Zimmer, within 30 days when Mr Noor gave notice of resignation or received notice of termination (irrespective of when the notice period will end), without any deduction for taxes or other withholdings.

4. Long Term Incentive Plan (LTI) plan award

4.1 As part of your compensation and based on your performance, Mr. Noor may be eligible to receive annual Zimmer Biomet Executive Long Term Incentive (ELTI) stock grants *at the discretion of the Board of Directors*. Those grants are subject to the terms of the specific stock plan applicable to your Z-Level and taxable according to local tax laws.

4.2 For 2025, the estimated LTI grant date fair market value in this role will be approximately $1,800,000. We anticipate the grant date of the 2025 award will be the first day of the month following Mr. Noor joining the Company, subject to the Committee’s approval of the 2025 LTI grant program.

4.3 Subject to Mr. Noor's submission of documentation acceptable to the Zimmer and subject to the requisite approval, as soon as administratively feasible following his commencement of employment, Zimmer will award him a one-time long term incentive grant with a grant date fair value of approximately $1,300,000 under terms of the company’s equity plans, in recognition that he may incur an equity loss due to changing employment. This grant will consist of 100% time-vested restricted stock units (RSUs) (based on the grant date fair value of such awards). The grant date will be the first business day of the month following the later of award approval or his commencement of employment. The RSUs will vest at the rate of 33% per year over three years beginning on the first anniversary of the date of the grant, again assuming his continued employment with Zimmer.

4.4 Mr. Noor will be provided a one-time conditional award of $2,000,000 in Performance Restricted Stock Units, with vesting contingent upon the achievement of specified performance goals on March 31, 2028, and subject to continued employment on such vesting date and achievement of the specified performance goals and other conditions as provided in the award agreement.

4.5 All equity awards are subject to the terms and conditions of the applicable stock plan, as amended from time to time and your continued Company employment on applicable grant and vesting dates.

4.6 In case of termination of the Agreement by the employee within 12 months of the effective hire date, all stock options and RSU's will be cancelled.

5. Cash car allowance

Mr. Noor will be provided with a monthly car allowance. The value of this allowance is in line with the current company car policy.

6. Working time and holiday

6.1 The working hours result from the requirements of the function, and Mr. Noor will not be eligible for paid overtime or excess overtime, neither in cash or time off. To compensate overtime he will be entitled to 5 additional vacation days per calendar year.

6.2 The annual holiday entitlement is according to the Collective Employment Agreement of the Engineering Industry (hereinafter referred to as the “GAV”).

6.3 In case of incapacity due to illness, accident or the like to perform the employment duties required under this agreement, the Employee shall notify the Employer immediately and shall provide a medical certificate evidencing such incapacity as of the 4th day of such incapacity. However, the employer is free at any time to request a medical certificate from the first day of absence.

7. Pension plan

For pension purpose Mr. Noor will be covered under the terms and conditions of the following scheme: “Sulzer Vorsorgeeinrichtung (SVE)” and "Johann Jakob Sulzer Stiftung (JJS)".

8. Confidentiality, Non-Competition, and Non-Solicitation Agreement

Mr. Noor commits to sign as an attachment to this Agreement a Confidentiality, Non-Competition, and Non-Solicitation Agreement which shall apply throughout employment and for certain periods thereafter.

9. Entire Agreement

This Agreement and the supplements and annexes hereto constitute and express the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous oral or written agreements, representations, understandings including the offer letter dated February 8, 2025 and the like between the Parties.

10. Applicable Law and Place of Jurisdiction

The Agreement takes effect when signed by both parties. Employment is subject to Swiss Law and the GAV (to the extent applicable). The courts in the canton of Zug shall have jurisdiction.

11. Contract supplement

11.1 Mr. Noor must treat all information acquired in the course of employment, which is not public knowledge with absolute confidentiality. This obligation continues to apply after the employment relationship has ended.

The collection, supply and forwarding of information to third parties, as well as publications in word, text, image or sound in respect of technical matters and other issues concerning the company, require the express consent of the company.

11.2 The following documents form an integral part of this Agreement, if not otherwise specified in this Agreement:

- Collective Employment Agreement of the Engineering Industry (GAV) (to the extent applicable)
- Employee Handbook (Arbeitsvertragliche Bestimmungen Zimmer, AVB)
- Swiss Working Time Regulation (Arbeitszeitreglement Schweiz)
- Terms and conditions of the “Sulzer Vorsorgeeinrichtung (SVE)” and "Johann Jakob Sulzer Stiftung (JJS)".
- Code of Business Conduct
- Confidentiality, Non-Competition, and Non-Solicitation Agreement
- Agreement of Waiver to Register Working Hours
- EEA and Switzerland Employee Privacy Policy and Notice

Mr. Noor acknowledges that he has read and understood the enclosed EEA and Switzerland Employee Privacy Policy and Notice.

11.3 In the event of any discrepancies between this contract of employment and the general contract terms, the contract of employment shall take precedence over the general contract terms.

Mr. Noor confirms the receipt of the above-mentioned documents and his agreement with the contents.

Zug, February 13, 2025

Zimmer GmbH

/s/ Guillaume Génin
Guillaume Génin
VP- Associate General Counsel EMEA

/s/ Rachel Stauffer
Rachel Stauffer
Vice President HR EMEA

Agreed:

Place and Date Darmstadt 14-Feb-2025

Employee: /s/ Jehanzeb Noor
Jehanzeb Noor

ZIMMER BIOMET

Annex 1:

Summary of Tasks and Responsibilities

Chief Innovation, Strategy and Business Development Officer is responsible for developing and operationalizing the company's long-term business strategy, including analyzing market conditions, identifying emerging trends, and formulating strategies to position the organization for sustained success and competitive advantage Chief Innovation, Strategy and Business Development Officer will oversee strategic planning, play a key role in identifying short and long term organic and inorganic growth opportunities for the organization and lead transformational initiatives that further strengthen the company Chief Innovation, Strategy and Business Development Officer sources and coordinates acquisitions, investments, joint ventures, partnerships and divestitures for the company while also evaluating potential acquisition targets and/or partners, conducting appropriate due diligence and leading both the deal structure and negotiations.

