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 June 30, 2026

Commission File Number 001-16407

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

Delaware **(State or other jurisdiction of incorporation or organization)**	**13-4151777** **(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 July 30, 2026, 190,737,689 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 June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net Sales	$ 2,177.0	$ 2,077.3	$ 4,263.7	$ 3,986.4
Cost of products sold, excluding intangible asset amortization	635.5	592.2	1,211.6	1,142.0
Intangible asset amortization	163.4	160.6	325.5	311.6
Research and development	104.8	113.3	208.2	223.9
Selling, general and administrative	899.3	814.8	1,749.3	1,573.5
Restructuring and other cost reduction initiatives	29.8	17.5	36.1	53.5
Acquisition, integration, divestiture and related	18.1	78.9	33.7	89.5
Operating expenses	1,850.9	1,777.3	3,564.4	3,394.0
Operating Profit	326.1	300.0	699.2	592.3
Other income (expense), net	1.9	3.9	(1.1)	6.9
Interest expense, net	(72.9)	(79.3)	(141.7)	(145.5)
Earnings before income taxes	255.1	224.6	556.4	453.6
Provision for income taxes	55.5	71.2	118.5	117.6
Net Earnings	199.6	153.4	437.9	336.0
Less: Net earnings attributable to noncontrolling interest	1.3	0.6	1.5	1.1
Net Earnings of Zimmer Biomet Holdings, Inc.	$ 198.3	$ 152.8	$ 436.5	$ 334.9
Earnings Per Common Share				
Basic	$ 1.03	$ 0.77	$ 2.25	$ 1.69
Diluted	$ 1.03	$ 0.77	$ 2.25	$ 1.68
Weighted Average Common Shares Outstanding				
Basic	192.2	197.9	193.6	198.4
Diluted	192.8	198.3	194.3	199.0

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 June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net Earnings of Zimmer Biomet Holdings, Inc.	$ 198.3	$ 152.8	$ 436.5	$ 334.9
Other Comprehensive Income (Loss):				
Foreign currency cumulative translation adjustments, net of tax	22.1	40.6	22.4	65.4
Unrealized cash flow hedge gains (losses), net of tax	10.7	(23.3)	30.6	(55.4)
Reclassification adjustments on hedges, net of tax	(6.9)	(12.7)	(12.9)	(30.0)
Adjustments to prior service cost and unrecognized actuarial assumptions, net of tax	0.6	(1.9)	1.7	(1.7)
Total Other Comprehensive Income (Loss)	26.5	2.7	41.8	(21.7)
Comprehensive Income Attributable to Zimmer Biomet Holdings, Inc.	$ 224.8	$ 155.5	$ 478.3	$ 313.2

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)

	June 30, 2026	December 31, 2025
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 410.0	$ 591.9
Accounts receivable, less allowance for credit losses	1,769.5	1,704.4
Inventories	2,270.3	2,286.4
Prepaid expenses and other current assets	646.9	537.3
Total Current Assets	5,096.7	5,119.9
Property, plant and equipment, net	2,236.8	2,207.1
Goodwill	9,919.5	9,947.1
Intangible assets, net	4,461.6	4,717.3
Other assets	1,083.3	1,100.3
Total Assets	$ 22,797.8	$ 23,091.7
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 352.4	$ 303.0
Salaries, wages and benefits	334.3	477.1
Other current liabilities	1,125.3	1,216.5
Current portion of long-term debt	1,201.5	587.1
Total Current Liabilities	3,013.5	2,583.7
Deferred income taxes, net	235.6	244.1
Other long-term liabilities	638.7	626.1
Long-term debt	6,277.5	6,932.0
Total Liabilities	10,165.3	10,386.0
Commitments and Contingencies (Note 16)		
Stockholders' Equity:		
Zimmer Biomet Holdings, Inc. Stockholders' Equity:		
Common stock, $0.01 par value, one billion shares authorized, 319.4 million shares as of June 30, 2026 (318.7 million as of December 31, 2025) issued	3.2	3.2
Paid-in capital	10,223.2	10,178.6
Retained earnings	11,955.1	11,611.0
Accumulated other comprehensive loss	(163.9)	(205.7)
Treasury stock, 128.8 million shares as of June 30, 2026 (123.2 million as of December 31, 2025)	(9,393.7)	(8,889.4)
Total Zimmer Biomet Holdings, Inc. stockholders' equity	12,623.9	12,697.7
Noncontrolling interest	8.7	8.1
Total Stockholders' Equity	12,632.5	12,705.8
Total Liabilities and Stockholders' Equity	$ 22,797.8	$ 23,091.7

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 April 1, 2026	319.3	$ 3.2	$ 10,199.3	$ 11,802.5	$ (190.4)	(125.9)	$ (9,141.3)	$ 8.2	$ 12,681.6
Net earnings	-	-	-	198.3	-	-	-	1.3	199.6
Other comprehensive income	-	-	-	-	26.5	-	-	-	26.5
Cash dividends declared ($0.24 per share)	-	-	-	(45.8)	-	-	-	-	(45.8)
Cash dividends to noncontrolling interest	-	-	-	-	-	-		(0.8)	(0.8)
Stock compensation plans	0.1	-	23.8	-	-	-	-	-	23.8
Share repurchases	-	-	-	-	-	(2.9)	(252.4)	-	(252.4)
Balance June 30, 2026	319.4	$ 3.2	$ 10,223.2	$ 11,955.1	$ (163.9)	(128.8)	$ (9,393.7)	$ 8.7	$ 12,632.5
Balance April 1, 2025	318.4	$ 3.2	$ 10,086.6	$ 11,229.7	$ (287.3)	(120.5)	$ (8,637.1)	$ 8.7	$ 12,403.8
Net earnings	-	-	-	152.8	-	-	-	0.6	153.4
Other comprehensive income	-	-	-	-	2.7	-	-	-	2.7
Cash dividends declared ($0.24 per share)	-	-	-	(47.5)	-	-	-	-	(47.5)
Stock compensation plans	-	-	21.5	0.2	-	-	0.1	-	21.8
Balance June 30, 2025	318.4	$ 3.2	$ 10,108.1	$ 11,335.2	$ (284.5)	(120.5)	$ (8,637.0)	$ 9.3	$ 12,534.3
Balance January 1, 2026	318.7	$ 3.2	$ 10,178.6	$ 11,611.0	$ (205.7)	(123.2)	$ (8,889.4)	$ 8.1	$ 12,705.8
Net earnings	-	-	-	436.5	-	-	-	1.5	437.9
Other comprehensive income	-	-	-	-	41.8	-	-	-	41.8
Cash dividends declared ($0.48 per share)	-	-	-	(92.2)	-	-	-	-	(92.2)
Cash dividends to noncontrolling interest	-	-	-	-	-	-	-	(0.8)	(0.8)
Stock compensation plans	0.7	-	44.5	(0.2)	-	-	0.4	-	44.7
Share repurchases	-	-	-	-	-	(5.6)	(504.7)	-	(504.7)
Balance June 30, 2026	319.4	$ 3.2	$ 10,223.2	$ 11,955.1	$ (163.9)	$ (128.8)	$ (9,393.7)	$ 8.7	12,632.5
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	-	-	-	334.9	-	-	-	1.1	336.0
Other comprehensive loss	-	-	-	-	(21.7)	-	-	-	(21.7)
Cash dividends declared ($0.48 per share)	-	-	-	(95.0)	-	-	-	-	(95.0)
Stock compensation plans	0.6	-	42.2	-	-	-	0.6	-	42.8
Embody, Inc. acquisition consideration	0.3	-	27.8	-	-	-	-	-	27.8
Share repurchases	-	-	-	-	-	(2.1)	(231.9)	-	(231.9)
Balance June 30, 2025	318.4	$ 3.2	$ 10,108.1	$ 11,335.2	$ (284.5)	(120.5)	$ (8,637.0)	$ 9.3	$ 12,534.3

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 Six Months Ended June 30, 2026	For the Six Months Ended June 30, 2025
Cash flows provided by (used in) operating activities:		
Net earnings	$ 437.9	$ 336.0
Adjustments to reconcile net earnings to cash provided by operating activities:		
Depreciation and amortization	540.8	526.2
Share-based compensation	48.8	40.8
Changes in operating assets and liabilities, net of acquired assets and liabilities		
Income taxes	(80.1)	(132.0)
Receivables	(24.0)	(18.6)
Inventories	(51.4)	(40.2)
Accounts payable and accrued liabilities	(91.0)	40.4
Other assets and liabilities	26.1	8.3
Net cash provided by operating activities	807.2	761.0
Cash flows provided by (used in) investing activities:		
Additions to instruments	(162.6)	(140.2)
Additions to other property, plant and equipment	(90.5)	(94.7)
Net investment hedge settlements	10.8	3.5
Business combination investments, net of acquired cash	-	(1,226.3)
Acquisition of intangible assets	(101.2)	(32.4)
Other investing activities	(6.3)	(0.3)
Net cash used in investing activities	(349.8)	(1,490.4)
Cash flows provided by (used in) financing activities:		
Net proceeds from revolving facilities	30.0	220.0
Proceeds from senior notes	-	1,748.1
Redemption of senior notes	-	(863.0)
Dividends paid to stockholders	(93.4)	(95.3)
Proceeds from employee stock compensation plans	12.4	17.1
Business combination contingent consideration payments	(69.2)	(17.4)
Debt issuance costs	(1.3)	(17.3)
Repurchase of common stock	(500.8)	(237.0)
Other financing activities	(17.9)	(16.1)
Net cash (used in) provided by financing activities	(640.3)	739.2
Effect of exchange rates on cash and cash equivalents	1.1	21.6
Change in cash and cash equivalents	(181.9)	31.4
Cash and cash equivalents, beginning of year	591.9	525.5
Cash and cash equivalents, end of period	$ 410.0	$ 556.9

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

ZIMMER BIOMET HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

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, 2025, filed on February 20, 2026.

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, 2025 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.

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 November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("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 disclosures.

In September 2025, the FASB issued ASU 2025-06, Targeted Improvements to the Accounting for Internal-Use Software, which is an amendment to ASC Topic 350 - Intangibles - Goodwill and Other. The ASU amends the criteria and threshold for capitalizing software costs. The ASU removes the sequential software project stages from the previous guidance and will now require companies to capitalize internal-use software when: (1) management has authorized and committed to funding the software project, and (2) it is probable that the project will be completed and the software will be used to perform the function intended. The ASU is effective for fiscal years beginning after December 15, 2027, and interim periods within that reporting year. The guidance can be applied prospectively with an option to apply the guidance retrospectively or through a modified transition approach. Early adoption of this ASU is permitted. We are currently evaluating the impact this ASU will have on our consolidated financial statements.

In December 2025, the FASB issued ASU 2025-10, Accounting for Government Grants Received by Business Entities. The ASU establishes guidance on how to recognize, measure and present government grants, adopting certain principles from the grant accounting model in the International Accounting Standards 20, Accounting for Government Grants and Disclosure of Government Assistance. The ASU is effective for annual reporting periods beginning after December 15, 2028 and interim periods within those fiscal years. Entities may adopt the new guidance using a modified prospective, modified retrospective, or full retrospective approach. We are currently evaluating the impact ASU No. 2025-10 will have on our consolidated financial statements and related disclosures.

3. Revenue

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
United States	$ 1,239.9	$ 1,173.8	$ 2,449.3	$ 2,287.4
International	937.0	903.5	1,814.4	1,699.0
Total	$ 2,177.0	$ 2,077.3	$ 4,263.7	$ 3,986.4

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Knees	$ 828.9	$ 826.0	$ 1,657.5	$ 1,618.9
Hips	562.7	536.1	1,086.8	1,031.9
S.E.T.	586.0	550.6	1,148.2	1,021.1
Technology & Data, Bone Cement and Surgical	199.4	164.6	371.2	314.5
Total	$ 2,177.0	$ 2,077.3	$ 4,263.7	$ 3,986.4

S.E.T. includes sales from our Sports Medicine, Upper Extremities, Foot and Ankle, 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 and then as further expanded in December 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 $155 million by the end of 2027. The pre-tax restructuring charges consist of employee termination benefits, contract terminations for sales agents and other charges, such as consulting fees. 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
Expenses incurred in the three months ended June 30, 2026	$ 1.9	$ -	$ 1.5	$ 3.4
Balance, December 31, 2025	$ 91.5	$ 5.0	$ 3.1	$ 99.6
Expenses incurred in the six months ended June 30, 2026	4.2	0.3	5.2	9.7
Cash payments	(50.7)	(2.4)	(5.6)	(58.7)
Foreign currency exchange rate changes	(1.0)	- -	(0.1)	(1.1)
Balance, June 30, 2026	$ 44.0	$ 2.9	$ 2.6	$ 49.5
Expense incurred since the start of the 2025 Restructuring Plan	$ 125.5	$ 7.6	$ 13.4	$ 146.5
Expense estimated to be recognized for the 2025 Restructuring Plan	$ 130.0	$ 10.0	$ 15.0	$ 155.0

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 and optimization initiative expenses are not considered restructuring, they have been excluded from the amounts presented in this note.

5. Inventories

		June 30, 2026		December 31, 2025
		(in millions)		
Finished goods	$	1,808.0	$	1,832.2
Work in progress		175.6		181.0
Raw materials		286.7		273.2
Inventories	$	2,270.3	$	2,286.4

6. Property, Plant and Equipment

		June 30, 2026		December 31, 2025
		(in millions)		
Land	$	22.5	$	22.5
Buildings and equipment		2,450.3		2,419.8
Capitalized software costs		619.6		623.8
Instruments		4,028.8		3,905.0
Construction in progress		298.0		286.3
		7,419.2		7,257.4
Accumulated depreciation		(5,182.4)		(5,050.3)
Property, plant and equipment, net	$	2,236.8	$	2,207.1

We had $36.0 million and $11.7 million of property, plant and equipment included in accounts payable as of June 30, 2026 and December 31, 2025, respectively.

7. Acquisitions

Paragon 28, Inc.

On April 21, 2025, we completed the acquisition of all outstanding shares of Paragon 28, Inc. ("Paragon 28"). At the effective time of the acquisition, each outstanding 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. We accounted for the Paragon 28 acquisition as a business combination under the acquisition method of accounting.

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 segment, which has been growing faster than some of the other segments in which we compete. We paid $1,241.5 million in initial consideration utilizing cash on hand and borrowing $400.0 million on our five-year credit agreement and $150.0 million on our Uncommitted Credit Facility (as defined below). The CVRs issued to former Paragon 28 shareholders may result in up to approximately $90.0 million in additional consideration if certain revenue milestones are achieved. We determined the fair value of the additional consideration to be $35.0 million as of the acquisition date. The estimated fair value of this contingent consideration liability was calculated using a Black Scholes framework, utilizing strike prices at the maximum and minimum amount of the revenue that needs to be achieved to earn a payout, and discounting to present value the estimated payment.

As part of the Paragon 28 business combination, the fair value of acquired technology was estimated using the multi-period excess earnings method, which isolates the net earnings attributable to the asset being measured. Significant assumptions used in the valuation of technology included revenue growth rates, obsolescence rate, gross margin, operating expenses, and contributory asset charge rate.

The goodwill related to the Paragon 28 acquisition represents the excess of the consideration transferred over the fair value of the net assets acquired. The goodwill related to the acquisition is generated from the operational synergies, cross-selling opportunities and future development we expect to achieve from the technologies acquired. The goodwill related to this acquisition is not expected to be deductible for tax purposes.

The purchase price allocation for the Paragon 28 acquisition is considered final as of June 30, 2026. The following table summarizes the final estimates of fair value of the assets acquired and liabilities assumed related to the Paragon 28 acquisition (in millions):

Cash consideration	$	1,241.5
Contingent consideration		35.0
Fair value of consideration transferred	$	1,276.5
Cash	$	15.2
Accounts receivable, net		42.0
Inventories		152.6
Prepaid expenses and other current assets		5.6
Intangible assets subject to amortization:		
Technology		324.0
Trademarks and trade names		44.0
Customer relationships		91.5
Intangible assets not subject to amortization:		
In-process research and development (IPR&D)		103.0
Property, plant and equipment		68.0
Other assets		2.4
Current liabilities		(93.2)
Deferred income taxes		(89.8)
Other long-term liabilities		(1.9)
Total identifiable net assets	$	663.4
Goodwill	$	613.1

The weighted average amortization periods selected for technology, trademarks and trade names and customer relationships were 10 years, 15 years and 5 years, respectively. The IPR&D intangible assets relate to several projects that are expected to be commercialized from the acquisition date through 2027.

Monogram Technologies Inc.

