As filed with the Securities and Exchange Commission on January 21, 2022

File No. 001-

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

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or (g) of the Securities Exchange Act of 1934

ZIMVIE INC.
(Exact name of registrant as specified in its charter)

Delaware	**87-2007795**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
10225 Westmoor Drive Westminster, CO	**80021**
(Address of principal executive offices)	**(Zip Code)**

(303)-443-7500
(Registrant's telephone number, including area code)

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

Title of each class to be so registered	**Name of exchange on which each class is to be registered**
Common Stock, par value $0.01 per share	**Nasdaq Stock Market**

Securities to be registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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. (Check one):

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. ☐

ZimVie Inc.

INFORMATION REQUIRED IN REGISTRATION STATEMENT
CROSS-REFERENCE SHEET BETWEEN INFORMATION STATEMENT
AND ITEMS OF FORM 10

Certain information required to be included herein is incorporated by reference to specifically identified portions of the body of the information statement filed herewith as Exhibit 99.1. None of the information contained in the information statement shall be incorporated by reference herein or deemed to be a part hereof unless such information is specifically incorporated by reference.

Item 1. ***Business.***

The information required by this item is contained under the sections of the information statement entitled "Information Statement Summary," "Risk Factors," "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Certain Relationships and Related Person Transactions," and "Where You Can Find More Information." Those sections are incorporated herein by reference.

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

The information required by this item is contained under the sections of the information statement entitled "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements." Those sections are incorporated herein by reference.

Item 2. ***Financial Information***.

The information required by this item is contained under the sections of the information statement entitled "Summary Historical and Unaudited Pro Forma Combined Financial Information," "Capitalization," "Unaudited Pro Forma Combined Financial Information," and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Those sections are incorporated herein by reference.

Item 3. ***Properties***.

The information required by this item is contained under the section of the information statement entitled "Business—Properties." That section is incorporated herein by reference.

Item 4. ***Security Ownership of Certain Beneficial Owners and Management***.

The information required by this item is contained under the section of the information statement entitled "Security Ownership of Certain Beneficial Owners and Management." That section is incorporated herein by reference.

Item 5. ***Directors and Executive Officers***.

The information required by this item is contained under the sections of the information statement entitled "Management" and "Board of Directors and Corporate Governance." Those sections are incorporated herein by reference.

Item 6. ***Executive Compensation***.

The information required by this item is contained under the section of the information statement entitled "Executive Compensation." That section is incorporated herein by reference.

Item 7. ***Certain Relationships and Related Transactions, and Director Independence***.

The information required by this item is contained under the sections of the information statement entitled "Management" and "Certain Relationships and Related Person Transactions." Those sections are incorporated herein by reference.

Item 8. ***Legal Proceedings***.

The information required by this item is contained under the section of the information statement entitled "Business—Legal Proceedings." That section is incorporated herein by reference.

Item 9. ***Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters***.

The information required by this item is contained under the sections of the information statement entitled "The Separation and Distribution," "Dividend Policy," "Capitalization," and "Description of Our Capital Stock." Those sections are incorporated herein by reference.

Item 10. ***Recent Sales of Unregistered Securities***.

The information required by this item is contained under the sections of the information statement entitled "Description of Material Indebtedness" and "Description of Our Capital Stock—Sale of Unregistered Securities." Those sections are incorporated herein by reference.

Item 11. ***Description of Registrant's Securities to be Registered***.

The information required by this item is contained under the sections of the information statement entitled "The Separation and Distribution," "Dividend Policy," and "Description of Our Capital Stock." Those sections are incorporated herein by reference.

Item 12. ***Indemnification of Directors and Officers***.

The information required by this item is contained under the section of the information statement entitled "Description of Our Capital Stock—Limitations on Liability, Indemnification of Officers and Directors and Insurance." That section is incorporated herein by reference.

Item 13. ***Financial Statements and Supplementary Data***.

The information required by this item is contained under the section of the information statement entitled "Index to Combined Financial Statements" and the financial statements referenced therein. That section is incorporated herein by reference.

Item 14. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***.

None.

Item 15. ***Financial Statements and Exhibits***.

(a) Financial Statements

The information required by this item is contained under the section of the information statement entitled "Index to Combined Financial Statements" and the financial statements referenced therein. That section is incorporated herein by reference.

(b) Exhibits

See below.

The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1	Form of Separation and Distribution Agreement by and between Zimmer Biomet Holdings, Inc. and ZimVie Inc.
3.1	Form of Amended and Restated Certificate of Incorporation of ZimVie Inc.
3.2	Form of Amended and Restated Bylaws of ZimVie Inc.
10.1	Form of Tax Matters Agreement by and between Zimmer Biomet Holdings, Inc. and ZimVie Inc.
10.2	Form of Employee Matters Agreement by and between Zimmer Biomet Holdings, Inc. and Zimmer Biomet Spine, Inc.
10.3	Form of Transition Services Agreement by and between Zimmer Biomet Holdings, Inc. and ZimVie Inc.
10.4	Form of Intellectual Property Matters Agreement by and between Zimmer Biomet Holdings, Inc. and ZimVie Inc.
10.5	Form of Stockholder and Registration Rights Agreement by and between Zimmer Biomet Holdings, Inc. and ZimVie Inc.
10.6	Form of Transition Manufacturing and Supply Agreement by and between Zimmer, Inc. and ZimVie Inc.
10.7	Form of Reverse Transition Manufacturing and Supply Agreement by and between Zimmer, Inc. and ZimVie Inc.
10.8	Form of Transitional Trademark License Agreement by and between Zimmer Biomet Holdings, Inc. and ZimVie Inc.
10.9	Revised Offer Letter, dated as of January 31, 2021, by and between Zimmer Biomet Holdings, Inc. and Vafa Jamali
10.10	Offer Letter, dated as of August 13, 2021, by and between Zimmer Biomet Holdings, Inc. and Richard J. Heppenstall
10.11	Offer Letter, dated as of April 12, 2021, by and between Zimmer Biomet Holdings, Inc. and Rebecca Whitney
10.12	Offer Letter, dated as of May 19, 2021, by and between Zimmer Biomet Holdings, Inc. and Indraneel Kanaglekar
10.13	Offer Letter, dated as of June 15, 2021, by and between Zimmer Biomet Holdings, Inc. and Heather Kidwell
10.14	Offer Letter, dated as of July 29, 2021, by and between Zimmer Biomet Holdings, Inc. and David Harmon
10.15	Form of ZimVie Inc. 2022 Stock Incentive Plan*
10.16	Credit Agreement, dated as of [●] by and among ZimVie Inc., as borrower, JP Morgan Chase Bank, N.A., as administrative agent and syndication agent, and the lenders and issuing banks named therein.*
21.1	List of Subsidiaries
99.1	Information Statement of ZimVie Inc., preliminary and subject to completion, dated January 21, 2022
99.2	Form of Notice Regarding the Internet Availability of Information Statement Materials

* To be filed by amendment.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

ZIMVIE INC.

By: /s/ Vafa Jamali
Name: Vafa Jamali
Title: President and Chief Executive Officer

Date: January 21, 2022

Exhibit 2.1

FORM OF
SEPARATION AND DISTRIBUTION AGREEMENT
BY AND BETWEEN
ZIMMER BIOMET HOLDINGS, INC.
AND
ZIMVIE INC.
DATED AS OF [●], 2022

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SCHEDULES

EXHIBITS

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT, dated as of [●], 2022 (this "Agreement"), is by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Parent"), and ZimVie Inc., a Delaware corporation ("SpinCo"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, the board of directors of Parent (the "Parent Board") has determined that it is in the best interests of Parent and its stockholders to create a new publicly traded company that shall operate the SpinCo Business;

WHEREAS, in furtherance of the foregoing, the Parent Board has determined that it is appropriate and desirable for Parent to (a) separate the SpinCo Business from the Parent Business (the "Separation"), and (b) following the Separation, make a distribution, on a pro rata basis, to holders of Parent Shares on the Record Date of at least eighty percent (80%) of the outstanding SpinCo Shares (the "Distribution");

WHEREAS, SpinCo has been incorporated solely for these purposes and has not engaged in activities, except in connection with the Separation and the Distribution;

WHEREAS, in order to effect the Separation, the boards of directors of Parent and certain of its Subsidiaries have approved the transfer of the SpinCo Business, in a series of transactions, culminating in the contribution by Parent to SpinCo of all of its equity interests in PW Holdings US 2 LLC, a Delaware limited liability company which has elected to be treated as a corporation for U.S. federal income tax purposes (such contribution, the "Contribution") in exchange for: (i) the issuance by SpinCo to Parent of SpinCo Shares and (ii) the SpinCo Cash Distribution;

WHEREAS, after receiving the SpinCo Cash Distribution, Parent will transfer the proceeds of the SpinCo Cash Distribution, together with cash on hand, to Parent creditors in satisfaction of Parent indebtedness in the manner described in the Private Letter Ruling;

WHEREAS, SpinCo Shares not distributed in the Distribution (the "Remainder Stock") are intended to be transferred by Parent to Parent creditors in satisfaction of Parent indebtedness in the manner described in the Private Letter Ruling;

WHEREAS, if any portion of the Remainder Stock has not been transferred to Parent creditors in satisfaction of Parent indebtedness, Parent will dispose of such Remainder Stock as soon as disposition is warranted consistent with the purpose for retaining such Remainder Stock and in all events within five (5) years of the Distribution;

WHEREAS, for U.S. federal income tax purposes, the Contribution and the Distribution, taken together, are intended to qualify as a transaction described in Sections 355 and 368(a)(1)(D) of the Code, and this Agreement is intended to be, and is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g);

WHEREAS, SpinCo and Parent have prepared, and SpinCo has filed with the SEC, the Form 10, which includes the Information Statement, and which sets forth disclosures concerning SpinCo, the Separation and the Distribution;

WHEREAS, each of Parent and SpinCo has determined that it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and the Distribution and certain other agreements that will govern certain matters relating to the Separation and the Distribution and the relationship of Parent, SpinCo and the members of their respective Groups following the Distribution; and

WHEREAS, the Parties acknowledge that this Agreement and the Ancillary Agreements represent the integrated agreement of Parent and SpinCo relating to the Separation and the Distribution, are being entered into together, and would not have been entered into independently.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"Action" shall mean any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

"Affiliate" shall mean, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For the purpose of this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, prior to, at and after the Effective Time, solely for purposes of this Agreement and the Ancillary Agreements, (a) no member of the SpinCo Group shall be deemed to be an Affiliate of any member of the Parent Group and (b) no member of the Parent Group shall be deemed to be an Affiliate of any member of the SpinCo Group.

"Agreement" shall have the meaning set forth in the Preamble.

"Ancillary Agreements" shall mean all agreements (other than this Agreement) entered into by the Parties or the members of their respective Groups (but only agreements as to which no Third Party is a party) in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, including the Transition Services Agreement, the Tax Matters Agreement, the Employee Matters Agreement, the Intellectual Property Matters Agreement, the Transitional Trademark License Agreement, the Stockholder and Registration Rights Agreement, the Transition Manufacturing and Supply Agreement, the Reverse Transition Manufacturing and Supply Agreement, the Fiber DBM License Agreement, the NaviScout Product Development Agreement, the ProOsteon Bill of Sale and Assignment, the CaP Spheres Assignment and Assumption Agreement, the CopiOs Non-Exclusive Trademark License, the Sulene Non-Exclusive Trademark License, the Protasul Non-Exclusive Trademark License, the Undisclosed Agent Agreement, the Net Economic Benefit Agreement, the Business Lease Agreements, the Business Transfer Agreements, any sublease agreements and the Transfer Documents.

"Approvals or Notifications" shall mean any consents, waivers, approvals, permits or authorizations to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any Third Party, including any Governmental Authority.

"Assets" shall mean, with respect to any Person, the assets, properties, claims and rights (including goodwill) of such Person, wherever located (including in the possession of vendors or other

Third Parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of such Person, including rights and benefits pursuant to any contract, license, permit, indenture, note, bond, mortgage, agreement, concession, franchise, instrument, undertaking, commitment, understanding or other arrangement.

"Business Lease Agreements" shall mean the Zimmer GmbH Business Lease Agreement and the Zimmer Biomet France Business Lease Agreement.

"Business Transfer Agreements" shall mean the agreements set forth on Schedule 1.10.

"CaP Spheres Assignment and Assumption Agreement" shall mean the Assignment and Assumption Agreement to be entered into by and between Zimmer Biomet Spine, Inc. and Biomet Manufacturing LLC or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Change of Control" shall mean with respect to a Person shall mean any occurrence resulting in (i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities entitled to vote in the election of members of the board of directors or similar governing body of such Person having 50% or more of the then-outstanding voting power of such Person; (ii) such Person becoming a party to a merger, consolidation, share exchange, reorganization, sale of assets or other similar extraordinary transaction, or a proxy contest, in each case as a consequence of which members of the board of directors or similar governing body of such Person in office immediately prior to such transaction or event constitute less than a majority of such board or other body thereafter; or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the board of directors or similar governing body of such Person (including for this purpose any new director or similar person whose election or nomination for election was approved by a vote of at least two-thirds of the directors or similar persons then still in office who served in such capacities at the beginning of such period, other than those such directors or similar persons appointed, or nominated for election, in connection with an actual or threatened proxy contest or other non-consensual attempt to influence or modify such board or other body) ceasing for any reason to constitute at least a majority of such board or other body.

"CPR" shall have the meaning set forth in Section 7.2.

"CPR Rules" shall have the meaning set forth in Section 7.3(a).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Contribution" shall have the meaning set forth in the Recitals.

"Controlling Party" shall have the meaning set forth in Section 5.9(b).

"CopiOs Non-Exclusive Trademark License" shall mean the CopiOs Non-Exclusive Trademark License to be entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Copyrights" shall mean any and all mask work rights, industrial designs, design and database rights, works of authorship (whether or not copyrightable), copyrights, copyrights and copyrightable subject matter and similar rights in protectable material, including "moral", "economic" rights and all applications and registrations for the foregoing, but in each case, excluding Know-How.

"Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds (including, with respect to the surety bonds, letters of credit and performance bonds set forth on Schedule 1.1(a), the allocable portion of the surety bonds, letters of credit and performance bonds as set forth on Schedule 1.1(b)), bankers acceptances, or other similar arrangements.

"Custodial Party" shall have the meaning set forth in Section 6.4(a)

"Customer Information" shall mean, with respect to any business, all information relating to customers of such business, including names, addresses and transaction data (including merchandise or service purchased, purchase price paid, purchase location (such as particular branch or online), date and time of day of purchase, adjustments and related information and means of payment).

"D&O Policies" shall have the meaning set forth in Section 5.7.

"Deferred Market" shall have the meaning set forth in Section 2.4(a).

"Deferred SpinCo Local Businesses" shall have the meaning set forth in Section 2.4(a).

"Delayed Parent Asset" shall have the meaning set forth in Section 2.5(h).

"Delayed Parent Liability" shall have the meaning set forth in Section 2.5(h).

"Delayed SpinCo Asset" shall have the meaning set forth in Section 2.5(c).

"Delayed SpinCo Liability" shall have the meaning set forth in Section 2.5(c).

"Disclosure Document" shall mean any registration statement (including the Form 10) filed with the SEC by or on behalf of any Party or any member of its Group, and also includes any information statement (including the Information Statement), prospectus, offering memorandum, offering circular, periodic report or similar disclosure document, whether or not filed with the SEC or any other Governmental Authority, in each case that describes the Separation or the Distribution or the SpinCo Group or primarily relates to the transactions contemplated hereby.

"Dispute Notice" shall have the meaning set forth in Section 7.1.

"Disputes" shall have the meaning set forth in Section 7.1.

"Distribution" shall have the meaning set forth in the Recitals.

"Distribution Agent" shall mean the trust company or bank duly appointed by Parent to act as distribution agent, transfer agent and registrar for the SpinCo Shares in connection with the Distribution.

"Distribution Date" shall mean the date of the consummation of the Distribution, which shall be determined by the Parent Board in its sole and absolute discretion.

"Distribution Ratio" shall mean a number equal to [●].

"e-mail" shall have the meaning set forth in Section 10.5.

"Effective Time" shall mean 12:01 AM, New York City time, on the Distribution Date.

"Employee Matters Agreement" shall mean the Employee Matters Agreement to be entered into by and between Parent and SpinCo or the members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Environmental Law" shall mean any Law relating to pollution, the environment, natural resources, human health and safety, or Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended, and the rules and regulations promulgated thereunder, and any similar international, foreign, federal, regional or state Law, whether or not in existence on the date hereof.

"Environmental Liabilities" shall mean all Liabilities relating to, arising out of or resulting from any Hazardous Materials, Environmental Law or other environmental, health or safety matters (including all removal, remediation or cleanup costs, investigatory costs, response costs, natural resources damages, property damages, personal injury damages, costs of compliance with any product take-back requirements or with any settlement, judgment or other determination of Liability and indemnity, contribution or similar obligations) and all costs and expenses, interest, fines, penalties or other monetary sanctions in connection therewith.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Excluded IP" shall mean any and all Intellectual Property used (or held for use) in or relating to the products and technology listed on Schedule 1.2, other than the Trademarks (including domain names) listed on Schedule 1.7(a).

"Fiber DBM License Agreement" shall mean the Fiber DBM License Agreement to be entered into by and between Biomet Manufacturing, LLC and Biomet 3i, LLC or the members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Force Majeure" shall mean, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any Person acting on its behalf) and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes and floods. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party's response thereto shall not be deemed an event of Force Majeure.

"Form 10" shall mean the registration statement on Form 10 filed by SpinCo with the SEC to effect the registration of SpinCo Shares pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time prior to the Distribution.

"Former Business" shall mean any corporation, general or limited partnership, trust, joint venture, unincorporated organization, limited liability entity or other entity, division, business unit or business, including any business within the meaning of Rule 11-01(d) of Regulation S-X promulgated under the Exchange Act (in each case, including any Assets and Liabilities comprising the same) that is not owned, leased or operated by a Party or any member of its Group as of immediately prior to the Effective Time because it has been sold, conveyed, assigned, transferred or otherwise disposed of or divested to one or more Persons (other than a Party or any member of its Group) or the operations, activities or production of which has been discontinued, abandoned, completed or otherwise terminated, in each case, prior to the Effective Time.

"Governmental Approvals" shall mean any Approvals or Notifications to be made to, or obtained from, any Governmental Authority.

"Governmental Authority" shall mean any nation or government, any territory, state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or

multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, a government and any executive official thereof, including the NYSE, Nasdaq and any similar self-regulatory body under applicable securities Laws.

"Group" shall mean either the SpinCo Group or the Parent Group, as the context requires.

"Hazardous Materials" shall mean any chemical, material, substance (whether solid, liquid or gas, noise, ion, vapor or electromagnetic, and any natural or artificial substance), waste, pollutant, emission, discharge, release or contaminant that (a) could result in Liability under, or that is prohibited, limited or regulated by any Governmental Authority or pursuant to, any Environmental Law, (b) could pollute the environment or cause harm to human health, the health of any living organism, buildings or real property, or (c) is hazardous, toxic, radioactive or explosive, including petroleum, petroleum products, petroleum byproducts, petroleum breakdown products, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, per- and polyfluoroalkyl substances, chlorofluorocarbons and all other ozone-depleting substances.

"Indemnifying Party" shall have the meaning set forth in Section 4.4(a).

"Indemnitee" shall have the meaning set forth in Section 4.4(a).

"Indemnity Payment" shall have the meaning set forth in Section 4.4(a).

"Information" shall mean any and all information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, artwork, design, research and development files, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, Customer Information, cost information, sales and pricing data, customer prospect lists, supplier records and vendor data, correspondence and lists, product literature, communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data; provided that "Information" shall not include any Intellectual Property.

"Information Statement" shall mean the information statement to be made available to the holders of Parent Shares in connection with the Distribution, as such information statement may be amended or supplemented from time to time prior to the Distribution.

"Insurance Proceeds" shall mean those monies:

(a) received by an insured from an insurance carrier; or

(b) paid by an insurance carrier on behalf of the insured;

(c) in any such case net of any applicable premium adjustments (including reserves and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof; provided that in each case Insurance Proceeds shall not include any monies received or paid from an insurance carrier that is an Affiliate of either Parent or SpinCo.

"Intellectual Property" shall mean any and all intellectual property, whether registered or unregistered, of every kind and description throughout the world, including any and all United States and non-United States: (a) Trademarks; (b) Patents; (c) Copyrights; (d) rights in Software; (e) Know-How; (f) all applications and registrations for the foregoing; (g) rights of privacy, publicity and in or with respect to social media; and (h) all rights to sue and collect damages or remedies for past, present, and future infringement, misappropriation, or other violation thereof.

"Intellectual Property Matters Agreement" shall mean the Intellectual Property Matters Agreement to be entered into by and between Parent and SpinCo or the members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Intercompany Leases" shall mean the real property leases by and between (i) a member of the Parent Group, as lessor, and a member of the SpinCo Group, as lessee, or (ii) a member of the SpinCo Group, as lessor, and a member of the Parent Group, as lessee, in each case, as set forth on Schedule 2.15 under the caption "Leases."

"Intercompany Subleases" shall mean the real property subleases (i) by and between a member of the Parent Group, as sublessor, and a member of the SpinCo Group, as sublessee, and (ii) by and between a member of the SpinCo Group, as sublessor, and a member of the Parent Group, as sublessee (if any), in each case as set forth on Schedule 2.15 under the caption "Subleases."

"IP Contracts" shall mean all contracts pursuant to which a Party or any of its Affiliates grants to a Third Party or obtains from a Third Party any rights to use or practice Intellectual Property (other than contracts in which such provisions relating to Intellectual Property are incidental to such contracts).

"IP/IT Contracts" shall mean IP Contracts and IT Contracts.

"IRS" shall mean the U.S. Internal Revenue Service.

"IT Assets" shall mean all Software, technology, hardware, computers, peripherals, servers, systems, workstations, routers, hubs, switches, interfaces, data communication lines, network and telecommunications equipment, internet-related information technology infrastructure, and other information technology equipment, rights, assets, and equipment, however delivered, and all associated documentation.

"IT Contracts" shall mean all contracts pursuant to which a Party or any of its Affiliates grants to a Third Party or obtains from a Third Party any rights to use or practice IT Assets (other than contracts in which such provisions relating to IT Assets are incidental to such contracts).

"Know-How" shall mean any and all trade secrets and other confidential or proprietary information, know-how, technical, scientific, regulatory and other information, data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, preclinical, non-clinical, in-vitro, regulatory, technical, or clinical data) inventions, invention disclosures, creations, techniques, compositions, processes, specifications, tools, apparatus, formulae, and methodologies, but in each case, excluding Patents.

"Law" shall mean any national, supranational, federal, state, territorial, provincial, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any income tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other requirement, in each case enacted, promulgated, issued or entered by a Governmental Authority.

"Lease Assignments" shall mean the assignments of real property leases and subleases by and between a member of the Parent Group, as assignor, and a member of the SpinCo Group, as assignee, in each case as set forth on Schedule 2.15 under the caption "Lease Assignments."

"Liabilities" shall mean all debts, guarantees, assurances, commitments, liabilities, responsibilities, Losses, remediation, deficiencies, damages, fines, penalties, settlements, sanctions, costs, expenses, interest and obligations of any nature or kind, whether accrued or fixed, absolute or contingent, matured or unmatured, accrued or not accrued, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, claim (including any Third-Party Claim), demand, Action, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority or arbitration tribunal, and those arising under any contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking, or any fines, damages or equitable relief that is imposed, in each case, including all costs and expenses (including attorneys' fees) relating thereto.

"Linked" shall have the meaning set forth in Section 2.10(a).

"Local Closing" shall mean, with respect to a Deferred Market, the later of the consummation of the separation of any Deferred SpinCo Local Business in a Deferred Market and the transfer of the shares of the relevant Deferred Market entity to SpinCo or any SpinCo Subsidiary.

"Local Closing Date" shall mean, for each Deferred Market, the date of the applicable Local Closing.

"Losses" shall mean actual losses (including any diminution in value), costs, damages, penalties and expenses (including legal and accounting fees and expenses and costs of investigation and litigation), whether or not involving a Third-Party Claim.

"Nasdaq" shall mean The Nasdaq Global Select Market.

"NaviScout Product Development Agreement" shall mean the NaviScout Product Development Agreement to be entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Net Economic Benefit Agreement" shall mean the Net Economic Benefit Agreement with respect to the operation of the Deferred SpinCo Local Businesses that have been or are being entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Non-Controlling Party" shall have the meaning set forth in Section 5.9(b).

"Non-Custodial Party" shall have the meaning set forth in Section 6.4(a).

"NYSE" shall mean the New York Stock Exchange.

"Office Based Technologies" shall mean Parent's business unit that designs, manufactures and distributes noninvasive and implantable bone growth stimulation products.

"Parent" shall have the meaning set forth in the Preamble.

"Parent Accounts" shall have the meaning set forth in Section 2.10(a).

"Parent Actions" shall have the meaning set forth in Section 2.3(b).

"Parent Assets" shall have the meaning set forth in Section 2.2(b).

"Parent Board" shall have the meaning set forth in the Recitals.

"Parent Business" shall mean all businesses, operations and activities (whether or not such businesses, operations or activities are or have been terminated, divested or discontinued) conducted at any time prior to the Effective Time by either Party or any member of its Group, other than the SpinCo Business.

"Parent CSIs" shall have the meaning set forth in Section 2.7(d).

"Parent Group" shall mean Parent and each Person that is a Subsidiary of Parent (other than SpinCo and any other member of the SpinCo Group).

"Parent Indemnitees" shall have the meaning set forth in Section 4.2.

"Parent Liabilities" shall have the meaning set forth in Section 2.3(b).

"Parent Shares" shall mean the shares of common stock, par value $0.01 per share, of Parent.