In addition, the role will have oversight for Science and Innovation, providing strategic insights and direction to the overall research and product development organizations inclusive of new product and service development, partnership and ecosystem development, platform technologies and market access.

Chief Innovation, Strategy and Business Development Officer will serve as a strategic thought partner to the CEO, providing data centric insights that inform critical long- and short-term decisions. The position will report to the Chief Executive Officer and sit on the Senior Leadership Team.

Global Key Mandates:

- Revenue growth
- Portfolio prioritization and management
- Global mindset and collaboration across regions
- Strategy development and execution
- Gaining market share
- Increase in overall portfolio value
- Developing and leveraging both internal and external relationships

EMEA Mandates for Zimmer GmbH

- Work with the Zug EMEA Headquarter to develop and implement growth strategies for the Swiss and the European business
- Identify and execute on M&A and business development targets in Europe and Switzerland with the approval from global leadership
- Lead and guide product development work for European markets to meet local market needs
- Lead or col-lead transformational projects to improve the business in Switzerland and in EMEA in cooperation with regional leadership team based in Zug
- Coach and align with leadership team in Zug on participating effectively in the global management cadence and performance dialogues

Change in Control Severance Agreement

This Change in Control Severance Agreement ("**Agreement**") is made by and between Zimmer GmbH ("**Employer**" or "**Company**" as case may be) and Jehanzeb Noor ("**Executive**").

Recitals

(A) The Company considers it essential to the best interests of its ultimate shareholders to foster the continuous employment of key management personnel.

(B) The Company and the Board recognize that, as is the case with many publicly held corporations, the possibility of a Change in Control in the Ultimate Parent Company exists and that such a possibility, and the uncertainty and questions that it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders.

(C) The Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control.

(D) The parties intend that no amount or benefit will be payable under this Agreement unless a termination of the Executive's employment with the Company occurs following a Change in Control, or is deemed to have occurred following a Change in Control, as provided in this Agreement.

Defined terms as used herein and not defined elsewhere in this Agreement, shall have the meaning ascribed to them in **Annex 1** to this Agreement.

1. Term of Agreement

This Agreement will commence on the date stated below and will continue in effect through December 31, 2025. Beginning on January 1, 2026, and each subsequent January 1, the term of this Agreement will automatically be extended for one additional year, unless either party gives the other party written notice not to extend this Agreement at least 30 days before the extension would otherwise become effective or unless a Change in Control occurs. If a Change in Control occurs during the term of this Agreement, this Agreement will continue in effect for a period of 24 months from the end of the month in which the Change in Control occurs. Notwithstanding the foregoing provisions of this Article, this Agreement will terminate on the Executive's retirement date, as defined under Swiss law.

2. Compensation other than Severance Payments

2.1 Compensation Previously Earned

If the Executive's employment is terminated for any reason following a Change in Control and during the term of this Agreement, the Company will pay the Executive's salary accrued through the Date of Termination, at the rate in effect at the time the Notice of Termination is given, together with all other compensation and benefits payable to the Executive through the Date of Termination under the terms of any compensation or benefit plan, program, or arrangement maintained by the Company during that period.

2.2 Normal Post-Termination Compensation and Benefits.

Except as provided in Section 3.1, if the Executive's employment is terminated for any reason following a Change in Control and during the term of this Agreement, the Company will pay the Executive the normal compensation and benefits payable to the Executive under the terms of the Company's compensation or benefit plans, programs, and arrangements, as in effect immediately prior to the Change in Control, including but not limited to the Non-Competition Period Payments (if any), always provided that the Executive fully complies with the respective post-contractual obligations, including but not limited to the obligations arising out of or under the Confidentiality, Non-Competition and Non-Solicitation Agreement. This provision does not restrict the Company's right to amend, modify, or terminate any plan, program, or arrangement prior to a Change in Control.

2.3 No Duplication.

Notwithstanding any other provision of this Agreement to the contrary, the Executive will not be entitled to duplicate benefits or compensation under this Agreement and the terms of any other plan, program, or arrangement maintained by the Company or any affiliate.

3. Severance Payments

3.1 Payment Triggers

(a) **Severance Payment Triggers**

In addition to the payments as set out in Section 2 above, but in lieu of any other severance compensation or benefits to which the Executive may otherwise be entitled under any plan, program, policy, or arrangement of the Company or by law in particular due to abusive termination under Art. 336a Swiss Code of Obligations (and which the Executive hereby expressly waives), the Company will pay the Executive the Severance Payments described in Section 3.2 upon termination of the Executive's employment following a Change in Control and during the term of this Agreement, unless the termination is (1) by the Company for Cause, (2) by reason of the Executive's death, or (3) by the Executive without Good Reason.

For purposes of this Section 3.1, the Executive's employment will be deemed to have been terminated following a Change in Control by the Company without Cause or by the Executive with Good Reason if (1) the Executive's employment is terminated without Cause prior to a Change in Control at the direction of a Person who has entered into an agreement with the Ultimate Parent Company, the consummation of which will constitute a Change in Control; or (2) the Executive terminates his employment with Good Reason prior to a Change in Control (determined by treating a Potential Change in Control as a Change in control in applying the definition of Good Reason), if the circumstance or event that constitutes Good Reason occurs at the direction of such a Person.

The Severance Payments described in this Article 3 are subject to the conditions stated in Section 4 below.