On October 7, 2025, we completed the acquisition of all outstanding shares of Monogram Technologies Inc. ("Monogram"), an orthopedic robotics company. Monogram's semi- and fully-autonomous robotic technologies are expected to add to our suite of orthopedic robotics, enabling solutions and analytics to address the needs of surgeons pre-, intra- and post-operatively. At the effective time of the acquisition, each outstanding common share of Monogram was automatically cancelled and retired and converted into the right to receive (i) $4.04 in cash and (ii) a non-tradeable CVR entitling the holder to receive up to $12.37 per share in cash if certain product development, regulatory and revenue milestones are achieved through 2030. Monogram also had outstanding shares of Series D preferred stock and Series E preferred stock, which were automatically cancelled and retired at the effective time of the acquisition. In the case of each share of Monogram's Series D preferred stock, shareholders received $2.25 in cash, without interest, plus an amount equal to any accrued but unpaid dividends, and in the case of each share of Monogram's Series E preferred stock, shareholders received $100.00 in cash, without interest. Upon completion of the acquisition, Monogram became a wholly-owned subsidiary of Zimmer Biomet.

We paid $175.9 million in initial consideration. The CVRs issued to Monogram common stockholders may result in up to approximately $570 million in additional consideration if certain product development, regulatory and revenue milestones are achieved through 2030. We estimated the contingent consideration liability to be $211.3 million, of which $201.6 million was allocated to additional consideration to acquire Monogram and $9.7 million was allocated to the discretionary accelerated vesting of Monogram unvested stock options and expensed as an acquisition-related cost. Total acquisition-related costs were $19.6 million. The estimated fair value of the contingent consideration liability related to the development and regulatory milestones was calculated based on the probability of achieving the specified milestones and considered the time value of money. The first development milestone was achieved in January 2026. The estimated fair value of the contingent consideration liability related to the revenue milestones is estimated using a Monte Carlo simulation method which models a range of potential revenue trajectories over the applicable milestone periods and estimates the expected milestone payments based on the probability of achieving the specified thresholds. Significant assumptions used in the valuation related to the Monte Carlo simulation included revenue growth rates and the appropriate discount rate to reflect the time value of money and risk associated with the obligation.

As part of the Monogram business combination, the fair value of the IPR&D was estimated using the multi-period excess earnings method, which isolates the net earnings attributable to the asset being measured. Significant assumptions used in the valuation of IPR&D included revenue growth rates, obsolescence rate, discount rate, and contributory asset charge rate.

The goodwill related to the Monogram acquisition represents the excess of the consideration transferred over the fair value of the net assets acquired. The goodwill related to the acquisition is generated from the 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 Monogram acquisition is included in the Americas operating segment and the Americas excluding CMFT and Foot and Ankle reporting unit.

The purchase price allocation for the Monogram acquisition is considered final as of June 30, 2026. The following table summarizes the final estimates of fair value of the assets acquired and liabilities assumed related to the Monogram acquisition (in millions):

Cash consideration	$	175.9
Contingent consideration		201.6
Fair value of consideration transferred	$	377.5
Current assets	$	9.4
Intangible assets not subject to amortization:		
In-process research and development (IPR&D)		131.5
Other assets		1.5
Current liabilities		(14.3)
Deferred income taxes		(14.1)
Other long-term liabilities		(0.1)
Total identifiable net assets	$	113.9
Goodwill	$	263.6

The Monogram robotic technologies are currently not commercialized and therefore have been recognized as an IPR&D intangible asset. The fully-autonomous robot is currently undergoing a clinical study. We expect commercialization to begin in 2027. Upon commercialization, the IPR&D will be reclassified to a definite-lived intangible asset and begin amortizing over the applicable estimated useful life.

In the three-month and six-month periods ended June 30, 2026, the aggregate adjustments to the preliminary values of the Paragon 28 and Monogram acquisitions were not material compared to the preliminary values of either of the acquisitions.

We have not included pro forma information and certain other information under GAAP for either 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 six-month period ended June 30, 2026, we recognized intangible assets of $81.7 million related to agreements we entered into in order to acquire the ownership rights or gain access to various developed technologies that have been approved by the U.S. Food and Drug Administration. 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. We have recognized current liabilities of $25.0 million for the remaining portion of the payments, which represents a noncash investing activity for the six-month period ended June 30, 2026. We also made $44.5 million of payments in the six-month period ended June 30, 2026 related to contractual obligations from similar agreements which were accrued for as of December 31, 2025.

There were no material agreements of a similar nature entered into during the six-month period ended June 30, 2025. However, we did make $32.4 million of payments in the six-month period ended June 30, 2025, related to contractual obligations from similar agreements which were accrued for as of December 31, 2024.

8. Goodwill

The following table summarizes the changes in the carrying amount of goodwill by reportable segment, including the effects of changes to our reportable segments (in millions):

	Americas	EMEA	Asia Pacific	Total
Balance at December 31, 2025				
Goodwill	$ 9,256.4	$ 1,405.4	$ 619.8	$ 11,281.6
Accumulated impairment losses	(7.7)	(1,326.8)	-	(1,334.5)
	$ 9,248.7	$ 78.6	$ 619.8	$ 9,947.1
Goodwill reportable segment change	19.9	(2.0)	(17.9)	-
Purchase accounting adjustments related to Paragon 28 acquisition	(7.0)	-	-	(7.0)
Purchase accounting adjustments related to Monogram acquisition	0.6	-	-	0.6
Currency translation	(23.4)	(1.1)	3.3	(21.2)
Balance at June 30, 2026				
Goodwill	$ 9,246.5	$ 1,402.3	$ 605.2	$ 11,254.0
Accumulated impairment losses	(7.7)	(1,326.8)	-	(1,334.5)
	$ 9,238.8	$ 75.5	$ 605.2	$ 9,919.5

As discussed further in Note 15, the composition of our operating segments and reportable segments have changed. Goodwill has been reallocated from our previous reportable segments to reflect the new structure. We now have five reporting units with goodwill assigned to them as follows: 1) Americas excluding CMFT and Foot and Ankle, 2) Americas CMFT, 3) Europe, Middle East and Africa ("EMEA") excluding Foot and Ankle, 4) Asia Pacific excluding Foot and Ankle, and 5) Global Foot and Ankle.

As of January 31, 2026, we estimated the fair value of all of our reporting units, except for Americas CMFT, in order to reallocate goodwill amongst our reportable segments and to test for impairment due to the change. The Americas CMFT reporting unit was not tested for impairment as it was not impacted by the reportable segment change. Goodwill was reallocated amongst the new reporting units using the relative fair method. The relative fair method reallocates the goodwill that existed prior to the change by comparing the fair value of the reporting unit prior to the change versus the fair value of the components that have changed.

We estimated the fair value of these reporting units based on income and market approaches. Fair value under the income approach was determined by discounting to present value the estimated future cash flows of the reporting unit. Fair value under the market approach utilized the guideline public company methodology, which uses valuation indicators from publicly-traded companies that are similar to our reporting units and considers differences between our reporting unit and the comparable companies. We also estimated the future cash flows of the reporting units utilizing risk-adjusted discount rates, which we also consider a significant assumption.

In estimating the future cash flows of the reporting units, we utilized a combination of market and company-specific inputs that a market participant would use in assessing the fair value of the reporting units. The primary market input was revenue growth rates. These rates were based upon historical trends and estimated future growth drivers such as an aging global population, obesity and more active lifestyles. Significant company specific inputs included assumptions regarding how the reporting units could leverage operating expenses as revenue grows and the impact any of our differentiated products or new products will have on revenues.

Under the guideline public company methodology, we took into consideration specific risk differences between our reporting unit and the comparable companies, such as recent financial performance, size risks and product portfolios, among other considerations.

No impairment charges were required as a result of this testing. However, our Global Foot and Ankle reporting unit's estimated fair value only exceeded its carrying value by approximately 5 percent. The cash flows and assets for our Global Foot and Ankle reporting unit are practically all from our acquisition of Paragon 28 in April 2025. Since the assets of the Global Foot and Ankle reporting unit were recorded at fair value on the acquisition date, this narrow margin is expected. Each of the other three reporting units we tested for impairment had an estimated fair value that exceeded its carrying value by more than 20 percent.

We will continue to monitor the fair value of all our reporting units in our interim and annual reporting periods. If our estimated cash flows for these reporting units decrease, we may have to record impairment charges in the future. Factors that could result in our cash flows being lower than our current estimates include: 1) decreased revenues caused by unforeseen changes in the healthcare market, or our inability to generate new product revenue from our research and development activities, and 2) our inability to achieve the estimated operating margins in our forecasts due to unforeseen factors. Additionally, changes in the broader economic environment could cause changes to our estimated discount rates and comparable company valuation indicators, which may impact our estimated fair values.

9. Debt

Our debt consisted of the following (in millions):

	June 30, 2026	December 31, 2025
Current portion of long-term debt		
Uncommitted Credit Facility	$ 30.0	$ -
2.425% Euro Notes due 2026	571.5	587.1
4.700% Senior Notes due 2027	600.0	-
Total current portion of long-term debt	$ 1,201.5	$ 587.1
Long-term debt		
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	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	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
1.164% Euro Notes due 2027	571.5	587.1
3.518% Euro Notes due 2032	800.1	822.0
0.930% Swiss Notes due 2030	260.3	265.1
1.560% Swiss Notes due 2035	483.4	492.2
Debt discount and issuance costs	(42.0)	(46.1)
Adjustment related to interest rate swaps	(119.8)	(112.4)
Total long-term debt	$ 6,277.5	$ 6,932.0

In the six-month period ended June 30, 2025, we redeemed the $863.0 million outstanding principal amount of our 3.550% Senior Notes due 2025.

On September 4, 2025, we issued two new series of senior unsecured debt securities denominated in Swiss francs, comprising CHF 210.0 million aggregate principal amount of our 0.930% Bonds (the "Swiss Notes due 2030") and CHF 390.0 million aggregate principal amount of our 1.560% Bonds (the "Swiss Notes due 2035" and together with the Swiss Notes due 2030, the "Swiss Notes"). Interest for these Swiss Notes is payable annually in arrears on September 4 of each year, commencing on September 4, 2026. We received proceeds of $744.0 million from the Swiss Notes.

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 26, 2026, we entered into a new five-year revolving credit agreement (the "2026 Five-Year Credit Agreement") and a new 364-day revolving credit agreement (the "2026 364-Day Revolving Credit Agreement"), as described below. Borrowings under these credit agreements will be used for general corporate purposes.

The 2026 Five-Year Credit Agreement contains a five-year unsecured revolving facility of $1.5 billion (the "2026 Five-Year Revolving Facility"). The 2026 Five-Year Credit Agreement replaced the previous revolving credit agreement entered into on June 27, 2025 (the "2025 Five-Year Credit Agreement"), which contained a five-year unsecured revolving facility of $1.5 billion (the "2025 Five-Year Revolving Facility"). There was no principal balance outstanding under the 2025 Five-Year Credit Agreement when it was terminated.

The 2026 Five-Year Credit Agreement will mature on June 26, 2031, with two one-year extensions exercisable at our discretion and subject to required lender consent. The 2026 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 $750.0 million.

Borrowings under the 2026 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 2026 Five-Year Revolving Facility at a rate determined by reference to our senior unsecured long-term debt credit rating.

The 2026 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 2026 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 2026 Five-Year Credit Agreement as of June 30, 2026. As of June 30, 2026, there were no outstanding borrowings under the 2026 Five-Year Credit Agreement.

The 2026 364-Day Revolving Credit Agreement is an unsecured revolving credit facility in the principal amount of $1.25 billion (the "2026 364-Day Revolving Facility"). The 2026 364-Day Revolving Credit Agreement replaced a credit agreement entered into on June 27, 2025, which was a 364-day unsecured revolving credit facility of $1.0 billion (the "2025 364-Day Revolving Facility"). There was no principal balance outstanding under the 2025 364-Day Revolving Facility when it was terminated.

The 2026 364-Day Revolving Facility will mature on June 25, 2027. Borrowings under the 2026 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 2026 364-Day Revolving Facility at a rate determined by reference to our senior unsecured long-term debt credit rating.

The 2026 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 2026 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 2026 364-Day Revolving Credit Agreement as of June 30, 2026. As of June 30, 2026, there were no outstanding borrowings under the 2026 364-Day Revolving Credit Agreement.

On August 28, 2023, we entered into an uncommitted revolving 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 June 30, 2026. As of June 30, 2026, there was $30.0 million of 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 and Swiss Notes, as of June 30, 2026, based on quoted prices for the specific securities from transactions in over-the-counter markets (Level 2), was $7,470.7 million. The carrying value of the outstanding $30.0 million principal balance of the Uncommitted Credit Facility approximates its fair value as it bears interest at short-term market rates.

10. 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, net of tax (in millions):

	Foreign Currency Translation	Cash Flow Hedges	Defined Benefit Plan Items	Total AOCI
Balance at December 31, 2025	$ (169.2)	$ 36.6	$ (73.1)	$ (205.7)
AOCI before reclassifications	22.4	30.6	-	53.0
Reclassifications to statements of earnings	-	(12.9)	1.7	(11.2)
Balance at June 30, 2026	$ (146.8)	$ 54.3	$ (71.4)	$ (163.9)

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

	Amount of Gain (Loss) Reclassified from AOCI				
	Three Months Ended June 30,		Six Months Ended June 30,		
Component of AOCI	2026	2025	2026	2025	Location on Statements of Earnings
Cash flow hedges					
Foreign exchange forward contracts	$ 8.6	$ 15.7	$ 16.4	$ 36.7	Cost of products sold
Forward starting interest rate swaps	(0.2)	(0.2)	(0.4)	(0.4)	Interest expense, net
	8.4	15.5	16.0	36.3	Total before tax
	1.5	2.8	3.1	6.3	Provision for income taxes
	$ 6.9	$ 12.7	$ 12.9	$ 30.0	Net of tax
Defined benefit plans					
Prior service cost and unrecognized actuarial loss	$ (0.8)	$ 2.3	$ (2.1)	$ 2.1	Other income (expense), net
	(0.2)	0.4	(0.4)	0.4	Provision for income taxes
	$ (0.6)	$ 1.9	$ (1.7)	$ 1.7	Net of tax
Total reclassifications	$ 6.3	$ 14.6	$ 11.2	$ 31.7	Net of tax

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

	Three Months Ended June 30, 2026			Six Months Ended June 30, 2026		
	Before Tax	Tax	Net of Tax	Before Tax	Tax	Net of Tax
Foreign currency cumulative translation adjustments	$ 27.8	$ 5.7	$ 22.1	$ 40.0	$ 17.6	$ 22.4
Unrealized cash flow hedge gains	13.2	2.5	10.7	36.9	6.3	30.6
Reclassification adjustments on cash flow hedges	(8.4)	(1.5)	(6.9)	(16.0)	(3.1)	(12.9)
Adjustments to prior service cost and unrecognized actuarial assumptions	0.8	0.2	0.6	2.1	0.4	1.7
Total Other Comprehensive Income	$ 33.4	$ 6.9	$ 26.5	$ 63.0	$ 21.2	$ 41.8

	Three Months Ended June 30, 2025			Six Months Ended June 30, 2025		
	Before Tax	Tax	Net of Tax	Before Tax	Tax	Net of Tax
Foreign currency cumulative translation adjustments	$ (3.7)	$ (44.3)	$ 40.6	$ (2.2)	$ (67.6)	$ 65.4
Unrealized cash flow hedge losses	(34.2)	(10.9)	(23.3)	(67.0)	(11.6)	(55.4)
Reclassification adjustments on cash flow hedges	(15.5)	(2.8)	(12.7)	(36.3)	(6.3)	(30.0)
Adjustments to prior service cost and unrecognized actuarial assumptions	(2.3)	(0.4)	(1.9)	(2.1)	(0.4)	(1.7)
Total Other Comprehensive (Loss) Income	$ (55.7)	$ (58.4)	$ 2.7	$ (107.6)	$ (85.9)	$ (21.7)

11. 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 June 30, 2026			
		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	$ 56.2	$ -	$ 56.2	$ -
Cross-currency interest rate swaps	54.9	-	54.9	-
Derivatives not designated as hedges, current and long-term				
Foreign currency forward contracts	5.9	-	5.9	-
Total Assets	$ 117.0	$ -	$ 117.0	$ -
Liabilities				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 0.7	$ -	$ 0.7	$ -
Cross-currency interest rate swaps	2.9	-	2.9	-
Interest rate swaps	119.8	-	119.8	-
Derivatives not designated as hedges, current and long-term				
Foreign currency forward contracts	1.7	-	1.7	-
Contingent payments related to acquisitions	244.6	-	-	244.6
Total Liabilities	$ 369.7	$ -	$ 125.1	$ 244.6

Description	Recorded Balance	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	As of December 31, 2025			
		Fair Value Measurements at Reporting Date Using:		
Assets				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 41.4	$ -	$ 41.4	$ -
Cross-currency interest rate swaps	49.7	-	49.7	-
Derivatives not designated as hedges, current and long-term				
Foreign currency forward contracts	4.0	-	4.0	-
Total Assets	$ 95.1	$ -	$ 95.1	$ -
Liabilities				
Derivatives designated as hedges, current and long-term				
Foreign currency forward contracts	$ 4.8	$ -	$ 4.8	$ -
Cross-currency interest rate swaps	9.4	-	9.4	-
Interest rate swaps	112.4	-	112.4	-
Derivatives not designated as hedges, current and long-term				
Foreign currency forward contracts	1.4	-	1.4	-
Contingent payments related to acquisitions	299.2	-	-	299.2
Total Liabilities	$ 427.2	$ -	$ 128.0	$ 299.2

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 development 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 development and regulatory milestones is based on the probability of success in obtaining the specified development achievement or regulatory approval. The fair value of sales-based payments and development 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. For each of our acquisitions that include contingent consideration, there is a maximum payout. Accordingly, the range of our potential contingent consideration payments are $0 to $720 million.