"Parties" shall mean the parties to this Agreement.

"Patents" shall mean: (i) all national, regional and international patents and patent applications, including provisional patent applications, whether pending, enforced, abandoned or expired; (ii) all patent applications filed either from the patents, patent applications or provisional applications in clause (i) or from an application claiming priority from any of these, including divisionals, continuations, continuations-in-part, converted provisionals, and continued prosecution applications; (iii) all patents that have issued or in the future issue from the foregoing or counterparts thereof patent applications specified in clauses (i) and (ii), including utility models, petty patents, design patents and certificates of invention; and (iv) all patent term extensions or restorations by existing or future extension or restoration mechanisms, including any supplementary protection certificates and the like, as well as any revalidations, reissues, re-examinations, oppositions and the like of the foregoing patents or patent applications specified in clauses (i), (ii) and (iii).

"Permits" shall mean any permits, approvals, authorizations, registrations, consents, licenses or certificates issued by any Governmental Authority.

"Person" shall mean an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"Plan of Reorganization" shall mean the plan and structure set forth on Schedule 2.1(a).

"Policies" shall mean insurance policies, reinsurance policies and insurance contracts of any kind, including property, excess and umbrella, commercial general liability, director and officer liability, fiduciary liability, cyber technology, professional liability, libel liability, employment practices liability, automobile, aircraft, marine, workers' compensation and employers' liability, employee dishonesty/crime/fidelity, foreign, bonds and self-insurance and captive insurance company arrangements, together with the rights, benefits, privileges and obligations thereunder.

"Private Letter Ruling" shall have the meaning set forth in Section 3.3(a)(iii).

"Privileged Information" shall mean any information, in written, oral, electronic or other tangible or intangible forms, including any communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), as to which a Party or any member of its Group would be entitled to assert or have asserted a privilege or other protection, including the attorney-client and attorney work product privileges and any other rights, privileges, immunities or protections that may apply in any applicable jurisdiction.

"ProOsteon Bill of Sale and Assignment" shall mean the ProOsteon Bill of Sale to be entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Protasul Non-Exclusive Trademark License" shall mean the Protasul Non-Exclusive Trademark License to be entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Real Estate Guarantees" shall mean the guarantees or related obligations of any SpinCo Liability provided by any member of the Parent Group that relate to real property leases to which any member of the SpinCo Group is a party.

"Real Estate Separation Documents" shall mean the Intercompany Leases, the Intercompany Subleases and the Lease Assignments.

"Record Date" shall mean the close of business on the date to be determined by the Parent Board as the record date for determining holders of Parent Shares entitled to receive SpinCo Shares pursuant to the Distribution.

"Record Holders" shall mean the holders of record of Parent Shares as of the Record Date.

"Records Facility" shall have the meaning set forth in Section 6.4(a).

"Remainder Stock" shall have the meaning set forth in the Recitals.

"Representatives" shall mean, with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

"Retained Names and Marks" shall have the meaning set forth in Section 5.5

"Reverse Transition Manufacturing and Supply Agreement" shall mean the Reverse Transition Manufacturing and Supply Agreement to be entered into by and between Parent and SpinCo or any members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever.

"Security Requirements" shall have the meaning set forth in Section 6.11(a).

"Separation" shall have the meaning set forth in the Recitals.

"Shared Contract" shall have the meaning set forth in Section 2.9(a).

"Shared Existing Actions" shall have the meaning set forth in Section 5.9(b).

"Software" shall mean any and all (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow charts and other work products used to

design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (e) documentation, including user manuals and other training documentation, relating to any of the foregoing.

"SpinCo" shall have the meaning set forth in the Preamble.

"SpinCo Accounts" shall have the meaning set forth in Section 2.10(a).

"SpinCo Actions" shall have the meaning set forth in Section 2.3(a)(x).

"SpinCo Assets" shall have the meaning set forth in Section 2.2(a).

"SpinCo Balance Sheet" shall mean the pro forma combined balance sheet of the SpinCo Business, including any notes and subledgers thereto, as of September 30, 2021, as presented in the Information Statement made available to the Record Holders.

"SpinCo Business" shall mean the businesses comprising Parent's spine and dental business, including Office Based Technologies, conducted at any time prior to the Effective Time by any member of the SpinCo Group and any other businesses or operations conducted primarily through the use of the SpinCo Assets, as such businesses are described in the Information Statement, and shall include any SpinCo Former Business, SpinCo Discontinued Product, SpinCo Discontinued Project or SpinCo Discontinued Facility. For clarity, in no event shall "SpinCo Business" include the business, operations and activities conducted by Parent and its Subsidiaries with respect to any of the products or technology listed on Schedule 1.3(b).

"SpinCo Bylaws" shall mean the Amended and Restated Bylaws of SpinCo, substantially in the form of Exhibit B.

"SpinCo Cash Amount" shall mean a cash amount calculated in accordance with Schedule 1.4.

"SpinCo Cash Distribution" shall have the meaning set forth in Section 2.13(b).

"SpinCo Certificate of Incorporation" shall mean the Amended and Restated Certificate of Incorporation of SpinCo, substantially in the form of Exhibit A.

"SpinCo Contracts" shall mean the following contracts, agreements, arrangements, commitments or understandings to which either Party or any member of its Group is a party or by which it or any member of its Group or any of their respective Assets is bound, whether or not in writing (provided, that (a) SpinCo Contracts shall not include any contract or agreement that is contemplated to be retained by Parent or any member of the Parent Group from and after the Effective Time pursuant to any provision of this Agreement or any Ancillary Agreement and (b) in the case of any of the following contracts that relate to Intellectual Property or IT Assets where the provisions relating to Intellectual Property or IT Assets are not incidental to the overall purpose of the contract, the "SpinCo Contracts" will include only SpinCo IP/IT Contracts):

(i) (x) any customer, distribution, supply or vendor contract or agreement with a Third Party entered into prior to and in effect as of the Effective Time primarily related to the SpinCo Business (but excluding any IP/IT Contracts) and (y) with respect to any customer, distribution, supply or vendor contract or agreement with a Third Party entered into prior to and in effect as of the Effective Time that relates to the SpinCo Business but is not primarily related to the SpinCo Business, that portion of any such customer, distribution, supply or vendor contract or agreement that relates exclusively to the SpinCo Business (but excluding any IP/IT Contracts);

(ii) SpinCo IP/IT Contracts;

(iii) any consulting and/or development agreement (including, but not limited to, agreements relating to training and education, product development and clinical study) between a member of the SpinCo Group, on the one hand, and any physician or other healthcare professionals, on the other hand, entered into prior to and in effect as of the Effective Time primarily related to the SpinCo Business;

(iv) any contract that is, or portion of any contract containing, any guarantee, indemnity, representation, covenant, warranty or other Liability of either Party or any member of its Group in respect of any other SpinCo Contract, any SpinCo Liability or the SpinCo Business;

(v) any contract, agreement, arrangement, commitment or understanding or portion thereof that is entered into pursuant to this Agreement or any of the Ancillary Agreements to be assigned to SpinCo or any member of the SpinCo Group;

(vi) any interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements primarily related to the SpinCo Business;

(vii) any credit agreement, indenture, note or other financing agreement or instrument entered into by SpinCo and/or any member of the SpinCo Group in connection with the Separation, including any SpinCo Financing Arrangements;

(viii) any contract or agreement entered into in the name of, or expressly on behalf of, any division, business unit or member of the SpinCo Group;

(ix) any other contract or agreement not otherwise set forth herein and primarily related to the SpinCo Business or SpinCo Assets;

(x) any employment, restrictive covenant (e.g., non-compete), confidentiality, change of control, retention, consulting, indemnification, termination, severance or other similar agreements with any SpinCo Employee, consultants of the SpinCo Group or independent contractors that are in effect as of the Effective Time;

(xi) the Real Estate Separation Documents; and

(xii) any contracts, agreements or settlements set forth on Schedule 1.5(b), including the right to recover any amounts under such contracts, agreements or settlements.

"SpinCo Designees" shall mean any and all entities (including corporations, general or limited partnerships, trusts, joint ventures, unincorporated organizations, limited liability entities or other entities) designated by Parent that will be members of the SpinCo Group as of immediately prior to the Effective Time.

"SpinCo Discontinued Facilities" shall mean the closed or divested manufacturing, distribution, warehouse or research and development facilities or other real property operated prior to the Effective Time by either Party or any member of its Group that were solely or primarily related to the conduct of the any business, operations and activities that was (or would have been had such categories been in effect at the time of such discontinuation) categorized as part of Parent's publicly reported Dental & Spine product category (including Office Based Technologies products), as well as each closed or divested facility or property set forth on Schedule 1.6.

"SpinCo Discontinued Products" shall mean any product that was (or would have been had such categories been in effect at the time of such discontinuation) categorized as part of Parent's publicly reported Dental & Spine product category (including Office Based Technologies products) if such product, at any time prior to the Effective Time, was owned, licensed by or to, sub-licensed by or to, manufactured, marketed, co-branded, co-promoted or otherwise promoted, distributed or sold anywhere in the world by or on behalf of either Party or any member of its Group, but in each case that, as of immediately prior to the Effective Time, neither Party nor any of their respective Subsidiaries is marketing, co-promoting, promoting, distributing or selling anywhere in the world, as well as each product not marketed, co-promoted, distributed or sold by either Party of any member of its Group as of immediately prior to the Effective Time to the extent set forth on Schedule 1.6.

"SpinCo Discontinued Projects" shall mean any discovery or research and development projects that were conducted at any time prior to the Effective Time by or on behalf of the business that was (or would have been had such categories been in effect at the time of such discontinuation) categorized as part of Parent's publicly reported Dental & Spine product category (including Office Based Technologies products) and that were terminated, divested or discontinued prior to the Effective Time by either Party or any member of its Group, as well as each terminated, divested of discontinued discovery or research and development project set forth on Schedule 1.6.

"SpinCo Financing Arrangements" means the Credit Agreement, dated as of [●], among SpinCo, the Lenders (as defined therein) from time to time party thereto and JP Morgan Chase Bank, N.A., as administrative agent and collateral agent, providing for revolving loans in an aggregate amount of up to $[●] and a term loan in an aggregate amount of up to $[●].

"SpinCo Former Businesses" shall mean (a) the Former Businesses set forth on Schedule 1.6; and (b) any Former Business to the extent associated with, or to the extent engaged in the discovery, research, development, importation, exportation, manufacture, marketing, distribution, promotion or sale of a SpinCo Discontinued Product.

"SpinCo Group" shall mean (a) prior to the Effective Time, SpinCo and each Person that will be a Subsidiary of SpinCo as of immediately after the Effective Time, including the Transferred Entities, even if, prior to the Effective Time, such Person is not a Subsidiary of SpinCo; and (b) on and after the Effective Time, SpinCo and each Person that is a Subsidiary of SpinCo.

"SpinCo Employee" shall have the meaning set forth in the Employee Matters Agreement.

"SpinCo Indemnitees" shall have the meaning set forth in Section 4.3.

"SpinCo Intellectual Property" shall mean (a) the Trademarks (including domain names) listed on Schedule 1.7(a); (b) the Patents and invention disclosures listed on Schedule 1.7(b); (c) the Copyright registrations listed on Schedule 1.7(c); (d) the unregistered Copyrights that are owned by either Party or any member of its Group as of immediately prior to the Effective Time and exclusively used or exclusively held for use in the SpinCo Business; (e) the social media accounts listed on Schedule 1.7(e); and (f) the Know-How (other than invention disclosures) owned by either Party or any member of its Group as of immediately prior to the Effective Time and exclusively used or exclusively held for use in the SpinCo Business; provided, however, that in no event shall any or all of the following be included in the definition of SpinCo Intellectual Property: (i) Intellectual Property that is licensed to SpinCo or any of its Affiliates pursuant to any Ancillary Agreement; and (ii) Excluded IP.

"SpinCo IP Contracts" shall mean the IP Contracts entered into prior to and in effect as of the Effective Time that are exclusively used or exclusively held for use in the SpinCo Business.

"SpinCo IP/IT" shall have the meaning set forth in Section 2.2(a)(vii).

"SpinCo IP/IT Contracts" shall mean the SpinCo IP Contracts and SpinCo IT Contracts.

"SpinCo IT Assets" shall mean the Software and other IT Assets owned by either Party or any member of its Group as of immediately prior to the Effective Time that are primarily used or primarily held for use in the SpinCo Business, provided, however, that in no event shall any IT Assets that are licensed to SpinCo or any of its Affiliates pursuant to any Ancillary Agreement be included in the definition of SpinCo IT Assets.

"SpinCo IT Contracts" shall mean the IT Contracts entered into prior to and in effect as of the Effective Time that are primarily used or primarily held for use in the SpinCo Business.

"SpinCo Liabilities" shall have the meaning set forth in Section 2.3(a).

"SpinCo Permits" shall mean all Permits owned or licensed by either Party or any member of its Group primarily used or held for use in the SpinCo Business as of the Effective Time.

"SpinCo Products" shall mean products set forth on Schedule 1.8.

"SpinCo Shares" shall mean the shares of common stock, par value $0.01 per share, of SpinCo.

"Stored Records" shall have the meaning set forth in Section 6.4(a).

"Straddle Period" shall have the meaning set forth in Section 2.14.

"Subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities, (ii) the total combined equity interests or (iii) the capital or profit interests, in the case of a partnership, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"Sulene Non-Exclusive Trademark License" shall mean the Sulene Non-Exclusive Trademark License to be entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Systems" shall have the meaning set forth in Section 6.11(a).

"Tangible Information" shall mean Information that is contained in written, electronic or other tangible forms.

"Tax" shall have the meaning set forth in the Tax Matters Agreement.

"Tax Matters Agreement" shall mean the Tax Matters Agreement to be entered into by and between Parent and SpinCo or any members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Tax Return" shall have the meaning set forth in the Tax Matters Agreement.

"Third Party" shall mean any Person other than the Parties or any members of their respective Groups.

"Third-Party Claim" shall have the meaning set forth in Section 4.5(a).

"Trademarks" shall mean all trademarks, trade names, brand and corporate names, internet domain names, service marks, trade dress, logos, slogans, and all other source indicators or indicia of origin, together with all goodwill associated therewith and all applications, registrations and renewals in connection therewith.

"Transfer Documents" shall have the meaning set forth in Section 2.1(b).

"Transferred Entities" shall mean the entities set forth on Schedule 1.9.

"Transition Committee" shall have the meaning set forth in Section 5.10.

"Transition Manufacturing and Supply Agreement" shall mean the Transition Manufacturing and Supply Agreement to be entered into by and between Parent and SpinCo or any members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Transition Services Agreement" shall mean the Transition Services Agreement to be entered into by and between Parent and SpinCo or any members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Transitional Trademark License Agreement" shall mean the Transitional Trademark License Agreement to be entered into by and between Parent and SpinCo or the members of their respective Groups in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Undisclosed Agent Agreement" shall mean the Undisclosed Agent Agreement to be entered into by and between Parent and SpinCo or their respective Subsidiaries in connection with the Separation, the Distribution or the other transactions contemplated by this Agreement.

"Unreleased Parent Liability" shall have the meaning set forth in Section 2.6(b)(ii).

"Unreleased SpinCo Liability" shall have the meaning set forth in Section 2.6(a)(ii).

"Zimmer France Business Lease Agreement" shall mean that certain Business Lease Agreement, dated as of November 5, 2018, by and between LDR Medical SAS and Zimmer Biomet France SAS, as amended.

"Zimmer GmbH Business Lease Agreement" shall mean that certain Business Lease Agreement, dated as of November 5, 2018, by and between LDR Medical SAS and Zimmer GmbH, as amended.

"Zimmer US" shall have the meaning set forth in Section 2.5(k).

"Zimmer US Certificate of Incorporation" shall have the meaning set forth in Section 2.5(k).

ARTICLE II
THE SEPARATION

2.1 Transfer of Assets and Assumption of Liabilities.

(a) At or prior to the Effective Time in accordance with the Plan of Reorganization, but subject to Section 2.4 and Section 2.5:

(i) *Transfer and Assignment of SpinCo Assets*. Parent shall, and shall cause the applicable members of its Group to, contribute, assign, transfer, convey and deliver to SpinCo, or the applicable SpinCo Designees, and SpinCo or such SpinCo Designees shall accept from Parent and the applicable members of the Parent Group, all of Parent's and such Parent Group member's respective direct or indirect right, title and interest in and to all of the SpinCo Assets, including all of the outstanding shares of capital stock or other ownership interests in the Transferred Entities, which shall result in SpinCo owning directly or indirectly all of the Transferred Entities (it being understood that if any SpinCo Asset shall be held by a Transferred Entity or a wholly owned Subsidiary of a Transferred Entity, such SpinCo Asset may be assigned, transferred, conveyed and delivered to SpinCo as a result of the transfer of all of the equity interests in such Transferred Entity from Parent or the applicable members of the Parent Group to SpinCo or the applicable SpinCo Designee);

(ii) *Acceptance and Assumption of SpinCo Liabilities*. SpinCo or the applicable SpinCo Designees shall accept, assume and agree faithfully to perform, discharge and fulfill all the SpinCo Liabilities in accordance with their respective terms. SpinCo or such SpinCo Designees shall be responsible for all SpinCo Liabilities, regardless of when or where such SpinCo Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Effective Time, regardless of where or against whom such SpinCo Liabilities are asserted or determined (including any SpinCo Liabilities arising out of claims made by Parent's or SpinCo's respective Representatives or Affiliates against any member of the Parent Group or the SpinCo Group) or whether asserted or determined prior to the Effective Time, and regardless of whether arising from or alleged to arise from negligence, gross negligence, willful misconduct, bad faith, recklessness, violation of Law, fraud or misrepresentation by any member of the Parent Group or the SpinCo Group, or any of their respective Representatives or Affiliates;

(iii) *Transfer and Assignment of Parent Assets*. Parent and SpinCo shall cause SpinCo and the SpinCo Designees to contribute, assign, transfer, convey and deliver to Parent or certain members of the Parent Group designated by Parent, and Parent or such other members of the Parent Group shall accept from SpinCo and the SpinCo Designees, all of SpinCo's and such SpinCo Designees' respective direct or indirect right, title and interest in and to all Parent Assets held by SpinCo or a SpinCo Designee; and

(iv) *Acceptance and Assumption of Parent Liabilities*. Parent and certain members of the Parent Group designated by Parent shall accept and assume and agree faithfully to perform, discharge and fulfill all of the Parent Liabilities held by SpinCo or any SpinCo Designee and Parent and the applicable members of the Parent Group shall be responsible for all Parent Liabilities in accordance with their respective terms, regardless of when or where such Parent Liabilities arose or arise, whether the facts on which they are based occurred prior to or subsequent to the Effective Time, where or against whom such Parent Liabilities are asserted or determined (including any such Parent Liabilities arising out of claims made by Parent's or SpinCo's respective Representatives or Affiliates against any member of the Parent Group or the SpinCo Group) or whether asserted or determined prior to the Effective Time, and regardless of whether arising from or alleged to arise from negligence, gross negligence, willful misconduct, bad faith, recklessness, violation of Law, fraud or misrepresentation by any member of the Parent Group or the SpinCo Group, or any of their respective Representatives or Affiliates.

(b) *Transfer Documents*. In furtherance of the contribution, assignment, transfer, conveyance and delivery of the Assets and the assumption of the Liabilities in accordance with Section 2.1(a), each Party shall execute and deliver, and shall cause the applicable members of its Group to execute and deliver, to the other Party, (i) such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts, short form Intellectual Property assignments, and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of such Party's and the applicable members of its Group's right, title and interest in and to such Assets to the other Party and the applicable members of its Group in accordance with Section 2.1(a), and (ii) such assumptions of contracts and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Liabilities by such Party and the applicable members of its Group in accordance with Section 2.1(a). All of the foregoing documents contemplated by this Section 2.1(b) shall be referred to collectively herein as the "Transfer Documents."

(c) *Misallocations*. Except to the extent otherwise contemplated in connection with (i) a Deferred SpinCo Local Business under Section 2.4 or (ii) a Delayed SpinCo Asset, Delayed SpinCo Liability, Delayed Parent Asset or Delayed Parent Liability under Section 2.5, in the event that at any time or from time to time (whether prior to, at or after the Effective Time), one Party (or any member of such Party's Group) shall receive or otherwise possess any Asset that is allocated to the other Party (or any member of such other Party's Group) pursuant to this Agreement or any Ancillary Agreement, such Party shall promptly transfer, or cause to be transferred, such Asset to the Party so entitled thereto (or to any member of such Party's Group), and such Party (or member of such Party's Group) so entitled thereto shall accept such Asset. Prior to any such transfer, the Person receiving or possessing such Asset shall hold such Asset in trust for such other Person. Except to the extent otherwise contemplated in connection with (i) a Deferred SpinCo Local Business under Section 2.4 or (ii) a Delayed SpinCo Asset, Delayed SpinCo Liability, Delayed Parent Asset or Delayed Parent Liability under Section 2.5, in the event that at any time or from time to time (whether prior to, at or after the Effective Time), one Party hereto (or any member of such Party's Group) shall receive or otherwise assume any Liability that is allocated to the other Party (or any member of such Party's Group) pursuant to this Agreement or any Ancillary Agreement, such other Party shall promptly assume, or cause to be assumed, such Liability and agree to faithfully perform such Liability in accordance with this Agreement.

(d) *Waiver of Bulk-Sale and Bulk-Transfer Laws*. To the extent permissible under applicable Law, SpinCo hereby waives compliance by each and every member of the Parent Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group. To the extent permissible under applicable Law, Parent hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Parent Assets to any member of the Parent Group.

2.2 SpinCo Assets; Parent Assets.

(a) *SpinCo Assets*. For purposes of this Agreement, "SpinCo Assets" shall mean, without duplication:

(i) all issued and outstanding capital stock or other equity interests of the Transferred Entities that are owned by either Party or any members of its Group as of the Effective Time;

(ii) all Assets of either Party or any members of its Group included or reflected as assets of the SpinCo Group on the SpinCo Balance Sheet, subject to any dispositions of such Assets subsequent to the date of the SpinCo Balance Sheet; provided that the amounts set forth on the SpinCo Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of SpinCo Assets pursuant to this clause (ii);

(iii) all Assets of either Party or any of the members of its Group as of the Effective Time that are of a nature or type that would have resulted in such Assets being included as Assets of SpinCo or members of the SpinCo Group on a pro forma combined balance sheet of the SpinCo Group or any notes or subledgers thereto as of the Effective Time (were such balance sheet, notes and subledgers to be prepared on a basis consistent with the determination of the Assets included on the SpinCo Balance Sheet), it being understood that (x) the SpinCo Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Assets that are included in the definition of SpinCo Assets pursuant to this clause (iii); and (y) the amounts set forth on the SpinCo Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of SpinCo Assets pursuant to this clause (iii);

(iv) all Assets of either Party or any of the members of its Group as of the Effective Time that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be transferred to SpinCo or any other member of the SpinCo Group;

(v) all rights, interests and claims of either Party or any of the members of its Group as of the Effective Time to the SpinCo Products, including all rights, interests and claims of either Party or any of the members of its Group as of the Effective Time to all reports and analyses, product and marketing registrations and applications (which shall include all United States Food and Drug Administration and other regulatory approvals, clearances and licenses exclusively related to, and all related applications and other information (including, but not limited to, technical dossiers, technical documentation and labels/labeling) submitted for the purposes of or prepared in connection with obtaining an approval for, an SpinCo Product) to the extent exclusively related to the SpinCo Products; provided that, if the Assets to be transferred pursuant to this paragraph conflict with or expand the transfer of SpinCo IP/IT pursuant to clause (vii) of this definition, then clause (vii) and the definition of SpinCo IP/IT shall prevail;

(vi) all SpinCo Contracts as of the Effective Time and all rights, interests or claims of either Party or any of the members of its Group thereunder as of the Effective Time; provided that if there is deemed to be any inconsistency between this clause (vi) and Section 2.9(a), then Section 2.9(a) shall control;

(vii) all SpinCo Intellectual Property and SpinCo IT Assets as of the Effective Time (collectively, the "SpinCo IP/IT"), and any license of Intellectual Property or IT Assets of Parent or any member of the Parent Group to SpinCo or any member of the SpinCo Group pursuant to the terms of the Intellectual Property Matters Agreement or other Ancillary Agreements;

(viii) all SpinCo Permits as of the Effective Time and all rights, interests or claims of either Party or any of the members of its Group thereunder as of the Effective Time;

(ix) subject to applicable Law and the provisions of the applicable Ancillary Agreements, all rights, interests and claims of either Party or any of the members of its Group as of the Effective Time with respect to Information exclusively related to the SpinCo Assets, the SpinCo Liabilities, the SpinCo Business or the Transferred Entities; provided, that, for purposes of this clause (ix), "Information" shall not include any Intellectual Property;

(x) the SpinCo Cash Amount; and

(xi) any and all Assets set forth on Schedule 2.2(a)(xi).

Notwithstanding the foregoing, the SpinCo Assets shall not in any event include any Asset referred to in clauses (i) through (vi) of Section 2.2(b). For the avoidance of doubt, with respect to each Deferred SpinCo Local Business, the SpinCo Assets shall include all Assets referred to in clauses (i) through (xi) above as of the time of the transfer of legal title of such Deferred SpinCo Local Business from Parent or the applicable Parent Subsidiary to SpinCo or the applicable SpinCo Subsidiary.