(b) **Severance Payment Adjustments**

If and to the extent the Severance Payments were, at the time of their payment, to be deemed a golden parachute or similar arrangement that the Company is prohibited to pay under the laws where the Company is incorporated and has its registered office or the costs associated with the Severance Payments could no longer be booked as expenditures in the Company's profit and loss statement (a "**Parachute Payment**") then, depending on whichever alternative produces the better net after-tax result for the Executive, the value of the Severance Payments will either:

i. Be reduced in part or in their totality to the extent necessary so that the Severance Payments are not, at the time of their payment, deemed to be Parachute Payments. For this purpose, cash Severance Payments will be reduced first (if necessary, to zero), and all other, non-cash Severance Payments will be reduced next (if necessary, to zero). For purposes of the limitation described in the preceding sentence, the following will not be taken into account: (1) any portion of the Severance Payments the receipt or enjoyment of which the Executive effectively waived in writing prior to the Date of Termination, and (2) any portion of the Severance Payments that, in the opinion of the Company's accounting firm, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the U.S. Internal Revenue Code of 1986, as amended, and its interpretive rules and regulations.

OR

ii. Be paid in full.

For the avoidance of doubt, this Section 3.1(b) shall reduce the Severance Payments otherwise payable to the Executive only if doing so would place the Executive in a better net after-tax economic position as compared with not doing so (taking into the account any excise taxes payable in respect of such Severance Payments).

3.2 Severance Payments.

The following are the Severance Payments referenced in Section 3.1:

(a) **Lump Sum Severance Payment**

In lieu of any further salary payments to the Executive for periods after the Date of Termination, and in lieu of any severance benefits otherwise payable to the Executive, the Company will pay to the Executive, in accordance with Section 3.3, a lump sum severance payment, in cash, equal to (a) two times the sum of (1) the higher of the Executive's annual base salary in effect immediately prior to the event or circumstance upon which the Notice of Termination is based or in effect immediately prior to the Change in Control, plus (2) the amount of the Executive's target annual bonus entitlement under the Cash Incentive Plan (or any other bonus plan of the Company then in effect) as in effect immediately prior to the event or circumstance giving rise to the Notice of Termination, less (b) the amount of any statutory payment to which the Executive is entitled related to any statutory notice period. If the Board determines that it is not workable to determine the amount that the Executive's target bonus would have been for the year in which the Notice of Termination was given, then, for purposes of this paragraph (a), the Executive's target annual bonus entitlement will be the average of annual bonus paid to the Executive with respect to the three years immediately prior to the year in which the Notice of Termination was given.

(b) **Options and Restricted Shares**

All outstanding Options will become immediately vested and exercisable (to the extent not yet vested and exercisable as of the Date of Termination). To the extent not otherwise provided under the written agreement evidencing the grant of any restricted Shares to the Executive, all outstanding Shares that have been granted to the Executive subject to restrictions that, as of the Date of Termination, have not yet lapsed will lapse automatically upon the Date of Termination, and the Executive will own those Shares free and clear of all such restrictions. Notwithstanding the foregoing, Options and restricted Shares remain subject to any forfeiture or clawback claims under the applicable option plan or award agreement.

3.3 Time of Payment

Except as otherwise expressly provided in Section 3.2, payments provided for in that

Section will be made as follows:

No later than the fifth business day following the Date of Termination, the Company will pay to the Executive an estimate, as determined by the Company in good faith, of 90% of the payments under Section 3.2 (a) to which the Executive is clearly entitled.

The Company will pay to the Executive the remainder of the payments due to the Executive under Section 3.2 not later than 90 business days after the Date of Termination.

At the time that payment is made under this Section 3.3, the Company will provide the Executive with a written statement setting forth the manner in which all of the payments to him under this Agreement were calculated and the basis for the calculations.

3.4 Outplacement Services

For a period not to exceed six (6) months following the Date of Termination, the Company will provide the Executive with reasonable outplacement services consistent with past practices of the Company prior to the Change in Control or, if no past practice has been established prior to the Change in Control, consistent with the prevailing practice in the medical device manufacturing industry.

4. The Executive's Covenants

4.1 Confidentiality, Non-Competition and Non-Solicitation Agreement

The Executive herewith acknowledges and affirms his continuing obligations under the existing Confidentiality, Non-Competition and Non-Solicitation Agreement and re-affirms his agreement to honor the obligations as set forth therein and undertakes to restate effective as per termination date of his employment the Confidentiality, Non-Competition and Non-Solicitation Agreement in case - in the Company's sole discretion - the circumstances so warrant.

4.2 General Release

The Executive agrees that, notwithstanding any other provision of this Agreement, the Executive will not be eligible for any Severance Payments under this Agreement unless the Executive timely signs a General Release in substantially the form attached to this Agreement as Annex 2. The Executive will be given 30 days to consider the terms of the General Release. If the Executive does not return the executed General Release to the Company by the end of the 30 day period that failure will be deemed a refusal to sign, and the Executive will not be entitled to receive any Severance Payments under this Agreement.

5. Notices

For the purpose of this Agreement, notices and all other communications provided for in the Agreement will be in writing and will be deemed to have been duly given when delivered or mailed by Swiss registered mail, return receipt requested, addressed to the respective addresses set forth below, or to such other address as either party may furnish to the other in writing in accordance with this Article 5, except that notice of change of address will be effective only upon actual receipt:

To the Company:

Zimmer GmbH
Attention: Vice President EMEA Associate General Counsel
Zählerweg 4
6300 Zug, Switzerland

To the Executive:

The Executive’s principal residence as reflected in the records of the Company.

6. Miscellaneous

This Agreement constitutes and expresses the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous oral or written agreements, representations, understandings and the like between the Parties.

This Agreement may not be modified, amended, altered or supplemented, in whole or in part, except by a written agreement signed by the Parties.

If any provision of this Agreement is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.

7. Governing Law and Jurisdiction

This Agreement shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland.

The ordinary courts and at the registered office of the Company shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement.