The following table provides a reconciliation of the beginning and ending balances for the six-month periods ended June 30, 2026 and 2025, 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	June 30, 2026	June 30, 2025
Contingent payments related to acquisitions		
Beginning balance	$ 299.2	$ 180.7
New contingent consideration related to Paragon 28 acquisition	-	36.8
Change in estimates	19.2	(7.7)
Settlements	(74.1)	(45.2)
Foreign currency impact	0.3	2.1
Ending balance	$ 244.6	$ 166.7

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.

12. 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 June 30, 2026 and December 31, 2025, 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	June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025
Long-term debt	$ 876.7	$ 884.0	$ (119.8)	$ (112.4)

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 June 30, 2026, was $22.1 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 and Swiss 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. In September 2025, we issued Swiss Franc notes and designated 100 percent of the Swiss Franc notes to hedge our net investment in certain wholly-owned foreign subsidiaries that have a functional currency of the Swiss Franc. 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 June 30, 2026, 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 290 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 six-month period ended June 30, 2026, Swiss Franc 50 million of our cross-currency swaps matured at a loss of $8.9 million and Japanese Yen 9.1 billion of our cross-currency interest rate swaps matured at a gain of $6.3 million. In the six-month period ended June 30, 2025, Euro 225 million of our cross-currency interest rate swaps matured at a loss of $8.0 million. The settlement of gains and losses 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 June 30, 2026, 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 July 2026 through November 2028. As of June 30, 2026, the notional amounts of outstanding forward contracts and options entered into with third parties to purchase U.S. Dollars were $1,809.9 million. As of June 30, 2026, the notional amounts of outstanding forward contracts and options entered into with third parties to purchase Swiss Francs were $395.2 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 June 30,		Six Months Ended June 30,			Three Months Ended June 30,		Six Months Ended June 30,	
Derivative Instrument	2026	2025	2026	2025	Location on Statements of Earnings	2026	2025	2026	2025
Foreign exchange forward contracts	$ 13.2	$ (34.2)	$ 36.9	$ (67.0)	Cost of products sold	$ 8.6	$ 15.7	$ 16.4	$ 36.7
Forward starting interest rate swaps	-	-	-	-	Interest expense, net	(0.2)	(0.2)	(0.4)	(0.4)
	$ 13.2	$ (34.2)	$ 36.9	$ (67.0)		$ 8.4	$ 15.5	$ 16.0	$ 36.3

The fair value of outstanding derivative instruments designated as cash flow hedges and recorded on our condensed consolidated balance sheet at June 30, 2026, together with settled derivatives where the hedged item has not yet affected earnings, was a net unrealized gain of $61.6 million, or a net unrealized gain of $54.3 million after taxes, which is deferred in AOCI. A gain of $23.3 million, or $19.4 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 June 30, 2026		Three Months Ended June 30, 2025		Six Months Ended June 30, 2026		Six Months Ended June 30, 2025	
	Cost of Products Sold	Interest Expense, Net	Cost of Products Sold	Interest Expense, Net	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	$ 635.5	$ (72.9)	$ 592.2	$ (79.3)	$ 1,211.6	$ (141.7)	$ 1,142.0	$ (145.5)
The effects of fair value, cash flow and net investment hedging:								
Loss on fair value hedging relationships								
Interest rate swaps	-	(6.3)	-	(8.1)	-	(12.6)	-	(16.0)
Gain (loss) on cash flow hedging relationships								
Foreign exchange forward contracts	8.6	-	15.7	-	16.4	-	36.7	-
Forward starting interest rate swaps	-	(0.2)	-	(0.2)	-	(0.4)	-	(0.4)
Gain on net investment hedging relationships								
Cross-currency interest rate swaps	-	6.9	-	4.8	-	13.7	-	10.1

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):

		Three Months Ended June 30,		Six Months Ended June 30,	
Derivative Instrument	Location on Statements of Earnings	2026	2025	2026	2025
Foreign exchange forward contracts	Other income (expense), net	$ 1.4	$ (8.8)	$ (0.8)	$ (11.4)

These gains (losses) do not reflect losses of $4.7 million in the three-month period ended June 30, 2026, gains of $6.8 million in the three-month period ended June 30, 2025, losses of $9.8 million in the six-month period ended June 30, 2026 and gains of $8.2 million in the six-month period ended June 30, 2025, 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 June 30, 2026 and December 31, 2025, 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 June 30, 2026		As of December 31, 2025	
	Balance Sheet Location	**Fair Value**	**Balance Sheet Location**	**Fair Value**
Asset Derivatives Designated as Hedges				
Foreign exchange forward contracts	Other current assets	$ 55.5	Other current assets	$ 50.7
Cross-currency interest rate swaps	Other current assets	54.5	Other current assets	29.0
Foreign exchange forward contracts	Other assets	21.8	Other assets	18.7
Cross-currency interest rate swaps	Other assets	0.4	Other assets	-
Interest rate swaps	Other assets	-	Other assets	20.7
Total asset derivatives		$ 132.2		$ 119.1
Asset Derivatives Not Designated as Hedges				
Foreign exchange forward contracts	Other current assets	$ 8.7	Other current assets	$ 5.2
Liability Derivatives Designated as Hedges				
Foreign exchange forward contracts	Other current liabilities	$ 16.9	Other current liabilities	$ 24.9
Cross-currency interest rate swaps	Other current liabilities	-	Other current liabilities	9.4
Foreign exchange forward contracts	Other long-term liabilities	4.9	Other long-term liabilities	7.9
Cross-currency interest rate swaps	Other long-term liabilities	2.9	Other long-term liabilities	-
Interest rate swaps	Other long-term liabilities	119.8	Other long-term liabilities	112.4
Total liability derivatives		$ 144.5		$ 154.6
Liability Derivatives Not Designated as Hedges				
Foreign exchange forward contracts	Other current liabilities	$ 4.5	Other current liabilities	$ 2.6

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

Description	Location	As of June 30, 2026 Gross Amount	Offset	Net Amount in Balance Sheet	As of December 31, 2025 Gross Amount	Offset	Net Amount in Balance Sheet
Asset Derivatives							
Cash flow hedges	Other current assets	$ 55.5	$ 16.2	$ 39.3	$ 50.7	$ 21.5	$ 29.2
Cash flow hedges	Other assets	21.8	4.9	16.9	18.7	6.5	12.2
Derivatives Not Designated as Hedges	Other current assets	8.7	2.8	5.9	5.2	1.2	4.0
Liability Derivatives							
Cash flow hedges	Other current liabilities	16.9	16.2	0.7	24.9	21.5	3.4
Cash flow hedges	Other long-term liabilities	4.9	4.9	-	7.9	6.5	1.4
Derivatives Not Designated as Hedges	Other current liabilities	4.5	2.8	1.7	2.6	1.2	1.4

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 June 30, 2026	2025	Six Months Ended June 30, 2026	2025
Euro Notes	$ 14.8	$ (158.8)	$ 53.1	$ (234.5)
Swiss Notes	3.6	-	13.6	-
Cross-currency interest rate swaps	5.9	(29.8)	9.2	(52.4)
	$ 24.3	$ (188.6)	$ 75.9	$ (286.9)

13. 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.

In the three and six-month periods ended June 30, 2026, our effective tax rate (“ETR”) was 21.8 percent and 21.3 percent, respectively, compared to 31.7 percent and 25.9 percent in the three and six-month periods ended June 30, 2025, respectively. The 21.8 percent and the 21.3 percent ETR in the three and six-month periods ended June 30, 2026, respectively, were primarily driven by our mix of earnings between U.S. and foreign locations. The 31.7 percent and the 25.9 percent ETR in the three and six-month periods ended June 30, 2025, respectively, were primarily driven by our mix of earnings between U.S. and foreign locations and in part due to a change in our assertion regarding the indefinite reinvestment of earnings of certain foreign subsidiaries. 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.

14. Earnings Per Share

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Weighted average shares outstanding for basic net earnings per share	192.2	197.9	193.6	198.4
Effect of dilutive stock options and other equity awards	0.6	0.4	0.7	0.6
Weighted average shares outstanding for diluted net earnings per share	192.8	198.3	194.3	199.0

During the three and six-month periods ended June 30, 2026, an average of 3.9 million options and 4.1 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. During the three and six-month periods ended June 30, 2025, an average of 4.8 million options for each period to purchase shares of common stock were not included for the same reason.

15. 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 Chairman, 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.

In the three-month period ended March 31, 2026, the responsibilities of certain senior leaders who report to the CODM and the related operating profit information these leaders present to the CODM changed. The changes were primarily: 1) results related to our Foot and Ankle business in EMEA and Asia Pacific are now included in the results of the Americas, and 2) certain product category expenses, such as centralized R&D and global marketing, are included in the results of the Americas. Prior period reportable segment financial information has been recast to conform to the current period presentation.

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 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 and quality assurance. 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. Starting in 2026, our CODM no longer reviews segment asset information.

Our Americas operating segment is comprised principally of the U.S. and includes other North, Central and South American markets. Our Americas operating segment also includes the results of our Foot and Ankle business in EMEA and Asia Pacific and certain product category expenses, such as centralized R&D and global marketing. Our EMEA operating segment is comprised principally of the commercial operations in Europe and includes the Middle East and African markets. Our Asia Pacific operating segment is comprised principally of the commercial operations in Japan, China and Australia and includes other Asian and Pacific markets. Since the Americas includes additional costs related to many centralized global product category expenses, profitability metrics in this operating segment are not comparable to the EMEA and Asia Pacific operating segments.

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

	Americas		EMEA		Asia Pacific		Total	
	Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended June 30,	
	2026	2025	2026	2025	2026	2025	2026	2025
Net Sales	$ 1,359.0	$ 1,287.0	$ 478.5	$ 458.1	$ 339.5	$ 332.2	$ 2,177.0	$ 2,077.3
Cost of products sold, excluding intangible asset amortization	309.3	292.7	182.6	166.6	124.2	117.6		
Selling, general and administrative	432.7	385.2	142.8	136.0	107.3	90.7		
Research and development	71.1	73.6	1.9	1.7	3.9	3.5		
Segment profit	$ 546.0	$ 535.6	$ 151.1	$ 153.8	$ 104.1	$ 120.3	$ 801.2	$ 809.7
Corporate items							311.7	349.1
Intangible asset amortization							163.4	160.6
Other income (expense), net							(1.9)	(3.9)
Interest expense, net							72.9	79.3
Earnings before income taxes							$ 255.1	$ 224.6

	Americas		EMEA		Asia Pacific		Total	
	Six Months Ended June 30,		Six Months Ended June 30,		Six Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025	2026	2025	2026	2025
Net Sales	$ 2,683.5	$ 2,493.8	$ 968.3	$ 899.9	$ 611.8	$ 592.7	$ 4,263.7	$ 3,986.4
Cost of products sold, excluding intangible asset amortization	618.0	570.9	369.0	332.5	212.1	201.0		
Selling, general and administrative	858.2	744.8	292.3	259.3	195.3	175.9		
Research and development	143.0	144.6	3.7	3.8	7.2	6.8		
Segment profit	$ 1,064.3	$ 1,033.5	$ 303.4	$ 304.3	$ 197.1	$ 209.1	$ 1,564.8	$ 1,546.9
Corporate items							540.1	643.1
Intangible asset amortization							325.5	311.6
Other income (expense), net							1.1	(6.9)
Interest expense, net							141.7	145.5
Earnings before income taxes							$ 556.4	$ 453.6

Depreciation and amortization included in segment profit is as follows (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Americas	$ 45.1	$ 45.8	$ 90.0	$ 86.5
EMEA	16.8	15.9	33.8	31.5
Asia Pacific	15.7	15.0	31.1	30.2
Corporate items	29.8	34.5	60.4	66.4
Intangible asset amortization	163.4	160.6	325.5	311.6
Total	$ 270.8	$ 271.8	$ 540.8	$ 526.2

16. 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. 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 and six-month periods ended June 30, 2026, we recognized $17.8 million and $22.8 million, respectively, of net litigation-related charges. During the three and six-month periods ended June 30, 2025, we recognized $5.3 million and $7.3 million, respectively, of net litigation-related charges. At June 30, 2026 and December 31, 2025, accrued litigation liabilities were $137.9 million and $136.2 million, respectively. These litigation-related charges and accrued liabilities reflect all of our litigation-related contingencies and not just the claims discussed below. We have also succeeded to Paragon 28's existing litigation matters as a result of the Paragon 28 acquisition. We have evaluated these litigation matters and have recognized immaterial related liabilities as part of the assets and liabilities acquired on the acquisition date. 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.

In connection with our ongoing efforts to transform our sales and distribution strategies and go-to-market model in China, including making significant changes across our independent distributor network, some of the displaced or impacted distributors in China have formally and informally raised legal claims against us. Additional claims may come from these and other parties in the future. Based on currently known information and our legal assessment of these lawsuits and other claims in China, we cannot reasonably estimate the possible loss or range of loss that may result from these claims in excess of the losses we have accrued. The changes in go-to-market model and commercial strategies in China, the outcome of existing litigation and the potential for additional litigation could have a material adverse impact on our results of operations in China.

Other Contingencies

Contractual obligations: We have entered into development, distribution, investment and other contractual arrangements, such as the one described below, not accounted for as business combinations that may result in future payments dependent upon various events such as a capital call, 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 $465 million.

In addition, we have entered into business combinations that include contingent consideration. The range of our potential contingent consideration payments are $0 to $720 million that may be paid out through 2031.

In the six-month period ended June 30, 2026, we executed a commitment letter to invest in an investment fund with a capital commitment of up to $300 million, which is expected to become callable over a four-year period. The investment fund intends to invest in healthcare companies and assets, with a primary focus on transformative healthcare innovations that address musculoskeletal and rheumatologic conditions, enabling improved human mobility and performance, primarily through privately negotiated investments in healthcare enterprises and assets. We expect that the investment fund will commence in the second half of 2026, at which time we will begin making investments.

U.S. Tariffs: On February 20, 2026, the U.S. Supreme Court ruled the International Emergency Economic Powers Act ("IEEPA") does not authorize the President to impose tariffs, effectively invalidating IEEPA-based tariffs that had been in effect since February 2025. However, the ruling did not invalidate any other tariffs. In addition, immediately following the IEEPA decision, the U.S. government initiated new tariffs under alternative authorities. Following the Supreme Court ruling, on March 4, 2026, the Court of International Trade issued an order directing Customs and Border Protection ("CBP") to begin paying refunds immediately. The CBP developed a new system to process the unprecedented volume of IEEPA tariff refunds. Prior to the Supreme Court ruling, we had paid IEEPA tariffs of approximately $77 million. In the second quarter of 2026, we started submitting refund requests and received a portion of previously paid IEEPA tariffs. We believe it is probable that we will recover the full amount of the IEEPA tariffs paid and therefore recognized a receivable in the first quarter of 2026 under the loss recovery accounting model. As a result, during the six-month period ended June 30, 2026, we reduced cost of products sold by approximately $30 million, representing the amount of inventory we previously sold to customers upon which we had recognized expense for tariffs. In addition, during the six-month period ended June 30, 2026, we reduced inventory and property, plant and equipment by $39 million and $8 million, respectively, for tariffs that had been capitalized as part of the cost of inventory and instruments. We will continue to monitor recent developments on tariff policy and evaluate any changes to the applicability of tariffs to our business as they occur.

17. Subsequent Events

Subsequent to June 30, 2026, we acquired a business and signed a merger agreement with a separate privately held company that is expected to close once regulatory approval is received. The initial cash consideration for these acquisitions is approximately $245 million with additional contingent consideration of up to $210 million if certain regulatory and revenue milestones are achieved. These acquisitions provide us new pain management technology that can be used in procedures across multiple product categories and surgical technology to expand our product portfolio. We are in the process of determining fair values of assets acquired and liabilities assumed.