(b) *Parent Assets*. For the purposes of this Agreement, "Parent Assets" shall mean all Assets of either Party or the members of its Group as of the Effective Time, other than the SpinCo Assets, it being understood that, notwithstanding anything herein to the contrary, the Parent Assets shall include:

(i) all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by Parent or any other member of the Parent Group;

(ii) all contracts and agreements of either Party or any of the members of its Group as of the Effective Time (other than the SpinCo Contracts);

(iii) (x) the Intellectual Property set forth on Schedule 2.2(b)(iii)(x), (y) the IT Assets set forth on Schedule 2.2(b)(iii)(y), and (z) all Intellectual Property and IT Assets owned or licensed by either Party or any of the members of its Group as of the Effective Time (other than, in the case of this clause (z), the SpinCo IP/IT and the SpinCo IP/IT Contracts);

(iv) all Permits of either Party or any of the members of its Group as of the Effective Time (other than the SpinCo Permits);

(v) all cash and cash equivalents of either Party or any of the members of its Group as of the Effective Time (other than the SpinCo Cash Amount); and

(vi) any and all Assets set forth on Schedule 2.2(b)(vi).

2.3 SpinCo Liabilities; Parent Liabilities.

(a) *SpinCo Liabilities*. For the purposes of this Agreement, "SpinCo Liabilities" shall mean the following Liabilities of either Party or any of the members of its Group:

(i) all Liabilities of the SpinCo Group;

(ii) all Liabilities to the extent arising from (A) the operation or conduct of the SpinCo Business as conducted at any time prior to the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority), which act or failure to act relates to the SpinCo Business); (B) the operation or conduct of the SpinCo Business or any other business conducted by SpinCo or any other member of the SpinCo Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or (C) the SpinCo Assets;

(iii) all Liabilities included or reflected as liabilities or obligations of SpinCo or the members of the SpinCo Group on the SpinCo Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the SpinCo Balance Sheet; provided that the amounts set forth on the SpinCo Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of SpinCo Liabilities pursuant to this clause (iii);

(iv) all Liabilities as of the Effective Time that are of a nature or type that would have resulted in such Liabilities being included or reflected as liabilities or obligations of SpinCo or the members of the SpinCo Group on a pro forma combined balance sheet of the SpinCo Group or any notes or subledgers thereto as of the Effective Time (were such balance sheet, notes and subledgers to be prepared on a basis consistent with the determination of the Liabilities included on the SpinCo Balance Sheet), it being understood that (x) the SpinCo Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of SpinCo Liabilities pursuant to this clause (iv); and (y) the amounts set forth on the SpinCo Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of SpinCo Liabilities pursuant to this clause (iv);

(v) all Liabilities, including Environmental Liabilities, relating to, arising out of or resulting from the actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to, at or after the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent that such Liabilities relate to, arise out of or result from the SpinCo Business or a SpinCo Asset;

(vi) any and all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by SpinCo or any other member of the SpinCo Group, and all agreements, obligations and Liabilities of any member of the SpinCo Group under this Agreement or any of the Ancillary Agreements;

(vii) all Liabilities relating to, arising out of or resulting from the SpinCo Contracts, the SpinCo Intellectual Property, the SpinCo IT Assets, or the SpinCo Permits;

(viii) all Liabilities relating to, arising out of or resulting from (A) the SpinCo Financing Arrangements, (B) any other indebtedness of SpinCo or any member of the SpinCo Group (whether incurred prior to, on or after the Effective Time) or (C) guarantees and obligations of the obligor under letters of credit issued in connection with the SpinCo Business;

(ix) except as expressly set forth in another Ancillary Agreement, all Liabilities relating to, arising out of, or resulting from the operation or conduct of any business conducted by SpinCo or any member of the SpinCo Group at any time after the Effective Time;

(x) each of the ongoing Actions primarily related to the SpinCo Business, including the matters set forth on Schedule 2.3(a)(x) (the "SpinCo Actions"), and the portion of each Shared Existing Action allocable to SpinCo and the Transferred Entities;

(xi) any and all Liabilities set forth on Schedule 2.3(a)(xi); and

(xii) all Liabilities arising out of claims made by any Third Party (including Parent's or SpinCo's respective Representatives or stockholders) against any member of the Parent Group or the SpinCo Group to the extent relating to, arising out of or resulting from the SpinCo Business or the SpinCo Assets or the other business, operations, activities or Liabilities of SpinCo referred to in clauses (i) through (xi) above;

provided that, notwithstanding the foregoing, the Parties agree that the Liabilities set forth on Schedule 2.3(b) and any Liabilities of any member of the Parent Group pursuant to the Ancillary Agreements shall

not be SpinCo Liabilities but instead shall be Parent Liabilities. For the avoidance of doubt, with respect to each Deferred SpinCo Local Business, the SpinCo Liabilities shall include all Liabilities referred to in clauses (i) through (xii) above as of the time of the transfer of legal title of such Deferred SpinCo Local Business from Parent or the applicable Parent Subsidiary to SpinCo or the applicable SpinCo Subsidiary.

(b) *Parent Liabilities*. For the purposes of this Agreement, "Parent Liabilities" shall mean (i) all Liabilities relating to, arising out of or resulting from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time) of any member of the Parent Group, in each case that are not SpinCo Liabilities, including any and all Liabilities set forth on Schedule 2.3(b); and (ii) all Liabilities arising out of claims made by any Third Party (including Parent's or SpinCo's respective Representatives or stockholders) against any member of the Parent Group or the SpinCo Group to the extent relating to, arising out of or resulting from the Parent Business or the Parent Assets (the "Parent Actions").

2.4 Deferred Markets.

(a) *Deferral of Certain Transfers of SpinCo Assets and SpinCo Liabilities*. The Parties acknowledge that due to the requirements of applicable Law, the need to obtain certain Approvals or Notifications from Governmental Authorities or for other business reasons, the Parties have agreed to defer until after the Effective Time the transfer of legal title to all or a portion of the SpinCo Assets and the assumption of all or a portion of the SpinCo Liabilities from Parent or the applicable Parent Subsidiary to SpinCo or the applicable SpinCo Subsidiary or designee, in each case, in each of the jurisdictions listed on Schedule 2.4(a), where Parent is continuing to operate certain activities of the SpinCo Business pursuant to the Net Economic Benefit Agreement and the Business Lease Agreements (each, a "Deferred Market" and the SpinCo Assets and SpinCo Liabilities in such Deferred Markets, the "Deferred SpinCo Local Businesses"). Notwithstanding the foregoing, any Deferred SpinCo Local Business shall continue to constitute SpinCo Assets or SpinCo Liabilities, as applicable, for all other purposes of this Agreement. The Parties intend that, for U.S. federal income tax purposes, the transfer of any SpinCo Assets or the assumption of any SpinCo Liabilities that are deferred pursuant to this Section 2.4 shall be treated as having been transferred or assumed, as applicable, pursuant to the transaction or transactions set forth in Schedule 2.1(a) pursuant to which such SpinCo Assets or SpinCo Liabilities would actually have been transferred or assumed, as applicable, if not deferred in accordance with this Section 2.4, in each case, as determined in good faith by Parent. The immediately preceding sentence shall be deemed incorporated into Schedule 2.1(a) for purposes of the Tax Matters Agreement.

(b) *Treatment of Deferred SpinCo Local Businesses*. In each case, from and after the Effective Time, and until such time as the applicable Deferred SpinCo Local Business has been transferred to SpinCo or the applicable SpinCo Subsidiary or designee for the relevant Deferred Market subject and pursuant to the terms of the Net Economic Benefit Agreement or the Business Lease Agreements, as applicable, (i) the Deferred SpinCo Local Business shall be held and operated by Parent or, where applicable, by a Parent Subsidiary or designee, in trust on behalf of and for the benefit of SpinCo or, where applicable, a SpinCo Subsidiary or designee; (ii) Parent (or, where applicable, a Parent Subsidiary or designee) shall pay, perform and discharge fully when due and payable the Liabilities of the Deferred SpinCo Local Business on behalf of and for the benefit of SpinCo or, where applicable, a SpinCo Subsidiary or designee pursuant to the terms of the Net Economic Benefit Agreement or the Business Lease Agreements, as applicable; and (iii) insofar as reasonably practicable and to the extent permitted by applicable Law and subject to the terms of any Ancillary Agreement related to such Deferred SpinCo Local Business, Parent (or, where applicable, a Parent Subsidiary or designee) shall take such other actions as may reasonably be requested by SpinCo, including sales price determination, supply chain planning and order fulfillment, so that all the benefits and burdens relating to such Deferred SpinCo Local Business, including expenses, use, risk of loss, profits and losses, potential for gain and control over such Deferred SpinCo Local Business, shall inure from and after the Effective Time to SpinCo or, where applicable, a SpinCo Subsidiary or designee. Except as otherwise provided in a relevant Ancillary Agreement for such Deferred Market, the Parties agree that (A) Parent (or, where applicable, a Parent Subsidiary or designee) shall remit to SpinCo or a SpinCo Subsidiary or designee the amounts received in connection with the performance of each Deferred SpinCo Local Business; and (B) SpinCo or, where applicable, a SpinCo Subsidiary or designee shall reimburse Parent or a Parent Subsidiary or designee for all payments made in connection with the performance of each Deferred SpinCo Local Business and the discharge of any Liabilities in connection therewith.

(c) *Transfer of Deferred SpinCo Local Businesses*. The Parties shall, and shall cause the members of their respective Groups to, use commercially reasonable efforts to take all actions (including obtaining the requisite Approvals and Notifications from Governmental Authorities) to permit the legal transfer of the Deferred SpinCo Local Businesses as soon as reasonably practicable following the Effective Time. Upon receipt of all requisite Approvals and Notifications from Governmental Authorities and the occurrence of all other actions that permit the legal transfer of a Deferred SpinCo Local Business from a member of the Parent Group to a member of the SpinCo Group, the Parties shall promptly complete such transfer.

2.5 Approvals and Notifications.

(a) *Approvals and Notifications for SpinCo Assets and Liabilities*. To the extent that the transfer or assignment of any SpinCo Asset, the assumption of any SpinCo Liability, the Separation, or the Distribution requires any Approvals or Notifications, the Parties shall use their commercially reasonable efforts to obtain or make such Approvals or Notifications as soon as reasonably practicable; provided, however, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between Parent and SpinCo, neither Parent nor SpinCo shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(b) *Delayed SpinCo Transfers*. If and to the extent that the valid, complete and perfected transfer or assignment to the SpinCo Group of any SpinCo Asset or assumption by the SpinCo Group of any SpinCo Liability in connection with the Separation or the Distribution would be a violation of applicable Law or require any Approvals or Notifications that have not been obtained or made by the Effective Time or the Local Closing Date, as applicable, then, unless the Parties shall otherwise mutually determine, the transfer or assignment to the SpinCo Group of such SpinCo Assets or the assumption by the SpinCo Group of such SpinCo Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such SpinCo Assets or SpinCo Liabilities shall continue to constitute SpinCo Assets and SpinCo Liabilities for all other purposes of this Agreement.

(c) *Treatment of Delayed SpinCo Assets and Delayed SpinCo Liabilities*. If any transfer or assignment of any SpinCo Asset (or a portion thereof) or any assumption of any SpinCo Liability (or a portion thereof) (in each case (other than Shared Contracts, which are governed solely by Section 2.8(c); or the leasehold interests, subleasehold interests, license interests or other real property interests under the Real Estate Separation Documents, which are governed solely by Section 2.17) intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated at or prior to the Effective Time or the Local Closing Date, as applicable, whether as a result of the provisions of Section 2.5(b) or for any other reason (any such SpinCo Asset (or a portion thereof), a "Delayed SpinCo Asset" and any such SpinCo Liability (or a portion thereof), a "Delayed SpinCo Liability"), then, insofar as reasonably possible and subject to applicable Law, the member of the Parent Group retaining such Delayed SpinCo Asset or such Delayed SpinCo Liability, as the case may be, shall thereafter hold such Delayed SpinCo Asset or Delayed SpinCo Liability, as the case may be, for the use and benefit of the member of the SpinCo Group entitled thereto (at the expense of the member of the SpinCo Group entitled thereto). In addition, the member of the Parent Group retaining such Delayed SpinCo Asset or such Delayed SpinCo Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Delayed SpinCo Asset or Delayed SpinCo Liability in the ordinary course of business in accordance with SpinCo Group past practice and take such other actions as may be reasonably requested by the member

of the SpinCo Group to whom such Delayed SpinCo Asset is to be transferred or assigned, or which will assume such Delayed SpinCo Liability, as the case may be, in order to place such member of the SpinCo Group in a substantially similar position as if such Delayed SpinCo Asset or Delayed SpinCo Liability had been transferred, assigned or assumed as contemplated hereby and so that all the benefits and burdens relating to such Delayed SpinCo Asset or Delayed SpinCo Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such Delayed SpinCo Asset or Delayed SpinCo Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Time or the Local Closing Date, as applicable, to the SpinCo Group.

(d) *Transfer of Delayed SpinCo Assets and Delayed SpinCo Liabilities*. If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Delayed SpinCo Asset or the deferral of assumption of any Delayed SpinCo Liability pursuant to Section 2.5(c), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any Delayed SpinCo Asset or the assumption of any Delayed SpinCo Liability have been removed (or, in the case of a Deferred SpinCo Local Business, if later, upon the Local Closing), the transfer or assignment of the applicable Delayed SpinCo Asset or the assumption of the applicable Delayed SpinCo Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(e) *Costs for Delayed SpinCo Assets and Delayed SpinCo Liabilities*. Any member of the Parent Group retaining a Delayed SpinCo Asset or Delayed SpinCo Liability due to the deferral of the transfer or assignment of such Delayed SpinCo Asset or the deferral of the assumption of such Delayed SpinCo Liability, as the case may be, shall not be obligated, in connection with the foregoing, to expend any money, unless the necessary funds are advanced (or otherwise made available) by SpinCo or the member of the SpinCo Group entitled to the Delayed SpinCo Asset or Delayed SpinCo Liability, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by SpinCo or the member of the SpinCo Group entitled to such Delayed SpinCo Asset or Delayed SpinCo Liability; provided, however, that the Parent Group shall not knowingly allow the loss or diminution in value of any Delayed SpinCo Asset without first providing the SpinCo Group commercially reasonable notice of such potential loss or diminution in value and affording the SpinCo Group commercially reasonable opportunity to take action to prevent such loss or diminution in value.

(f) *Approvals and Notifications for Parent Assets*. To the extent that the transfer or assignment of any Parent Asset, the assumption of any Parent Liability, the Separation or the Distribution requires any Approvals or Notifications, the Parties shall use commercially reasonable efforts to obtain or make such Approvals or Notifications as soon as reasonably practicable; provided, however, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between Parent and SpinCo, neither Parent nor SpinCo shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make such Approvals or Notifications.

(g) *Delayed Parent Transfers*. If and to the extent that the valid, complete and perfected transfer or assignment to the Parent Group of any Parent Asset or assumption by the Parent Group of any Parent Liability in connection with the Separation or the Distribution would be a violation of applicable Law or require any Approval or Notification that has not been obtained or made by the Effective Time or the Local Closing Date, as applicable, then, unless the Parties mutually shall otherwise determine, the transfer or assignment to the Parent Group of such Parent Assets or the assumption by the Parent Group of such Parent Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approval or Notification has been obtained or made. Notwithstanding the foregoing, any such Parent Assets or Parent Liabilities shall continue to constitute Parent Assets and Parent Liabilities for all other purposes of this Agreement.

(h) *Treatment of Delayed Parent Assets and Delayed Parent Liabilities.* If any transfer or assignment of any Parent Asset (or a portion thereof) or any assumption of any Parent Liability (or a portion thereof) intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated at or prior to the Effective Time or the Local Closing Date, as applicable, whether as a result of the provisions of Section 2.5(g) or for any other reason (any such Parent Asset (or a portion thereof), a "Delayed Parent Asset" and any such Parent Liability (or a portion thereof), a "Delayed Parent Liability"), then, insofar as reasonably possible and subject to applicable Law, the member of the SpinCo Group retaining such Delayed Parent Asset or such Delayed Parent Liability, as the case may be, shall thereafter hold such Delayed Parent Asset or Delayed Parent Liability, as the case may be, for the use and benefit of the member of the Parent Group entitled thereto (at the expense of the member of the Parent Group entitled thereto). In addition, the member of the SpinCo Group retaining such Delayed Parent Asset or such Delayed Parent Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Delayed Parent Asset or Delayed Parent Liability in the ordinary course of business in accordance with Parent Group past practice and take such other actions as may be reasonably requested by the member of the Parent Group to which such Delayed Parent Asset is to be transferred or assigned, or which will assume such Delayed Parent Liability, as the case may be, in order to place such member of the Parent Group in a substantially similar position as if such Delayed Parent Asset or Delayed Parent Liability had been transferred, assigned or assumed and so that all the benefits and burdens relating to such Delayed Parent Asset or Delayed Parent Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such Delayed Parent Asset or Delayed Parent Liability, as the case may be, and all costs and expenses related thereto, shall inure from and after the Effective Time or the Local Closing Date, as applicable, to the Parent Group.

(i) *Transfer of Delayed Parent Assets and Delayed Parent Liabilities*. If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Delayed Parent Asset or the deferral of assumption of any Delayed Parent Liability pursuant to Section 2.5(h), are obtained or made, and, if and when any other legal impediments for the transfer or assignment of any Delayed Parent Asset or the assumption of any Delayed Parent Liability have been removed, the transfer or assignment of the applicable Delayed Parent Asset or the assumption of the applicable Delayed Parent Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(j) *Costs for Delayed Parent Assets and Delayed Parent Liabilities*. Any member of the SpinCo Group retaining a Delayed Parent Asset or Delayed Parent Liability due to the deferral of the transfer or assignment of such Delayed Parent Asset or the deferral of the assumption of such Delayed Parent Liability, as the case may be, shall not be obligated, in connection with the foregoing, to expend any money, unless the necessary funds are advanced (or otherwise made available) by Parent or the member of the Parent Group entitled to the Delayed Parent Asset or Delayed Parent Liability, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by Parent or the member of the Parent Group entitled to such Delayed Parent Asset or Delayed Parent Liability; provided, however, that the SpinCo Group shall not knowingly allow the loss or diminution in value of any Delayed Parent Asset without first providing the Parent Group commercially reasonable notice of such potential loss or diminution in value and affording the Parent Group commercially reasonable opportunity to take action to prevent such loss or diminution in value.

(k) *Liquidation of Zimmer US, Inc*. It is acknowledged and agreed that, pursuant to the Second Amended and Restated Certificate of Incorporation of Zimmer US, Inc., a Delaware corporation ("Zimmer US"), dated as of August 3, 2018 (the "Zimmer US Certificate of Incorporation"), in the event of any liquidation, dissolution or winding up of Zimmer US following the Effective Time, certain members of the SpinCo Group may be entitled to distributions by virtue of such members being former holders of common stock of Zimmer US who were Patrons (as such term is defined in the Zimmer US Certificate of Incorporation) of Zimmer US. Notwithstanding anything in the Zimmer US Certificate of Incorporation to

the contrary, the Parties agree that all of the benefits and burdens of any liquidation, dissolution or winding up of Zimmer US, including any distributions resulting therefrom, shall inure from and after the Effective Time to the Parent Group, and that any distributions received by a member of the SpinCo Group as a result of any liquidation, dissolution or winding up of Zimmer US shall be transferred to a member of the Parent Group as promptly as reasonably practicable following receipt thereof.

2.6 Novation of Liabilities.

(a) *Novation of SpinCo Liabilities*.

(i) Except as set forth on Schedule 2.6(a), each of Parent and SpinCo, at the request of the other, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any consent, substitution, approval, amendment or release required to novate or assign all SpinCo Liabilities and obtain in writing the unconditional release of each member of the Parent Group that is a party to any such arrangements, so that, in any such case, the members of the SpinCo Group shall be solely responsible for such SpinCo Liabilities; provided, however, that, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, neither Parent nor SpinCo shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Third Party from whom any such consent, substitution, approval, amendment or release is requested.

(ii) If Parent or SpinCo is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the Parent Group continues to be bound by such agreement, lease, license or other obligation or Liability (each, an "Unreleased SpinCo Liability"), SpinCo shall, to the extent not prohibited by applicable Law, as indemnitor, guarantor, agent or subcontractor for such member of the Parent Group, as the case may be, (x) pay, perform and discharge fully all the obligations or other Liabilities of such member of the Parent Group that constitute Unreleased SpinCo Liabilities from and after the Effective Time and (y) use its commercially reasonable efforts to effect such payment, performance or discharge prior to any demand for such payment, performance or discharge is permitted to be made by the obligee thereunder on any member of the Parent Group. Subject to Section 2.4 with respect to the Local Closing of a Deferred SpinCo Local Business, if and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased SpinCo Liabilities shall otherwise become assignable or able to be novated, Parent shall promptly assign or novate, or cause to be assigned or novated, and SpinCo or the applicable SpinCo Group member shall assume, such Unreleased SpinCo Liabilities without exchange of further consideration.

(b) *Novation of Parent Liabilities*.

(i) Each of Parent and SpinCo, at the request of the other, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any consent, substitution, approval, amendment or release required to novate or assign all Parent Liabilities and obtain in writing the unconditional release of each member of the SpinCo Group that is a party to any such arrangements, so that, in any such case, the members of the Parent Group shall be solely responsible for such Parent Liabilities; provided, however, that, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, neither Parent nor SpinCo shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Third Party from whom any such consent, substitution, approval, amendment or release is requested.

(ii) If Parent or SpinCo is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the SpinCo Group continues to be bound by such agreement, lease, license or other obligation or Liability (each, an "Unreleased Parent Liability"), Parent shall, to the extent not prohibited by applicable Law, as indemnitor, guarantor, agent or subcontractor for such member of the SpinCo Group, as the case may be, (x) pay, perform and discharge fully all the obligations or other Liabilities of such member of the SpinCo Group that constitute Unreleased Parent Liabilities from and after the Effective Time and (y) use its commercially reasonable efforts to effect such payment, performance or discharge prior to any demand for such payment, performance or discharge is permitted to be made by the obligee thereunder on any member of the SpinCo Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased Parent Liabilities shall otherwise become assignable or able to be novated, SpinCo shall promptly assign or novate, or cause to be assigned or novated, and Parent or the applicable Parent Group member shall assume, such Unreleased Parent Liabilities without exchange of further consideration.

2.7 Release of Guarantees; Credit Support Instruments. In furtherance of, and not in limitation of, the obligations set forth in Section 2.6:

(a) At or prior to the Effective Time or as soon as practicable thereafter, each of Parent and SpinCo shall, at the request of the other Party and with the reasonable cooperation of such other Party and the applicable member(s) of such other Party's Group, except as provided in any of the Real Estate Separation Documents or any other guarantee entered into solely in connection with the Separation or the Distribution, use commercially reasonable efforts to (i) have any member(s) of the Parent Group removed as guarantor of or obligor for any SpinCo Liability to the extent that such guarantee or obligation relates to SpinCo Liabilities, including the removal of any Security Interest on or in any Parent Asset that may serve as collateral or security for any such SpinCo Liability; and (ii) have any member(s) of the SpinCo Group removed as guarantor of or obligor for any Parent Liability to the extent that such guarantee or obligation relates to Parent Liabilities, including the removal of any Security Interest on or in any SpinCo Asset that may serve as collateral or security for any such Parent Liability.

(b) To the extent required to obtain a release from a guarantee of:

(i) any member of the Parent Group, SpinCo shall execute a guarantee agreement in the form of the existing guarantee or such other form as is agreed to by the relevant parties to such guarantee agreement, which agreement shall include the removal of any Security Interest on or in any Parent Asset that may serve as collateral or security for any SpinCo Liability, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (x) with which SpinCo would be reasonably unable to comply or (y) which SpinCo would not reasonably be able to avoid breaching; and

(ii) any member of the SpinCo Group, Parent shall execute a guarantee agreement in the form of the existing guarantee or such other form as is agreed to by the relevant parties to such guarantee agreement, which agreement shall include the removal of any Security Interest on or in any SpinCo Asset that may serve as collateral or security for any Parent Liability, except to the extent that such existing guarantee contains representations, covenants or other terms or provisions either (x) with which Parent would be reasonably unable to comply or (y) which Parent would not reasonably be able to avoid breaching.

(c) If Parent or SpinCo is unable to obtain, or to cause to be obtained, any such required removal or release as set forth in clauses (a) and (b) of this Section 2.7, (i) the Party or the relevant member of its Group that has assumed the Liability with respect to such guarantee shall indemnify, defend

and hold harmless the guarantor or obligor against or from any Liability arising from or relating thereto in accordance with the provisions of Article IV and shall, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder; and (ii) each of Parent and SpinCo, on behalf of itself and the other members of their respective Groups, agree not to renew or extend the term of, increase any obligations under, or transfer to a Third Party, any loan, guarantee, lease, contract or other obligation for which the other Party or a member of its Group is or may be liable, unless the other Party consents in writing or all obligations of such other Party and the members of such other Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such other Party.

(d) Parent and SpinCo shall cooperate and SpinCo shall use commercially reasonable efforts to replace all Credit Support Instruments issued by Parent or other members of the Parent Group on behalf of or in favor of any member of the SpinCo Group or the SpinCo Business (the "Parent CSIs") as promptly as practicable with Credit Support Instruments from SpinCo or a member of the SpinCo Group as of the Effective Time (or, in the case of any Deferred SpinCo Local Business, as of the Local Closing Date). With respect to any Parent CSIs that remain outstanding after the Effective Time (or, in the case of any Deferred SpinCo Local Business, after the Local Closing Date), (i) SpinCo shall, and shall cause the members of the SpinCo Group to, jointly and severally indemnify and hold harmless the Parent Indemnitees for any Liabilities arising from or relating to such Credit Support Instruments, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such Parent CSIs in accordance with the terms thereof, (ii) SpinCo shall reimburse the applicable member of the Parent Group for all out of pocket expenses incurred by it arising out of or related to any such Credit Support Instrument, and (iii) without the prior written consent of Parent, SpinCo shall not, and shall not permit any member of the SpinCo Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which Parent or any member of the Parent Group has issued any Credit Support Instruments which remain outstanding. Neither Parent nor any member of the Parent Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the SpinCo Group or the SpinCo Business after the expiration of any such Credit Support Instrument.