This Agreement enters into force effective as of February 13, 2025.

Zimmer GmbH

/s/ Guillaume Génin
Guillaume Génin
VP EMEA Associate General Counsel

/s/ Rachel Stauffer
Rachel Stauffer
Vice President HR EMEA

Executive

/s/ Jehanzeb Noor
Jehanzeb Noor

Annex 1: Definitions

"**Beneficial Owner**" has the meaning stated in Rule 13d-3 under the Exchange Act.

"**Board**" means the Board of Directors of the Ultimate Parent Company.

"**Cash Incentive Plan**" means the Ultimate Parent Company's Executive Performance Incentive Plan.

"**Cause**" for termination by the Company of the Executive's employment, after any Change in Control, means (1) any reason being deemed good reason in the sense of Art. 340c para 2 Swiss Code of Obligations; (2) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive) for a period of at least 10 consecutive days after a written demand for substantial performance is delivered to the Executive by the Company, which demand specifically identifies the manner in which the Company believes that the Executive has not substantially performed the Executive's duties; or (3) the Executive willfully engages in a conduct that is demonstrably and materially injurious to the Company, the Ultimate Parent Company or its subsidiaries, monetarily or otherwise.

A "**Change in Control**" will be deemed to have occurred if any of the following events occur:

(a) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Ultimate Parent Company (not including in the securities beneficially owned by that Person any securities acquired directly from the Ultimate Parent Company or its affiliates) representing 20% or more of the combined voting power of the Ultimate Parent Company's then outstanding securities; or

(b) during any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of the period constitute the Board and any new director (other than a director designated by a Person who has entered into an agreement with the Ultimate Parent Company to effect a transaction described in clause (a), (c) or (d) of this paragraph whose election by the Board or nomination for election by the Ultimate Parent Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously approved), cease for any reason to constitute a majority of the Board; or

(c) the shareholders of the Ultimate Parent Company approve a merger or consolidation of the Ultimate Parent Company with any other corporation, other than (A) a merger or consolidation that would result in the voting securities of the Ultimate Parent Company outstanding immediately prior to the merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Ultimate Parent Company, at least 75% of the combined voting power of the voting securities of the Ultimate Parent Company or the surviving entity outstanding immediately after the merger or consolidation; or (B) a merger or consolidation effected to implement a recapitalization of the Ultimate Parent Company (or similar transaction) in which no Person acquires more than 50% of the combined voting power of the Ultimate Parent Company's then outstanding securities; or

(d) the shareholders of the Ultimate Parent Company approve a plan of complete liquidation of the Ultimate Parent Company or an agreement for the sale or disposition by the Ultimate Parent Company of all or substantially all the Ultimate Parent Company's assets.

Notwithstanding the foregoing, a Change in Control will not include any event, circumstance, or transaction occurring during the six-month period following a Potential Change in Control that results from the action of any entity or group that includes, is affiliated with, or is wholly or partly controlled by the Executive; provided, further, that such an action will not be taken into account for this purpose if it occurs within a six-month period following a Potential Change in Control resulting from the action of any entity or group that does not include the Executive.

"**Date of Termination**" means the date on which the Notice of Termination under the Employment Agreement has lapsed.

"**Employment Agreement**" means the employment agreement between the Executive and the Company dated February 13, 2025 as further modified.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended from time to time, and interpretive rules and regulations.

"**Good Reason**" for termination by the Executive of the Executive's employment means the occurrence (without the Executive's express written consent) of any one of the following acts by the Company, or failures by the Company to act following a Change in Control:

(e) the assignment to the Executive of any duties inconsistent with the Executive's status as an executive officer of the Company or a substantial adverse alteration in the nature or status of the Executive's responsibilities from those in effect immediately prior to a Change in Control;

(f) the Company's failure, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation (which means, for purposes of this paragraph (b), the Executive's annual base salary as in effect on the date of this Agreement, or as it may be increased from time to time, and the awards earned pursuant to the Cash Incentive Plan) or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within 30 days of the date the compensation is due;

(g) the Company's failure to continue in effect any compensation plan in which the Executive participates immediately prior to a Change in Control, which plan is material to the Executive's total compensation, including, but not limited to, the Cash Incentive Plan and the Ultimate Parent Company's 2009 Stock Incentive Plan as amended from time to time or any substitute plans adopted prior to the Change in Control, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to that plan, or the Company's failure to continue the Executive's participation in such a plan (or in a substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, as existed at the time of the Change in Control.

Notwithstanding the foregoing, the occurrence of an event that would otherwise constitute Good Reason will cease to be an event constituting Good Reason if the Executive does not timely provide a Notice of Termination to the Company within 120 days of the date on which the Executive first becomes aware (or reasonably should have become aware) of the occurrence of that event.

"**Non-Competition Period Payments**" has the meaning as defined in the Confidentiality, Non-Competition and Non-Solicitation Agreement dated February 13, 2025 between the Company and the Executive.

"Notice of Termination" has the meaning as defined in section 2.3 of the Employment Agreement (i.e., notice period of 3 months from the end of the month in which the notice is given).

"**Options**" means options to purchase Shares awarded to the Executive during his employment with the Company.

"**Person**" has the meaning stated in section 3(a)(9) of the Exchange Act, as modified and used in sections 13(d) and 14(d) of the Exchange Act; however, a Person will not include (1) the Ultimate Parent Company or any of its subsidiaries, (2) a trustee or other fiduciary holding securities under an employee benefit plan of the Ultimate Parent Company or any of its subsidiaries, (3) an underwriter temporarily holding securities pursuant to an offering of those securities, or (4) a corporation owned, directly or indirectly, by the stockholders of the Ultimate Parent Company in substantially the same proportions as their ownership of stock of the Ultimate Parent Company.