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.

The Paragon 28 acquisition was completed on April 21, 2025. The Paragon 28 impacts on year-over-year net sales growth in the following discussion and analysis refer to net sales of Paragon 28 products from January 1, 2026 through the one-year anniversary in April 2026, since there are no prior year comparable net sales of those products for the time period.

Executive Level Overview

<u>*Results for the Three and Six-Month Periods ended June 30, 2026*</u>

In the three and six-month periods ended June 30, 2026, our net sales increased 4.8 percent and 7.0 percent, respectively, when compared to the same prior year periods. Net sales growth was driven by a combination of our Paragon 28 acquisition, positive effects of changes in foreign currency exchange rates, opportunistic end-of-quarter customer purchases, increased ROSA® Robot and bone cement sales, market growth and new product introductions. Paragon 28 had a positive impact on our net sales of 0.7 percent and 2.3 percent in the three and six-month periods ended June 30, 2026, respectively. Additionally, our net sales experienced a positive effect of 0.1 percent and 1.3 percent from changes in foreign currency exchange rates in the three and six-month periods ended June 30, 2026, respectively.

Our net earnings were $198.3 million and $436.5 million in the three and six-month periods ended June 30, 2026, respectively, compared to $152.8 million and $334.9 million, respectively, in the same prior year periods. The increase in net earnings in both 2026 periods was primarily due to increased net sales, lower acquisition and integration costs due to significant charges incurred in the 2025 periods related to the Paragon 28 acquisition that did not recur, lower spending on R&D projects and savings from our restructuring programs. In addition, in the six-month period ended June 30, 2026, we recognized a favorable adjustment of approximately $30 million related to probable U.S. tariff refunds.

<u>*2026 Outlook*</u>

We expect year-over-year net sales growth of 3.9 percent to 4.9 percent in 2026 to be driven by a combination of market growth, new product introductions, the Paragon 28 acquisition and positive effects of changes in foreign currency exchange rates, partially offset by the expected impact from changes to our go-to-market strategy and execution in the U.S. and certain other international markets, as well as price declines. These expected impacts, combined with the uncertain timing of incentivized stocking orders and capital sales, could cause fluctuations in our quarterly results. We estimate that the Paragon 28 acquisition will contribute an additional 1.1 percent to the year-over-year net sales growth for the period up until the one-year anniversary of the deal closing in April 2026. Based on foreign currency exchange rates at the end of 2025, we expect foreign currency to have a 0.5 percent positive impact on year-over-year net sales growth. We estimate operating profit will increase in 2026 when compared to 2025 due to higher net sales, leverage from fixed operating expenses, refunds from U.S. tariffs paid in 2025, ongoing savings from our restructuring plans, non-recurrence of inventory and instrument charges related to certain product lines we expect to discontinue and lower employee termination and other charges from our restructuring plans. However, we expect that these favorable items may be partially offset by the impact from inflation, investments in our U.S. commercial sales channel and higher net interest expense.

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, Upper Extremities, Foot and Ankle; 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. Additionally, with sales to customers where title to product passes upon shipment, these customers may purchase items in large quantities if incentives are offered or if there are new product offerings in a market, which could cause period-to-period differences in sales.

Net Sales by Geography

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

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	% Inc
United States	$ 1,239.9	$ 1,173.8	5.6 %
International	937.0	903.5	3.7
Total	$ 2,177.0	$ 2,077.3	4.8

	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025	% Inc
United States	$ 2,449.3	$ 2,287.4	7.1 %
International	1,814.4	1,699.0	6.8
Total	$ 4,263.7	$ 3,986.4	7.0

Net Sales by Product Category

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

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	% Inc
Knees	$ 828.9	$ 826.0	0.4 %
Hips	562.7	536.1	5.0
S.E.T.	586.0	550.6	6.4
Technology & Data, Bone Cement and Surgical	199.4	164.6	21.1
Total	$ 2,177.0	$ 2,077.3	4.8

	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025	% Inc
Knees	$ 1,657.5	$ 1,618.9	2.4 %
Hips	1,086.8	1,031.9	5.3
S.E.T.	1,148.2	1,021.1	12.5
Technology & Data, Bone Cement and Surgical	371.2	314.5	18.0
Total	$ 4,263.7	$ 3,986.4	7.0

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

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	% Inc / (Dec)	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025	% Inc
Knees						
United States	$ 455.0	$ 448.7	1.4 %	$ 924.1	$ 907.8	1.8 %
International	374.0	377.3	(0.9)	733.4	711.2	3.1
Total	$ 828.9	$ 826.0	0.4	$ 1,657.5	$ 1,618.9	2.4
Hips						
United States	$ 288.5	$ 272.5	5.9 %	$ 566.1	$ 536.7	5.5 %
International	274.1	263.6	4.0	520.7	495.2	5.2
Total	$ 562.7	$ 536.1	5.0	$ 1,086.8	$ 1,031.9	5.3

Demand (Volume and Mix) Trends

Changes in volume and mix of product sales had a positive effect of 5.5 percent and 6.4 percent on year-over-year sales during the three and six-month periods ended June 30, 2026, respectively. The Paragon 28 acquisition contributed 0.7 percent and 2.3 percent to volume growth in the three and six-month periods ended June 30, 2026, respectively. In addition, opportunistic end-of-quarter customer purchases, increased ROSA® Robot and bone cement sales, market growth and new product introductions contributed positively to volume and mix trends in both periods.

Pricing Trends

Global selling prices had a negative effect of 0.8 percent and 0.7 percent on year-over-year sales during the three and six-month periods ended June 30, 2026, respectively. We continue to experience pricing pressure from local hospitals, health systems, and governmental healthcare cost containment efforts. In addition, volume-based discounts to incentivize customer purchases had a negative effect on our pricing in both periods.

Foreign Currency Exchange Rates

For the three and six-month periods ended June 30, 2026, changes in foreign currency exchange rates had a positive effect of 0.1 percent and 1.3 percent on year-over-year sales, respectively. If foreign currency exchange rates remain at levels consistent with recent rates, we estimate there will be a positive impact of approximately 0.5 percent on full-year 2026 sales.

Geography

The 5.6 percent and 7.1 percent net sales growth in the U.S. in the three and six-month periods ended June 30, 2026, respectively, was driven by the Paragon 28 acquisition, opportunistic end-of-quarter customer purchases, increased ROSA® Robot sales and market growth in our Hips and S.E.T. product categories. The Paragon 28 acquisition contributed 1.0 percent and 3.2 percent to U.S. net sales growth in the three and six-month periods ended June 30, 2026, respectively. Internationally, net sales increased by 3.7 percent and 6.8 percent during the three and six-month periods ended June 30, 2026, respectively, when compared to the same prior year periods. This increase was driven by the Paragon 28 acquisition, increased bone cement sales, market growth in most of our international markets and changes in foreign currency exchange rates. The Paragon 28 acquisition contributed 0.4 percent and 1.1 percent to International net sales growth in the three and six-month periods ended June 30, 2026, respectively. Our International sales were positively affected by 0.2 percent and 3.0 percent due to changes in foreign currency exchange rates in the three and six-month periods ended June 30, 2026, respectively.

Product Categories

Knees and Hips net sales benefited from opportunistic end-of-quarter customer purchases, market growth and new product introductions in the three and six-month periods ended June 30, 2026. Changes in foreign currency exchange rates had a positive effect of 0.3 percent and 1.5 percent on Knees net sales in the three and six-month periods ended June 30, 2026, respectively. Changes in foreign currency exchange rates had a negative effect of 0.1 percent and a positive effect of 1.1 percent on Hips net sales in the three and six-month periods ended June 30, 2026, respectively. The S.E.T. net sales increase in the three and six-month periods ended June 30, 2026, was primarily the result of the Paragon 28 acquisition and growth in our upper extremities and craniomaxillofacial and thoracic products. The Paragon 28 acquisition contributed 2.8 percent and 8.9 percent to S.E.T. net sales growth in the three and six-month periods ended June 30, 2026, respectively. Technology & Data, Bone Cement and Surgical net sales increased 21.1 percent and 18.0 percent in the three and six-month periods ended June 30, 2026, respectively, primarily due to strong net sales of our ROSA® Robot and bone cement products.

Expenses as a Percentage of Net Sales

	Three Months Ended June 30,		% Inc / (Dec)	Six Months Ended June 30,		% Inc / (Dec)
	2026	2025		2026	2025	
Cost of products sold, excluding intangible asset amortization	29.2 %	28.5 %	0.7 %	28.4 %	28.6 %	(0.2) %
Intangible asset amortization	7.5	7.7	(0.2)	7.6	7.8	(0.2)
Research and development	4.8	5.5	(0.7)	4.9	5.6	(0.7)
Selling, general and administrative	41.3	39.2	2.1	41.0	39.5	1.5
Restructuring and other cost reduction initiatives	1.4	0.8	0.6	0.8	1.3	(0.5)
Acquisition, integration, divestiture and related	0.8	3.8	(3.0)	0.8	2.2	(1.4)
Operating profit	15.0	14.4	0.6	16.4	14.9	1.5

Cost of products sold, excluding intangible asset amortization, increased in amount in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. Cost of products sold as a percentage of net sales increased as a percentage of net sales in the three-month period ended June 30, 2026, but decreased in the six-month period ended June 30, 2026, when compared to the same prior year periods. The increases in amounts in both 2026 periods when compared to the same prior year periods were primarily due to higher sales volume. The increase as a percentage of net sales in the three-month period ended June 30, 2026, was due to higher manufacturing costs, incremental expense related to Paragon 28 inventory sold being stepped-up to fair value on the acquisition date, and the impact of net sales price declines, partially offset by a favorable mix of products sold. In the six-month period ended June 30, 2026, the year-over-year decrease as a percentage of net sales was driven by a favorable adjustment of approximately $30 million related to probable U.S. tariff refunds, partially offset by the same factors discussed for the three-month period ended June 30, 2026.

Intangible asset amortization expense increased in amount but decreased as a percentage of net sales in the three and six-month periods ended June 30, 2026 compared to the same prior year periods due to the Paragon 28 acquisition.

R&D expenses decreased in amount and as a percentage of net sales in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. The decreases were driven by completion of our spending on our initial compliance with the European Union Medical Device Regulation at the end of 2025, decreases in spending on certain projects and savings from our 2025 Restructuring Plan. These favorable items were partially offset by Paragon 28 and Monogram-related R&D expenses.

Selling, general and administrative ("SG&A") expenses increased in amount and as a percentage of net sales in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. The increases were driven by variable and bonus selling expenses from higher net sales and other incentive programs, Paragon 28-related expenses, higher litigation-related expense from certain product liability matters, higher bad debt charges and investments made in our sales force and other areas.

In February 2025 and then as further expanded in December 2025, and in 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 $29.8 million and $36.1 million in the three and six-month periods ended June 30, 2026, respectively, compared to $17.5 million and $53.5 million in the same prior year periods, 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 three-month period ended June 30, 2026, when compared to the same prior year period, due to a new manufacturing optimization initiative that commenced in 2026. The expenses were lower in the six-month period ended June 30, 2026, when compared to the same prior year period, due to the completion of the 2023, 2021 and 2019 plans by the end of 2025 as well as a majority of expense related to the 2025 Restructuring Plan having already been incurred by the end of 2025. 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 decreased in amount and as a percentage of net sales in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. The decreases were primarily driven by Paragon 28-related integration costs incurred when that acquisition was completed in the prior year periods.

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

In the three and six-month periods ended June 30, 2026, we recognized income of $1.9 million and expense of $1.1 million, respectively, in our other income (expense), net financial statement line item compared to income of $3.9 million and $6.9 million in the same prior year periods, respectively. Our other income (expense), net financial statement line item is primarily composed of pension-related gains, changes in the value of our investments, and foreign currency exchange rate-related gains and losses and can vary based upon market conditions.

Interest expense, net, was $72.9 million and $141.7 million in the three and six-month periods ended June 30, 2026, respectively, compared to $79.3 million and $145.5 million the same prior year periods, respectively. The decreased interest expense in the 2026 periods when compared to the same prior year periods was due to debt refinanced in late 2025 at lower interest rates than the debt it replaced.

In the three and six-month periods ended June 30, 2026, our effective tax rate (“ETR”) was 21.8 percent and 21.3 percent, respectively, compared to 31.7 percent and 25.9 percent in the three and six-month periods ended June 30, 2025, respectively. The 21.8 percent and the 21.3 percent ETR in the three and six-month periods ended June 30, 2026, respectively, were primarily driven by our mix of earnings between U.S. and foreign locations. The 31.7 percent and the 25.9 percent ETR in the three and six-month periods ended June 30, 2025, respectively, were primarily driven by our mix of earnings between U.S. and foreign locations and in part due to a change in our assertion regarding the indefinite reinvestment of earnings of certain foreign subsidiaries.

Segment Operating Profit

	Net Sales		Operating Profit		Operating Profit as a Percentage of Net Sales	
	Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended June 30,	
(dollars in millions)	**2026**	**2025**	**2026**	**2025**	**2026**	**2025**
Americas	$ 1,359.0	$ 1,287.0	$ 546.0	$ 535.6	40.2 %	41.6 %
EMEA	478.5	$ 458.1	151.1	153.8	31.6	33.6
Asia Pacific	339.5	$ 332.2	104.1	120.3	30.7	36.2

	Net Sales		Operating Profit		Operating Profit as a Percentage of Net Sales	
	Six Months Ended June 30,		Six Months Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	**2026**	**2025**	**2026**	**2025**	**2026**	**2025**
Americas	$ 2,683.5	$ 2,493.8	$ 1,064.3	$ 1,033.5	39.7 %	41.4 %
EMEA	968.3	899.9	303.4	304.3	31.3	33.8
Asia Pacific	611.8	592.7	197.1	209.1	32.2	35.3

Americas

In the Americas, operating profit increased while operating profit as a percentage of net sales decreased in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. Operating profit increased in both periods primarily due to higher net sales, including Paragon 28 products. Operating profit as a percentage of net sales decreased in both periods due to the fact that the operating profit contributed by Paragon 28 is at a lower operating profit margin as well as higher selling expenses and investments we have made in our sales force.

EMEA

In EMEA, operating profit and operating profit as a percentage of net sales decreased in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. The decreases were primarily due to hedge-related losses recognized in the 2026 periods compared to hedge-related gains recognized in the 2025 periods and investments in our sales force.

Asia Pacific

In Asia Pacific, operating profit and operating profit as a percentage of net sales decreased in the three and six-month periods ended June 30, 2026, when compared to the same prior year periods. The decreases were primarily due to a higher mix of revenues to less profitable countries and higher bad debt charges.

Liquidity and Capital Resources

As of June 30, 2026, we had $410.0 million in cash and cash equivalents. In addition, we had $1.25 billion available to borrow under our 2026 364-Day Credit Agreement, and $1.5 billion available under our 2026 Five-Year Revolving Facility. The terms of the 2026 364-Day Credit Agreement and the 2026 Five-Year Revolving Facility are described further in Note 9 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 $807.2 million in the six-month period ended June 30, 2026, compared to $761.0 million in the same prior year period. The increase was due to lower restructuring-related payments; lower U.S. tariffs paid, net of refunds, in the 2026 period; lower income tax payments; and payments related to the closing of the Paragon 28 acquisition in 2025 that did not recur. These favorable items were partially offset by higher bonus payments and unfavorable timing of payments of accounts payable relative to the 2025 period.

Cash flows used in investing activities were $349.8 million in the six-month period ended June 30, 2026, compared to $1,490.4 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. In the six-month period ended June 30, 2026, we paid $101.2 million related to the ownership rights or to gain access to various technologies that were recognized as intangible assets. In the six-month period ended June 30, 2025, we paid $1,226.3 million, net of cash acquired, for the acquisition of Paragon 28, as well as paid $32.4 million related to the ownership rights to a technology that was recognized as an intangible asset.

Cash flows used in financing activities were $640.3 million in the six-month period ended June 30, 2026, compared to cash flows provided by financing activities of $739.2 million in the same prior year period. In the 2026 period, we repurchased $500.8 million of our common stock using cash on hand and net borrowings from our revolving credit facilities. In the 2025 period, we issued senior notes for proceeds of $1,748.1 million and had net borrowings of $220.0 million on our revolving credit facilities. We used these proceeds, along with cash on hand, for the acquisition of Paragon 28, to redeem $863.0 million of senior notes that were to mature on April 1, 2025, and to repurchase $237.0 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 June 30, 2026, $353.0 million of our cash and cash equivalents were held in jurisdictions outside of the U.S. Of this amount, $63.7 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. 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 June 30, 2026, we had outstanding debt of $7,479.0 million, of which $1,201.5 million was classified as current debt. Our current debt consists of $571.5 million of senior notes that mature on December 13, 2026, $600.0 million of senior notes that mature on February 19, 2027 and $30.0 million outstanding on our Uncommitted Credit Facility which we expect to repay within the next year. We believe we can satisfy these debt obligations with cash on hand, cash generated from our operations, by issuing new debt and/or by borrowing on our committed revolving credit facilities.