2.8 Termination of Agreements.

(a) Except as set forth in Section 2.8(b), in furtherance of the releases and other provisions of Section 4.1, SpinCo and each member of the SpinCo Group, on the one hand, and Parent and each member of the Parent Group, on the other hand, (i) hereby terminate any and all agreements, arrangements, commitments or understandings, whether or not in writing, between or among SpinCo and/or any member of the SpinCo Group, on the one hand, and Parent and/or any member of the Parent Group, on the other hand, effective as of the Effective Time (including any provision thereof which purports to survive termination), and (ii) all agreements, arrangements, commitments or understandings, whether or not in writing, between or among SpinCo and/or any member of the SpinCo Group, on the one hand, and Parent and/or any member of the Parent Group, on the other hand, entered into prior to a Local Closing of a Deferred SpinCo Local Business shall be terminated effective as of such Local Closing (including any provision thereof which purports to survive termination). Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 2.8(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other agreement or instrument expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by any of the Parties or any of the members of their respective Groups or to be continued from and after the Effective Time); (ii) any agreements, arrangements, commitments or understandings listed or described on Schedule 2.8(b)(ii); (iii)

any agreements, arrangements, commitments or understandings to which any Third Party is a party thereto; (iv) any intercompany accounts payable or accounts receivable accrued as of the Effective Time (or, in the case of any Deferred SpinCo Local Business, as of the Local Closing Date) that are reflected in the books and records of the Parties or otherwise documented in writing in accordance with past practices, which shall be settled in the manner contemplated by Section 2.8(c); (v) any agreements, arrangements, commitments or understandings to which any non-wholly owned Subsidiary of Parent or SpinCo, as the case may be, is a party (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned); and (vi) any Shared Contracts.

(c) All of the intercompany accounts receivable and accounts payable between any member of the Parent Group, on the one hand, and any member of the SpinCo Group, on the other hand, outstanding as of the Effective Time (or, in the case of any Deferred SpinCo Local Business, as of the Local Closing Date) shall, as promptly as reasonably practicable after the Effective Time (or, as applicable, such Local Closing Date), be repaid, settled or otherwise eliminated by means of cash payments, a dividend, capital contribution, a combination of the foregoing, or otherwise as determined by Parent in its sole and absolute discretion (it being understood and agreed by the Parties that all guarantees and Credit Support Instruments shall be governed by Section 2.7).

2.9 Treatment of Shared Contracts.

(a) Subject to applicable Law and without limiting the generality of the obligations set forth in Section 2.1, unless the Parties otherwise agree or the benefits of any contract, agreement, arrangement, commitment or understanding described in this Section 2.9(a) are expressly conveyed to the applicable Party pursuant to this Agreement or an Ancillary Agreement, any contract or agreement, a portion of which is a SpinCo Contract, but the remainder of which is a Parent Asset (any such contract or agreement, including those set forth on Schedule 2.9, a "Shared Contract"), shall be assigned in relevant part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time (or, in the case of any Deferred SpinCo Local Business, as of prior to the Local Closing Date), so that each Party or the member of its Group shall, as of the Effective Time (or the Local Closing Date, as applicable), (i) be entitled to the rights and benefits, (ii) assume the related portion of any Liabilities, inuring to its respective businesses and (iii) take any actions set forth on Schedule 2.9 with respect to such Shared Contract; provided, however, that (x) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract that is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled) and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, or cannot be amended or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, then the Parties shall, and shall cause each of the members of their respective Groups to, take such other reasonable and permissible actions (including by providing prompt notice to the other Party with respect to any relevant claim of Liability or other relevant matters arising in connection with a Shared Contract so as to allow such other Party the ability to exercise any applicable rights under such Shared Contract) to cause a member of the SpinCo Group or the Parent Group, as the case may be, to receive the rights and benefits of that portion of each Shared Contract that relates to the SpinCo Business or the Parent Business, as the case may be (in each case, to the extent so related), as if such Shared Contract had been assigned to a member of the applicable Group (or amended to allow a member of the applicable Group to exercise applicable rights under such Shared Contract) pursuant to this Section 2.9(a), and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement), as if such Liabilities had been assumed by a member of the applicable Group pursuant to this Section 2.9(a).

(b) Each of Parent and SpinCo shall, and shall cause the members of its Group to, (i) treat for all Tax purposes the portion of each Shared Contract inuring to its respective businesses as an

Asset owned by, and/or a Liability of, as applicable, such Party, or the members of its Group, as applicable, not later than the Effective Time, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law).

(c) Nothing in this Section 2.9 shall require any member of either Group to make any non-*de minimis* payment (except to the extent advanced, assumed or agreed in advance to be reimbursed by any member of the other Group), incur any non-*de minimis* obligation or grant any non-*de minimis* concession for the benefit of any member of the other Group in order to effect any transaction contemplated by this Section 2.9.

2.10 Bank Accounts; Cash Balances.

(a) Each Party agrees to take, or cause the members of its Group to take, at the Effective Time (or such earlier time as the Parties may agree) (or, in the case of any Deferred SpinCo Local Business, as of prior to the Local Closing Date), all actions necessary to amend all contracts or agreements governing each bank and brokerage account owned by SpinCo or any other member of the SpinCo Group (collectively, the "SpinCo Accounts") and all contracts or agreements governing each bank or brokerage account owned by Parent or any other member of the Parent Group (collectively, the "Parent Accounts") so that each such SpinCo Account and Parent Account, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "Linked") to any Parent Account or SpinCo Account, respectively, is de-Linked from such Parent Account or SpinCo Account, respectively.

(b) It is intended that, following consummation of the actions contemplated by Section 2.10(a), there will be in place a cash management process pursuant to which the SpinCo Accounts will be managed and funds collected will be transferred into one (1) or more accounts maintained by SpinCo or a member of the SpinCo Group.

(c) It is intended that, following consummation of the actions contemplated by Section 2.10(a), there will continue to be in place a cash management process pursuant to which the Parent Accounts will be managed and funds collected will be transferred into one (1) or more accounts maintained by Parent or a member of the Parent Group.

(d) Without limiting the rights to indemnification provided in this Agreement, with respect to any outstanding checks issued or payments initiated by Parent, SpinCo, or any of the members of their respective Groups prior to the Effective Time (or, in the case of any Deferred SpinCo Local Business, prior to the Local Closing Date), such outstanding checks and payments shall be honored following the Effective Time (or, as applicable, following the Local Closing Date) by the Person or Group owning the account on which the check is drawn or from which the payment was initiated, respectively.

(e) Subject, in the case of any Deferred SpinCo Local Business, to Section 2.4, as between Parent and SpinCo (and the members of their respective Groups), all payments made and reimbursements received after the Effective Time by either Party (or member of its Group) that relate to a business, Asset or Liability of the other Party (or member of its Group), shall be held by such Party in trust for the use and benefit of the Party entitled thereto and, as promptly as reasonably practicable following receipt by such Party of any such payment or reimbursement, such Party shall pay over, or shall cause the applicable member of its Group to pay over to the other Party, the amount of such payment or reimbursement without right of set-off, and such payments shall be documented in a manner satisfactory to the Parties.

2.11 Ancillary Agreements. Effective at or prior to the Effective Time, each of Parent and SpinCo shall, or shall cause the applicable members of their Groups to, execute and deliver all Ancillary Agreements to which it or such member, as applicable, is a party.

2.12 Disclaimer of Representations and Warranties.

(a) EACH OF PARENT (ON BEHALF OF ITSELF AND EACH MEMBER OF THE PARENT GROUP) AND SPINCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SPINCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR OTHERWISE, IS (X) REPRESENTING OR WARRANTING IN ANY WAY AS TO: (A) THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, (B) ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, (C) THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, (D) THE ABSENCE OF ANY DEFENSES OR RIGHT OF SET-OFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR (E) AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER OR THEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF, OR (Y) MAKING ANY OTHER REPRESENTATIONS OR GRANTING ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED OR LICENSED ON AN “AS IS,” “WHERE IS” BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM OF DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES OR LICENSEES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY APPROVALS OR NOTIFICATIONS ARE NOT OBTAINED OR MADE OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

(b) Each of Parent (on behalf of itself and each of member of the Parent Group) and SpinCo (on behalf of itself and each of member of the SpinCo Group) further understands and agrees that if the disclaimer of express or implied representations and warranties contained in Section 2.12(a) is held unenforceable or is unavailable for any reason under the Laws of any jurisdiction outside the United States or if, under the Laws of a jurisdiction outside the United States, both Parent or any member of the Parent Group, on the one hand, and SpinCo or any member of the SpinCo Group, on the other hand, are jointly or severally liable for any SpinCo Liability or any Parent Liability, respectively, then, the Parties intend that, notwithstanding any provision to the contrary under the Laws of such foreign jurisdictions, the provisions of this Agreement and the Ancillary Agreements (including the disclaimer of all representations and warranties, allocation of Liabilities among the Parties and their respective Subsidiaries, releases, indemnification and contribution of Liabilities) shall prevail for any and all purposes among the Parties and their respective Subsidiaries.

2.13 Credit Facilities; SpinCo Financing Arrangements; SpinCo Cash Distribution.

(a) *Financing Arrangements*. Prior to the Effective Time, the SpinCo Financing Arrangements shall have been consummated.

(b) *SpinCo Cash Distribution*. Pursuant to the Contribution, SpinCo shall make a cash distribution to Parent in an amount equal to approximately $501,000,000 (the "SpinCo Cash Distribution").

2.14 Financial Information Certifications. Parent's disclosure controls and procedures and internal control over financial reporting (as each is contemplated by the Exchange Act) are currently applicable to SpinCo as its Subsidiary. In order to enable the principal executive officer and principal financial officer of SpinCo to make the certifications required of them under Section 302 of the Sarbanes-Oxley Act of 2002 following the Distribution in respect of any quarterly or annual fiscal period of SpinCo that begins on or prior to the Distribution Date in respect of which financial statements are not included in the Form 10 (a "Straddle Period"), upon twenty (20) business days' advance written request by SpinCo, Parent shall provide SpinCo with one (1) or more certifications with respect to such disclosure controls and procedures and the effectiveness thereof and whether there were any changes in the internal controls over financial reporting that have materially affected or are reasonably likely to materially affect the internal control over financing reporting, which certification(s) shall (x) be with respect to the applicable Straddle Period (it being understood that no certification need be provided with respect to any period or portion of any period after the Distribution Date) and (y) be in substantially the same form as those that had been provided by officers or employees of Parent in similar certifications delivered prior to the Distribution Date, with such changes thereto as Parent may reasonably determine. Such certification(s) shall be provided by Parent (and not by any officer or employee in their individual capacity).

2.15 Real Estate Separation Documents. Prior to the Distribution, the Parties shall, and shall cause their respective applicable Group members to, use reasonable best efforts to obtain and make any necessary Approvals or Notifications (whether from Third Parties or Governmental Authorities) and enter into the Real Estate Separation Documents to make the Real Estate Separation Documents effective at or prior to the Distribution; provided, however, that nothing in this Agreement shall be deemed to require entering into any Real Estate Separation Document unless and until any necessary Approvals or Notifications are obtained or made, as applicable. In the event any such Approvals or Notifications have not been obtained prior to the Distribution, the Parties shall use reasonable best efforts (subject to the terms of this Section 2.15) to obtain or make such Approval or Notification as promptly as reasonably practicable following the Distribution and, upon receipt of such Approval or Notification, shall execute the applicable Real Estate Separation Document; provided, however, that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation or the relinquishment or forbearance of any rights) to any Person in order to obtain or make any such Approval or Notification (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees). If any Real Estate Separation Document is not effective prior to the Distribution, then the Parties shall, and shall cause their respective Group members to, cooperate in any reasonable and permissible arrangement to provide that, following the Distribution and until such time of effectiveness of the applicable Real Estate Separation Document, a member of the SpinCo Group shall receive the interest in the benefits and obligations of SpinCo or the applicable member of the SpinCo Group under the proposed terms of such Real Estate Separation Document and a member of the Parent Group shall receive the interest in the benefits and obligations of Parent or the applicable member of the Parent Group under the proposed terms of such Real Estate Separation Document. In the event of a conflict between this Agreement and any Real Estate Separation Document, the applicable Real Estate Separation Document shall govern. To the extent any matter is not addressed in a Real Estate Separation Document, but is addressed in this Agreement, the terms of this Agreement shall control as to such matter.

2.16 Cash Adjustment. Following the date hereof, each of Parent and SpinCo agrees to take the actions set forth on Schedule 2.16.

ARTICLE III
THE DISTRIBUTION

3.1 Sole and Absolute Discretion; Cooperation.

(a) Notwithstanding anything to the contrary set forth in this Agreement or in any Ancillary Agreement, until the Effective Time, Parent shall, in its sole and absolute discretion, determine whether to proceed with the Distribution and any and all terms of the Distribution, including the form, structure and terms of any transaction(s) and/or offering(s) to effect the Distribution and the timing and conditions to the consummation of the Distribution. In addition, Parent may, in its sole discretion, determine the Distribution Date and may, at any time and from time to time until the consummation of the Distribution, modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution. Nothing herein shall in any way limit Parent's right to terminate this Agreement or the Distribution as set forth in Article IX or alter the consequences of any such termination from those specified in Article IX.

(b) SpinCo shall cooperate with Parent to accomplish the Distribution and shall, at Parent's direction, promptly take any and all actions necessary or desirable to effect the Distribution, including in respect of the registration under the Exchange Act of SpinCo Shares on the Form 10. Parent shall select any investment bank or manager in connection with the Distribution, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors for Parent and SpinCo. SpinCo and Parent, as the case may be, will provide to the Distribution Agent any information required in order to complete the Distribution.

3.2 Actions Prior to the Distribution. Prior to the Effective Time and subject to the terms and conditions set forth herein, the Parties shall take, or cause to be taken, the following actions in connection with the Distribution:

(a) *Notice to the NYSE*. Parent shall, to the extent possible, give the NYSE not less than ten (10) days' advance notice of the Record Date in compliance with Rule 10b-17 under the Exchange Act.

(b) *SpinCo Certificate of Incorporation and SpinCo Bylaws*. On or prior to the Distribution Date, Parent and SpinCo shall take all necessary actions so that, as of the Effective Time, the SpinCo Certificate of Incorporation and the SpinCo Bylaws shall become the certificate of incorporation and bylaws of SpinCo, respectively.

(c) *SpinCo Directors and Officers*. On or prior to the Distribution Date, Parent and SpinCo shall take all necessary actions so that as of the Effective Time: (i) the directors and executive officers of SpinCo shall be those set forth in the Information Statement made available to the Record Holders prior to the Distribution Date, unless otherwise agreed by the Parties; (ii) each individual referred to in clause (i) shall have resigned from his or her position, if any, as a member of the Parent Board and/or as an executive officer of Parent; and (iii) SpinCo shall have such other officers as SpinCo shall appoint, subject to Parent's approval.

(d) *Nasdaq Listing*. SpinCo shall prepare and file, and shall use its reasonable best efforts to have approved, an application for the listing of the SpinCo Shares to be distributed in the Distribution and the SpinCo Shares to be reserved for issuance pursuant to any director or employee benefit plan or arrangement on Nasdaq (and such other stock exchanges as may be necessary or desirable), subject to official notice of distribution.

(e) *Securities Law Matters*. Parent and SpinCo shall prepare, and SpinCo shall file, any amendments or supplements to the Form 10 as may be necessary or advisable in order to cause the

Form 10 to become and remain effective as required by the SEC or federal, state or other applicable securities Laws. Parent and SpinCo shall cooperate in preparing, filing with the SEC and causing to become effective registration statements or amendments thereof which are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. Parent and SpinCo shall prepare, and SpinCo shall, to the extent required under applicable Law, file with the SEC any such documentation and any requisite no-action letters that Parent determines are necessary or desirable to effectuate the Distribution, and Parent and SpinCo shall each use reasonable best efforts to obtain all necessary approvals from the SEC with respect thereto as soon as practicable. Parent and SpinCo shall take all such action as may be necessary or advisable under the securities or blue sky laws of the United States (and any comparable Laws under any non-U.S. jurisdiction) in connection with the Distribution.

(f) *Availability of Information Statement*. Parent shall, as soon as is reasonably practicable after the Form 10 is declared effective under the Exchange Act and the Parent Board has approved the Distribution, cause the Information Statement to be made available to the Record Holders.

(g) *The Distribution Agent*. Parent shall enter into a distribution agent agreement with the Distribution Agent or otherwise provide instructions to the Distribution Agent regarding the Distribution.

3.3 Conditions to the Distribution.

(a) The consummation of the Distribution shall be subject to the satisfaction, or waiver by Parent, in whole or in part, in its sole and absolute discretion, of the following conditions:

(i) The SEC shall have declared effective the Form 10; no order suspending the effectiveness of the Form 10 shall be in effect; and no proceedings for such purposes shall have been instituted or threatened by the SEC;

(ii) The Information Statement shall have been made available to the Record Holders;

(iii) Parent shall have received a private letter ruling from the IRS, satisfactory to the Parent Board, regarding certain U.S. federal income tax matters (the "Private Letter Ruling") and the Private Letter Ruling remains in force;

(iv) Parent shall have received an opinion from White & Case LLP, satisfactory to the Parent Board, regarding the qualification of the Contribution and the Distribution, taken together, as a transaction described in Sections 355 and 368(a)(1)(D) of the Code;

(v) The transfer of the SpinCo Assets (other than any Delayed SpinCo Asset and any SpinCo Assets deferred as part of a Deferred SpinCo Local Business) and SpinCo Liabilities (other than any Delayed SpinCo Liability and any SpinCo Liabilities deferred as part of a Deferred SpinCo Local Business) contemplated to be transferred from Parent (or the applicable members of its Group) to SpinCo on or prior to the Distribution shall have occurred as contemplated by Section 2.1, and the transfer of the Parent Assets (other than any Delayed Parent Asset) and Parent Liabilities (other than any Delayed Parent Liability) contemplated to be transferred from SpinCo to Parent (or the applicable members of its Group) on or prior to the Distribution Date shall have occurred as contemplated by Section 2.1, in each case pursuant to the Plan of Reorganization;

(vi) The actions and filings necessary or advisable under applicable U.S. federal, U.S. state or other securities Laws or blue sky Laws and the rules and regulations thereunder shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable Governmental Authority;

(vii) The Parent Board shall have declared the Distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn);

(viii) Any required approvals of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement and the Ancillary Agreements shall have been obtained and be in full force and effect;

(ix) Each of the Ancillary Agreements shall have been duly executed and delivered by the applicable parties thereto;

(x) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Separation, the Distribution or any of the transactions related thereto shall be pending or in effect;

(xi) The SpinCo Shares to be distributed to the Parent stockholders in the Distribution shall have been accepted for listing on Nasdaq, subject to official notice of distribution;

(xii) Parent shall have received the proceeds from the SpinCo Cash Distribution; and

(xiii) No other events or developments shall exist or shall have occurred that, in the judgment of the Parent Board, in its sole and absolute discretion, makes it inadvisable to effect the Separation, the Distribution or the other transactions contemplated by this Agreement or any Ancillary Agreement.

(b) The foregoing conditions are for the sole benefit of Parent and not for the benefit of any other Person and shall not give rise to or create any duty on the part of Parent or the Parent Board to waive or not waive any such condition or in any way limit Parent's right to terminate this Agreement as set forth in Article IX or alter the consequences of any such termination from those specified in Article IX. Any determination made by the Parent Board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in Section 3.3(a) shall be conclusive and binding on the Parties. If Parent waives any material condition, it shall promptly issue a press release disclosing such fact and file a Current Report on Form 8-K with the SEC describing such waiver.

3.4 The Distribution.

(a) Subject to Section 3.3, at or prior to the Effective Time, SpinCo shall deliver to the Distribution Agent, for the benefit of the Record Holders, book-entry transfer authorizations for such number of the outstanding SpinCo Shares as is necessary to effect the Distribution, and shall cause the transfer agent for the Parent Shares to instruct the Distribution Agent to distribute at the Effective Time the appropriate number of SpinCo Shares to each such Record Holder or designated transferee or transferees thereof by way of direct registration in book-entry form. SpinCo shall not issue paper stock certificates in respect of the SpinCo Shares. The Distribution shall be effective at the Effective Time.

(b) Subject to Sections 3.3 and 3.4(c), each Record Holder will be entitled to receive in the Distribution a number of whole SpinCo Shares equal to the number of Parent Shares held by such Record Holder on the Record Date multiplied by the Distribution Ratio, rounded down to the nearest whole number.

(c) No fractional shares shall be distributed or credited to book-entry accounts in connection with the Distribution, and any such fractional share interests to which a Record Holder would

otherwise be entitled shall not entitle such Record Holder to vote or to any other rights as a stockholder of SpinCo. In lieu of any such fractional shares, each Record Holder who, but for the provisions of this Section 3.4(c), would be entitled to receive a fractional share interest of a SpinCo Share pursuant to the Distribution, shall be paid cash, without any interest thereon, as hereinafter provided. As soon as practicable after the Effective Time, Parent shall direct the Distribution Agent to determine the number of whole and fractional SpinCo Shares allocable to each Record Holder, to aggregate all such fractional shares into whole shares, and to sell the whole shares obtained thereby in the open market at the then-prevailing prices on behalf of each Record Holder who otherwise would be entitled to receive fractional share interests (with the Distribution Agent, in its sole and absolute discretion, determining when, how and through which broker-dealer and at what price to make such sales), and to cause to be distributed to each such Record Holder, in lieu of any fractional share, such Record Holder's ratable share of the total proceeds of such sale, after deducting any Taxes required to be withheld and applicable transfer Taxes, and after deducting the costs and expenses of such sale and distribution, including brokers fees and commissions. None of Parent, SpinCo or the Distribution Agent shall be required to guarantee any minimum sale price for the fractional SpinCo Shares sold in accordance with this Section 3.4(c). Neither Parent nor SpinCo shall be required to pay any interest on the proceeds from the sale of fractional shares. Neither the Distribution Agent nor the broker-dealers through which the aggregated fractional shares are sold shall be Affiliates of Parent or SpinCo. Solely for purposes of computing fractional share interests pursuant to this Section 3.4(c) and Section 3.4(d), the beneficial owner of Parent Shares held of record in the name of a nominee in any nominee account shall be treated as the Record Holder with respect to such shares.

(d) Any SpinCo Shares or cash in lieu of fractional shares with respect to SpinCo Shares that remain unclaimed by any Record Holder one hundred eighty (180) days after the Distribution Date shall be delivered to SpinCo, and SpinCo or its transfer agent shall hold such SpinCo Shares and cash for the account of such Record Holder, and the Parties agree that all obligations to provide such SpinCo Shares and cash, if any, in lieu of fractional share interests shall be obligations of SpinCo, subject in each case to applicable escheat or other abandoned property Laws, and Parent shall have no Liability with respect thereto.

(e) Until the SpinCo Shares are duly transferred in accordance with this Section 3.4 and applicable Law, from and after the Effective Time, SpinCo shall regard the Persons entitled to receive such SpinCo Shares as record holders of SpinCo Shares in accordance with the terms of the Distribution without requiring any action on the part of such Persons. SpinCo agrees that, subject to any transfers of such shares, from and after the Effective Time, (i) each such holder shall be entitled to receive all dividends, if any, payable on, and exercise voting rights and all other rights and privileges with respect to, the SpinCo Shares then held by such holder, and (ii) each such holder will be entitled, without any action on the part of such holder, to receive evidence of ownership of the SpinCo Shares then held by such holder.

ARTICLE IV
MUTUAL RELEASES; INDEMNIFICATION

4.1 Release of Pre-Distribution Claims.

(a) *SpinCo Release of Parent*. Except as provided in Sections 4.1(c) and 4.1(d), effective as of the Effective Time, SpinCo does hereby, for itself and each other member of the SpinCo Group, and their respective successors and assigns, and, to the extent permitted by applicable Law, all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the SpinCo Group (in each case, in their respective capacities as such), remise, release and forever discharge (i) Parent and the members of the Parent Group, and their respective successors and assigns, (ii) all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the Parent Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, and (iii)

all Persons who at any time prior to the Effective Time are or have been stockholders, directors, officers, agents or employees of a Transferred Entity and who are not, as of immediately following the Effective Time, directors, officers or employees of SpinCo or a member of the SpinCo Group, in each case from: (A) all SpinCo Liabilities, (B) all Liabilities arising from or in connection with the transactions contemplated hereby and all other activities to implement the Separation and the Distribution and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the SpinCo Business, the SpinCo Assets or the SpinCo Liabilities. In furtherance of the foregoing, SpinCo hereby, for itself and each other member of the SpinCo Group, and their respective successors and assigns, and, to the extent permitted by applicable Law, all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the SpinCo Group (in each case, in their respective capacities as such) waives any claim or remedy now or hereafter available under any Environmental Law against (i) Parent and the members of the Parent Group, and their respective successors and assigns, (ii) all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the Parent Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, and (iii) all Persons who at any time prior to the Effective Time are or have been stockholders, directors, officers, agents or employees of a Transferred Entity and who are not, as of immediately following the Effective Time, directors, officers or employees of SpinCo or a member of the SpinCo Group.

(b) *Parent Release of SpinCo*. Except as provided in Sections 4.1(c) and 4.1(d), effective as of the Effective Time, Parent does hereby, for itself and each other member of the Parent Group and their respective successors and assigns, and, to the extent permitted by applicable Law, all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the Parent Group (in each case, in their respective capacities as such), remise, release and forever discharge (i) SpinCo and the members of the SpinCo Group and their respective successors and assigns, and (ii) all Persons who at any time prior to the Effective Time have been stockholders, directors, officers, agents or employees of any member of the SpinCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from (A) all Parent Liabilities, (B) all Liabilities arising from or in connection with the transactions contemplated hereby and all other activities to implement the Separation and the Distribution and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the Parent Business, the Parent Assets or the Parent Liabilities.