"**Potential Change in Control**" will be deemed to have occurred if any one of the following events occurs:

(h) the Ultimate Parent Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(i) the Ultimate Parent Company or any Person publicly announces an intention to take or to consider taking actions that, if consummated, would constitute a Change in Control;

(j) any Person who is or becomes the Beneficial Owner, directly or indirectly, of securities of the Ultimate Parent Company representing 10% or more of the combined voting power of the Ultimate Parent Company's then outstanding securities, increases that Person's beneficial ownership of those securities by 5% or more over the percentage so owned by that Person on the date of this Agreement; or

(k) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

"**Shares**" means shares of the common stock, $0.01 par value, of the Ultimate Parent Company.

"**Severance Payments**" means the payments described in Section 3.2.

"**Ultimate Parent Company**" means Zimmer Biomet Holdings, Inc., a Delaware corporation, and any successor to its business and/or assets.

Annex 2

GENERAL RELEASE

Name: Jehanzeb Noor Notification Date: 14-Feb-2025

Zimmer GmbH. (the "Company") has offered me certain severance benefits (the "Severance Benefits") pursuant to a Change in Control Severance Agreement ("Agreement") between the Company and me. I will only be able to receive the Severance Benefits in consideration for my signing this General Release.

The Company has advised me of, and I acknowledge the following:

I have 30 days from the date I receive this General Release to consider and sign it. If I do not return this signed General Release in 30 days (INSERT DATE), the Company will consider this my refusal to sign, and I will not receive the Severance Benefits. If I do sign this General Release, it will become immediately effective.

By signing this General Release I am giving up my right to sue the Company, and any affiliates, parent companies and subsidiaries, and their past, present and future officers, directors, employees, and agents (collectively, the "Released Parties") based upon any act or event occurring prior to my signing this General Release, to the fullest extent permitted by law. Without limitation, and again to the fullest extent permitted by law, I specifically release the Company from any and all claims arising out of my employment and termination, including claims based on the Swiss Code of Obligations, the Labor Act and all applicable federal, cantonal and local laws.

For the sake of clarification, I acknowledge that this General Release shall not affect my legal obligation to protect the confidentiality of the Company's information or any of my existing obligations under the Confidentiality, Non-Competition and Non-Solicitation Agreement that I executed during my employment with the Company (the "Non-Competition Agreement"), and I hereby reaffirm my covenants and obligations under the Non-Competition Agreement.

By signing this General Release, none of my benefits will be affected to which I am entitled under the Agreement or any claim arising out of the enforcement of the Agreement.

My signature below acknowledges that I have read the above, understand what I am signing, and am acting of my own free will. The Company has advised me to consult with an attorney and any other advisors of my choice prior to signing this General Release.

SIGNATURE /s/ Jehanzeb Noor DATE 14-Feb-2025

PRINT NAME Jehanzeb Noor

Exhibit 10.3

Zimmer GmbH

Zählerweg 4
CH-6300 Zug
Phone +41 (0)58 854 90 00
www.zimmerbiomet.com

Confidentiality, Non-Competition, and Non-Solicitation Agreement

between

Zimmer GmbH
Zählerweg 4, 6300 Zug

(„**Employer**")

and

Mr. Jehanzeb Noor

(„**Employee**")
(collectively the "**Parties**")

Recitals

(A) For purposes of this Agreement, "**Parent**" means an entity which is a holding company of or holds a controlling interest in Zimmer Biomet Holdings, Inc.("Company" or "ZBH"); "**Affiliate**" means a subsidiary of Company or the Parent of Company or a company over which Company or any holding company of Company has control, including but not limited to Employer; and the definition of each of Company, Parent and Affiliates, includes any of their successors-in-interest, including, but not limited to, ZBH.

(B) Company, Parent and the Affiliates (collectively, and each individually "**Zimmer Biomet Group**") are part of the global holdings of Zimmer Biomet Holdings, Inc., a publicly traded corporation incorporated under the laws of the state of Delaware, U.S.A., the primary purpose of which is to serve as the umbrella entity for ZBH. Zimmer Biomet Group is engaged in the development, manufacture, distribution, and sale of orthopedic medical devices and joint replacement as well as robotic services and/or rehabilitation devices, products, and services and solutions businesses.

(C) The Employee has entered into an employment agreement with the Employer and will in his function as Chief Innovation, Strategy and Business Development Officer have access to strategic and highly confidential information.

Now therefore the Parties conclude the following agreement ("**Agreement**"):

1. Confidentiality

1.1 As used herein, "**Confidential Information**" shall include, but not be limited to, all business, trade, and technical information of Zimmer Biomet Group, and of any third party, whether patentable or not, which is of a confidential, trade secret and/or proprietary character and which is either developed by Employee (alone or with others) or to which Employee has had access during its employment with the Zimmer Biomet Group.

1.2 Confidential Information includes, without limitation, the following:

(a) marketing, sales, and advertising information such as lists of actual or potential customers;

customer preference data; marketing and sales techniques, strategies, efforts, and data; merchandising systems and plans and go to market models and strategies; confidential customer information including identification of purchasing personnel, third party suppliers and service providers, account status, needs and ability to pay; business plans; product development and delivery schedules; market research and forecasts; marketing and advertising plans, techniques, and budgets; overall pricing strategies; the specific advertising programs and strategies utilized, and the success or lack of success of those programs and strategies;

(b) organizational information such as personnel and salary data; merger, acquisition and expansion information; information concerning methods of operation; and divestiture information;

(c) financial information such as product costs; supplier information; overhead costs; profit margins; banking and financing information; and pricing policy practices;

(d) technical information such as product specifications, compounds, formulas, improvements, discoveries, developments, designs, inventions, techniques, new products and surgical training methods;

(e) information disclosed to Employee as part of a training process;

(f) information of third parties provided to Employee subject to non-disclosure restrictions for use in Employee's business for the Zimmer Biomet Group; and

(g) any work product created by Employee in rendering services for the Zimmer Biomet Group.