For additional information on our debt, including types of debt, maturity dates, interest rates, debt covenants and available revolving credit facilities, see Note 9 to our interim condensed consolidated financial statements included in Part I, Item 1 of this report.

In February and May 2026, 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.

On February 9, 2026, our Board of Directors authorized a $1.5 billion share repurchase program effective immediately, with no expiration date. As of June 30, 2026, $1,003.1 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. The 2025 Restructuring Plan is expected to result in total pre-tax charges of approximately $155 million by the end of 2027, of which approximately $147 million was incurred through June 30, 2026. We expect to reduce gross annual pre-tax operating expenses by approximately $175 million relative to the 2024 baseline expenses by the end of 2027 as program benefits under the 2025 Restructuring Plan are realized.

As discussed in Note 13 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 16 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 $137.9 million as of June 30, 2026. 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, investment and other contractual arrangements that may result in future payments dependent upon various events such as a capital call, 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 $465 million. Included in that estimate is the amount under a commitment letter we executed in the six-month period ended June 30, 2026, to invest in an investment fund with a capital commitment of up to $300 million, which is expected to become callable over a four-year period. The investment fund intends to invest in healthcare companies and assets, with a primary focus on transformative healthcare innovations that address musculoskeletal and rheumatologic conditions, enabling improved human mobility and performance, primarily through privately negotiated investments in healthcare enterprises and assets. We estimate the investment fund will commence in the second half of 2026, at which time we will begin making investments.

In addition, we have entered into business combinations that include contingent consideration. For each of our acquisitions that include contingent consideration, there is a maximum payout. Accordingly, the range of our potential contingent consideration payments are $0 to $720 million as of June 30, 2026, that may be paid out through 2031.

Subsequent to June 30, 2026, we acquired a business and signed a merger agreement with a separate privately held company that is expected to close once regulatory approval is received. The initial cash consideration for these acquisitions is approximately $245 million with additional contingent consideration of up to $210 million if certain regulatory and revenue milestones are achieved.

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 six-month period ended June 30, 2026 to our critical accounting estimates as described in our Annual Report on Form 10-K for the year ended December 31, 2025.

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;
- the transformation of our sales and distribution network in the U.S. and other markets;
- 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;
- risks and uncertainties relating to our ability to successfully execute on our product portfolio rationalization plans;
- control of costs and expenses;
- risks related to the ability to realize the anticipated benefits of our acquisitions, including the possibility that the expected benefits from such transactions will not be realized or will not be realized within the expected time period;
- the risk that acquired businesses will not be integrated successfully;
- 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, service providers, agents, employees, sales representatives 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 cyber attack, 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 effects of natural disasters, or of legal, regulatory or market measures to address natural disasters;
- the effects of our commitments, goals and disclosures relating to corporate responsibility matters;
- 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, 2025 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, 2025.

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 Securities and Exchange Commission's ("SEC") 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 June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II – Other Information

Item 1. Legal Proceedings

Information pertaining to legal proceedings can be found in Note 16 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, 2025 ("2025 Form 10-K"), which could materially affect our business, financial condition and results of operations. The risks described in our 2025 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

Issuer Purchases of Equity Securities

The following table summarizes repurchases of common stock settled during the three-month period ended June 30, 2026:

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)]
April 1-30, 2026	-	$ -	-	$ 1,250,000,030
May 1-31, 2026	1,839,518	83.45	1,839,518	1,095,488,321
June 1-30, 2026	1,078,313	86.56	1,078,313	1,003,147,146
Total	2,917,831	$ 84.60	2,917,831	$ 1,003,147,146

(1) In February 2026, our Board of Directors authorized a $1.5 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 June 30, 2026, 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 SEC.

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 29, 2025 (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on June 3, 2025)
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)
10.1*	Offer Letter, dated as of March 24, 2026, by and between Zimmer Pte. Ltd. and Chintan Desai
10.2*	Change in Control Severance Agreement, dated as of March 24, 2026, by and between Zimmer Pte. Ltd. and Chintan Desai
10.3*	Form of Indemnification Agreement with Chintan Desai (incorporated by reference to Exhibit 10.1 to the Registrant’s Current Report on Form 8-K filed July 31, 2008)
10.4	Five-Year Revolving Credit Agreement, dated as of June 26, 2026, among Zimmer Biomet Holdings, Inc., the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on June 29, 2026)
10.5	364-Day Revolving Credit Agreement, dated as of June 26, 2026, among Zimmer Biomet Holdings, Inc., the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on June 29, 2026)
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)

The Registrant agrees, pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K, to furnish to the SEC, upon request, a copy of each instrument with respect to long-term debt of the Registrant or its consolidated subsidiaries.

+ 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: August 5, 2026

By: /s/ Paul Stellato

Paul Stellato
Interim Chief Financial Officer; Vice President, Controller and Chief Accounting Officer
(Principal Financial and Accounting Officer)

ZIMMER BIOMET
Your progress. Our promise.™

PRIVATE AND CONFIDENTIAL

March 24, 2026

Chintan Desai
* * * * *
* * * * *

Dear Chintan,

Letter of Appointment (the Letter)

We are pleased to offer you the position of President, APAC at salary grade of Z04 at Zimmer Pte. Ltd. (hereinafter referred to as the **Company**). A reference to **Zimmer Biomet** is a reference to the Company and/or any entity within the Zimmer Biomet group of companies.

This offer of employment is subject to the terms and conditions set out in this Letter, and the additional terms and conditions set out in the Schedule and annexes to this Letter (collectively, the **Agreement**).

1. Commencement of Employment

1.1 Your employment shall commence on **July 1, 2026** or such other date as the Company may notify you (the **Commencement Date**) and shall continue until terminated in accordance with the terms of this Agreement.

1.2 This offer of employment is subject to:

(a) the results of your medical examination by a doctor designated by the Company being satisfactory;

(b) satisfactory verification of all information submitted by you to the Company;

(c) the receipt of satisfactory employment references by the Company;

(d) if you are not a citizen or permanent resident of Singapore, you obtaining all the relevant visas, approvals and immigration permits to lawfully reside and work in Singapore; and

(e) your disclosure of any Close Personal Relationships in accordance with Clause 5 of this Letter.

1.3 In the event that any of the conditions listed under Clause 1.2 of this Letter is not fulfilled, the Company may by written notice to you rescind this offer of employment without any liability to you.

1.4 If you are not a citizen or permanent resident of Singapore, your continued employment is subject to you maintaining in force the requisite work pass and/or approvals to allow you to reside and work in Singapore.

1.5 You represent and warrant that by entering into this Agreement with the Company, you will not be in breach of any prior agreement, contract or arrangement with any other person which prevents you from lawfully fulfilling your employment obligations to the Company, including but not limited to any restrictive covenant or confidentiality obligation arising out of employment with any former employer.
You further represent and warrant that you have not foregone any other opportunity, financial or otherwise, in connection with commencing your employment with the Company and you are not entering into this Agreement in reliance on any representation not set out in this Agreement or the documents referred to therein.

Zimmer Pte Ltd

401 Commonwealth Drive, #06-03 Haw Par Technocentre Singapore 149598
Tel: (65) 6854 7222 Fax: (65) 6472 6657 UEN: 198201948K

2. Salary

2.1 Your basic monthly salary shall be S$72,390 and will accrue on a day-to-day basis, to be paid in arrears on or about the twenty-fifth of each month.

2.2 If you are a citizen or Permanent Resident of Singapore, the Company will make the prescribed contributions to the Central Provident Fund (**CPF**) in your respect in accordance with applicable law.

2.3 All amounts payable by the Company to you shall be subject to any deductions and/or withholdings which the Company may be entitled or required by law to make.

2.4 You agree that the Company shall be entitled to deduct from your remunerations any amount due and owing by you to the Company to the extent permitted by law including but not limited to:

2.4.1 any outstanding loans (including loans for training costs), advances, excess annual leave; and/or

2.4.2 any losses suffered by the Company as a result of damage to the Company's property caused by you (save for ordinary wear & tear) and any other losses arising from criminal or negligent acts or omissions or wilful misconduct caused by you in the course of your employment.

2.5 You shall not be entitled to claim for overtime pay or allowance, save where such overtime payments are required to be made under the applicable legislation as may be in force from time to time.

2.6 You will not be entitled to be paid any other sums in connection with your appointment and/or service as a director of the Company (if applicable).

3. CPF Allowance

3.1 The Company provides a CPF Allowance to all foreign employees (i.e., employees who are not citizens or Permanent Residents of Singapore) of salary grade Z11 and above.

If you are a foreign employee and you become a citizen or Permanent Resident of Singapore in the course of your employment with the Company, your entitlement to receive the CPF Allowance will immediately cease and the Company shall from that point onwards, make the prescribed contributions to the Central Provident Fund in your respect in accordance with applicable law.

4. Transport Allowance

4.1 You shall be eligible for a transport allowance based on the policies in place as of your start date, and as the same may be updated from time to time. This allowance will cover all related expenses of owning and operating a personal car for business purposes.

4.2 All employees who are eligible for transport allowance will not be eligible for any business-related taxi reimbursement, with the exception of travelling from home to the airport and airport to home for business trips (where the employees have provided supporting receipts).

5 Company Merit Review Program and Incentive Plans

5.1 You will be eligible for participation in the Company Merit Review Program in **April 2027**, subject to and in accordance with the terms and conditions of the aforesaid program.

5.2 You will be eligible to be considered for participation in the following employee incentive plans (collectively, the **Incentive Plans**), subject to the terms and subject to the conditions of each Incentive Plan as set out in the relevant Company policy and in this Clause 5:

a) **Zimmer Biomet Executive Performance Incentive Plan (EPIP)**

For 100% achievement of budgeted targets a normal bonus payment of **85%** of your actual annual earnings will be payable. The bonus that you may earn under the Plan may be more or less than this target percentage, depending on actual year-end results for the established performance measures, and the application of applicable modifiers, if any. Annual bonuses under the EPIP are paid by April 1st of the year following the performance year.

Annual bonuses will be pro-rated for the part of a year served so long as you join before 1 November, and payment of any bonus shall be conditional upon you remaining in service on the payroll date when the Company pays bonuses to its employees.

b) **Special Sign-On Bonus**

You are eligible for a sign-on cash bonus of up to S$191,621, based on your start date, less applicable tax withholdings, that will be advanced to you within sixty (60) days after commencing employment. You agree that you will not earn (and have no entitlement to) the sign-on bonus until the date that is twenty-four (24) months after your Commencement Date. If prior to the date that is twenty-four (24) months after your Commencement Date you voluntarily leave your employment with the Company or your employment with the Company is terminated for cause, you have no entitlement to the sign-on bonus and you will repay the full gross amount of the sign-on bonus that was advanced to you, within thirty (30) days following termination of your employment. Your receipt of this bonus is conditional upon your execution of and compliance with the sign-on bonus advance repayment agreement presented by the Company.

c) **Zimmer Biomet Long Term Incentive Plan**

You will also be eligible to receive annual Zimmer Biomet Holdings, Inc., equity awards beginning in 2026 at the discretion of the Compensation and Management Development Committee of such company's Board of Directors. These grants are intended to provide an opportunity for long-term compensation and ownership in Zimmer Biomet, and are subject to the terms of the applicable grant award and the 2009 Zimmer Biomet Holdings, Inc. Stock Incentive Plan, as amended (the **LTI Plan**).

For 2026, your estimated LTI grant date fair market value in this role will be approximately US$1,355,000, and will be comprised of:

i. Your estimated LTI grant date fair market value in this role will be approximately US$790,000, to be split evenly between a three-year ratably-vesting long-term incentive restricted stock unit (**RSU**) grant with a grant date fair value of approximately US$395,000, and a three-year performance-based restricted stock unit (**PRSU**) grant with a grant date fair value of approximately US$395,000, with the same vesting and performance conditions as the awards made to Zimmer Biomet's other executive officers in February 2026; and

ii. The Long-Term Incentive Loss Award described in (d) below.

All RSUs will vest over a three-year period, with one-third of the units vesting on each anniversary of the grant date. The RSUs and PRSUs are subject to the terms of the applicable grant award agreement and the LTI Plan, as determined by Zimmer Biomet in its sole discretion. We anticipate the grant date of these awards will be the first trading day of the month following your Commencement Date.

d) **Long Term Incentive Loss Award**

Subject to your submission of documentation acceptable to the Company and subject to the requisite Zimmer Biomet approvals, Zimmer Biomet will award you a one-time long-term incentive RSU grant with a grant date fair value of approximately US$565,000 (this includes equity buyout of prior employer equity including 2026 grant of US$211,000 as well as 2024 and 2025 LTI grants) under the terms of the company's equity plans, in recognition that you may incur an equity loss due to changing employment. The RSUs will vest over a three-year period, with one-third of the units vesting on each anniversary of the grant date, and are subject to the terms of the applicable grant award agreement and the LTI Plan, as determined by Zimmer Biomet in its sole discretion. In no event are you entitled to such equity awards until Zimmer Biomet delivers fully executed grant award agreements to you.

e) **Tax Equalization and Relocation Reimbursement**

You are eligible for a cash payment of US$313,000, less applicable tax withholding (US$50,000 for relocation and US$263,000 for tax equalization repayments) that will be advanced to you within sixty (60) days of the Commencement Date. You agree that you will not earn (and have no entitlement to) the payment until after the date that is twenty-four (24) months after your Commencement Date. If prior to the date that is twenty-four (24) months after your Commencement Date you voluntarily leave your employment with the Company or your employment with the Company is terminated for cause, you have no entitlement to the payment and you will repay the full gross amount of the payment that was advanced to you, within thirty (30) days following the termination of your employment.

5.3 Zimmer Biomet reserves the right to, at its sole discretion, modify, amend, or terminate any and all the provisions of any Incentive Plan, and establish rules and procedures for its administration.

5.4 No entitlement to a bonus shall accrue until the bonus payment date. Receipt of a bonus in one year is not a guarantee of future bonus payments or amounts.

6 Conflicts of Interest

6.1 Prior to commencing your employment you must, in accordance with the Company's Conflicts of Interest Policy, disclose the following:

(a) any Close Personal Relationship you have with any Company employee if: (1) one of the two of you would be in the reporting line of the other; (2) one of you would act as the other's supervisor, manager or lead, whether or not the two of you would share a formal reporting line; (3) one of you is in a Corporate gatekeeping function (e.g., Legal, Compliance, Finance, Internal Audit, Human Resources, Trade Compliance); or (4) one of you is on the country or regional leadership team or otherwise is or will be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a contracted staff person assigned to work for Zimmer Biomet or with any other Zimmer Biomet contractor; and

(b) any Close Personal Relationship or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professional/s or other Public Official/s, or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner) that might interfere or appear to interfere with your employment for Zimmer Biomet.

Human Resources and/or Compliance will determine whether the disclosed relationship poses an actual or potential conflict of interest, and if so, what will be done to address the conflict.

6.2 For purposes of this Clause 6:

(a) a *Close Personal Relationship* is defined as a parent, sibling, child, grandparent, or grandchild, whether by birth or adoption; a similar step- and half- relative or in-law; a spouse or domestic partner; or an individual with whom the Team Member is involved in a romantic and/or sexual relationship;

(b) a *Healthcare Professional* is defined as an individual, entity, or employee of such entity, within the continuum of care of a patient, which may purchase, lease, recommend, use, prescribe, or arrange for the purchase or lease of Zimmer Biomet products and services; and

(c) a *Public Official* is defined as any officer, agent, or employee or any person acting for or on behalf of: (1) a government, including any legislative, administrative, or judiciary branch of such government; (2) any department, agency, or instrumentality of a government, including wholly or majority state-owned or controlled enterprises; (3) any public international organization, such as the United Nations or World Health Organization; (4) a political party (including the political party itself); or (5) any candidate for political office.

7 Governing Law

This Agreement and your employment by the Company shall be governed by the laws of Singapore, and you submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters relating to this Agreement and/or your employment.

Should the terms and conditions set out in the Agreement be acceptable to you, please indicate your acceptance by signing on the duplicate of this Agreement and returning the same to the Company, for the attention of the undersigned within **7 days** of the date of this Agreement, failing which this offer of employment will lapse and be void.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. For the purposes of this Agreement, a signed copy of a facsimile or a scanned version shall be valid and enforceable as an original and binding on the parties.

My colleagues and I look forward to you joining Zimmer Pte. Ltd.