(c) *Obligations Not Affected*. Nothing contained in Section 4.1(a) or 4.1(b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.8(b) (or the applicable Schedules thereto) after the Effective Time, in each case in accordance with their respective terms. Nothing contained in Section 4.1(a) or 4.1(b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the Parent Group or any members of the SpinCo Group that is specified in Section 2.8(b) (or the applicable Schedules thereto) to continue after the Effective Time, or any other Liability specified in Section 2.8(b) to continue after the Effective Time;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Liability for the sale, lease, construction or receipt of goods, property or services purchased, obtained or used in the ordinary course of business by a member of one Group from a member of the other Group prior to the Effective Time;

(iv) any Liability that the Parties may have with respect to indemnification or contribution or other obligation pursuant to this Agreement, any Ancillary Agreement or otherwise for claims brought against the Parties by Third Parties, which Liability shall be governed by the provisions of this Article IV and Article V and, if applicable, the appropriate provisions of the Ancillary Agreements; or

(v) any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 4.1.

In addition, nothing contained in Section 4.1(a) shall release any member of the Parent Group from honoring its existing obligations to indemnify any director, officer or employee of a member of the SpinCo Group who was a director, officer or employee of any member of the Parent Group at or prior to the Effective Time, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which such director, officer or employee was entitled to such indemnification pursuant to such existing obligations; provided, that if a director of SpinCo receives indemnification payments from Parent or SpinCo, as the case may be, with respect to a particular Liability for which such director is entitled to indemnification, such director shall not be entitled to receive indemnification payments from the other Party with respect to the same Liability to the extent of the indemnification payments previously received by such director from Parent or SpinCo, as the case may be; provided, further, that if the underlying obligation giving rise to such Action is a SpinCo Liability, SpinCo shall indemnify Parent for such Liability (including Parent's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article IV.

(d) *No Claims*. SpinCo shall not make, and shall not permit any other member of the SpinCo Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Parent or any other member of the Parent Group, or any other Person released pursuant to Section 4.1(a), with respect to any Liabilities released pursuant to Section 4.1(a). Parent shall not make, and shall not permit any other member of the Parent Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against SpinCo or any other member of the SpinCo Group, or any other Person released pursuant to Section 4.1(b), with respect to any Liabilities released pursuant to Section 4.1(b).

(e) *Execution of Further Releases*. At any time at or after the Effective Time, at the request of either Party, the other Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions of this Section 4.1.

4.2 Indemnification by SpinCo. Except as otherwise specifically set forth in this Agreement or in any Ancillary Agreement or as otherwise agreed to in writing by the Parties, to the fullest extent permitted by applicable Law, SpinCo shall, and shall cause the other members of the SpinCo Group to, indemnify, defend and hold harmless Parent, each member of the Parent Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Parent Indemnitees"), from and against any and all Liabilities of the Parent Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any SpinCo Liability;

(b) any failure of SpinCo, any other member of the SpinCo Group or any other Person to pay, perform or otherwise promptly discharge any SpinCo Liabilities in accordance with their terms, whether prior to, on or after the Effective Time;

(c) any breach by SpinCo or any other member of the SpinCo Group of this Agreement or any of the Ancillary Agreements;

(d) the conduct of any business, operation or activity by SpinCo or any member of the SpinCo Group whether before or after the Effective Time;

(e) except to the extent it relates to a Parent Liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement, arrangement, commitment or understanding for the benefit of any member of the SpinCo Group by any member of the Parent Group that survives following the Distribution, including, but not limited to, the Real Estate Guarantees; and

(f) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the Form 10, the Information Statement (as amended or supplemented if SpinCo shall have furnished any amendments or supplements thereto) or any other Disclosure Document, other than the matters described in clause (f) of Section 4.3.

4.3 Indemnification by Parent. Except as otherwise specifically set forth in this Agreement or in any Ancillary Agreement, to the fullest extent permitted by applicable Law, Parent shall, and shall cause the other members of the Parent Group to, indemnify, defend and hold harmless SpinCo, each member of the SpinCo Group and each of their respective past, present and future directors, officers, employees or agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "SpinCo Indemnitees"), from and against any and all Liabilities of the SpinCo Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any Parent Liability;

(b) any failure of Parent, any other member of the Parent Group or any other Person to pay, perform or otherwise promptly discharge any Parent Liabilities in accordance with their terms, whether prior to, on or after the Effective Time;

(c) any breach by Parent or any other member of the Parent Group of this Agreement or any of the Ancillary Agreements;

(d) the conduct of any business, operation or activity by Parent or any member of the Parent Group from and after the Effective Time (other than the conduct of business, operations, or activities for the benefit of SpinCo or any of the members of its Group pursuant to this Agreement or any Ancillary Agreement);

(e) except to the extent it relates to a SpinCo Liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement, arrangement, commitment or understanding for the benefit of any member of the Parent Group by any member of the SpinCo Group that survives following the Distribution; and

(f) any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to statements made explicitly in Parent's name in the Form 10, the Information Statement (as amended or supplemented if SpinCo shall have furnished any amendments or supplements thereto) or any other Disclosure Document; it being agreed that the statements set forth on Schedule 4.3(f) shall be the only statements made explicitly in Parent's name in the Form 10, the Information Statement or any other Disclosure Document, and all other information contained in the Form 10, the Information Statement or any other Disclosure Document shall be deemed to be information supplied by SpinCo.

4.4 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) The Parties intend that any Liability subject to indemnification, contribution or reimbursement pursuant to this Article IV or Article V will be net of Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of any indemnifiable Liability. Accordingly, the amount that either Party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification or contribution hereunder (an "Indemnitee") shall be reduced by any Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds or any other amounts in respect of such Liability, then within thirty (30) days of receiving such payment, the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties agree that an insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement or in any Ancillary Agreement, have any subrogation rights with respect thereto, it being understood that no insurer or any other Third Party shall be entitled to a "windfall" (*i.e.*, a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification and contribution provisions hereof. Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneys' fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification or contribution may be available under this Article IV. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required, or otherwise satisfying any indemnification obligation, under the terms of this Agreement pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

4.5 Procedures for Indemnification of Third-Party Claims.

(a) *Notice of Claims*. If, at or following the Effective Time, an Indemnitee shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Parent Group or the SpinCo Group of any claim or of the commencement by any such Person of any Action (collectively, a "Third-Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 4.2 or 4.3, or any other Section of this Agreement or any Ancillary Agreement, such Indemnitee shall give such Indemnifying

Party written notice thereof as soon as practicable, but in any event within thirty (30) days (or sooner if the nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Section 4.5(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party is actually prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 4.5(a).

(b) *Control of Defense*. An Indemnifying Party shall defend (and seek to settle or compromise), at its own expense and with its own counsel, any Third-Party Claim; provided, that, prior to the Indemnifying Party assuming and controlling the defense of such Third-Party Claim, it shall first confirm to the Indemnitee in writing that, assuming the facts presented to the Indemnifying Party by the Indemnitee are true, the Indemnifying Party shall indemnify the Indemnitee for any such damages to the extent resulting from, or arising out of, such Third-Party-Claim. Notwithstanding the foregoing, if in the course of defending such Third-Party Claim, (i) the Indemnifying Party discovers that the facts presented at the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third-Party Claim were not true in all material respects and (ii) such untruth provides a reasonable basis for asserting that the Indemnifying Party does not have an indemnification obligation in respect of such Third-Party Claim, then (A) the Indemnifying Party shall promptly thereafter provide the Indemnitee written notice of its assertion that it does not have an indemnification obligation in respect of such Third-Party Claim and (B) the Indemnitee shall assume the defense of such Third-Party Claim; provided, however, that the Indemnifying Party shall not assume the defense of any Third-Party Claim to the extent such Third-Party Claim (x) is an Action by a Governmental Authority, (y) involves an allegation of a criminal violation or (z) seeks injunctive relief against the Indemnitee.

(c) *Allocation of Defense Costs*. An Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of a Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred by the Indemnifying Party during the course of the defense of such Third-Party Claim by such Indemnifying Party, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense.

(d) *Right to Monitor and Participate*. An Indemnitee shall have the right to employ separate counsel (including local counsel as necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee, but the fees and expenses of such counsel shall be at the expense of such Indemnitee, and the provisions of Section 4.5(c) shall not apply to such fees and expenses. Notwithstanding the foregoing, but subject to Sections 6.7 and 6.8, the Indemnitee shall cooperate with the Indemnifying Party in the defense of any Third-Party Claim and make available to the Indemnifying Party, at the Indemnitee's expense, all witnesses, information and materials in the Indemnitee's possession or under the Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party. In addition to the foregoing, if any Indemnitee reasonably determines in good faith that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel) and to participate in (but not control) the defense, compromise, or settlement thereof, and in such case the Indemnifying Party shall bear the reasonable fees and expenses of such counsel for all Indemnitees.

(e) *No Settlement*. Neither any member of the Parent Group, nor any member of the SpinCo Group, may settle or compromise any Third-Party Claim for which a SpinCo Indemnitee or a Parent Indemnitee, respectively, is seeking or is reasonably expected to seek to be indemnified hereunder without

the prior written consent of SpinCo or Parent, respectively, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising Party, does not involve any admission, finding or determination of wrongdoing or violation of Law by any SpinCo Indemnitee or any Parent Indemnitee, respectively, provides for a full, unconditional and irrevocable release of each SpinCo Indemnitee or each Parent Indemnitee, respectively, from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party delivers the other Party a written notice containing a proposal to settle or compromise a Third-Party Claim for which an Indemnitee is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within ten (10) business days or such longer period, not to exceed twenty (20) days, as may be agreed by the Parties, (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(f) *Allocation of Proceeding Liabilities*. The Parties acknowledge that Liabilities for Actions (regardless of the parties to the applicable Action) may be partly Parent Liabilities and partly SpinCo Liabilities. If the Parties cannot agree on an allocation of any such Liabilities for Actions (or such matters or types of matters have not been allocated or addressed either in the definition of SpinCo Liabilities, in Schedule 2.3(a)(x), or otherwise as set forth in this Agreement or any Ancillary Agreement), they shall resolve the matter pursuant to the procedures set forth in Article VII. Neither Party shall, nor shall either Party permit its Subsidiaries to, file Third Party claims or cross-claims against the other Party or its Subsidiaries in an Action in which a Third-Party Claim is being resolved.

(g) *Cooperation as to Removal*. Each of the Parties agrees that at all times from and after the Effective Time, if an Action is commenced by a Third Party naming two or more Parties (or any Affiliates of such Parties) as defendants and with respect to which one or more named Parties (or any Affiliates of such Parties) is a nominal defendant and/or such Action is related solely to an Asset or Liability that the other Party has been allocated under this Agreement or any Ancillary Agreement, then the other Party or Parties shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

4.6 Additional Matters.

(a) *Timing of Payments*. Indemnification or contribution payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification or contribution under this Article IV shall be paid reasonably promptly (but in any event within thirty (30) days of the final determination of the amount that the Indemnitee is entitled to indemnification or contribution under this Article IV) by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification or contribution payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. The indemnity and contribution provisions contained in this Article IV shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, and (ii) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder.

(b) *Notice of Direct Claims*. Any claim for indemnification or contribution under this Agreement or any Ancillary Agreement that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the applicable Indemnifying Party within thirty (30) days of such determination that such matter has given, or will likely give rise to, a right of indemnification under this Agreement or any Ancillary Agreement; provided that the failure by an Indemnitee to so assert any such claim shall not prejudice the ability of the Indemnitee to do so at a later time, except to the extent (if any) that the Indemnifying Party is actually prejudiced thereby. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party

does not respond within such thirty (30)-day period, such specified claim shall be conclusively deemed a Liability of the Indemnifying Party under this Section 4.6(b) or, in the case of any written notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of the claim (or such portion thereof) becomes finally determined. If such Indemnifying Party does not respond within such thirty (30)-day period or rejects such claim in whole or in part, such Indemnitee shall, subject to the provisions of Article VII, be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements, as applicable, without prejudice to its continuing rights to pursue indemnification or contribution hereunder.

(c) *Pursuit of Claims Against Third Parties*. If (i) a Party incurs any Liability arising out of this Agreement or any Ancillary Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use its commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against such Third Party.

(d) *Subrogation*. In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(e) *Substitution*. In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in Section 4.5 and this Section 4.6, and the Indemnifying Party shall fully indemnify the named defendant against all reasonable costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

(f) *Tax Matters Agreement Coordination*. The provisions of Section 4.2 through Section 4.10 (including Section 4.6(a)-(e)) shall not apply to Taxes to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. It is understood and agreed that Taxes and Tax matters, including the control of Tax-related proceedings, shall be governed by the Tax Matters Agreement to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. In the case of any conflict or inconsistency between this Agreement and the Tax Matters Agreement in relation to any matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall prevail.

4.7 Right of Contribution.

(a) *Contribution*. If any right of indemnification contained in Section 4.2 or 4.3 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

(b) *Allocation of Relative Fault*. Solely for purposes of determining relative fault pursuant to this Section 4.7: (i) any fault associated with the business conducted with the Deferred SpinCo Local Businesses, Delayed SpinCo Assets or Delayed SpinCo Liabilities (except for the intentional misconduct of a member of the Parent Group) or with the ownership, operation or activities of the SpinCo Business prior to the Effective Time shall be deemed to be the fault of SpinCo and the other members of the SpinCo Group, and no such fault shall be deemed to be the fault of Parent or any other member of the Parent Group; (ii) any fault associated with the business conducted with Delayed Parent Assets or Delayed Parent Liabilities (except for the intentional misconduct of a member of the SpinCo Group) shall be deemed to be the fault of Parent and the other members of the Parent Group, and no such fault shall be deemed to be the fault of SpinCo or any other member of the SpinCo Group; and (iii) any fault associated with the ownership, operation or activities of the Parent Business prior to the Effective Time shall be deemed to be the fault of Parent and the other members of the Parent Group, and no such fault shall be deemed to be the fault of SpinCo or any other member of the SpinCo Group.

4.8 Covenant Not to Sue. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnitee, or assert a defense against any claim asserted by any Indemnitee, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption of any SpinCo Liabilities by SpinCo or a member of the SpinCo Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; (b) the retention of any Parent Liabilities by Parent or a member of the Parent Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; or (c) the provisions of this Article IV are void or unenforceable for any reason.

4.9 Remedies Cumulative. The remedies provided in this Article IV shall be the sole monetary remedies available in respect of this Agreement.

4.10 Survival of Indemnities. The rights and obligations of each of Parent and SpinCo and their respective Indemnitees under this Article IV shall survive (a) the sale or other transfer by either Party or any member of its Group of any assets or businesses or the assignment by it of any Liabilities; or (b) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of the members of its Group.

ARTICLE V
CERTAIN OTHER MATTERS

5.1 Insurance Matters.

(a) SpinCo acknowledges and agrees, on its own behalf and on behalf of each member of the SpinCo Group and the SpinCo Indemnitees, that, from and after the Effective Time, neither SpinCo nor any member of the SpinCo Group nor any of the SpinCo Indemnitees shall have any rights to or under any of Parent's or the Parent Group's insurance policies, except as expressly provided in this Agreement or any Ancillary Agreement.

(b) Notwithstanding Section 5.1(a), from and after the Effective Time, with respect to any Liability incurred by SpinCo or any member of the SpinCo Group or SpinCo Indemnitees prior to the Effective Time (or, with respect to any Deferred SpinCo Local Business, prior to the Local Closing Date), to the extent reasonably possible, Parent or the member of the Parent Group that is insured thereunder will undertake commercially reasonable efforts to cause the applicable insurance company or companies to (i) continue to provide SpinCo and the members of the SpinCo Group and SpinCo Indemnitees with access to and coverage under the applicable insurance policies, and (ii) reasonably cooperate with SpinCo and the members of the SpinCo Group and SpinCo Indemnitees and take commercially reasonable actions as

reasonably may be requested to assist SpinCo and the members of the SpinCo Group and SpinCo Indemnitees in connection with such claims under applicable insurance policies; provided, that SpinCo shall in any event be solely responsible for any and all applicable deductibles, self-insured retentions, retrospective premiums, claims-handling charges, co-payments or any other expenses, charges or fees relating to such claims, including, without limitation, expenses, charges or fees of Parent personnel. In furtherance thereof, except as otherwise addressed in another Ancillary Agreement, to the extent Parent or any of the members of the Parent Group is billed by an insurance carrier or a third-party administrator (including under any workers compensation or auto liability policies) for claims that constitute SpinCo Liabilities or that Parent pays for such claims within a deductible or self-insured retention, Parent shall submit a statement to SpinCo following the end of each quarter (or with such lesser frequency as may be appropriate) setting forth the amount of such claims, and SpinCo shall reimburse Parent within thirty (30) days any amounts paid by it in respect of such SpinCo Liabilities. Notwithstanding the foregoing, subject to Section 5.7, neither Parent nor the insurance company or any member of the Parent Group shall be required to maintain any such insurance policies. For the avoidance of doubt, if an accident, first loss or first occurrence date is after the Effective Time (or, with respect to any Deferred SpinCo Local Business, prior to the Local Closing Date), or with respect to any claims-made policies the claim first is made after the Effective Time and is not provided for in Section 5.1(a), Section 5.1(b) or Section 5.7, then no payment for any damages, settlement(s), indemnification(s), costs of defense or any other sums with respect to such accident, first loss, first occurrence or claim shall be available to SpinCo or the members of the SpinCo Group and SpinCo Indemnitees under any such insurance policies. Neither SpinCo nor any member of the SpinCo Group or SpinCo Indemnitee, in connection with making a claim under any insurance policy of Parent or any member of the Parent Group pursuant to this Section 5.1(b), shall take, nor shall Parent or any member of the Parent Group be required to take, any action that would be reasonably likely to: (A) have an adverse impact on the then-current relationship between Parent or any member of the Parent Group or Parent Indemnitee, on the one hand, and the applicable insurance company, on the other hand; (B) result in the applicable insurance company terminating, materially changing or reducing coverage, or increasing the amount of any premium owed by Parent or any member of the Parent Group under the applicable insurance policy; or (C) otherwise compromise, jeopardize or interfere with the rights of Parent or any member of the Parent Group or Parent Indemnitee under the applicable insurance policy. At all times, the Parties shall, and shall cause their respective Groups and Indemnitees to, cooperate with reasonable requests for information by the other Party or the insurance companies regarding any such insurance policy claim.

(c) At the Effective Time, SpinCo shall have in effect all insurance programs required to comply with SpinCo's statutory, contractual and regulatory obligations and all such other insurance policies as are reasonably necessary or customary for companies operating a business similar to the SpinCo Business in every jurisdiction in which SpinCo may operate or face potentially covered exposures. Such insurance programs shall include, without limitation, general and excess liability, workers' compensation, employers liability, product liability, employment practices liability, D&O liability, fiduciary liability (specifically as provided in Section 5.7), property (including business income and additional and other customary extensions and types of coverage provided to businesses similar to the SpinCo Business) and, to the extent SpinCo or the members of the SpinCo Group participate in any clinical trials, clinical trial coverage.

(d) SpinCo agrees, on its own behalf and on behalf of the members of the SpinCo Group, that, from the Effective Time until the sixth anniversary of the Effective Time, in addition to the requirements of Section 5.1, it or they shall request of all insurance companies that Parent and the members of the Parent Group shall be named as additional insureds or loss payee, whichever is appropriate, under SpinCo's or the members of the SpinCo Group's insurance policies in respect of any Parent Liabilities arising out of the SpinCo Business or any accidents, occurrences or actual or alleged wrongful acts or omissions prior to the Effective Time, and provide Parent with proof of such status as additional insured or loss payee. SpinCo and the members of the SpinCo Group shall indemnify, hold harmless and reimburse

Parent and the members of the Parent Group and Parent Indemnitees for any and all costs or expenses incurred by Parent or the members of the Parent Group or Parent Indemnitees to the extent resulting from any of SpinCo's or the members of the SpinCo Group's insurance policies in which Parent or any of the members of the Parent Group are named as additional insureds or resulting from any of Parent's or the members of the Parent Group's insurance policies in connection with claims made under such insurance policies for the benefit of SpinCo's or the members of the SpinCo Group's directors and officers, including, without limitation, costs or expenses of or associated with any deductibles, self-insured retentions or uninsured losses, including, without limitation, under any D&O Policies referenced in Section 5.7.

(e) Neither Parent nor any of the members of the Parent Group shall have any obligation to secure extended reporting for any claims under any of Parent's or the Parent Group's claims-made or occurrence-reported liability policies for any acts or omissions by SpinCo or any member of the SpinCo Group or SpinCo Indemnitee incurred prior to the Effective Time.

(f) This Agreement shall not be considered as a contract of insurance and shall not be construed to waive any right or remedy of either Parent or any member of the Parent Group or Parent Indemnitee in respect of any of the Parent insurance policies and programs, or any other contract or policy of insurance or any claim whatsoever.

5.2 Late Payments. Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement or any Ancillary Agreement (and any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within thirty (30) days of such bill, invoice or other demand) shall accrue interest at a rate of five percent (5%) per annum.

5.3 Inducement. Each of SpinCo and Parent acknowledges and agrees that the other Party's willingness to cause, effect and consummate the Separation and the Distribution has been conditioned upon and induced by its covenants and agreements in this Agreement and the Ancillary Agreements, including its assumption and/or retention of the SpinCo Liabilities or the Parent Liabilities, as applicable, pursuant to the Separation and the provisions of this Agreement and its covenants and agreements contained in Article IV.

5.4 Post-Effective Time Conduct. The Parties acknowledge that, after the Effective Time, each Party shall be independent of the other Party, with responsibility for its own actions and inactions and its own Liabilities relating to, arising out of or resulting from the conduct of its business, operations and activities following the Effective Time, except as may otherwise be provided in any Ancillary Agreement, and each Party shall (except as otherwise provided in Article IV) use commercially reasonable efforts to prevent such Liabilities from being inappropriately borne by the other Party.

5.5 Use of Retained Names and Marks. SpinCo hereby acknowledges that Parent or its Affiliates or its or their licensors own all right, title and interest in and to any and all Retained Names and Marks (as defined below) and that, except as expressly provided herein or in the Ancillary Agreements, any and all right of SpinCo to use the Retained Names and Marks shall terminate as of the Distribution Date and shall immediately revert to Parent or its Affiliates, along with any and all goodwill associated therewith. SpinCo further acknowledges that it has no rights in any of the Retained Names and Marks, and that it is not acquiring any rights, directly or indirectly, to use the Retained Names and Marks, except as expressly provided herein or in the Ancillary Agreements. For purposes hereof, "Retained Names and Marks" means any and all company names and other Trademarks that were owned by either Party or any of the members of its Group as of the Effective Time (including all variations, translations, transliterations and acronyms thereof and all company names, Trademarks, internet domain names, social media accounts, addresses and all other identifiers and other identifiers of source or goodwill containing, incorporating or associated with any of the foregoing), excluding, on and after the Distribution Date, Trademarks included in the SpinCo Assets.

5.6 No Hire and No Solicitation of Employees. From and after the Distribution Date until the date that is twelve (12) months from Distribution Date, none of Parent, SpinCo or any member of their respective Groups will, without the prior written consent of the other applicable Party, either directly or indirectly, on their own behalf or in the service or on behalf of others, agree to an employment, contractual or other relationship or otherwise hire, retain or employ any employee of any other Party's respective Group. Until the date that is twelve (12) months from the Distribution Date, none of Parent, SpinCo or any member of their respective Groups will, without the prior written consent of the other applicable Party, either directly or indirectly, on their own behalf or in the service or on behalf of others, solicit, aid, induce or encourage any employee of any other Party's respective Group to leave his or her employment. Notwithstanding the foregoing, nothing in this Section 5.6 shall restrict or preclude Parent, SpinCo or any member of their respective Groups from soliciting or hiring (i) during the nonsolicitation period referenced above, any employee who responds to a general solicitation or advertisement or contact by a recruiter, whether in-house or external, that is not specifically targeted or focused on the employees employed by any other Party's respective Group (and nothing shall prohibit such generalized searches for employees through various means, including, but not limited to, the use of advertisements in the media (including trade media) or the engagement of search firms to engage in such searches); provided that the applicable Party has not encouraged or advised such firm to approach any such employee; (ii) any employee whose employment has been terminated by the other Party's respective Group; or (iii) any employee whose employment has been terminated by such employee after sixty (60) days from the date of termination of such employee's employment. For purposes of this Section 5.6, receipt of the written consent of the then-serving Senior Vice President of Human Resources of Parent or SpinCo, as applicable, shall be required for Parent's or SpinCo's consent, as applicable, to be deemed to have been granted.

5.7 Directors and Officers Insurance; Fiduciary Liability Insurance. On and after the Distribution Date, Parent shall not, and shall cause the members of the Parent Group not to, take any action that would limit the coverage of the individuals who acted as directors or officers of SpinCo (or members of the SpinCo Group) prior to the Distribution Date under any directors and officers liability insurance policies or fiduciary liability insurance policies (collectively, "D&O Policies") maintained by the members of the Parent Group in respect of claims relating to a period prior to the Distribution Date. Parent shall, and shall cause the members of the Parent Group to, reasonably cooperate with the individuals who acted as directors or officers of SpinCo (or members of the SpinCo Group) prior to the Distribution Date in their pursuit of any coverage claims under such D&O Policies which could inure to the benefit of such individuals. Parent shall, and shall cause members of the Parent Group to, allow SpinCo and its agents and representatives, upon reasonable prior notice and during regular business hours, to examine the relevant D&O Policies maintained by Parent and members of the Parent Group pursuant to this Section 5.7. Parent shall provide, and shall cause other members of the Parent Group to provide, such cooperation as is reasonably requested by SpinCo in order for SpinCo to have in effect on and after the Distribution Date such new D&O Policies as SpinCo deems appropriate with respect to claims reported on or after the Distribution Date.