1.3 Employee shall not at any time during the continuance of his/her employment with the Zimmer Biomet Group or at any time thereafter directly or indirectly use for his/her own purposes or for any purposes other than those of the Zimmer Biomet Group, record, divulge, disclose or communicate to any person, company, business entity or other organization or, through any failure to exercise due care and diligence, cause any unauthorized disclosure of, any trade secrets or Confidential Information except as may be necessary for the proper performance of Employee's duties or as may be specifically authorized in writing by the Employer.

1.4 Employee will notify Employer in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. Employee will use best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. Employee will implement and abide by all procedures adopted by the Zimmer Biomet Group to prevent unauthorized disclosure, transfer, or use of Confidential Information.

1.5 Upon termination of his/her employment with the Zimmer Biomet Group (for whatever reason), and at any other time at Employer's request, Employee shall, without retaining any copies or other record thereof, deliver to Employer or any person Employer may nominate each and every document and all other material of whatever nature in the possession or under the control of Employee containing or relating directly or indirectly to any Confidential Information.

1.6 The Employee undertakes when performing the duties under the employment agreement with Zimmer Biomet not to make use of any confidential information obtained from previous employers, including but not limited to the Carved-out Business that are covered by similar undertakings as set forth herein.

1.7 The confidentiality undertaking set forth in this Section 1 shall cease to apply to any information which shall become available to the public generally otherwise than through the default of Employee.

2. Non-Competition, Non-Solicitation

2.1 Employee shall not, for as long as he/she remains an employee of the Zimmer Biomet Group and during a period of 18 months from the taking effect of the termination of his/her employment with the Zimmer Biomet Group ("**Non-Competition Period**"), alone, or jointly with, or as manager, agent for, or employee of any person or as a shareholder directly or indirectly carry on or be engaged, concerned or interested in any business competitive to the business of Zimmer Biomet Group with an effect in the US and EMEA, or any other country for which Employee possesses and will possess or had access to Confidential Information. The non-compete undertaking set forth in this Section shall apply to any product competing with the Employer's products lines, and in particular but not limited to activities for companies active in the orthopedic medical devices and joint replacement as well as robotic services and solutions businesses, including their respective affiliates and subsidiaries, assignees, and successors.

2.2 Employee shall not during the Non-Competition Period (i) solicit, induce or attempt to induce any person who is an employee of the Zimmer Biomet Group to leave the Zimmer Biomet Group or to engage in any business that competes with the Zimmer Biomet Group; (ii) hire or assist in the hiring of any person who is an employee of the Zimmer Biomet Group to work for any business that competes with the Zimmer Biomet Group, or (iii) solicit, induce or attempt to induce any person or company that is a customer, supplier, service provider, distributor or sales agent of the Zimmer Biomet Group to discontinue or modify its customer relationship with the Zimmer Biomet Group.

3. Non-Competition Period Payments

3.1 To the extent Employee is unable to obtain employment consistent with Employee's training and education solely because of the provisions of this Agreement, the following terms will apply upon expiration of any severance benefits to which Employee is otherwise eligible to receive ("**Non-Competition Period Payments**"):

(a) Employer will make payments to Employee equal to 100% of the Employee's monthly base salary at the time of Employee's termination (exclusive of bonus, extra compensation and any other employee benefits) for each month of such unemployment through the end of the Non-Competition Period;

(b) to the extent Employee is able to obtain employment which does not violate this Agreement, but solely because of this Agreement, the monthly base salary for the replacement employment is less than Employee's monthly base salary at the time of Employee's termination (exclusive of bonus, extra compensation and any other employee benefits), Employer agrees to pay the difference up to 100% of the Employee's monthly base salary for each such month through the end of the Non-Competition Period;

(c) on the 15th day of each month of such unemployment, Employee will give Employer a detailed written account of Employee's efforts to obtain employment and an explanation exclusively attributing Employee's inability to obtain replacement employment to the provisions of this Agreement.

3.2 In the event of Employee's breach of the undertakings hereunder, Employee agrees that he will still be bound by all of the provisions set forth in this Agreement, including, but not limited to, the non-competition, non-solicitation, non-disparagement and non-disclosure covenants, until the end of the Non-Competition Period.

4. Remedies

4.1 For each violation of the covenants set forth in Sections 1 and/or 2, Employee shall pay to Employer or, at Employer's instruction, any other affiliate of the Zimmer Biomet Group, an amount corresponding to Employee's last annual salary at the time of Employee's termination (inclusive bonus payments, extra compensation and any other employee benefits) as liquidated damages plus such additional damages as may be incurred by Employer and/or any other affiliate of the Zimmer Group. The payment of this sum shall not operate as a waiver of the above obligations. Employer and/or any other affiliate of the Zimmer Biomet Group shall, in addition to all other damages, be entitled to obtain a court's order for specific performance, as well as adequate injunctive relief or any other adequate judicial measure, to immediately stop such violation.

4.2 To the extent that Employee breaches any provision of this Agreement during the Non-Competition Period and/or fails to timely submit the written account required by Section 3, Employer reserves, in addition to all other relief to which Employer shall be entitled, the right to cease making any Non-Competition Period Payments.

5. Miscellaneous

5.1 This Agreement constitutes and expresses the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous oral or written agreements, representations, understandings and the like between the Parties.

5.2 This Agreement may not be modified, amended, altered or supplemented, in whole or in part, except by a written agreement signed by the Parties.

5.3 If any provision of this Agreement is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.

6. Waiver

Employer may at any time in its sole discretion waive all or certain of the restrictions under this Agreement respecting a notice period of one month. Employee acknowledges and agrees that in case the non-competition restriction is waived during the notice period under the employment agreement, there will be no entitlements to Non-Competition Period Payments under clause 3 of this Agreement. In case the waiver occurs following termination of employment, any Non-Competition Period Payment will cease once the one-month's period has lapsed.