Yours sincerely,

/s/ Ivan Tornos
Ivan Tornos
Chairman, President and CEO

ACCEPTANCE

I have read and agree to the terms and conditions set out above in this Agreement and do hereby accept the Company's offer of employment on such terms and conditions.

/s/ Chintan Desai	25/3/26
Chintan Desai	Date

Schedule

Additional Terms and Conditions of Employment

1. Probation Period

1.2 The first **six (6) months** of your employment will be treated as a probationary period. Such period may be reduced or extended by the Company at its discretion.

1.3 During the probationary period and without prejudice to paragraph 8.2 of this Schedule, either party may terminate your employment by giving to the other party not less than thirty (30) days' prior written notice, provided that the Company shall be entitled to terminate your employment immediately or with such shorter period of notice than that stipulated above by giving you written notice, in which case the Company will pay to you a sum equal to your gross monthly salary in respect of the period or balance of the period of notice that is otherwise required to be given.

1.4 If you complete your probation to the satisfaction of the Company, you will be confirmed in your position, and the probationary period will count as part of your length of service with the Company.

2. Hours of Work

2.2 Your usual business hours shall be in accordance with the Company's prevailing practices, which are currently 8.30 am to 5.30 pm, Monday to Friday, with a one-hour lunch break.

2.3 However, should the exigencies of your duties and responsibilities require, you are expected to work beyond the usual business hours to fulfil your duties, and you will not be entitled to be paid any additional compensation for work performed outside usual business hours.

3. Place of Work

3.2 You shall generally perform your duties at the Company's office in Singapore. You will, from time to time and in the performance of your duties, be required to travel to places whether in or outside Singapore by such means and on such occasions as the Company may from time to time require.

3.3 The Company may require you (as part of your duties of employment) to perform duties or services not only for the Company but also for any of its outlets, departments, officers, branches or its related corporations where such duties or services are of a similar status to or consistent with your position with the Company. You may be required to provide services to any of the Company's outlets, departments, officers, branches or its related corporations by way of assignment or secondment. However, notwithstanding any such assignment or secondment, you shall remain employed by the Company alone.

4. Duties

4.2 Your primary duties are to serve as President of Zimmer Biomet's Asia Pacific region, with responsibility to oversee all operations in such region. Additionally, you will assume such position(s) and office(s) in the Company and/or its related corporations as the Company may request, and report to such person as the Company may inform you from time to time. During your employment with the Company, the Company may assign to you such position, duties, roles and other departments as the Company may from time to time consider appropriate.

4.3 You must perform all acts, duties and obligations and comply with such orders as may be designated by the Company and which are reasonably consistent with your job title.

4.4 During your employment with the Company, you must:

(a) use your best endeavours to promote and protect the interests of the Company and its related corporations;

(b) faithfully and diligently perform all duties assigned to you by the Company from time to time in good faith;

(c) comply with such policies and guidelines of the Company, as established and amended from time to time, which may be applied to the Company's employees including but not limited to, the provisions set out in the current employment handbook of the Company, if any (the **Employment Handbook**);

(d) comply with all rules, regulations and guidelines laid down by any relevant authority and/or regulatory body;

(e) refrain from any conflict of interest arising in relation to your employment with Company, including:

  (ii) not accepting from any person employed by the Company or having any business dealings with the Company any gift, monetary or otherwise, which may place you under any real or apparent obligation to such person;

  (iii) not at any time making improper use of information you have acquired by virtue of your position within the Company to gain any advantage for yourself or for any other person to the detriment of the Company, whether directly or indirectly;

  (iv) not at any time allowing yourself to be placed in a position where your personal interests might conflict with your duties and obligations in this Agreement, whether directly or indirectly; and

  (v) not be directly or indirectly engaged, interested in or undertake in whatever capacity and whether for reward or gratuitously, any employment, trade, business, office or work whatsoever otherwise than in respect of your duties to the Company, or retain any fee, except with the written consent of the Company; and

(f) devote yourself exclusively to the business of the Company and shall personally attend thereto at all times during the usual business hours.

5. Benefits

5.2 You shall be entitled to benefits in accordance with applicable Company policies and/or as set out in the Employment Handbook, including the benefits set out in **Annexure A** to this Agreement.

5.3 Any benefits which you receive in excess of your statutory entitlements are provided by the Company on a discretionary basis, and are not contractual entitlements unless expressly stated.

5.4 The Company reserves the right to terminate, substitute other benefits for these benefits, amend the scale of benefits, revise, supplement, modify, suspend or discontinue any plans, policies, or benefits as it deems appropriate, at its sole and absolute discretion. If any benefit provider (including but not limited to any insurance company) refuses for any reason (whether based on its own interpretation of the terms of the policy or otherwise) to provide any benefits to you, the Company shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

5.5 You are responsible for ensuring that you are aware of the terms of the benefit schemes applicable to you. For the avoidance of doubt, your entitlement is limited to the entitlement under the terms of the benefit scheme policies as amended from time to time.

5.6 In relation to any insurance benefit, the Company shall not be under any implied or express obligation to make any payment to you, unless and to the extent that it has already received payment from the insurance company, and it shall not be obliged to take proceedings against the insurance company if they reject or partially accept a claim. It is your responsibility to co-operate with the Company and the insurance company to provide medical and other information requested and to comply with any terms of the policy which affect you. For the avoidance of doubt, the benefit is limited to the amount payable under the terms of the policy and the insurer's decision in that respect is final.

5.7 in addition to the benefits set out in Annexure A, the Company may in some circumstances provide you with product samples and/or equipment such as a laptop computer, tablet or other device to assist you in the performance of your duties. You are responsible for the care and security of all such Company property. If any item of such Company property is lost or damaged while in your control (other than as a result of reasonable wear and tear) you may be required to repair or replace it at your own expense. At the time of termination of your employment with the Company, or at any time on request by a person authorised by the Company, you will immediately deliver up to the Company all property of any description belonging to the Company and/or its related corporations which is in your possession, power or control, which is physically capable of delivery.

6. Taxation

6.2 You shall be responsible to pay all taxes which may be levied or assessed on any sums paid and/or other benefits provided to you by the Company.

6.3 Without prejudice to Clause 2.3 of the Letter, any payment from the Company to you shall be subject to any and all withholding and other taxes leviable and the Company shall in such case be entitled to deduct or retain the amount of such tax from the sum payable to you.

7. Code of Business Conduct and Ethics

7.2 You will be governed by, and must comply with, the terms of the Company's policies and the Company's Code of Business Conduct and Ethics, all of which may from time to time be varied and/or amended by the Company.

7.3 You will be required to read and sign the prevailing Code of Business Conduct and Ethics, as annexed hereto as Annexure C. Your signature to the Code of Business Conduct and Ethics shall mean that you have read and agreed to abide by the rules governing your conduct, as set out in the Code of Business Conduct and Ethics.

8. Termination of Employment

8.2 After you have completed probation and without prejudice to paragraph 8.2 below, either party may terminate your employment by giving to the other party not less than three (3) months' prior written notice, provided that the Company shall be entitled to terminate your employment immediately or with such shorter period of notice than that stipulated above by giving you written notice, in which case the Company will pay to you a sum equal to your gross monthly salary in respect of the period or balance of the period of notice that is otherwise required to be given.

8.3 Notwithstanding anything contained herein, the Company shall be entitled to terminate your employment immediately by giving you written notice of termination and without any compensation whatsoever if:

(a) you commit any act of dishonesty or fraud;

(b) you are convicted of any criminal offence other than an offence which in the Company's opinion does not affect your position within the Company or affect the reputation of the Company;

(c) you are found to have committed any misconduct or neglect in the discharge of your duties hereunder;

(d) you commit any breach of any of the terms and conditions in this Agreement, or any regulations or rules generally applying to the Company's employees as may be introduced by the Company from time to time;

(e) you commit any breach of any code of conduct, rules or regulations under applicable laws as set forth by all relevant regulatory agencies, exchanges and self-regulatory bodies relevant to you and/or the Company's business;

(f) any information provided by you to the Company prior to the Company making you this offer in connection with your employment by the Company is found to be false, misleading or incorrect;

(g) you continuously absent yourself from work for more than 2 contractual working days without approval or reasonable excuse, or without informing or attempting to inform the Company for such absence; or

(h) you behave in any manner which, in the Company's sole opinion, justifies such termination.

9. Garden Leave

9.2 Nothing in this Agreement shall be construed as imposing on the Company any obligation to provide work to you or that you have the right to perform any work for the Company.

9.3 After notice to terminate your employment has been given by the Company or you, the Company may in its absolute discretion, for all or part of the notice period (**Garden Leave Period**):

(a) relieve you of any of your duties;

(b) assign to you reduced or alternative duties;

(c) prohibit contact and/or dealings between you and clients, customers and/or such employees of the Company as the Company may in its absolute discretion determine; and/or

(d) exclude you from any offices of the Company.

9.4 During the Garden Leave Period, you will be entitled to receive your usual pay and all contractual benefits. You must remain readily contactable and available for work during the Garden Leave Period. If so requested, you shall report for work at such time and place as the Company may require.

9.5 Any unused annual leave accrued at the commencement of Garden Leave and any annual leave accrued during Garden Leave will be deemed to be taken by you during Garden Leave to the fullest extent possible under applicable law.

9.6 Such action taken by the Company as provided in paragraph 9.2 shall not constitute a breach of this Agreement nor shall you have any claim against the Company in respect of such action.

10. Retirement Age

10.2 Your employment shall automatically terminate when you reach the prescribed minimum retirement age as may for the time being be prescribed by the Retirement and Re-employment Act 1993.

11. Intellectual Property

11.2 In this paragraph 11:

(a) **Works** shall mean methods, prototypes, works of authorship, mask works, drawings, logos, developments, concepts, documents, articles, reports, ideas, programs, processes, systems, discoveries, inventions, improvements and/or any other materials whether or not patentable, copyrightable or subject to other forms of protection.

(b) **Intellectual Property Rights** shall mean all copyright, patents, trademarks, service marks, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

11.3 You hereby agree and acknowledge that all rights, title, or interest (including Intellectual Property Rights) in and to any and all Works made, created, developed, written, reduced to practice, produced or conceived by you, in whole or in part, alone or in conjunction with others: (i) during the term of employment with the Company and within the scope or in the course of your employment with the Company; (ii) with the aid, assistance or use of the Company's resources, equipment, supplies, facilities or Confidential Information; and (iii) as a result of or in connection with any work, services or duties performed by you for the Company (herein all such rights, title and interest to be collectively known as the **Company's Rights** and all such Works collectively the **Company Works**) shall vest and remain at all times in the Company and remain the sole property of the Company.

11.4 You hereby assign to the Company all such Company's Rights to which you may at any time after the date of this Agreement be entitled by virtue of or pursuant to any of the laws in force in any part of the world, for the full period of the protection of such Company's Rights including all renewals, reversions and extensions. You further agree that all materials, documents or computer media containing, comprising or which are necessary for the use of the Company's Rights are the property of the Company.

11.5 You will, without royalty or other consideration: (i) inform the Company promptly and fully of all Company Works in writing with a detailed description of each of the Company Works; (ii) keep and maintain complete and accurate written records regarding such Company Works, in such media and format as may be specified by the Company. You confirm that such records shall be the sole property of the Company; and (iii) co-operate fully with the Company, to do any and all acts and to execute at the Company's request and expense, any and all applications, assignments, or other documents relating to any Company Works and the process of obtaining any patents or other protection for any Company Works to effect, perfect, record or register the assignment of, or to protect or enforce any of, such Company's Rights, provided that if you should fail following fourteen (14) days' notice from the Company to perform any act or execute any document as aforesaid, the Company shall have the right to do so in your place and stead as your lawfully appointed attorney and you undertake to confirm and ratify and be bound by any and all the actions of the Company pursuant to this paragraph 11 and such authority and appointment shall take effect as an irrevocable appointment.

11.6 You shall not, at any time or in any way question, dispute, infringe or do any act inconsistent with the Company's ownership of the Company's Rights.

11.7 You hereby represent, warrant and undertake that:

(a) the Company Works are or shall be your original work and that you did not and will not copy wholly or substantially from any other Works or material of any third party (unless instructed otherwise by the Company);

(b) the Company Works or any part thereof do not and will not utilize or infringe any Intellectual Property Rights of any third party or give rise to any liability to pay royalty or other compensation; and

(c) you have not and will not grant or assign the Company's Rights or any part thereof to any third party whatsoever in any part of the world.

11.8 You hereby irrevocably and unconditionally waive any and all moral rights that you may have in respect of the Company Works under the Copyright Act 2021 or similar legislation in any jurisdiction and any other moral rights to which you are or may become entitled to under any legislation now existing or in future enacted, anywhere in the world, in respect of the Company Works.

12. Confidentiality

12.2 In paragraphs 12 and 13 of this Schedule:

(a) **Parent** means an entity which is a holding company of or holds a controlling interest in the Company; and

(b) **Affiliates** means a subsidiary of the Company or the Parent of Company or a company over which Company or any holding company of Company has control;

and the definition of each of Company, Parent and Affiliates, includes any of their successors-in-interest, including, but not limited to, Zimmer Biomet Holdings, Inc.

12.3 Subject to paragraph 12.3 of this Schedule, the term **Confidential Information** means any and all of the Company's and Parent's and Affiliates' trade secrets, confidential and proprietary information and all other information and data of the Company, Parent and Affiliates whether in oral, demonstrative, written, electronic, graphic or machine readable form, contained in any document, manual, diskette, CD-ROM, website, web page, forum or any other medium or storage media, including but not limited to:

(a) all operational and/or commercial information, knowhow, processes, organizational information, trade secrets, marketing, sales, advertising information, and business plans and strategies such as lists of actual or potential customers, customer preference data, marketing and sales techniques, efforts and data, merchandising systems and plans, confidential customer information including identification of purchasing personnel, account status, needs and ability to pay, product development and delivery schedules, market research, techniques, overall pricing strategies, the specific advertising programs and strategies utilized, merger, acquisition and expansion information, information concerning methods of operation, divestiture information and competitive information pertaining to the Company's, Parent's and Affiliates' distributors and the success or lack of success of those programs and strategies;

(b) all human resource and all information relating to the Company's, Parent's and Affiliates' staff such as personnel and salary data;

(c) all financial information and/or contractual arrangements, information regarding the Company's, Parent's and Affiliates' products and services, forecasts, accounting and tax records such as product costs, supplier information, overhead costs, profit margins, budgets, and pricing policy practices;

(d) all technical information, product specifications, compounds, formulas, drawings, data, manuals and all instructions, source codes, object codes, diagrams, work flow information, specifications, configurations, improvements, discoveries, developments, designs, inventions, techniques, new products and surgical training methods;

(e) all information relating to and/or contained in the Company's, Parent's and Affiliates' computer systems, including hardware, software, data and documentation;

(f) all information which the Company, Parent and Affiliates is obliged to maintain as confidential;

(g) all information that is generally understood to be confidential due to the nature of the information or circumstances under which it is provided;

(h) all information which you know or have reason to know is confidential; and

(i) all other information, data and/or materials which are marked as ***confidential***, ***proprietary*** or similar notation if provided in tangible form, or identified as confidential at the time of disclosure if provided orally,

and all copies and reproductions of the foregoing, whether or not owned or developed by the Company.

12.4 **Confidential Information** shall not include information which: (i) is/was rightfully in your knowledge and possession prior to disclosure to you by the Company, Parent or Affiliates, provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by the Company, Parent or Affiliates; or (ii) you can prove to have already been in the public domain or to have become part of the public domain at a future date otherwise than as a result of your breach of the terms of this Agreement.

12.5 You hereby agree that you shall use the Confidential Information solely for the purposes of your duties during your employment with the Company (**Authorised Purpose**) and to keep the Confidential Information in strictest confidence and not to disclose or permit the disclosure of any Confidential Information to any person, without the Company's prior written consent.

12.6 You hereby warrant that you will not:

(a) disclose, transfer, or use (or seek to induce others to disclose, transfer, or use), make available, disseminate, market, resell any Confidential Information or any associated documentation or any modification of the same directly or indirectly to any third party;

(b) reproduce or cause to be reproduced the Confidential Information or any associated documentation or any part thereof unless such reproduction is strictly necessary for the Authorised Purpose;

(c) disclose or publish the Confidential Information or any information regarding the scope or functions of your duties, the skills and compensation of other employees of the Company, Parent and Affiliates as well as employment terms and conditions relating to your employment and other employees or personnel of the Company, Parent and Affiliates, in any part of the world or assist or permit others to do so; and/or;

(d) release any Confidential Information to the press or media or any representative thereof, at any time.