5.8 No Right to Use Regulatory Information. Except as otherwise set forth on Schedule 5.8(b) (a) none of Parent or any member of the Parent Group shall have a right of reference to or otherwise be entitled to use the regulatory filings or other regulatory information to the extent exclusively related to any SpinCo Products; and (b) none of SpinCo or any member of the SpinCo Group shall have a right of reference to or otherwise be entitled to use the regulatory filings or other regulatory information owned or controlled by Parent or any member of the Parent Group for any products in the Parent Business.

5.9 Procedures Related to Certain Actions.

(a) Without limiting the provisions of Section 4.5, and subject to Section 5.1, the Parties acknowledge and agree that SpinCo shall exclusively conduct and control the defense, settlement and/or other resolution of the SpinCo Actions and Parent shall exclusively conduct and control the defense, settlement and/or other resolution of the Parent Actions. Each Party agrees that if the other Party is wrongly named in its claim, such Party shall use commercially reasonable efforts to remove the wrongly named Party from the claim and shall consult with the wrongly named Party until its removal from the claim.

(b) A list of Actions asserted against, involving or potentially involving both Parent, the members of the Parent Group and/or the Parent Business and SpinCo, the members of the SpinCo Group and/or the SpinCo Business as of the date hereof for which costs and liability will be shared is set forth on Schedule 5.9(b) (the "Shared Existing Actions") together with (x) the Party allocated responsibility to conduct and control the defense, settlement and/or other resolution of such matters (such named Party, the "Controlling Party") and (y) unless otherwise agreed by the Controlling Party and the other Party (the "Non-Controlling Party"), each Party's respective share of costs and liability for any such Shared Existing Action.

(c) With respect to any Actions arising after the date hereof that implicates both Parties in any material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree the Party that has primary responsibility for Liabilities arising in connection with such Action shall be the Controlling Party with respect to such Action (unless the control of such defense has otherwise been allocated or addressed in Schedule 2.3(a)(x), Schedule 5.9(b), or otherwise as set forth in this Agreement or any Ancillary Agreement). To the extent that the Parties' respective share of costs and Liability with respect to any such Action is not set forth on Schedule 5.9(b), the Parties shall negotiate in good-faith to allocate responsibility for such costs and liability based on the extent to which such Action relates, on the one hand, to SpinCo, the SpinCo Business, a SpinCo Asset and a SpinCo Liability, and, on the other hand, Parent, the Parent Business, a Parent Asset and a Parent Liability.

(d) The Parties shall, and shall cause their respective Affiliates to, cooperate in the defense and settlement of any Action described in Sections 5.9(b) and 5.9(c). The Controlling Party shall use its commercially reasonable efforts to include the Non-Controlling Party in the defense and resolution of any Action described in Sections 5.9(b) and 5.9(c); provided, however, that the Non-Controlling Party shall be responsible for its proportionate share of any costs and expenses incurred in connection therewith (including its share of any settlement, judgement, award or other resolution and any incremental cost to the Controlling Party of including the Non-Controlling Party in such settlement); provided further, that the Non-Controlling Party shall be permitted in good faith to opt out of any settlement if the Non-Controlling Party agrees to be responsible for defending and settling any remaining claims with respect to such Action.

5.10 Transition Committee. Prior to the Effective Time, the Parties shall establish a transition committee (the "Transition Committee") that shall consist of an equal number of members designated by Parent and SpinCo at all times, with each Party having the right to replace the Transition Committee members delegated by it from time to time and taking such efforts as are necessary from time to time to cause the Transition Committee to consist of an equal number of representatives of Parent and SpinCo (in a total number determined from time to time by the Parties). The initial members of the Transition Committee shall be the individuals specified on Schedule 5.10. The Transition Committee shall be responsible for monitoring and managing all matters related to any of the transactions contemplated by this Agreement or any Ancillary Agreements. The Transition Committee shall have the authority, but not the obligation, to (a) establish one or more subcommittees from time to time as it deems appropriate or as may be described in any Ancillary Agreements, with each such subcommittee comprised of an equal number of members representing each Party, and each such subcommittee having such scope of responsibility as may be determined by the Transition Committee from time to time; (b) delegate to any such committee any of the powers of the Transition Committee; and (c) combine, modify the scope of responsibility of, and disband any such subcommittees, and to modify or reverse any such delegations. The

Transition Committee shall establish general procedures for managing the responsibilities delegated to it under this Section 5.10, and may modify such procedures from time to time. All decisions by the Transition Committee or any subcommittee thereof shall be effective only with majority approval, and any such approval must include the approval of at least one member of the Transition Committee designated by Parent and at least one member of the Transition Committee designated by SpinCo. The Parties shall utilize the procedures set forth in Article VII to resolve any matters as to which the Transition Committee is not able to reach a decision.

ARTICLE VI
EXCHANGE OF INFORMATION; CONFIDENTIALITY

6.1 Agreement for Exchange of Information and Cooperation.

(a) Subject to Section 6.9, any other applicable confidentiality obligations and the record retention programs of each Party, each of Parent and SpinCo, on behalf of itself and each member of its Group, agrees to use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party and the members of such other Party's Group, at any time before, on or after the Effective Time, as soon as reasonably practicable after request therefor, any Information and documents or other materials (or a copy thereof) in the possession or under the control of such Party or its Group that the requesting Party or its Group requests to the extent that (i) such Information relates to the SpinCo Business, or any SpinCo Asset or SpinCo Liability, if SpinCo is the requesting Party, or to the Parent Business, or any Parent Asset or Parent Liability, if Parent is the requesting Party; (ii) such Information is reasonably requested in connection with the requesting Party's required compliance with its obligations under this Agreement or any Ancillary Agreement or under any contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking to which it or any member of its Group is a party or by which any of their respective properties or assets are bound; (iii) such Information is reasonably requested in connection with the requesting Party's compliance with any obligation imposed by any Governmental Authority or under any applicable Law or securities exchange rule; or (iv) such Information is reasonably requested by the requesting Party in evaluating its potential exposure to Liabilities of the other Party's Group under guarantees and other obligations that have not been fully novated, replaced and/or transferred to such Party's Group in accordance with Section 2.6 or 2.7; provided, however, that, in the event that the Party to whom the request has been made determines that any such provision of Information could be commercially detrimental to the Party providing the Information, violate any Law or agreement, or waive any privilege available under applicable Law, including any attorney-client privilege, then the Parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence. The Party providing Information pursuant to this Section 6.1 shall only be obligated to provide such Information in the form, condition and format in which it then exists, and in no event shall such Party be required to perform any improvement, modification, conversion, updating or reformatting of any such Information, and nothing in this Section 6.1 shall expand the obligations of any Party under Section 6.4.

(b) Without limiting the generality of the foregoing, following the Effective Time, each Party shall use its commercially reasonable efforts to cooperate with the other Party in its Information requests and other reasonable requests to enable (i) the other Party to meet its applicable financial reporting and related obligations under applicable Laws and securities exchange rules and timetable for dissemination of its earnings releases, financial statements and management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated under the Exchange Act; (ii) the other Party's accountants to timely complete their review of the quarterly financial statements and audit of the annual financial statements, including, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, the SEC's and Public Company Accounting Oversight Board's rules and

auditing standards thereunder and any other applicable Laws; (iii) the other Party to meet its other applicable obligations imposed by any Governmental Authority or under any applicable Law or securities exchange rule and (iv) the other Party to meet its applicable obligations under any contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking to which it or any member of its Group is a party or by which any of their respective properties or assets are bound.

(c) Each Party agrees that all requests for Information pursuant to this Section 6.1 shall be made in accordance with the procedures and processes that may be reasonably established by the other Party to respond to such requests.

6.2 Ownership of Information. The provision of any Information pursuant to Section 6.1 or 6.7 shall not affect the ownership of such Information (which shall be determined solely in accordance with the terms of this Agreement and the Ancillary Agreements), or constitute a grant of rights in or to any such Information.

6.3 Compensation for Providing Information. The Party requesting Information agrees to reimburse the other Party for the reasonable costs, if any, of creating, gathering, copying, transporting and otherwise complying with the request with respect to such Information (including any reasonable costs and expenses incurred in any review of Information for purposes of protecting the Privileged Information of the providing Party or in connection with the restoration of backup media for purposes of providing the requested Information). Except as may be otherwise specifically provided elsewhere in this Agreement, any Ancillary Agreement or any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

6.4 Stored Records.

(a) The Parties agree and acknowledge that it is not practicable to separate all Tangible Information belonging to the Parties or their Subsidiaries, and that following the Effective Time, each Party (or its Subsidiaries) will have some of the Tangible Information belonging to the other Party and its Subsidiaries stored under its care, custody or control at internal or Third Party records storage locations or otherwise (which may include data on servers) (each, a "Records Facility"). Tangible Information held in a Records Facility maintained or arranged for by the Party other than the Party that owns such Tangible Information is referred to as "Stored Records." The Party that maintains the Records Facility where Stored Records are held is referred to as the "Custodial Party" and the Party that owns the Stored Records held in the other Party's Records Facility is referred to as the "Non-Custodial Party." The Custodial Party shall make such Stored Records available to the Non-Custodial Party upon its request. The Non-Custodial Party agrees to reimburse the Custodial Party for the reasonable costs, if any, of creating, gathering, redacting (where required), copying, storing, transporting and otherwise complying with the request to provide or make available such Stored Records (including any reasonable costs and expenses incurred in connection with the restoration of backup media for purposes of providing the requested Stored Records). Except as may be otherwise specifically provided elsewhere in this Agreement or in any Ancillary Agreement, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

(b) Each Party shall use commercially reasonable efforts: (i) to maintain the Stored Records as to which it is the Custodial Party in accordance with its regular records retention policies and procedures and the terms of this Section 6.4; and (ii) to comply with the requirements of any "Litigation Hold" that relates to Stored Records as to which it is the Custodial Party that relate to (x) any Action that is pending as of the Effective Time; or (y) any Action that arises or becomes threatened or reasonably anticipated after the Effective Time as to which the Custodial Party has received a written preservation notice of the applicable "Litigation Hold" from the Non-Custodial Party to which the Stored Records are subject. Upon the termination of any "Litigation Hold" related to Stored Records, the Non-Custodial Party shall promptly notify the Custodial Party so that the Custodial Party can destroy the relevant Stored Records where appropriate. Each Party agrees, with respect to the Stored Records as to which it is the Custodial Party, to notify the Non-Custodial Party in the event of a data loss or cyber event that affects the Stored Records of the Non-Custodial Party.

6.5 Limitations of Liability. Neither Party shall have any Liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement is found to be inaccurate in the absence of gross negligence, bad faith or willful misconduct by the Party providing such Information. Neither Party shall have any Liability to any other Party if any Information is destroyed after commercially reasonable efforts by such Party to comply with the provisions of Section 6.4.

6.6 Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article VI are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth in any Ancillary Agreement. For the avoidance of doubt, in the case of any conflict or inconsistency between this Article VI and the Tax Matters Agreement, the Tax Matters Agreement shall prevail.

(b) Any party that receives, pursuant to a request for Information in accordance with this Article VI, Tangible Information that is not relevant to its request shall, at the request of the providing Party, (i) return it to the providing Party or, at the providing Party's request, destroy such Tangible Information; and (ii) deliver to the providing Party a written confirmation that such Tangible Information was returned or destroyed, as the case may be, which confirmation shall be signed by an authorized representative of the requesting Party.

(c) When any Tangible Information provided by one Party to the other Party (other than Tangible Information provided pursuant to Section 6.4) is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement or is no longer required to be retained by applicable Law, the receiving Party shall promptly, after request of the other Party, either return to the other Party all Tangible Information in the form in which it was originally provided (including all copies thereof and all notes, extracts or summaries based thereon) or, if the providing Party has requested that the other Party destroy such Tangible Information, confirm to the other Party that it has destroyed such Tangible Information (and such copies thereof and such notes, extracts or summaries based thereon); provided that this obligation to return or destroy such Tangible Information shall not apply to any Tangible Information solely related to the receiving Party's business, Assets, Liabilities, operations or activities.

6.7 Production of Witnesses; Records; Cooperation.

(a) After the Effective Time, except in the case of a Dispute between Parent and SpinCo, or any members of their respective Groups, each Party shall use its commercially reasonable efforts to make available to the other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents or Information within its control or which it otherwise has the ability to make available without undue burden, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents or Information may reasonably be required in connection with any Action in which the requesting Party (or member of its Group) may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all costs and expenses in connection therewith.

(b) If an Indemnifying Party elects to defend or to seek to compromise or settle any Third-Party Claim, the other Party shall make available to such Indemnifying Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members

of its respective Group as witnesses and any books, records or other documents or Information within its control or which it otherwise has the ability to make available without undue burden, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents or Information may reasonably be required in connection with such defense or any related settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be, and shall otherwise cooperate in such defense or any related settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be.

(c) Without limiting the foregoing, the Parties shall use commercially reasonable efforts to cooperate and consult to the extent reasonably necessary with respect to any Actions and in accordance with the provisions regarding cooperation and/or consultation set forth in any Ancillary Agreement, except in the case of a Dispute between Parent and SpinCo, or any members of their respective Groups.

(d) Without limiting any provision of this Section 6.7, each of the Parties agrees to cooperate, and to cause each member of its respective Group to cooperate, with each other in the defense of any infringement or similar claim with respect to any Intellectual Property and shall not claim to acknowledge, or permit any member of its respective Group to claim to acknowledge, the validity or infringing use of any Intellectual Property of a Third Party in a manner that would hamper or undermine the defense of such infringement or similar claim.

(e) The obligation of the Parties to provide witnesses pursuant to this Section 6.7 is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to provide as witnesses directors, officers, employees, other personnel and agents without regard to whether such person or the employer of such person could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 6.7(a)).

6.8 Privileged Matters.

(a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the Parent Group and the SpinCo Group, and that each of the members of the Parent Group and the SpinCo Group should be deemed to be the client with respect to such services for the purposes of asserting all privileges and immunities that may be asserted under applicable Law in connection therewith. The Parties recognize that legal and other professional services shall be provided following the Effective Time, which services will be rendered solely for the benefit of the Parent Group or the SpinCo Group, as the case may be.

(b) The Parties agree as follows:

(i) Parent shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the Parent Business and not to the SpinCo Business, whether or not the Privileged Information is in the possession or under the control of any member of the Parent Group or any member of the SpinCo Group. Parent shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any Parent Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the Parent Group or any member of the SpinCo Group.

(ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the SpinCo Business and not to the Parent Business, whether or not the Privileged Information

is in the possession or under the control of any member of the SpinCo Group or any member of the Parent Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any SpinCo Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Parent Group.

(iii) If the Parties do not agree as to whether certain information is Privileged Information, then such information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information, unless the Parties otherwise agree. The Parties shall use the procedures set forth in Article VII to resolve any disputes as to whether any information relates solely to the Parent Business, solely to the SpinCo Business, or to both the Parent Business and the SpinCo Business.

(c) Subject to the remaining provisions of this Section 6.8, the Parties agree that they shall have a shared privilege or immunity with respect to (i) all privileges and immunities not allocated pursuant to Section 6.8(b) and (ii) all privileges and immunities relating to any Actions or other matters that involve both Parties (or one (1) or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either Party without the consent of the other Party.

(d) If any Dispute arises between the Parties or any members of their respective Groups regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party and/or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party and provide a clear, written explanation of its position on the Dispute; (ii) endeavor to minimize any prejudice to the rights of the other Party; and (iii) not unreasonably withhold consent to any request for waiver by the other Party. Further, each Party specifically agrees that it shall not withhold its consent to the waiver of a privilege or immunity for any purpose, except in good faith to protect its own legitimate interests.

(e) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Privileged Information subject to a shared privilege or immunity or as to which another Party has the sole right hereunder to assert a privilege or immunity, or if either Party obtains knowledge that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of the request (which notice shall be delivered to such other Party no later than five (5) business days following the receipt of any such subpoena, discovery or other request) and, prior to the production or disclosure of any Privileged Information, shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have under this Section 6.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Any furnishing of, or access to or transfer of, any information pursuant to this Agreement is made in reliance on the agreement between Parent and SpinCo set forth in this Section 6.8 and in Section 6.9 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges and immunities. The Parties agree that (i) their respective rights to any access to information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups as needed pursuant to this Agreement, shall not be deemed a waiver of any privilege or immunity that has been or may be asserted under this Agreement

or otherwise, and (ii) in the event of any exchange by one Party to the other Party of any Privileged Information that should not have been transferred pursuant to the terms of this Article VI, the Party receiving such Privileged Information shall promptly return such Privileged Information to and at the request of the Party that has the right to assert the privilege or immunity. The Parties agree that they have or may in the future have common legal interests in the Parent Liabilities and any corresponding legal rights, in the SpinCo Liabilities and any corresponding legal rights, in the Privileged Information and in the preservation of the protected status of the Privileged Information. The Parties have disclosed and exchanged, and will disclose and exchange, certain Privileged Information between and among themselves in order to further the Parties' common legal interests.

(g) In connection with any matter contemplated by Section 6.7 or this Section 6.8, the Parties agree to, and to cause the applicable members of their Group to, use commercially reasonable efforts to maintain their respective separate and joint privileges and immunities, including by executing joint defense and/or common interest agreements to implement and/or supersede the provisions of Section 6.7 or this Section 6.8 where necessary or useful for this purpose.

6.9 Confidentiality.

(a) *Confidentiality*. Subject to Section 6.10 and without prejudice to any longer period that may be provided for in any of the Ancillary Agreements, from and after the Effective Time until the five (5)-year anniversary of the Effective Time, and in the case of trade secrets, until the relevant trade secret no longer retains its status or qualifies as trade secrets under applicable Laws (other than due to any act or omission of the receiving Party in breach of its obligations hereunder), each of Parent and SpinCo, on behalf of itself and each member of its respective Group, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to Parent's confidential, personal and proprietary information pursuant to policies in effect as of the Effective Time, all confidential, personal and proprietary information concerning the other Party or any member of the other Party's Group or their respective businesses that is either in its possession (including confidential, personal and proprietary information in its possession prior to the date hereof) or furnished by any such other Party or any member of such other Party's Group or their respective Representatives at any time pursuant to this Agreement, any Ancillary Agreement or otherwise, and shall not use any such confidential, personal and proprietary information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential and proprietary information has been (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any member of such Party's Group or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party (or any member of such Party's Group), which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential and proprietary information or (iii) independently developed or generated without reference to or use of any proprietary or confidential information of such other Party or any member of such other Party's Group. If any confidential, personal and proprietary information of one Party or any member of its Group is disclosed to the other Party or any member of such other Party's Group in connection with providing services to such first Party or any member of such first Party's Group under this Agreement or any Ancillary Agreement, then such disclosed confidential, personal and proprietary information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction*. Each Party agrees not to release or disclose, or permit to be released or disclosed, any information addressed in Section 6.9(a) to any other Person, except its Representatives who need to know such information in their capacities as such (who shall be advised of their obligations hereunder with respect to such information), and except in compliance with Section 6.10. Without limiting the foregoing, when any such information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, and is no longer subject to any legal hold or other document preservation obligation, each Party shall promptly, at the request of the other Party,

either return to the other Party all such information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or notify the other Party in writing that it has destroyed such information (and such copies thereof and such notes, extracts or summaries based thereon); provided, that the Parties may retain electronic backup versions of such information maintained on routine computer system backup tapes, disks or other backup storage devices; provided further, that any such information so retained shall remain subject to the confidentiality provisions of this Agreement or any Ancillary Agreement. Each Party agrees to comply with all applicable privacy, data protection, data security or other applicable Laws, policies and contracts with regard to the collection, maintenance, disclosure, retention or destruction the personal information in its possession, custody or control.

(c) *Third-Party Information; Privacy or Data Protection Laws*. Each Party acknowledges that it and members of its Group may presently have and, following the Effective Time, may gain access to or possession of confidential or proprietary information of, personal information relating to, Third Parties (i) that was received under privacy policies and/or confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or members of such other Party's Group, on the other hand, prior to the Effective Time; or (ii) that, as between the two (2) Parties, was originally collected by the other Party or members of such other Party's Group and that may be subject to and protected by privacy policies, as well as privacy, data protection, data security or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause the members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary information of, or personal information relating to, Third Parties in accordance with privacy policies and privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Time or affirmative commitments or representations that were made before the Effective Time by, between or among the other Party or members of the other Party's Group, on the one hand, and such Third Parties, on the other hand.

6.10 Protective Arrangements. In the event that a Party or any member of its Group either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any member of the other Party's Group) that is subject to the confidentiality provisions hereof, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

6.11 Security.

(a) If either Party is given access to the other Party's (or its Affiliate's) computer systems or Software (collectively, the "Systems") or physical facilities in connection with the exchange of Information under this Agreement, such Party shall comply with all of the other Party's reasonable policies, procedures and requirements in relation to Systems or physical facilities (collectively, "Security Requirements") and will not tamper with, compromise, attempt to circumvent or circumvent any security or audit measures employed by such other Party. In the event of any conflict between this Agreement and any Security Requirements, this Agreement will govern. Each Party shall access and use only those Systems of the other Party for which it has been granted the right to access and use, and only to the extent

reasonably necessary in connection with the provision or receipt, as applicable, of Information. Each Party shall be responsible for its employees' compliance with the confidentiality provisions of this Agreement in connection with such access, including access to comingled or sensitive Information.

(b) Each Party will ensure that only those of its personnel who are specifically authorized to have access to the Systems or physical facilities of the other Party (or its Affiliates) gain such access, and will prohibit the unauthorized access, use, destruction, alteration or loss of Information or other property contained therein, including notifying its personnel of the restrictions set forth in this Agreement and of the Security Requirements.

(c) If, at any time, either Party determines that (i) any of its personnel has sought to circumvent, or has circumvented, the Security Requirements of the other Party, (ii) any unauthorized personnel of such Party has accessed the Systems or physical facilities of the other Party, or (iii) any of the personnel of such Party has engaged in activities that may lead or leads to the unauthorized access, use, destruction, alteration or loss of Information or Software, such Party shall immediately terminate any such personnel's access to the Systems or physical facilities of the other Party and immediately notify the other Party. In addition, each Party shall have the right to deny the personnel of the other Party access to any Systems or physical facilities upon written notice to the other Party in the event that such Party reasonably believes that such personnel have engaged in any of the activities set forth above in this Section 6.11(c). Each Party will cooperate with the other Party in investigating any apparent unauthorized access to the Systems or facilities of the other Party.

ARTICLE VII
DISPUTE RESOLUTION

7.1 Negotiation. Any controversy or claim arising out of or relating to this Agreement or any Ancillary Agreements, or the breach thereof (a "Dispute"), shall be resolved within a reasonable period of time as follows: (a) first, by negotiation by the applicable local or functional leads as set forth in the Ancillary Agreements (as applicable), (b) and then, if there remains a Dispute that is not resolved as a result of the negotiations described in clause (a) or if a Dispute exists involving multiple Ancillary Agreements, this Agreement or otherwise, by good faith negotiations between the designated leaders of the Transition Committee, (c) and then, if a Dispute continues to remain unresolved, by good faith negotiations between the individuals specified on Schedule 7.1. Such reasonable period of time shall not exceed sixty (60) days from initiation of the resolution provisions herein unless agreed to in writing by the Parties. If either party serves written notice of a Dispute upon the other party, the parties will first attempt to resolve such Dispute by direct discussions and negotiation (including as set forth in this Section 7.1 or, as applicable, in accordance with the applicable Ancillary Agreement). Resolution of a Dispute pursuant to this Section 7.1 shall be confidential, and no written or oral statements or offers made by the Parties during such settlement negotiations shall be admissible for any purpose in any subsequent proceedings, including any arbitration proceeding pursuant to Section 7.3; provided, further, that in the event of any arbitration in accordance with Section 7.3 hereof, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning on the date of receipt of the Dispute notice and ending on the date that is sixty (60) days thereafter, and any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates occurring after notice of the Dispute ("Dispute Notice") is received shall not be deemed to have passed until such Dispute has been resolved. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

7.2 Mediation. Upon mutual agreement of the Parties, the Parties may attempt to resolve a Dispute by a mediation administered by the International Institute for Conflict Prevention & Resolution ("CPR") under its Mediation Procedure.

7.3 Arbitration.

(a) If a Dispute is not resolved in accordance with Sections 7.1 and 7.2 (or if otherwise mutually agreed by the Parties), either Party shall have the right to commence arbitration. The arbitration shall be administered by CPR pursuant to its Administered Arbitration Rules and Procedures (the "CPR Rules"). References herein to any arbitration rules or procedures mean such rules or procedures as amended from time to time, including any successor rules or procedures, and references herein to the CPR include any successor thereto. The arbitration panel shall consist of a sole arbitrator or three arbitrators in accordance with the CPR Rules. Where the arbitrator panel shall consist of three (3) arbitrators, each Party shall designate one (1) arbitrator in accordance with the "screened" appointment procedure provided in the CPR Rules. The two (2) party-appointed arbitrators will select the third, who will serve as the panel's chair or president. This arbitration provision, and the arbitration itself, shall be governed by the laws of Delaware and the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

(b) Consistent with the expedited nature of arbitration, each Party will, upon the written request of the other Party, promptly provide the other with copies of documents on which the producing Party may rely in support of or in opposition to any claim or defense. At the request of a Party, the arbitration panel shall have the discretion to order examination by deposition of witnesses to the extent the arbitration panel deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of five (5) per Party and shall be held within forty-five (45) days of the grant of a request. Additional depositions may be scheduled only with the permission of the arbitration panel, and for good cause shown. Each deposition shall be limited to a maximum of one (1) day's duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information. The Parties shall not utilize any other discovery mechanisms, including international processes and United States federal statutes, to obtain additional evidence for use in the arbitration. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitration panel, which determination shall be conclusive. All discovery shall be completed within 180 days following the appointment of the arbitration panel. All costs and fees relating to the retrieval, review and production of electronic discovery shall be paid by the Party requesting such discovery.