7. Governing Law and Jurisdiction

7.1 This Agreement shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland.

7.2 The competent ordinary courts at the registered of Employer shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement

Employee's signature below indicates that Employee has read the entire Agreement, Employee understands what Employee is signing and is signing it voluntarily. Employee agrees that Zimmer Biomet Group advised Employee to consult with an attorney prior to signing the Agreement.

This Agreement enters into force on the later date set-out below.

****Signatures on the next page****

Zug, February 13, 2025

Zimmer GmbH

/s/ Guillaume Génin
Guillaume Génin
VP- Associate General Counsel EMEA

/s/ Rachel Stauffer
Rachel Stauffer
Vice President HR EMEA

Agreed:

Place and Date: Darmstadt 14-Feb-2025

Employee: /s/ Jehanzeb Noor
Jehanzeb Noor

Exhibit 21

Subsidiaries of Zimmer Biomet Holdings, Inc.
As of March 31, 2025

Name of Subsidiary[1]	**Jurisdiction of Formation**
Domestic subsidiaries:	
A&E Medical Corp.	New Jersey
Alto Development Corp.	New Jersey
Avitus Orthopaedics, Inc.	Delaware
Biomet Biologics, LLC	Indiana
Biomet CV Holdings, LLC	Delaware
Biomet Fair Lawn LLC	Indiana
Biomet International, Inc.	Delaware
Biomet Manufacturing, LLC	Indiana
Biomet Microfixation, LLC	Florida
dba Zimmer Biomet CMF and Thoracic	
Biomet Orthopedics, LLC	Indiana
Biomet Sports Medicine, LLC	Indiana
dba Biomet Sports Medicine Limited Liability Company *(Forced)*	
Biomet Trauma, LLC	Indiana
Biomet U.S. Reconstruction, LLC	Indiana
Biomet, Inc.	Indiana
dba Zimmer Biomet	
Cayenne Medical, Inc.	Delaware
CD Diagnostics, Inc.	Delaware
CD Laboratories, Inc.	Maryland
Citra Labs, LLC	Indiana
dba Biomet Citra Labs, LLC (*Forced*)	
Dornoch Medical Systems, Inc.	Illinois
Embody, Inc.	Virginia
ETEX Corporation	Massachusetts
dba Zimmer ETEX	
dba Zimmer Biomet ETEX	
ETEX Holdings, Inc.	Delaware
dba Zimmer ETEX	
dba Zimmer Biomet ETEX	
Gazelle Merger Sub I, Inc.	Delaware
Interpore Cross International, LLC	California
dba Zimmer Biomet Irvine	
LVB Acquisition, Inc.	Delaware
OrthoGrid Systems, Inc.	Delaware
Medtech Surgical, Inc.	Delaware
ReLign Corporation	Delaware
Saphena Medical, Inc.	Delaware
ZB Manufacturing, LLC	Delaware
Zimmer Biomet Contract Solutions, LLC	Delaware
dba ZTECH	
dba ZTECH LLC	
Zimmer Biomet Integrations LLC	Delaware
Zimmer Biomet Leasing LLC	Delaware
Zimmer Caribe, LLC	Delaware

Zimmer Co-op Holdings, LLC	Delaware
Zimmer CV, Inc.	Delaware
Zimmer Knee Creations, Inc.	Delaware
Zimmer Orthobiologics, Inc.	New Jersey
Zimmer Production, Inc.	Delaware
Zimmer Surgical, Inc.	Delaware
Zimmer Trabecular Metal Technology, Inc.	New Jersey
Zimmer US, Inc.	Delaware
dba Zimmer Biomet	
dba Zimmer Biomet Bay Area	
dba Zimmer Biomet Mid-Atlantic	
dba Zimmer Biomet North Texas	
dba Zimmer Biomet Southern California	
dba Zimmer US Cooperative	
dba Compression Therapy Concepts	
dba CTC Inc.	
Zimmer, Inc.	Delaware
dba Zimmer Biomet	
dba Zimmer Biomet Corporate Services (*Forced*)	
dba Z Hotel	
dba CD Diagnostics	
dba CD Laboratories	

Foreign subsidiaries:

Biomet Argentina SA	Argentina
Zimmer Australia Holding Pty. Ltd.	Australia
Zimmer Biomet Pty. Ltd.	Australia
Zimmer Biomet Austria GmbH	Austria
Zimmer Biomet Finance Srl	Barbados
Zimmer Biomet BV	Belgium
Biomet Insurance Ltd.	Bermuda
WM World Medical Importacao e Exportacao Ltda.	Brazil
Zimmer Biomet Brasil Ltda.	Brazil
ORTHOsoft ULC	Canada
dba Zimmer CAS	
Zimmer Biomet Canada, Inc.	Canada
ZB Cayman (Asia) Holding Ltd.	Cayman Islands
Biomet Chile SA	Chile
Beijing Montagne Medical Device Co. Ltd.	China
Biomet China Co., Ltd.	China
Changzhou Biomet Medical Devices Co. Ltd.	China
Shanghai Biomet Business Consulting Co. Ltd.	China
Zhejiang Biomet Medical Products Co. Ltd.	China
Zimmer Biomet CBT	China
Zimmer (Shanghai) Medical International Trading Co., Ltd.	China
Zimmer (Shanghai) Medical International Trading Co., Ltd. - Beijing Branch (branch)	China
Zimmer Biomet Colombia SAS	Colombia
3102910623 Sociedad de Responsabilidad Limitada	Costa Rica
Zimmer Biomet Centroamerica SA	Costa Rica
Zimmer Czech sro	Czech Republic
Zimmer Biomet Denmark ApS	Denmark
Zimmer Biomet Finland Oy	Finland
Biomet France Sarl	France
Medtech SAS	France
Neosteo SAS	France