12.7 You shall forthwith notify the Company immediately in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information or upon having reasonable grounds for suspecting any unauthorised disclosure, transfer, or use of Confidential Information or of any misappropriation or misuse by any person of any proprietary or confidential information of the Company, Parent or Affiliates, or any other breach of the provisions of this Agreement.

12.8 You warrant that you:

(a) are not bound by the terms of a confidentiality agreement or any other legal obligation which would either preclude or limit you from disclosing or using any of your ideas, inventions, discoveries or other information or otherwise fulfilling your obligations to the Company;

(b) shall take sufficient procedures, protection and measures and continue to keep such procedures, protection and measures in place, in order to maintain the confidentiality and protect Confidential Information from unauthorized disclosure, transfer, or use; and

(c) shall implement and abide by all procedures adopted by the Company to prevent unauthorized disclosure, transfer, or use of Confidential Information.

12.9 Immediately upon termination of your employment with the Company, you shall return to the Company or delete, purge, or destroy (as may be directed by the Company in writing) any and all of the Company's property relating to the Company's business, including without limitation all of the Company's property which is in the possession, custody, or control of you, such as notes, drawings, photographs, manuals, documents, hard copy files, copies of documents, electronic information/files and other materials which contain or relate to the Confidential information in whatever form, without retaining any copies or excerpts thereof in any form whatsoever. If requested by the Company, you shall confirm to the Company in writing, the return or destruction of such materials, documents, media and all copies thereof.

12.10 You acknowledge that the right to retain and/or use the Confidential Information shall terminate forthwith upon termination of your employment with the Company and/or upon the Company's written demand and you shall thereupon immediately cease to use the Confidential Information. It is expressly agreed that no termination of the right to retain and/or use the Confidential Information shall release or discharge you from complying with any of the obligations provided in this Agreement.

12.11 This paragraph 12 shall survive the termination of your employment and continue to apply without limit in time.

13. Non-Competition

13.2 You acknowledge that in addition to obtaining access, use or knowledge of Confidential Information of the Company, Parent and Affiliate and the information, materials and assets which are referred to in paragraph 12 of this Schedule, you have or will obtain personal knowledge of and influence over customers, clients and/or employees (as applicable) of the Company, Parent and/or Affiliates during the course of your employment. You agree that such information, materials, assets and influence are important and proprietary to the Company. To protect all of these interests of the Company, you hereby agree with the Company that you will be bound by the covenants set out in Annexure B to this Agreement.

13.3 While the aforesaid covenants set out in Annexure B to this Agreement are considered by the Company and you to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the Company's legitimate interests but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in any particular manner, then the said restrictions shall apply with such deletions, restrictions or limitations, as the case may be.

13.4 If at any time during your employment, you receive an offer of employment from, or an offer to enter into some business relationship with, a competitor of the Company, Parent and/or Affiliates, you shall immediately inform the Company before your acceptance of such offer.

13.5 Upon the termination of employment with the Company, you shall not represent yourself as being in any way connected with the businesses of the Company, Parent and/or Affiliates.

14. Injunctive Relief

14.2 You hereby agree that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of the Company and further that any violation thereof would result in irreparable harm and loss to the Company. You further acknowledge and agree that monetary damages would not be a sufficient remedy for any breach of the terms of this Agreement and that the Company shall be entitled to obtain injunctive and other legal or equitable relief against you for your breach or threatened breach of the provisions of this Agreement.

15. Disclosure of Personal Information

15.2 You shall read and sign the attached Personal Data Protection Notice provided by the Company in Annexure D which includes the purposes for which your personal data is processed and the classes of third parties to whom the Company may disclose your personal data.

15.3 You hereby consent that the Company and/or its related corporations and/or any third party service provider engaged by the Company and/or its related corporations from time to time may transfer and process any personal data and sensitive personal data (in manual, electronic or other form) relating to you or provided by you to the Company for any purpose, within or outside Singapore, as the Company considers fit at its discretion.

15.4 You acknowledge and give consent to the Company monitoring, intercepting, reviewing and accessing your telephone log, internet usage, voicemail, e-mail and other communication facilities provided by the Company which you may use during your employment.

16. Policies and Procedures

16.2 In addition to the terms and conditions set out in this Agreement, your employment shall be subject to the Employment Handbook and such instructions, guidelines, procedures, policies and regulations which may from time to time be prescribed, introduced, varied and/or amended by the Company, and all applicable laws. In the event of a conflict between the terms of the Employment Handbook, instructions, guidelines, procedures, policies and regulations, and the terms of this Agreement, the terms of this Agreement shall prevail.

17. Notices

17.2 Any notice required to be served by the Company to you hereunder may be served personally or by post to your address stated above or your last known place of abode, and such notice shall be deemed to have been served upon receipt if served personally or at the time at which the letter would be delivered in the ordinary course of post.

17.3 Any notice required to be served by you to the Company hereunder shall be in writing and delivered personally to, or by post to the Company's address stated above for the attention of, your direct reporting supervisor and the Company's Human Resource Department.

18. Miscellaneous

18.2 This Agreement supersedes all other agreements between you and the Company and you hereby acknowledge that you are not entering into this Agreement in reliance on any representation other than those set out in this Agreement.

18.3 The various provisions in this Agreement are severable and if any provision is held to be invalid or unenforceable by any court, such invalidity and/or unenforceability shall not affect the remaining provisions in this Agreement which remain valid and enforceable.

18.4 For the avoidance of doubt, this Agreement will continue to apply to your employment with the Company notwithstanding any change to your position, duties, remuneration, reporting lines, location or status, unless or until it is replaced in writing by agreement between the parties.

18.5 Nothing in this letter shall operate to diminish, limit, reduce or otherwise prejudice the Company's rights or remedies under all applicable laws.

18.6 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this letter.

Annexure A

<u>BENEFITS</u>

<table>
<tr>
<td>Annual Leave</td>
<td>
Upon completion of 3 months' service, you shall be entitled to annual leave of 25 days for each complete year of service, such annual leave accruing on a pro-rata basis throughout such year.
All annual leave shall be taken at the convenience of the Company or at such times as the Company may specify. The Company may in its absolute discretion rescind its approval for any annual leave applied for where the exigencies of work so require. Any unconsumed annual leave entitlement for any one year may be carried forward to the following year. All annual leave that is carried forward must be consumed by end of December of the following year, failing which, all annual leave carried forward shall be forfeited without compensation in respect thereof, subject to applicable law.
Unless the Company approves or requires otherwise, annual leave may not be used to set off any part of the notice period referred to in paragraph 1.2 or 8.2 of the Schedule.
In the event of excess annual leave taken by you prior to the date of termination of your employment, such excess annual leave taken shall be considered as unpaid leave and deducted from your last payroll.
</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>
If you have served the Company for less than 6 months, you are entitled to the number of days of sick leave and hospitalisation leave in accordance with the table below:
<table>
<tr><th>No. of months of service completed of a new employee</th><th>Paid Outpatient sick leave (days)</th><th>Paid hospitalisation leave (days) (inclusive of Outpatient Sick Leave entitlement)</th></tr>
<tr><td>At least 3 months but less than 4 months</td><td>5</td><td>15</td></tr>
<tr><td>At least 4 months but less than 5 months</td><td>5 + 3 = 8</td><td>15 + 15 = 30</td></tr>
<tr><td>At least 5 months but less than 6 months</td><td>8 + 3 = 11</td><td>30 + 15 = 45</td></tr>
</table>
If you have served the Company for at least 6 months, you are entitled to an aggregate of 14 days' paid sick leave in any one calendar year where no hospitalisation is required, or 60 days' paid sick leave where hospitalisation (inclusive of Outpatient Sick Leave) is required.
An employee is deemed to be hospitalised if he/she is certified by a doctor to be in need of hospitalisation. He does not necessarily have to be warded in a hospital.
Each claim for sick leave must be accompanied by a medical certificate issued by a registered medical practitioner and approved by your immediate superior.
</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>You shall be entitled to Singapore Government's Gazetted general holidays with full pay. If any of the days specified in the list of gazetted public holidays should fall on a Saturday (non-working day) or Sunday, the working day</td>
</tr>
</table>

Zimmer Pte Ltd

401 Commonwealth Drive, #06-03 Haw Par Technocentre, Singapore 149598
Tel: (65) 6854 7222 Fax: (65) 6472 6657 UEN: 198201948K

	following immediately thereafter shall normally be considered as a holiday in substitution.
Medical/Hospitalisation Benefits	You will be provided with medical benefits and you will be eligible to participate in the Group Hospitalization and Surgical Plan, in accordance with the terms of the Company policy, Employment Handbook and underwriting requirement by insurer. Details of the extent of the coverage and the benefits are available from the Company. The Company reserves the right to withdraw the coverage and/or benefits available, and/or to modify such coverage and/or benefits at any time at its sole discretion.
Group Term Life, Personal Accident and Business Travel Assurance	You will be eligible to participate in the Company Group Term Life, Personal Accident and Business Travel Assurance, in accordance with the terms of the Company policy, Employment Handbook and underwriting requirement by insurer. Details of the extent of the coverage and the benefits are available from the Company. The Company reserves the right to withdraw the coverage and/or benefits available, and/or to modify such coverage and/or benefits at any time at its sole discretion.
Zimmer Biomet Employee Stock Purchase Plan	You will be eligible to participate in the Company Employee Stock Purchase Plan in effect during your employment. The Company reserves its right to modify, amend, or terminate any and all the provisions of the Plan, and establish rules and procedures for its administration, at its discretion and without notice.

Annexure B

COMPETITIVE ACTIVITY

Pursuant to paragraph 13 of the Schedule, you hereby undertake and agree to be bound by the terms set out in this Annexure B.

1. DEFINITIONS

1.2 **Competing Business** means any business involving the researching, development, manufacturing, distribution, sale, marketing and/or commercial exploitation of any of the Competing Products;

1.3 **Competing Products** means any orthopaedic product, process, or service and any dental reconstructive implant, spine implant, and trauma product; and/or any new product formulation, product modification, and/or product improvement which Company, Parent and/or Affiliate researched, developed, manufactured, marketed, distributed, and/or sold at the Termination Date and which you had worked in conjunction with or obtained technical knowledge of during the 12 months prior to the Termination Date**;**

1.4 **Restricted Area** means (i) Singapore; and (ii) all other countries, territories, or states in which you had worked in during the 12 months prior to the Termination Date;

1.5 **Termination Date** means the date of termination of your employment with the Company.

2. NON-COMPETE AND NON-SOLICITATION

2.2 You will not, during the term of your employment with the Company and during the period of 12 months after the Termination Date and within the Restricted Area, directly or indirectly:

(a) be employed in;

(b) be engaged or concerned in the conduct of;

(c) carry on, for your own account or for any other person or otherwise in any capacity whatsoever;

(d) assist any person, with technical advice in relation to; or

(e) otherwise be interested in,

any business which is a Competing Business, or is or is about to be in competition with any other business of the Company, Parent and/or Affiliate being carried on by such company at the Termination Date, provided that you were concerned or involved with that business to a material extent in the course of your employment at any time during the 12 months prior to the Termination Date.

2.3 You will not, during the term of your employment with the Company and during the period of **12 months** after the Termination Date and within the Restricted Area, directly or indirectly:

(a) canvass, solicit, deal with or otherwise accept, in competition with the Company, Parent and/or Affiliate, either on your own behalf or for or with any other person, any person who, at any time during the 12 months prior to the Termination Date, was:

(i) a customer or client of, or in the habit of dealing with; or

(ii) at the Termination Date, in negotiation with the Company with a view to dealing as a customer or client with,

the Company, Parent and/or Affiliate and in respect of whom you had access to confidential information or with whose customer or business you were personally concerned or whose customer or business employees reporting directly to you were personally concerned; or

(b) by any other means, seek to conduct a business which is in competition with any business of the Company, Parent and/or Affiliate being carried on by such company at the Termination Date, which business you were concerned or involved with to a material extent in the course of your employment at any time during the 12 months prior to the Termination Date, with any person who, at any time during the 12 months prior to the Termination Date, was:

(i) a customer or client of, or in the habit of dealing with; or

(ii) at the Termination Date, in negotiation with the Company with a view to dealing as a customer or client with,

the Company, Parent and/or Affiliate and in respect of whom you had access to confidential information or with whose customer or business you were personally concerned or whose customer or business employees reporting directly to you were personally concerned.

2.4 You will not, during the term of your employment with the Company and during the period of 6 months after the Termination Date and within the Restricted Area, directly or indirectly, solicit, entice or attempt to entice away from the Company, Parent and/or Affiliate, or advise or recommend to any other Competing Business that they employ or solicit for employment, either on your own behalf or for or with any other person, any person:

(a) who was an employee, senior employee, director, officer, agent, consultant or associate of the Company, Parent and/or Affiliate at the Termination Date; and

(b) who had been an employee, senior employee, director, officer, agent, consultant or associate of the Company, Parent and/or Affiliate at any time during the 12 months prior to the Termination Date and with whom you had worked closely at any time during that period.

Annexure C

CODE OF BUSINESS CONDUCT AND ETHICS

Please acknowledge receipt & agreement of
Zimmer Biomet Code of Business Conduct and Ethics

/s/ Chintan Desai

Chintan Desai

Zimmer Pte Ltd

401 Commonwealth Drive, #06-03 Haw Par Technocentre, Singapore 149598
Tel: (65) 6854 7222 Fax: (65) 6472 6657 UEN: 198201948K

Annexure D

PERSONAL DATA PROTECTION NOTICE (ENGLISH VERSION)

Zimmer Biomet Holdings Inc, and its subsidiaries and affiliates are committed to the protection of the employees' personal data and privacy. This Personal Data Protection Notice (**Notice**) explains how Zimmer Pte Ltd (**Company**) collects and handles its employees' personal data in Singapore. Please note that the Company may amend this Notice at any time without prior notice and any such amendment will be notified via the Company's website or by email.

This Notice is intended to comply with the personal data protection and privacy law applicable in Singapore (**Privacy Law**). Applicable Privacy Law includes the *Personal Data Protection Act* 2012. However to the extent of any inconsistencies between this Notice and the applicable Privacy Law, the Privacy Law takes precedence.

1. Definitions

Personal data means any information which relates to the employees (including the employees' family member details) and which was collected or provided to the Company for the purposes stated in Section (2) below.

Personal data may include the employees' name, contact details, race, religion, address, any other information provided by the employees in their curriculum vitae, social security organisation number, provident fund number, personal income tax number, details of identification documents, academic and previous employment record, professional related information, medical or health condition, information in audio / video format (including voice, closed circuit television or security recordings), images (including photographs), location tracking or global positioning system information, criminal records and bankruptcy status.

employee in this Notice includes trainees, interns, consultants, contract workers, secondees and other similar persons where applicable.

Group Companies includes any entity within the Zimmer Biomet group of companies, including an entity which is a holding company of or holds a controlling interest in the Company, and a subsidiary of the Company or of the parent of the Company or a company over which the Company or any holding company of the Company has control; and includes any of their successors-in-interest, including, but not limited to, Zimmer Biomet Holdings, Inc.

(1) Personal data

1.1 Source of personal data

The Company collects the employees' personal data directly from the employees (for example, through the employment application form, personal particulars declaration form, offer of employment, secondment letter or curriculum vitae submitted to the Company via e-mail, to the Company's website or through physical copies) or indirectly from recruitment agents, referees and searches carried out or information obtained from any regulatory or credit reporting agencies.

1.2 Obligatory personal data

All personal data requested from the employees are obligatory to be provided by the employees unless stated otherwise.

Should the employees fail to provide the obligatory personal data, we may be unable to process and administer the relevant employment related transactions (such as leave confirmation, benefits confirmation and insurance claims).

(2) Purposes of collecting and further processing (including disclosing) the employees personal data

Employees' personal data is collected and further processed by the Company as required or permitted by law and for employment related purposes, including the following:

- to process matters relating to the employees' claims and benefits;
- to process employment related applications;
- human resource planning and analysis of the Company's human resource related practices;

- succession planning and business continuity plans;
- reorganization and restructuring exercises;
- to ascertain and review salaries, benefits, bonuses and incentives;
- consideration for career progression and career growth;
- to conduct internal assessments on the employees' compliance with the Company's internal policies;
- to conduct human resource related surveys;
- to provide the employees with training or other human resource development program;
- to facilitate the employees' secondment and transfer within the Company and/ or the related companies;
- to process the employees' payroll;
- to evaluate the employees' performance;
- to resolve workplace disputes and assess disciplinary action (in respect of internal investigations, audit or security purposes);
- to comply with relevant legal obligations and reporting obligations under applicable laws and regulations;
- for the Company's internal records management;
- to facilitate the employees participation in any contest, event and / or membership program;
- for internal investigations, audit or security purposes;
- to communicate employment opportunities within the Company and the Group Companies
- to process other matters relating to the employees' employment (such as for training, events, functions and activities held by the Company for its employees); and
- to enforce the Company's rights under employment terms or other applicable laws or to defend the Company's rights under the law and/or to obtain legal advice.