(c) The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. The arbitration panel shall have no power or authority, under the CPR Rules or otherwise, to relieve the Parties from their agreement hereunder to arbitrate or otherwise to amend or disregard any provision of this Agreement or any Ancillary Agreements. The award of the arbitration panel shall be final, binding and the sole and exclusive remedy to the Parties. Either Party may seek to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.

(d) If an arbitral award does not impose an injunction on the losing Party or contain a money damages award in excess of $25,000,000, then the arbitral award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the Federal Arbitration Act, 9 U.S.C. §§ 1-16. In the event that the arbitration does result in an arbitral award, which imposes an injunction or a monetary award in excess of $25,000,000, such award may be appealed to a tribunal of appellate arbitrators via the CPR Arbitration Appeal Procedure.

(e) Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

7.4 Litigation and Unilateral Commencement of Arbitration. Notwithstanding the foregoing provisions of this Article VII, (a) a Party may seek preliminary provisional or injunctive judicial relief with respect to a Dispute without first complying with the procedures set forth in Sections 7.1, 7.2 and 7.3 if such action is reasonably necessary to avoid irreparable damage (including, for clarity, with

respect to any Dispute under the Fiber DBM License Agreement or any Dispute relating to Intellectual Property) and (b) either Party may initiate arbitration before the expiration of the periods specified in Sections 7.1, 7.2 and 7.3 if such Party has submitted a Dispute Notice and the other Party has failed to comply with Sections 7.1, 7.2 and 7.3 with respect to such negotiation and/or the commencement and engagement in arbitration. In such event, the other Party may commence and prosecute such arbitration unilaterally in accordance with the provisions of the CPR Rules, as applicable.

7.5 Conduct During Dispute Resolution Process. Unless otherwise agreed in writing, the Parties shall, and shall cause the respective members of their Groups to, continue to honor all commitments under this Agreement and each Ancillary Agreement to the extent required by such agreements during the course of dispute resolution pursuant to the provisions of this Article VII, unless such commitments are the specific subject of the Dispute at issue.

7.6 Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the arbitral tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by law and to defend or pursue any legal right. In the event any Party makes application to any court in connection with this Article VII, that Party shall (i) take all steps reasonably within its power to cause such application and any exhibits to be filed under seal, (ii) shall oppose any challenge by any Third Party to such sealing, and (iii) give the other Party immediate notice of such challenge.

7.7 Consolidation. The arbitration panel may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the Parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitration panel appointed for the arbitration proceeding that was commenced first in time.

ARTICLE VIII
FURTHER ASSURANCES

8.1 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall use its reasonable best efforts, prior to, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing and except to the extent otherwise contemplated in connection with a Deferred SpinCo Local Business under Section 2.4, prior to, on and after the Effective Time, each Party shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party, to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all Approvals or Notifications of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the transfers of the SpinCo Assets and the Parent Assets and the assignment and assumption of the SpinCo Liabilities and the Parent Liabilities and the other transactions contemplated

hereby and thereby. Without limiting the foregoing, each Party shall, at the reasonable request, cost and expense of the other Party, take such other actions as may be reasonably necessary to vest in such other Party good and marketable title to the Assets allocated to such Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest, if and to the extent it is practicable to do so.

(c) At or prior to the Effective Time, Parent and SpinCo in their respective capacities as direct and indirect stockholders of the members of their Groups, shall each ratify any actions that are reasonably necessary or desirable to be taken by Parent, SpinCo or any of the members of their respective Groups, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

ARTICLE IX
TERMINATION

9.1 Termination. This Agreement and all Ancillary Agreements may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by Parent, in its sole and absolute discretion, without the approval or consent of any other Person, including SpinCo. After the Effective Time, this Agreement may not be terminated, except by an agreement in writing signed by a duly authorized officer of each of the Parties.

9.2 Effect of Termination. In the event of any termination of this Agreement prior to the Effective Time, this Agreement shall become null and void and no Party (nor any member of its Group or any of its Representatives or Affiliates) shall have any Liability or further obligation to the other Party or any member of its Group by reason of this Agreement or the Ancillary Agreements.

ARTICLE X
MISCELLANEOUS

10.1 Counterparts; Entire Agreement; Corporate Power; Signatures and Delivery.

(a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto or the parties thereto, respectively, and delivered to the other Party hereto or parties thereto, respectively.

(b) This Agreement, the Ancillary Agreements and the Exhibits, Schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. This Agreement and the Ancillary Agreements together govern the arrangements in connection with the Separation and the Distribution and would not have been entered into independently. It is the intention of the Parties that the Transfer Documents shall be consistent with the terms of this Agreement and the other Ancillary Agreements. In the event of any conflict between the Transfer Documents and this Agreement, (1) the Assets and Liabilities expressly and specifically listed in such Transfer Documents as being for the account of either Parent or its Subsidiaries on the one hand, or SpinCo or its Subsidiaries on the other hand, shall control and (2) in the case of any other inconsistent terms, the provisions of this Agreement shall control. Except with respect to the express and specific allocation of Assets and Liabilities as described therein, the Parties agree (including on behalf of their Subsidiaries) that the Transfer Documents are not intended and shall not be construed in any way to enhance, modify or decrease any of the rights or obligations of Parent, any member of the Parent Group, SpinCo or any member of the SpinCo Group from those contained in this Agreement and the other Ancillary Agreements. This Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the

Ancillary Agreements. Except as otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of an Ancillary Agreement (other than any Transfer Documents), the provisions of such Ancillary Agreement shall control over the inconsistent provisions of this Agreement as to matters specifically addressed in such Ancillary Agreement. For the avoidance of doubt, the Tax Matters Agreement shall govern all matters (including any indemnities and payments among the Parties and each of their Subsidiaries and the allocation of any rights and obligations pursuant to agreements entered into with Third Parties) relating to Taxes to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof, and the Employee Matters Agreement shall govern all matters (including the allocation of any rights and obligations) relating to employees to the extent specifically addressed in the Employee Matters Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that SpinCo will not be charged more than once for the same service, activity, function or expense that is performed or incurred by Parent or its Affiliates or Third Parties pursuant to this Agreement to the extent that SpinCo or its Affiliates are bearing the charges for such service, activity, function or expense pursuant to another Ancillary Agreement.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(d) Each Party acknowledges that it and each other Party is executing certain of the Ancillary Agreements by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement or any Ancillary Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by e-mail in portable document format (.pdf) shall be effective as delivery of such executed counterpart of this Agreement or any Ancillary Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by e-mail in portable document format (.pdf)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it shall as promptly as reasonably practicable cause each such Ancillary Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

10.2 Governing Law.

(a) This Agreement and, unless expressly provided therein, each Ancillary Agreement (and any claims or disputes arising out of or related hereto or thereto or to the transactions contemplated hereby and thereby or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(b) Subject to the provisions of Article VII, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, in any action or proceeding arising out of or relating to this Agreement for recognition or enforcement of any judgment or award relating hereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in such courts and (iv) waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such courts.

10.3 Assignability. Except as set forth in any Ancillary Agreement, this Agreement and each Ancillary Agreement shall be binding upon and inure to the benefit of the Parties hereto and the parties thereto, respectively, and their respective successors and permitted assigns; provided, however, that neither Party nor any such party thereto may assign its rights or delegate its obligations under this Agreement or any Ancillary Agreement without the express prior written consent of the other Party hereto or other parties thereto, as applicable. Notwithstanding the foregoing, no such consent shall be required for the assignment of a party's rights and obligations under this Agreement and the Ancillary Agreements (except as may be otherwise provided in any such Ancillary Agreement) in whole (*i.e.*, the assignment of a party's rights and obligations under this Agreement and all Ancillary Agreements at the same time) in connection with a Change of Control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party.

10.4 Third-Party Beneficiaries. Except for any Parent Indemnitee or SpinCo Indemnitee (in their respective capacities as such) expressly entitled to indemnification rights under this Agreement or any Ancillary Agreement, (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the Parties hereto and parties thereto, respectively, and are not intended to confer upon any other Person any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any Third Party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement.

10.5 Notices. All notices, requests, claims, demands or other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements, shall be in writing and shall be given or made (and except as provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by electronic mail ("e-mail"), so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.5):

If to Parent, to:

Zimmer Biomet Holdings, Inc.

345 East Main Street
Warsaw, Indiana 46580
Attention: General Counsel
E-mail: legal.americas@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

If to SpinCo (prior to the Effective Time), to:

ZimVie Inc.
10225 Westmoor Dr.,
Westminster, Colorado 80021
Attention: Heather Kidwell,
Senior Vice President, Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: heather.kidwell@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

If to SpinCo (from and after the Effective Time), to:

ZimVie Inc.
10225 Westmoor Dr.,
Westminster, Colorado 80021
Attention: Senior Vice President,
Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: heather.kidwell@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

A Party may, by notice to the other Party, change the address to which such notices are to be given or made.

10.6 Severability. If any provision of this Agreement or any Ancillary Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

10.7 Force Majeure. No Party shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay unless this Agreement has previously been terminated under Article IX. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as reasonably practicable.

10.8 No Set-Off. Except as expressly set forth in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of such Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or any Ancillary Agreement; or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement or any Ancillary Agreement.

10.9 Publicity. Prior to the Effective Time, each of SpinCo and Parent shall consult with each other prior to issuing any press releases or otherwise making public statements with respect to the Separation, the Distribution or any of the other transactions contemplated hereby or under any Ancillary Agreement and prior to making any filings with any Governmental Authority with respect thereto. From and after the Effective Time, Parent and SpinCo shall consult with each other before issuing, and give each other the opportunity to review and comment upon, that portion of any press release or other public statements that relates to the transactions contemplated by this Agreement or the Ancillary Agreements, and shall not issue any such press release or make any such public statement prior to such consultation, except (i) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system (in which case such Party shall promptly notify the other Party and allow the other Party a reasonable time and opportunity to oppose such process before making such disclosure), (ii) ordinary course communications with investors and analysts, and (iii) press releases or other public statements that are substantially consistent with prior disclosures made in accordance with this Agreement.

10.10 Expenses. Except as otherwise expressly set forth in this Agreement or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, all fees, costs and expenses incurred at or prior to the Effective Time in connection with the preparation, execution, delivery and implementation of this Agreement, including the Separation and the Distribution, and any Ancillary Agreement, the registration statement, the Plan of Reorganization and the consummation of the transactions contemplated hereby and thereby will be borne by the Party or its applicable Subsidiary incurring such fees, costs or expenses. The Parties agree that certain specified costs and expenses shall be allocated between the Parties as set forth on Schedule 10.10.

10.11 Headings. The article, section and paragraph headings contained in this Agreement and in the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

10.12 Survival of Covenants. Except as expressly set forth in this Agreement or any Ancillary Agreement, the covenants, representations and warranties contained in this Agreement and each Ancillary Agreement, and Liability for the breach of any obligations contained herein, shall survive the Separation and the Distribution and shall remain in full force and effect.

10.13 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement or any Ancillary Agreement must be in writing and shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

10.14 Specific Performance. Subject to the provisions of Article VII, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Party hereto or parties thereto, respectively, who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of their respective rights under this Agreement or such Ancillary Agreement, as applicable, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

10.15 Amendments. No provisions of this Agreement or any Ancillary Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

10.16 Interpretation. In this Agreement and in any Ancillary Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the applicable Ancillary Agreement) as a whole (including all of the Schedules and Exhibits hereto and thereto) and not to any particular provision of this Agreement (or such Ancillary Agreement); (c) Article, Section, Schedule and Exhibit references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement (or the applicable Ancillary Agreement), unless otherwise specified; (d) unless otherwise stated, all references to any agreement (including this Agreement and each Ancillary Agreement) shall be deemed to include the exhibits, schedules and annexes (including all Schedules and Exhibits) to such agreement; (e) the word “including” and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean “including, without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) unless otherwise specified in a particular case, the word “days” refers to calendar days; (h) references to “business day” shall mean any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by law to close in New York, New York; (i) references herein to this Agreement or any other agreement contemplated herein shall be deemed

to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (k) unless expressly stated to the contrary in this Agreement or in any Ancillary Agreement, all references to "the date hereof," "the date of this Agreement," "hereby" and "hereupon" and words of similar import shall all be references to [●].

10.17 Limitations of Liability. Notwithstanding anything in this Agreement to the contrary, neither SpinCo or any member of the SpinCo Group, on the one hand, nor Parent or any member of the Parent Group, on the other hand, shall be liable under this Agreement to the other for any indirect, incidental, consequential, special, punitive, exemplary, remote, speculative or similar damages in excess of compensatory damages of the other arising in connection with the transactions contemplated hereby (other than any such Liability with respect to a Third-Party Claim), except as may be otherwise provided in an Ancillary Agreement.

10.18 Performance. Parent shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the Parent Group. SpinCo shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the SpinCo Group. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Agreement and any applicable Ancillary Agreement to all of the other members of its Group and (b) cause all of the other members of its Group not to take any action or fail to take any such action inconsistent with such Party's obligations under this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby.

10.19 Mutual Drafting. This Agreement and the Ancillary Agreements shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives as of the date first written above.

ZIMMER BIOMET HOLDINGS, INC.

By: _____
Name: Bryan Hanson
Title: President and Chief Executive Officer

ZIMVIE INC.

By: _____
Name: Vafa Jamali
Title: President and Chief Executive Officer

Exhibit 3.1

FORM OF AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ZIMVIE INC.

ZimVie Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The name of the Corporation is ZimVie Inc.

2. The corporation was incorporated under the name "ZB SpinCo Holdings, Inc." by the filing of its original Certificate of Incorporation with the Secretary of State of Delaware on July 30, 2021 (the "Original Certificate of Incorporation"). The Corporation filed a Certificate of Amendment of the Original Certificate of Incorporation with the Secretary of State of Delaware on September 10, 2021 (as amended, the "Amended Certificate of Incorporation") to change the name of the Corporation to "ZimVie Inc.", which is the present name of the Corporation.

3. This Amended and Restated Certificate of Incorporation of the Corporation (this "Amended and Restated Certificate of Incorporation"), which restates, integrates and amends the Amended Certificate of Incorporation as heretofore in effect, has been duly adopted by the Board of Directors of the Corporation in accordance with the provisions of Sections 242 and 245 of the DGCL and by the sole stockholder of the Corporation, acting by written consent in lieu of a meeting in accordance with the provisions of Section 228 of the DGCL.

4. The Amended Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I

NAME

SECTION 1.01. The name of the Corporation (which is hereinafter referred to as the "Corporation") is "ZimVie Inc."

ARTICLE II

REGISTERED AGENT

SECTION 2.01. The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

PURPOSE

SECTION 3.01. The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the DGCL.

ARTICLE IV

CAPITAL STOCK

SECTION 4.01. The Corporation shall be authorized to issue **[●]** shares of capital stock, of which **[●]** shares shall be shares of common stock, $0.01 par value per share ("Common Stock"), and **[●]** shares shall be shares of preferred stock, $0.01 par value per share ("Preferred Stock").

SECTION 4.02. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "Board of Directors" and, each member thereof, a "Director") is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the DGCL (a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, privileges, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) the designation of the series, which may be by distinguishing number, letter or title;

(b) the number of shares of the series, which number the Board of Directors may thereafter, except where otherwise provided in the applicable Preferred Stock Designation, increase or decrease, but not below the number of shares thereof then outstanding;

(c) whether dividends, if any, shall be cumulative or noncumulative, and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall be cumulative;

(d) the rate of any dividends, or method of determining such dividends, payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates or the method for determining the date or dates upon which such dividends shall be payable;

(e) the price or prices, or method of determining such price or prices, at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the same or another corporation or other entity) for which, the period or periods within which and the terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events, if any;

(f) the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise and the price or prices at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the same or another corporation or other entity) for which, the period or periods within which and the terms and conditions upon which the shares of such series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(g) the amounts payable out of the assets of the Corporation on and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(h) provisions, if any, for the conversion or exchange of the shares of such series, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same or any other class or classes of stock, or any other security, of the Corporation, or any other corporation or other entity, and the price or prices or rate or rates of conversion or exchange and any adjustments applicable thereto, the date or dates as of when such shares will be converted or exchanged and all other terms and conditions upon which such conversion or exchange may be made;

(i) restrictions on the issuance of shares of the same series or of any other class or series, if any; and

(j) the voting rights, if any, of the holders of shares of the series.

SECTION 4.03. Common Stock.

(a) The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof. Each share of Common Stock shall be equal to every other share of Common Stock, except as otherwise provided herein or required by law.

(b) Shares of Common Stock authorized hereby shall not be subject to preemptive rights. The holders of shares of Common Stock now or hereafter outstanding shall have no preemptive right to purchase or have offered to them for purchase any of such authorized but unissued shares, or any shares of Preferred Stock, Common Stock or other equity securities issued or to be issued by the Corporation.

(c) The holders of shares of Common Stock shall be entitled to one vote for each such share upon all proposals presented to the stockholders on which the holders of Common Stock are entitled to vote. Except as otherwise provided by law or by the resolution or resolutions adopted by the Board of Directors designating the rights, powers and preferences of any series of Preferred Stock, the holders of Common Stock shall have the exclusive right to vote for the election of Directors and for all other purposes, and holders of Preferred Stock shall not be entitled to receive notice of any meeting of stockholders at which they are not entitled to vote. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

(d) Subject to the rights of any class or series of stock having a preference over the Common Stock as to dividends, the holders of the shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, stock or property of the Corporation as may be declared on the Common Stock by the Board of Directors at any time or from time to time out of any funds legally available therefor.

(e) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, subject to the rights of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

(f) The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

ARTICLE V

STOCKHOLDER ACTION

SECTION 5.01. No holder of Common Stock of the Corporation shall be entitled to exercise any right of cumulative voting.

SECTION 5.02. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders. Except as otherwise required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up, special meetings of stockholders of the Corporation for any purpose or purposes may be called only by the Board of Directors pursuant to a resolution stating the purpose or purposes thereof approved by a majority of the total number of Directors which the Corporation would have if there were no vacancies or unfilled newly-created directorships (the "Whole Board") and any power of stockholders to call a special meeting is specifically denied. No business other than that stated in the notice shall be transacted at any special meeting of stockholders. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least a majority of the voting power of all shares of the Corporation entitled to vote generally in the election of Directors (the "Voting Stock") then outstanding, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article V.

ARTICLE VI

ELECTION OF DIRECTORS

SECTION 6.01. Unless and except to the extent that the Bylaws of the Corporation (the "Bylaws") shall so require, the election of Directors of the Corporation need not be by written ballot.

ARTICLE VII

BOARD OF DIRECTORS

SECTION 7.01. Number. Except as otherwise fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up to elect additional Directors under specified circumstances, the Board of Directors shall consist of such number of Directors, not fewer than three, as may, from time to time, be determined by the Board of Directors in accordance with the Bylaws.

SECTION 7.02. Terms. Except as otherwise fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up to elect additional Directors under specified circumstances, the Board of Directors shall be divided into three classes, as nearly equal in number as possible, designated Class I, Class II and Class III. Class I Directors shall initially serve until the first annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, expected to be held in 2023, and director nominees elected to succeed such Class I Directors as Class I Directors shall hold office for a three-year term and until the election and qualification of their respective successors in office or until any such Director's earlier death, resignation, removal, retirement or disqualification. Directors designated as Class II Directors shall initially serve until the second annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, expected to be held in 2024, and director nominees elected to succeed such Class II Directors as Class II Directors shall hold office for a two-year term and until the election and qualification of their respective successors in office or until any such Director's earlier death, resignation, removal, retirement or disqualification. Directors designated as Class III Directors shall initially serve until the third annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, expected to be held in 2025, and director nominees elected to succeed such Class III Directors as Class III Directors shall hold office for a one-year term and until the election and

qualification of their respective successors in office or until any such Director's earlier death, resignation, removal, retirement or disqualification. Commencing with the fourth annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, expected to be held in 2026, Directors of each class the term of which shall then or thereafter expire shall be elected to hold office for a one-year term and until the election and qualification of their respective successors in office or until any such Director's earlier death, resignation, removal, retirement or disqualification. Prior to the fourth annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, in case of any increase or decrease, from time to time, in the number of Directors (other than any increase or decrease in respect of the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up to elect additional Directors under specified circumstances), the number of Directors in each class shall be apportioned as nearly equal as possible. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III, with such assignment becoming effective as of the time at which the initial classification of the Board of Directors becomes effective.

SECTION 7.03. Stockholder Nomination of Director Candidates; Stockholder Proposal of Business. Advance notice of stockholder nominations for the election of Directors and of the proposal of business by stockholders shall be given in the manner provided in the Bylaws, as amended and in effect from time to time.

SECTION 7.04. Newly Created Directorships and Vacancies. Except as otherwise provided for or fixed by or pursuant to the provisions of Article IV hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up to elect Directors under specified circumstances, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall only be filled by the affirmative vote of a majority of the remaining Directors then in office, in their sole discretion, even though less than a quorum of the Board of Directors, or by a sole remaining Director, in his or her sole discretion, and shall not be filled by the stockholders. Any Director elected in accordance with the preceding sentence shall hold office until the next election of the class, if any, for which such Director shall have been chosen and until his or her successor shall have been duly elected and qualified or until any such Director's earlier death, resignation, removal, retirement or disqualification. Notwithstanding the foregoing, from and after the fourth annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, any Director so chosen shall hold office until the next election of Directors and until his or her successor shall have been duly elected and qualified or until any such Director's earlier death, resignation, removal, retirement or disqualification. No decrease in the authorized number of Directors shall shorten the term of any incumbent Director.

SECTION 7.05. Removal. Subject to the rights of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up to elect Directors under specified circumstances, any Director may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all Voting Stock then outstanding, voting together as a single class; provided, however, that from and after the fourth annual meeting of stockholders following the time at which the initial classification of the Board of Directors becomes effective, any Director may be removed with or without cause and only by the affirmative vote of the holders of at least a majority of the voting power of all Voting Stock then outstanding, voting together as a single class. Notwithstanding the foregoing, whenever the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, dissolution or winding up are entitled to elect Directors under specified circumstances, with respect to the removal without cause of a Director or Directors so elected, the vote of the holders of the outstanding shares of such class or series of stock, and not the vote of the outstanding Voting Stock, shall apply.

SECTION 7.06. Other Provisions. Notwithstanding any other provision of this Article VII, and except as otherwise required by law, whenever the holders of one or more series of Preferred Stock shall have the right, voting separately as a class, to elect one or more Directors of the Corporation, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation). During any period when the holders of any series of Preferred Stock have the right to elect additional Directors as provided for or fixed pursuant to the provisions of Article IV hereof, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of Directors of the Corporation shall automatically be increased by such specified number of Directors, and the holders of such Preferred Stock shall be entitled to elect the additional Directors so provided for or fixed pursuant to said provisions, and (ii) each such additional Director shall serve until such Director's successor shall have been duly elected and qualified, or until such Director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal. Except as otherwise provided by the Whole Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional Directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional Directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional Directors, shall forthwith terminate and the total authorized number of Directors of the Corporation shall be reduced accordingly.

ARTICLE VIII

BYLAWS

SECTION 8.01. The Bylaws may be altered or repealed and new Bylaws may be adopted (a) at any annual or special meeting of stockholders, by the affirmative vote of the holders of a majority of the voting power of the Voting Stock then outstanding, voting together as a single class; provided, however, that in the case of any such stockholder action at a special meeting of stockholders, notice of the proposed alteration, repeal or adoption of the new Bylaw or Bylaws must be contained in the notice of such special meeting, or (b) by the affirmative vote of a majority of the Whole Board.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

SECTION 9.01. The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and, except as set forth in Article X, all rights, preferences and privileges of whatsoever nature conferred upon stockholders, Directors or any other persons whomsoever by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE X

LIMITED LIABILITY; INDEMNIFICATION

SECTION 10.01. Limited Liability of Directors. A Director shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except, if

required by the DGCL, as amended from time to time, for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL, or (d) for any transaction from which the Director derived an improper personal benefit. Neither the amendment nor repeal of this Section 10.01 shall eliminate or reduce the effect of this Section 10.01 in respect of any matter occurring, or any cause of action, suit or claim that, but for this Section 10.01 would accrue or arise, prior to such amendment or repeal.

SECTION 10.02. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a Director or officer of the Corporation or, while a Director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974, as in effect from time to time) reasonably incurred or suffered by such person in connection therewith if such person acted in good faith and in a manner such person reasonably believed to be in compliance with the standard of conduct set forth in Section 145 (or any successor provision) of the DGCL and such indemnification shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of Directors. The Corporation shall pay the expenses incurred in defending any such Proceeding in advance of its final disposition with any advance payments to be paid by the Corporation within 20 calendar days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that, if and to the extent the DGCL requires, the payment of such expenses incurred by a Director or officer in such person's capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 10.02 or otherwise. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to have the Corporation pay the expenses incurred in defending any Proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section 10.02 is not paid in full by the Corporation within 30 calendar days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to

enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Section 10.02 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Amended and Restated Certificate of Incorporation, Bylaw, agreement, vote of stockholders or disinterested Directors or otherwise.

No repeal or modification of this Article shall in any way diminish or adversely affect the rights of any Director, officer, employee or agent of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(e) Severability. If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article X (including, without limitation each portion of any paragraph of this Article X containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article X (including, without limitation, each such portion of any paragraph of this Article X containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE XI

FORUM SELECTION

SECTION 11.01. Unless the Corporation consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), a state court located within the State of Delaware shall be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any current or former Director, officer, employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any Director, officer or other employee of the Corporation arising pursuant to any provision of the DGCL, this Amended and Restated Certificate of Incorporation or the Bylaws (as either may be amended from time to time) or (iv) any action asserting a claim against the Corporation or any Director or officer or other employee of the Corporation governed by the internal affairs doctrine; provided, however, that, in the event that no state court located in the State of

Delaware has jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be the federal district court for the District of Delaware. Unless the Corporation gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. This exclusive forum provision does not apply to claims arising under the Securities Exchange Act of 1934, as amended. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 11.01. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the forgoing provisions. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation’s ongoing consent right as set forth above in this Section 11.01 with respect to any current or future actions or claims.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this **[●]** day of **[●]**, 20**[●]**.