OrthoGrid Systems SAS	France
V.I.M.S. VIDEO INTERVENTIONNELLE MEDICALE SCIENTIFIQUE	France
Zimmer Biomet France SAS	France
Zimmer Biomet France Holdings SAS	France
Biomet Deutschland GmbH	Germany
Zimmer Biomet Healthcare Management GmbH	Germany
Zimmer Biomet Deutschland GmbH	Germany
Zimmer Germany Holdings GmbH	Germany
Zimmer International Logistics GmbH	Germany
Zimmer Biomet Hellas SA	Greece
Biomet Hong Kong Holding Ltd.	Hong Kong
ZB Hong Kong Holding Ltd.	Hong Kong
ZB Hong Kong Ltd.	Hong Kong
Zimmer Asia (HK) Ltd.	Hong Kong
Zimmer India Private Ltd.	India
Zimmer Biomet Ireland Holdings Limited	Ireland
Zimmer Biomet Ireland Limited	Ireland
Zimmer Orthopedics Manufacturing Limited	Ireland
Zimmer Biomet Comp Ltd.	Israel
Zimmer Biomet Medical Israel Ltd.	Israel
Zimmer Biomet Italia Srl	Italy
Zimmer Biomet GK	Japan
Zimmer Biomet Kikaku G.K.	Japan
Zimmer Biomet Korea Ltd.	Korea
Zimmer GmbH, Representative Office Lebanon (branch)	Lebanon
Zimmer Biomet OUS Holdings GmbH	Liechtenstein
Zimmer Luxembourg Sarl	Luxembourg
Zimmer Luxembourg II Sarl	Luxembourg
Zimmer Medical Malaysia SDN BHD	Malaysia
Biomet Mexico S.A. de C.V.	Mexico
Representaciones Zimmer Inc., S. de R.L. de C.V.	Mexico
Biomet C.V.	Netherlands
Biomet Global Supply Chain Center B.V.	Netherlands
Biomet Holdings B.V.	Netherlands
ZB COOP C.V.	Netherlands
Zimmer Biomet Asia Holding B.V.	Netherlands
Zimmer Biomet Nederland B.V.	Netherlands
Zimmer Manufacturing B.V.	Netherlands
OSSIS Corporation	New Zealand
Zimmer Biomet New Zealand Company	New Zealand
Zimmer Biomet NZ Holdings Corporation	New Zealand
Zimmer Biomet Norway AS	Norway
Zimmer Biomet Polska Sp. z.o.o	Poland
Zimmer Biomet Portugal Unipessoal, Lda	Portugal
Zimmer Manufacturing B.V. (branch)	Puerto Rico
Zimmer Biomet Romania S.R.L.	Romania
Zimmer CIS Ltd.	Russia
Zimmer Biomet Asel Alarabiya Limited Company	Saudi Arabia
Zimmer GmbH, Zimmer Biomet Regional Headquarters (branch)	Saudi Arabia
Zimmer Biomet Asia Holdings Pte. Ltd.	Singapore
Zimmer Pte. Ltd.	Singapore
Zimmer Slovakia sro	Slovakia
Zimmer Biomet South Africa (Pty) Ltd.	South Africa
Biomet Spain Orthopaedics S.L.	Spain
Zimmer Biomet Spain S.L.	Spain

Zimmer Biomet Sweden AB	Sweden
Zimmer Biomet Global Holdings Switzerland GmbH	Switzerland
Zimmer Biomet OUS Holdings 1 GmbH	Switzerland
Zimmer GmbH	Switzerland
Zimmer GmbH, Euro IP Branch (branch)	Switzerland
Zimmer GmbH, Distribution (branch)	Switzerland
Zimmer GmbH, Zug Branch (branch)	Switzerland
Zimmer Surgical SA	Switzerland
Zimmer Switzerland Holdings LLC	Switzerland
Zimmer Switzerland Manufacturing GmbH	Switzerland
Zimmer Biomet Taiwan Co., Ltd.	Taiwan
Zimmer Biomet (Thailand) Co., Ltd.	Thailand
Zimmer Biomet Tibbi Cihazlar Sanayi ve Ticaret Anonim Sirketi	Turkey
Zimmer Gulf FZ LLC	United Arab Emirates
Biomet UK Ltd.	United Kingdom
Biomet UK Healthcare Ltd.	United Kingdom
ZB EMEA Finance UK 1 Ltd.	United Kingdom
ZB EMEA Finance UK 2 Ltd.	United Kingdom
ZB EMEA Finance UK 3 Ltd.	United Kingdom
ZB UK Group Holdings Limited	United Kingdom
ZB UK Plant Holdings Limited	United Kingdom
Zimmer Biomet UK Ltd.	United Kingdom
Zimmer Trustee Ltd.	United Kingdom
Zimmer Pte. Ltd., The Representative Office of Zimmer Pte. Ltd. in Hanoi City (branch)	Vietnam

[1] Excludes certain entities that have de minimis activity or are in the process of being liquidated or dissolved and that, if considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a)/15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ivan Tornos, certify that:

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

Date: May 5, 2025

/s/ Ivan Tornos
Ivan Tornos
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a)/15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Suketu Upadhyay, certify that:

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

Date: May 5, 2025

/s/ Suketu Upadhyay

Suketu Upadhyay
Chief Financial Officer and Executive Vice President - Finance, Operations and Supply Chain

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 Quarterly Report on Form 10-Q of Zimmer Biomet Holdings, Inc. (the "Company") for the period ended March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned 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 condition and results of operations of the Company.

/s/ Ivan Tornos
Ivan Tornos
President and Chief Executive Officer
May 5, 2025

/s/ Suketu Upadhyay
Suketu Upadhyay
Chief Financial Officer and Executive Vice President - Finance, Operations and Supply Chain
May 5, 2025