It is the Company's policy to retain certain Personal Data of employees when the employees cease to be employed by the Company. Such data are required for any residual employment-related activities in relation to a former employee including, but not limited to the provision of job reference, processing applications for re-employment, matters relating to retirement benefits and allowing us to fulfil contractual or statutory obligations.

(3) Disclosure or transfer of personal data (within or outside of Singapore)

The employees personal data provided to the Company may be disclosed or transferred to the following classes of third parties (within or outside of Singapore as required under the law or pursuant to relevant contractual relationships (for example, where the Company appoint third party service providers) or for the purposes or directly related to the purposes stated in Section (2) above:

- entities within the Group Companies and outsourcing partners;
- potential or actual purchasers or successors-in-title of the business or share (wholly or in part) of the Company or any one of the Group Companies (including their advisers / representatives) as a result of a potential, proposed or actual sale of business, disposal, acquisition, merger or re-organization;
- the Company's authorized dealers, the Company's distributors and authorized suppliers;
- government departments or agencies, statutory authorities and industry regulators;
- any person to whom the Company is compelled or required to do so under the law or in response to a competent or government agency;
- the employees' current, past or prospective employers;
- education or training institutions and examining bodies;
- employment and recruitment agencies;
- banks, financial institutions and advisers;
- law enforcement agencies; and
- third parties appointed by the Company to provide services to the Company or on the Company's behalf (such as auditors, lawyers, company secretary services, professional advisers, printing companies, mailing companies, telecommunications companies, contractors, events or training organisers, insurance companies, information technology service providers, service providers providing services such as managing, administering and processing claims, benefits, payroll and other human resource related matters, travel agents, security companies and other advisers).

(4) Website

4.1 Links to other sites

Links to other sites are provided for the employees' convenience and information. These sites may have their own privacy statement in place and the Company does not control, recommend or endorse these sites and the Company will not be held responsible for these sites or their contents. As such, the Company encourages the employees to read the privacy policies of these sites.

4.2 Cookies

In processing the employees' information, a cookie, which is a text file placed into the memory of the employees' computer, may be used. The Company is able to use these cookies to identify the Company. The Company may be able to collect the following information during the employees visit to the Company's website and / or the fully qualified domain name from which the employees accessed the Company's site, or alternatively, the employees' internet protocol address:

- the date and time the employees accessed each page on the Company's web site;
- the URL of any webpage from which the employees accessed the Company's site (the referrer); and
- the web browser that the employees are using and the pages the employees accessed.

(5) Right to access and correct personal data

The employees have the right to access and correct their personal data held by the Company. The Company will make every endeavour to ensure the employee's personal data is accurate and up to date therefore the Company ask that if there are changes to the employees' personal data, the employees should notify the Company directly via the contact details provided in Section (6) below.

If the employees would like to access their personal data, or correct their personal data, please contact the Company at the details provided in Section (6) below.

(6) Limiting the processing of personal data, further enquiries and complaints

If:

- the employees would like to obtain further information on how to limit the processing of the employees personal data;
- the employees have any further query; or
- the employees would like to make a complaint in respect of their personal data,

The employees may contact the following:

Country	Contact Number	Postal Address	Email address / Fax
Singapore	+65 6854 7222	Singapore Data Protection Officer Zimmer Pte Ltd 401 Commonwealth Drive Haw Par Technocentre #06-03 Singapore 149598	Privacy.APAC@zimmerbiomet.com

(7) Conflict

In the event of any conflict between this English language Personal Data Protection Notice and its corresponding local language translation, the terms in this English language Notice shall prevail.

Change in Control Severance Agreement

This Change in Control Severance Agreement (“**Agreement**”) is made by and between Zimmer Pte. Ltd. (“**Employer**” or “**Company**” as the case may be) and **Chintan Desai** (“**Executive**”) (each, a “**Party**” and together, the “**Parties**”).

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 as described 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, 2026. Beginning on January 1, 2027, 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 Section 1, this Agreement will terminate on the Executive's retirement date (as set out in the Employment Agreement).

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). 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

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, 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 Section 3 are subject to the conditions stated in Section 4 below and shall be reduced in part or in their totality if and to the extent the Severance Payments were, at the time of their payment, to be deemed a golden parachute or similar arrangement prohibited 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.

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 giving of the Notice of Termination 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 giving of the Notice of Termination, less (b) the amount of any statutory payment to which the Executive is entitled related to any statutory notice period and (c) any mandatory statutory deductions and tax withholding, if applicable. 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 advance to the Executive an amount that is the estimate, as determined by the Company in good faith, of 90% of the payments payable to the Executive under Section 3.2(a) ("**First Payment**"). For the avoidance of doubt, the Executive is not entitled to the First Payment unless and until he has been provided with the Written Statement (defined below) and the final amount set out in the Written Statement exceeds the First Payment. If the final amount in the Written Statement is less than the First Payment, the Executive shall forthwith repay to the Company the difference between the final amount and the First Payment.

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

At the time that remainder of payment is made or should be 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 ("**Written Statement**").

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 of medical device companies in the industry.

4. The Executive's Covenants

4.1. Confidentiality, Non-Competition and Non-Solicitation Covenants

The Executive herewith acknowledges and affirms his continuing obligations under the confidentiality, non-competition and non-solicitation provisions of the Letter of Appointment that he executed and re-affirms his agreement to honor the obligations as set forth therein.

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 Deed of General Release in substantially the form attached to this Agreement as Annex 2. The Company shall issue a copy of the Deed of General Release to the Executive at the appropriate time, after which Executive will be given 30 days to consider the terms of the Deed of General Release. If the Executive does not return the executed Deed of 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.

4.3. Repayment of Severance Payments

The Executive's entitlement to receive the Severance Payments is further subject to, and conditional upon his compliance with, the following conditions:

(a) For 90 calendar days commencing on the date after the last day of the Executive's employment with the Company, the Executive shall make himself reasonably available to respond to inquiries from the Company and/or any of its affiliates, parent companies and subsidiaries, and its and their past and present officers, directors, employees, and agents (collectively, the "**Released Parties**") in relation to carrying out an orderly transition of business following the termination of the Executive's employment. These include (i) providing Company's General Counsel or his or her delegate two contact telephone numbers at which the Executive can be reached, either in person or by message, and updating that contact information within 24 hours if it changes; (ii) returning calls from the Released Parties no later than the end of the business day immediately following the date of the call; and (iii) providing information responsive to the request to the best of his ability. If the Executive fails to cooperate as described herein, the Executive is not entitled to any Severance Payment and shall, upon written request by the Company, repay to the Company any and all Severance Payments that he has received.

(b) The Executive shall provide complete and truthful information in response to all inquiries ("**Inquiries**") made by any of the Released Parties and any investigating authorities in connection with any governmental investigation of any of the Released Parties or litigation involving any of the Released Parties, and shall disclose to the Ultimate Parent Company's General Counsel or his or her delegate any and all concerns the Executive may have had arising from or related to his employment regarding potential material violations of applicable law and/or the Company's Code of Conduct. If it is later determined that the Executive knowingly provided materially misleading or untruthful information in response to any such Inquiries or failed to disclose during his employment any potential material violations of applicable law or the Company's Code of Conduct of which he was aware, the Executive is not entitled to any Severance Payment and shall, upon written request by the Company, repay to the Company any and all Severance Payments that he has received.

(c) The Executive shall cooperate with any and all Released Parties in response to governmental investigations. The Executive acknowledges that in connection with his job responsibilities with any of the Released Parties he may have obtained or been privy to information that could be relevant to its or their defense of Company-related lawsuits currently pending or which may be asserted against it or them. The Executive agrees to make himself reasonably available for providing such information and, to the extent necessary, testimony. The Company will reimburse any reasonable out-of-pocket expenses the Executive may incur in providing this cooperation and will compensate the Executive for time spent on such assistance at an hourly rate based on his base salary as of the Date of Termination, with time spent rounded to the nearest quarter hour for billing purposes. Any such payment will be reported to the Executive as required under applicable law, and the Executive agrees that he will be responsible for any resulting tax liability. If the Executive fails to cooperate as described herein, the Executive is not entitled to any Severance Payment and shall, upon written request by the Company, repay to the Company any and all Severance Payments that he has received.

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 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 Section 5, except that notice of change of address will be effective only upon actual receipt:

To the Company:

Zimmer Pte. Ltd.

Attention: Regional Vice President, Legal and Compliance, Asia Pacific

401 Commonwealth Drive #06-03 Haw Par Techno Centre, SG 149598, Singapore

With a copy to:

Zimmer Biomet Holdings, Inc.

Attention: Chief Legal and Corporate Affairs Officer

345 East Main Street, Warsaw, Indiana 46580, United States of America

Email: Legal.Americas@zimmerbiomet.com

To the Executive:

Chintan Desai

At the Executive's address on file with 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.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which when taken together will constitute one and the same agreement.

7. Governing Law and Jurisdiction

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

The Parties irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought in those courts and the Parties irrevocably submit to the jurisdiction of those courts.

8. Third Party Rights

Any person other than the Company and the Executive has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term of, or enjoy any benefit under, this Agreement.

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

Zimmer Pte Ltd	Executive
/s/ Lori Winkler	/s/ Chintan Desai
Lori Winkler	Chintan Desai
Senior Vice President,	
Chief Human Resources Officer	
Date: 24 March 2026	Date: 25/03/26

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, the Zimmer Biomet Management Incentive Plan or any other cash-based incentive plan as in effect from time to time that applies to Executive.

"**Cause**" for termination by the Company of the Executive's employment, after any Change in Control, means (1) 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 30 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; (2) the Executive willfully engages in conduct that is demonstrably and materially injurious to the Company, the Ultimate Parent Company or its subsidiaries, monetarily or otherwise; or (3) the Executive is convicted of a criminal offense.

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 last day of the Executive's employment with the Company.

"**Employment Agreement**" means the letter of appointment entered into between the Company and the Executive dated as of the date hereof, including the additional terms and conditions of employment and the appendices attached thereto, which together form the terms and conditions of employment.

"**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:

(a) 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;

(b) 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;

(c) 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 Zimmer Biomet Holdings, Inc. 2009 Stock Incentive Plan 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 between the Company and the Executive.

“**Notice of Termination**” means the notice provided for under Sections 1 or 8 of the Schedule of the Employment Agreement.

“**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:

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

(b) 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;

(c) 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

(d) 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

DEED OF GENERAL RELEASE

This Deed of General Release ("**General Release**") is made by:

Name ("**Executive**"):

on the following date ("**Notification Date**"):

in favour of:

(A) Zimmer Pte. Ltd. (the "**Company**"), a company registered in Singapore and having its registered office at 401 Commonwealth Drive #06-03 Haw Par Techno Centre, SG 149598, Singapore; and

(B) Zimmer Biomet Holdings, Inc. (the "**Ultimate Parent Company**").

Whereas:

This Deed is made by the Executive in favour of the Company, pursuant to the Change in Control Severance Agreement ("**Agreement**") between the Executive and the Company dated 25/3/26.

1. Executive's Undertakings

(a) By signing this General Release, the Executive agrees and confirms that as at the Notification Date, the Executive has no claim of any nature whatsoever against the Company and/or any of its affiliates, parent companies and subsidiaries, and its and their past and present officers, directors, employees, and agents (collectively, the "**Released Parties**") arising from or in connection with the Executive's employment with the Company and/or the termination of the Executive's employment.

(b) Without prejudice to the foregoing, the Executive hereby agrees and undertakes to and for the benefit of the Company and the Ultimate Parent Company as follows:

(i) the Executive unconditionally and irrevocably waives, releases and discharges the Company and all the Released Parties from any and all claims, proceedings, actions and demands of whatsoever nature, in law, equity or otherwise, whether known or unknown, whether or not concealed or hidden, which the Executive has, may have had, or may hereafter have against them howsoever arising from or in connection with my employment with the Company and/or the termination of the Executive's employment (including claims based on discrimination under anti-discrimination laws and any and all applicable laws);

(ii) the Executive shall not institute, commence or continue any proceedings (whether legal, arbitral, administrative or otherwise) against the Company and/or any of the Released Parties on any matter or thing in connection with or arising out of any act or event occurring prior to my signing this General Release, and shall take such steps as may be necessary as to ensure that no such proceedings are instituted, commenced or continued; and

(iii) the Executive shall not make, publish or communicate any negative statements (including statements or opinions which are disparaging or derogatory) of (x) the Company and/or any of the Released Parties, or (y) of any business, methods of doing business, management practices, policies, and the quality of its services or products of the Company and/or any of its affiliates, parent companies and subsidiaries, and the Executive acknowledges and agrees that this restriction applies to all forms of communication including such things as oral statements, written statements, e-mail, text messages, comments on blogs or any other form of electronic or other type of communication.

2. Waiver

No failure on the part of the Company or Ultimate Parent Company to exercise, and no delay on the part of the Company or Ultimate Parent Company in exercising, any right or remedy arising from this Deed will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

3. No Representations

The Executive confirms that he has executed this Deed of his own volition, and no representations, inducements, promises or agreements, oral or otherwise, have been made or given on or prior to the date of this Deed with respect to the subject matter of this Deed.

4. Other obligations not affected

For the avoidance of doubt, this General Release shall not affect the Executive's legal obligation to protect the confidentiality of the Released Parties' information or any of my other obligations under any confidentiality, intellectual property, non-competition, and/or non-solicitation agreement that the Executive has entered into with the Company or with any of the other Released Parties.

5. Governing Law and Jurisdiction

This General Release shall be governed by, interpreted and construed in accordance with the substantive laws of Singapore.

The Executive agrees that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with this General Release and that, accordingly, any legal action or proceedings arising out of or in connection with this General Release may be brought in those courts and the Executive irrevocably submits to the jurisdiction of those courts.

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 ________________________________ DATE __________

PRINT NAME ________________________________

Exhibit 21

Subsidiaries of Zimmer Biomet Holdings, Inc.
As of June 30, 2026

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	
Interpore Cross International, LLC	California
dba Zimmer Biomet Irvine	
LVB Acquisition, Inc.	Delaware
Medtech Surgical, Inc.	Delaware
Monogram Technologies, LLC	Delaware
Moonbeam Merger Sub, Inc.	Delaware
OrthoGrid Systems, Inc.	Delaware
Paragon 28, Inc.	Delaware
ReLign Corporation	Delaware
ZB Manufacturing, LLC	Delaware
Zimmer Biomet CMFT Holdings, 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	

<u>Foreign subsidiaries</u>:

Paragon 28 Australia PTY LTD	Australia
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
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
3-102-910623 Sociedad de Responsabilidad Limitada	Costa Rica
Zimmer Biomet Centroamerica SA	Costa Rica
Zimmer Czech sro	Czech Republic
Zimmer Biomet Denmark ApS	Denmark
Disior Oy	Finland
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 SA	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 Biomet Global Services India Private Limited	India
Zimmer India Private Ltd.	India
Paragon 28 Medical Devices Trading Limited	Ireland
Zimmer Biomet Ireland Holdings Limited	Ireland
Zimmer Biomet Ireland Limited	Ireland
Zimmer Orthopedics Manufacturing Limited	Ireland
Zimmer Biomet Medical Israel Ltd.	Israel
Paragon 28 Italia SRL	Italy
Zimmer Biomet Italia Srl	Italy
Paragon 28 Japan K.K.	Japan
Zimmer Biomet GK	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. (Puerto Rico 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
Paragon 28 Medical Devices Trading Limited, Cape Town Branch (branch)	South Africa
Zimmer Biomet South Africa (Pty) Ltd.	South Africa
Biomet Spain Orthopaedics S.L.U.	Spain
Zimmer Biomet Spain S.L.U.	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 Limited	United Kingdom
Paragon 28 UK, LTD	United Kingdom
ZB EMEA Finance UK 1 Ltd.	United Kingdom
ZB UK Group Holdings Limited	United Kingdom
ZB UK Plant Holdings Limited	United Kingdom
Zimmer Biomet UK Limited	United Kingdom
Zimmer Trustee Limited	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: August 5, 2026

/s/ Ivan Tornos
Ivan Tornos
Chairman, 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, Paul Stellato, 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: August 5, 2026

/s/ Paul Stellato
Paul Stellato
Interim Chief Financial Officer; Vice President, Controller and Chief Accounting Officer

Exhibit 32

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Zimmer Biomet Holdings, Inc. (the "Company") for the period ended June 30, 2026 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
Chairman, President and Chief Executive Officer
August 5, 2026

/s/ Paul Stellato
Paul Stellato
Interim Chief Financial Officer; Vice President, Controller and Chief Accounting Officer
August 5, 2026