Name: [●]
Title: [●]

Exhibit 3.2

FORM OF AMENDED AND RESTATED BYLAWS

OF

ZIMVIE INC.

(hereinafter called the "Corporation")

Effective: [●], 2022

ARTICLE I

Offices and Records

Section 1.01. *Registered Office*. The registered office of the Corporation in the State of Delaware is located at 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808, and the registered agent at such address is Corporation Service Company.

Section 1.02. *Other Offices*. The Corporation may have such other offices, either within or without the State of Delaware, as the board of directors of the Corporation (the "Board of Directors", and each member thereof, a "Director") may designate or as the business of the Corporation may from time to time require.

Section 1.03. *Books and Records*. The books and records of the Corporation may be kept outside the State of Delaware at such place or places as may from time to time be designated by the Board of Directors.

ARTICLE II

Stockholders

Section 2.01. *Annual Meeting*. The annual meeting of the stockholders of the Corporation shall be held on such date and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2.02. *Special Meeting*. Except as otherwise required by law and subject to the rights of the holders of any class or series of stock having a preference over the common stock, par value $0.01 per share, of the Corporation (the "Common Stock") as to dividends or upon liquidation, dissolution or winding up, special meetings of the stockholders of the Corporation shall be called only by the Board of Directors pursuant to a resolution stating the purpose or purposes thereof approved by a majority of the total number of Directors which the Corporation would have if there were no vacancies or unfilled newly-created directorships (the "Whole Board"). Any power of stockholders to call a special meeting is specifically denied. A special meeting shall be held on such date and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2.03. *Place of Meeting*. The Board of Directors may designate the place, if any, of meeting for any annual meeting or for any special meeting of the stockholders. If no designation is so made, the place of meeting shall be the principal office of the Corporation. The Board of Directors may, in its sole discretion, determine that any annual meeting or any special meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any previously scheduled annual meeting or special meeting of stockholders.

Section 2.04. *Notice of Meetings*. The Secretary or Assistant Secretary shall cause written notice of the date, time and place, if any, of each meeting of the stockholders to be given, at least ten (10) calendar days but not more than sixty (60) calendar days prior to the date of the meeting, to each stockholder of record entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of the meeting. Such notice shall be given either personally, by mail or other means of written communication, or by electronic transmission in accordance with Section 232 of the DGCL. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder of record at such stockholder's address as it appears on the records of the Corporation. Such further notice shall be given as may be required by law. Notice shall be deemed to have been given to all stockholders of record who share an address if notice is given in accordance with the "householding" rules under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Section 233 of the DGCL. Notice of any meeting of stockholders of the Corporation need not be given to any stockholder who shall sign a waiver of such notice in writing or who shall waive such notice by electronic transmission, whether before or after the time of such meeting. Notice of any adjourned meeting of the stockholders of the Corporation need not be given unless the adjournment is for more than thirty (30) days or is otherwise required by law.

Section 2.05. *Quorum; Required Stockholder Vote*.

(a) Except as otherwise required by law or by the Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), the presence at any stockholders meeting, in person or by proxy, of the holders of a majority of the voting power of all outstanding shares of the Corporation entitled to vote generally in the election of Directors (the "Voting Stock") shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. The chairman of the meeting may adjourn the meeting from time to time, whether or not there is such a quorum. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

(b) In all matters other than the election of Directors and the matters addressed in paragraph (c) of this Section 2.05, unless otherwise provided by the Certificate of Incorporation, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. The required vote in the election of Directors is set forth in Section 2.08.

(c) Notwithstanding anything to the contrary set forth in these Bylaws, the non-binding advisory votes pursuant to Sections 14A(a)(1) and 14A(a)(2) of the Exchange Act, and the rules and regulations promulgated thereunder, shall require the affirmative vote of a majority of the votes cast thereon; provided that for purposes of any such vote, neither abstentions nor broker non-votes shall count as votes cast.

Section 2.06. *Notice of Stockholder Business and Nominations*.

(a) *Annual Meetings of Stockholders.*

(i) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof, or (C) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 2.06 is delivered to the Secretary of the Corporation and at the time of the annual meeting, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 2.06.

(ii) For any nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (C) of paragraph (a)(i) of this Section 2.06, the stockholder must have given timely notice thereof in writing to the Secretary and any such proposed business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) calendar day nor earlier than the close of business on the one hundred twentieth (120th) calendar day prior to the first anniversary of the preceding year's annual meeting; *provided, however*, that in the event that the date of the annual meeting is more than thirty (30) calendar days before or more than sixty (60) calendar days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) calendar day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) calendar day prior to such annual meeting or the tenth (10th) calendar day following the calendar day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For purposes of this Section 2.06, the 2022 annual meeting of stockholders shall be deemed to have been held on [●], 2022. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposes to nominate for election or reelection as a Director (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of Directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, and (2) such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and/or the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and/or the beneficial owner, if any, on whose behalf the nomination or proposal is made (1) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (2) the class or series and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and/or such beneficial owner, (3) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including in the case of a nomination, the nominee, (4) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and/or such beneficial owners, whether or not such instrument or right shall be subject to settlement in an underlying class or series of stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner, with respect to shares of stock of the Corporation, or relates to the acquisition or disposition of any shares of stock of the Corporation, (5) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting, intends to appear in person or by proxy at the meeting to propose such business or nomination and agrees to continue to own such shares of stock of the Corporation through the date of the meeting, (6) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding

capital stock required to approve or adopt the proposal or elect the nominee and/or (b) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination and (7) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of Directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder. The foregoing notice requirements of this Section 2.06 shall be deemed satisfied by a stockholder with respect to business other than a nomination if the stockholder has notified the Corporation of his, her or its intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a Director.

(iii) Notwithstanding anything in the second sentence of paragraph (a)(ii) of this Section 2.06 to the contrary, in the event that the number of Directors to be elected to the Board of Directors at an annual meeting is to be increased effective after the time period for which nominations would otherwise be due under paragraph (a)(ii) of this Section 2.06 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) calendar days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.06 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) calendar day following the day on which such public announcement is first made by the Corporation.

(b) *Special Meetings of Stockholders*. Only such business shall be conducted at a special meeting of stockholders of the Corporation as shall have been brought before the meeting pursuant to the Corporation's notice of meeting under Section 2.04. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders of the Corporation at which Directors are to be elected pursuant to the Corporation's notice of meeting (A) by or at the direction of the Board of Directors or any committee thereof, or (B) if the Board of Directors has determined that Directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.06 is delivered to the Secretary of the Corporation and at the time of the special meeting, who is entitled to vote at the meeting and upon such election and who complies with the notice procedures set forth in this Section 2.06. In the event the Corporation calls a special meeting of stockholders of the Corporation for the purpose of electing one or more Directors to the Board of Directors, any such stockholder may, pursuant to clause (B) of the immediately preceding sentence, nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by clauses (A) and (C) of Section 2.06(a)(ii) shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) calendar day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) calendar day prior to such special meeting or the tenth (10th) calendar day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) *General*.

(i) Only such persons who are nominated in accordance with the relevant procedures set forth in Section 2.06 shall be eligible to be elected at an annual or special meeting of stockholders of

the Corporation to serve as Directors and only such business shall be conducted at a meeting of stockholders of the Corporation as shall have been brought before the meeting in accordance with the relevant procedures set forth in Section 2.06. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty (A) to determine whether the relevant procedures set forth in Section 2.06 have been complied with and (B) if the relevant procedures set forth in Section 2.06 have not been complied with, to declare that the applicable nomination shall be disregarded or that the applicable proposed business shall not be transacted. Notwithstanding the provisions of Section 2.06, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business or the stockholder otherwise has not complied with the relevant provisions set forth in Section 2.06, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of Section 2.06, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders of the Corporation and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at such meeting of stockholders.

(ii) For purposes of Section 2.06, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission (the "SEC") pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(iii) Notwithstanding the provisions of Section 2.06, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in such Sections; *provided however*, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.06 (including paragraphs (a)(i)(C) and (b) of Section 2.06), and compliance with paragraphs (a)(i)(C) and (b) of Section 2.06 shall be the exclusive means for a stockholder to make nominations or submit other business (other than, as provided in the penultimate sentence of clause (a)(ii) of Section 2.06, matters brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as it may be amended from time to time). Nothing in Section 2.06 shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 of the Exchange Act or (ii) of the holders of any series of preferred stock of the Corporation ("Preferred Stock") to elect Directors pursuant to any applicable provisions of the Certificate of Incorporation, including any Preferred Stock Designation (as defined in the Certificate of Incorporation).

Section 2.07. *Proxies.* At all meetings of stockholders, a stockholder may vote by proxy in accordance with the DGCL or by such person's duly authorized attorney in fact.

Section 2.08. *Procedure for Election of Directors; Required Vote*.

(a) *Election of Directors*. Election of Directors at all meetings of the stockholders at which Directors are to be elected shall be by ballot. Subject to the rights of the holders of any series of Preferred Stock to elect Directors under an applicable Preferred Stock Designation, and except as provided in this Section 2.08(a), each Director shall be elected by the vote of the majority of the votes cast with respect to that Director's election at any meeting for the election of Directors at which a quorum is present; *provided, however*, that if the number of nominees exceeds the number of Directors to be elected, the Directors shall be elected by the vote of a plurality of the shares represented in person or by proxy at any such meeting and entitled to vote on the election of Directors. For purposes of this Section 2.08(a), a majority of votes cast

shall mean that the number of shares voted "for" a Director's election exceeds the number of votes cast "against" that Director's election. If a nominee for Director is not elected and the nominee is an incumbent Director, the Director shall promptly tender his or her resignation to the Board of Directors, subject to acceptance by the Board of Directors. The Corporate Governance Committee will make a recommendation to the Board of Directors as to whether to accept or reject the tendered resignation, or whether other action should be taken. The Board of Directors will act on the tendered resignation, taking into account the Corporate Governance Committee's recommendation, and publicly disclose (by a press release, a filing with the SEC or other broadly disseminated means of communication) its decision regarding the tendered resignation and the rationale behind the decision within 90 days from the date of the certification of the election results. The Corporate Governance Committee in making its recommendation and the Board of Directors in making its decision may each consider any factors or other information that they consider appropriate and relevant. The Director who tenders his or her resignation will not participate in the recommendation of the Corporate Governance Committee or the decision of the Board of Directors with respect to his or her resignation. If such incumbent Director's resignation is not accepted by the Board of Directors, such Director shall continue to serve until the next annual meeting and until his or her successor is duly elected, or his or her earlier resignation or removal. If a Director's resignation is accepted by the Board of Directors pursuant to this Section 2.08(a), or if a nominee for Director is not elected and the nominee is not an incumbent Director, then the Board of Directors may fill the resulting vacancy pursuant to the provisions of Section 7.04 of the Certificate of Incorporation or may decrease the size of the Board of Directors pursuant to the provisions of Section 7.01 of the Certificate of Incorporation.

(b) *Other Matters*. Except as otherwise provided by law, the Certificate of Incorporation, a Preferred Stock Designation, applicable stock exchange rules or other rules and regulations applicable to the Corporation or these Bylaws, in all matters other than the election of Directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders.

Section 2.09. *Inspectors of Elections; Opening and Closing the Polls*.

(a) The Board of Directors by resolution shall appoint, or shall authorize an officer of the Corporation to appoint, one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspector(s) to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging such person's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such person's ability. The inspector(s) shall have the duties prescribed by law.

(b) The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding officer, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such

other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding officer at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding officer should so determine, such person shall so declare to the meeting that any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE III

Board of Directors

Section 3.01. *General Powers*. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders.

Section 3.02. *Regular Meetings*. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw in conjunction with the annual meeting of stockholders. The Board of Directors may, by resolution, provide the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 3.03. *Special Meetings*. Special meetings of the Board of Directors shall be called at the request of the President and Chief Executive Officer or by three or more Directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix the place and time of the meetings.

Section 3.04. *Notice*. Notice of any special meeting of Directors shall be given to each Director orally by telephone, in writing by hand delivery, first-class mail, overnight mail, courier service, telegram or electronic transmission, or by any other lawful means. Any such notice shall be sent or transmitted to such post office address, electronic mail address, facsimile number or other number or location as each Director has provided to the Corporation. If mailed by first-class mail, such notice shall be deemed adequately delivered when deposited in the United States mail so addressed, with postage thereon prepaid, at least 5 calendar days before such meeting. If sent by telegram, overnight mail or courier service, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company or the notice is delivered to the overnight mail or courier service company at least 24 hours before such meeting. If sent by electronic transmission, such notice shall be deemed adequately delivered when the notice is transmitted at least 12 hours before such meeting. If given by telephone, by hand delivery or by other lawful means, the notice shall be given at least 12 hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting. A meeting may be held at any time without notice if all the Directors are present (except when Directors attend for the express purpose of objecting, at the beginning of the meeting, because it is not lawfully called or conveyed) or if those not present waive notice of the meeting either before or after such meeting.

Section 3.05. *Action by Consent of Board of Directors*. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in accordance with applicable law.

Section 3.06. *Conference Telephone Meetings*. Members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 3.07. *Quorum*. Subject to Article VII of the Certificate of Incorporation, a whole number of Directors equal to at least a majority of the Whole Board shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.08. *Committees of the Board of Directors*.

(a) The Board of Directors may from time to time designate committees, which shall consist of one or more Directors. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee may, to the extent permitted by law, exercise such powers and shall have such responsibilities as shall be specified in the designating resolution. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Each committee shall keep written minutes of its proceedings and shall report such proceedings to the Board of Directors when required.

(b) A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Section 3.04. The Board of Directors shall have power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board of Directors from appointing one or more committees consisting in whole or in part of persons who are not Directors; *provided*, *however*, that no such committee shall have or may exercise any authority of the Board of Directors.

Section 3.09. *Records*. The Board of Directors shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board of Directors and of the stockholders, appropriate stock books and registers and such books of records and accounts as may be necessary for the proper conduct of the business of the Corporation.

Section 3.10. *Chairman of the Board*. The Chairman of the Board, who may be an officer of the Corporation or may be a non-executive Chairman of the Board as determined by the Board of Directors, shall preside at all meetings of stockholders and of the Board of Directors at which he or she is present. The Chairman of the Board shall have such other powers and perform such other duties as may be assigned to him or her from time to time by these Bylaws or the Board of Directors. The Board of Directors also may elect a Vice-Chairman to act in the place of the Chairman of the Board upon his or her absence or inability to act.

Section 3.11. *Emergency Provisions*. In the event of a disaster of sufficient severity to prevent the business and affairs of the Corporation from being managed and its corporate powers from being exercised by the Board of Directors in accordance with these Bylaws, whether by reason of multiple deaths or incapacity of Directors and officers, destruction of property, failure of communications or other catastrophe, then, notwithstanding any other provision of these Bylaws, the following provisions shall apply:

(a) An emergency meeting or meetings of the Board of Directors or the surviving members thereof shall be called by the Chairman of the Board of Directors or the Chief Executive Officer, if available, and otherwise by one or more Directors; such meetings to be held at such times and places and upon such notice, if any, as the person or persons calling the meeting shall deem proper. The Board of Directors may take any action at such meetings which it deems necessary and appropriate to meet the emergency.

(b) The presence of the smallest number of Directors permitted by law to constitute a quorum, but not less than two, shall be sufficient for the transaction of business at emergency meetings of the Board of Directors, except that if there be less than two surviving Directors, the surviving Director, although less than a quorum, may fill vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled as soon as reasonably practicable following the emergency in the manner specified in Article VII of the Certificate of Incorporation.

(c) Without limiting the generality of the foregoing, the Board of Directors is authorized in connection with an emergency to make all necessary determinations of fact regarding the nature, extent and severity of the emergency and the availability of Directors to participate in meetings, to designate and replace officers, agents and employees of the Corporation and otherwise provide for continuity of management.

(d) The emergency powers provided in this Section 3.11 shall be in addition to any powers provided by law.

ARTICLE IV

Officers

Section 4.01. *Elected Officers*. The elected officers of the Corporation shall be a President and Chief Executive Officer, a Secretary, a Treasurer, and such other officers (including, without limitation, Executive Vice Presidents, Senior Vice Presidents and Vice Presidents) as the Board of Directors from time to time may deem proper. All officers elected by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. The Board of Directors or any committee thereof may from time to time elect, or the President and Chief Executive Officer may appoint, such other officers (including one or more Vice Presidents, Controllers, Assistant Secretaries and Assistant Treasurers), as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board of Directors or such committee or by the President and Chief Executive Officer, as the case may be.

Section 4.02. *Election and Term of Office*. The elected officers of the Corporation shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors held in conjunction with the annual meeting of the stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until such person’s successor shall have been duly elected and shall have qualified or until such person’s death or until he shall resign or be removed pursuant to Section 4.07.

Section 4.03. *President, Chief Executive Officer*. The President shall be the Chief Executive Officer of the Corporation, shall act in a general executive capacity, shall, subject to the oversight of the Board of Directors, be responsible for the general management of the policies and affairs of the Corporation

and the administration and operation of the Corporation's business, and shall perform all duties incidental to such person's office which may be required by law and all such other duties as are properly required of him or her by the Board of Directors. The President and Chief Executive Officer shall make reports to the Board of Directors and the stockholders, and shall see that all orders and resolutions of the Board of Directors and of any committee thereof are carried into effect. The President and Chief Executive Officer, if he or she is also a Director, shall, in the absence of or because of the inability to act of the Chairman of the Board and the Vice-Chairman, if any, act as chairman of all meetings of stockholders and of the Board of Directors.

Section 4.04. *Vice Presidents*. Each Executive Vice President, Senior Vice President and Vice President shall have such powers and shall perform such duties as shall be assigned to such person by the Board of Directors or by the President and Chief Executive Officer.

Section 4.05. *Treasurer*.

(a) The Treasurer shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Corporation to be deposited in such banks as may be authorized by the Board of Directors, or in such banks as may be designated as depositories in the manner provided by resolution of the Board of Directors. The Treasurer shall have such further powers and duties and shall be subject to such directions as may be granted or imposed from time to time by the Board of Directors or the President and Chief Executive Officer.

(b) The Board of Directors or the President and Chief Executive Officer may designate one or more Assistant Treasurers who shall have such of the authority and perform such of the duties of the Treasurer as may be assigned to them by the Board of Directors or the President and Chief Executive Officer. During the Treasurer's absence or inability, the Treasurer's authority and duties shall be possessed by such Assistant Treasurer(s) as the Board of Directors or the President and Chief Executive Officer may designate.

Section 4.06. *Secretary*.

(a) The Secretary shall keep or cause to be kept in one or more books provided for that purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; shall be custodian of the records and the seal of the Corporation and affix and attest the seal to all instruments and documents to be executed on behalf of the Corporation under its seal and shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and in general, shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors or the President and Chief Executive Officer.

(b) The Board of Directors or the President and Chief Executive Officer may designate one or more Assistant Secretaries who shall have such of the authority and perform such of the duties of the Secretary as may be provided in these Bylaws or assigned to them by the Board of Directors or the President and Chief Executive Officer. During the Secretary's absence or inability, the Secretary's authority and duties shall be possessed by such Assistant Secretary or Assistant Secretaries as the Board of Directors or the President and Chief Executive Officer may designate.

Section 4.07. *Removal*. Any officer or agent of the Corporation may be removed by the affirmative vote of a majority of the Board of Directors whenever, in their judgment, the best interests of the Corporation would be served thereby. Any officer or agent appointed by the President and Chief Executive Officer may be removed by him or her whenever, in such person's judgment, the best interests of the Corporation would be served thereby. No elected officer shall have any contractual rights against

the Corporation for compensation by virtue of such election beyond the date of the election of such person's successor, such person's death, such person's resignation or such person's removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee benefit plan.

Section 4.08. *Vacancies*. A newly created elected office and a vacancy in any elected office because of death, resignation, or removal may be filled by the Board of Directors for the unexpired portion of the term at any meeting of the Board of Directors. Any vacancy in an office appointed by the President and Chief Executive Officer because of death, resignation, or removal may be filled by the President and Chief Executive Officer.

ARTICLE V

Stock Certificates and Transfers

Section 5.01. *Stock Certificates and Transfers*. The interest of each stockholder of the Corporation shall be evidenced by certificates for shares of stock in such form as the Corporation may from time to time prescribe, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that, subject to the rights of stockholders under applicable law, some or all of any or all classes or series of the Corporation's common or any preferred shares may be uncertificated shares. Notwithstanding the adoption of any such resolution providing for uncertificated shares, every holder of capital stock of the Corporation theretofore represented by certificates and, upon request, every holder of uncertificated shares, shall be entitled to have a certificate signed, countersigned and registered in such manner as the Board of Directors may by resolution prescribe or as may otherwise be permitted by applicable law. Any signature required to be on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The shares of the stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof in person or by such person's attorney, upon surrender for cancellation of certificates for at least the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed (or, with respect to uncertificated shares, by delivery of duly executed instructions or in any other manner permitted by applicable law), with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. Except as otherwise provided by law or these Bylaws, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 5.02. *Lost, Stolen or Destroyed Certificates*. No certificate for shares of stock or uncertificated shares in the Corporation shall be issued in place of any stock certificate or uncertificated shares alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the Corporation of a bond of indemnity in such amount, upon such terms and secured by such surety, as the Board of Directors or any financial officer may in its or such person's discretion require.

ARTICLE VI

Miscellaneous Provisions

Section 6.01. *Fiscal Year*. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December of each year.

Section 6.02. *Dividends*. The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and the Certificate of Incorporation.

Section 6.03. *Seal*. The corporate seal shall have inscribed thereon the words "Corporate Seal," the year of incorporation and the word "Delaware."

Section 6.04. *Waiver of Notice*. Whenever any notice is required to be given to any stockholder or Director under the provisions of the DGCL or these Bylaws, a waiver thereof given in accordance with applicable law shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or the Board of Directors or committee thereof need be specified in any waiver of notice of such meeting.

Section 6.05. *Audits*. The accounts, books and records of the Corporation shall be audited upon the conclusion of each fiscal year by an independent certified public accountant selected by the Board of Directors, and it shall be the duty of the Board of Directors to cause such audit to be done annually.

Section 6.06. *Resignations*. Any Director or any officer, whether elected or appointed, may resign at any time by giving written notice of such resignation to the President and Chief Executive Officer or the Secretary, and such resignation shall be deemed to be effective as of the close of business on the date said notice is received by the President and Chief Executive Officer or the Secretary, or at such later time as is specified therein. No formal action shall be required of the Board of Directors or the stockholders to make any such resignation effective.

ARTICLE VII

Contracts, Proxies, Etc.

Section 7.01. *Contracts*. Except as otherwise required by law, the Certificate of Incorporation, a Preferred Stock Designation, or these Bylaws, any contracts or other instruments may be executed and delivered in the name and on the behalf of the Corporation by such officer or officers of the Corporation as the Board of Directors may from time to time direct. Such authority may be general or confined to specific instances as the Board of Directors may determine. The President and Chief Executive Officer, any Senior Vice President, Executive Vice President or Vice President may execute bonds, contracts, deeds, leases and other instruments to be made or executed or for or on behalf of the Corporation. Subject to any restrictions imposed by the Board of Directors or the President and Chief Executive Officer, any Senior Vice President, Executive Vice President or Vice President of the Corporation may delegate contractual powers to others under such person's jurisdiction, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

Section 7.02. *Proxies*. Unless otherwise provided by resolution adopted by the Board of Directors, the President and Chief Executive Officer, any Senior Vice President, Executive Vice President or Vice President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holders of stock or other securities in any other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other entity, or to consent in accordance with applicable law, in the name of the Corporation as such holder, to any action by such other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such proxies, consents or other instruments as such person may deem necessary or proper in the premises.

ARTICLE VIII

Amendments

Section 8.01. *Amendments*. The Bylaws may be altered or repealed and new Bylaws may be adopted (a) at any annual or special meeting of stockholders by the affirmative vote of the holders of a majority of the voting power of the Voting Stock then outstanding, voting as a single class, *provided*, *however*, that, in the case of any such stockholder action at a special meeting of stockholders, notice of the proposed alteration, repeal or adoption of the new Bylaw or Bylaws must be contained in the notice of such special meeting; or (b) by the affirmative vote of a majority of the Whole Board.

Exhibit 10.1

FORM OF
TAX MATTERS AGREEMENT
DATED AS OF [●], 2022
BY AND BETWEEN
ZIMMER BIOMET HOLDINGS, INC.
AND
ZIMVIE INC.

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "**Agreement**") is entered into as of [●], 2022, by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("**Parent**") and ZimVie Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("**SpinCo**") (Parent and SpinCo sometimes collectively referred to herein as the "**Companies**" and, as the context requires, individually referred to herein as a "**Company**").

RECITALS

WHEREAS, the board of directors of Parent (the "**Parent Board**") has determined that it is in the best interests of Parent and its stockholders to create a new publicly traded company that shall operate the SpinCo Business;

WHEREAS, in furtherance of the foregoing, the Parent Board has determined that it is appropriate and desirable to separate the SpinCo Business from the Parent Business (the "**Separation**") and, following the Separation, to make a distribution, on a pro rata basis, to holders of Parent Shares on the Record Date of at least eighty percent (80%) of the outstanding shares of stock in SpinCo (the "**Distribution**");

WHEREAS, SpinCo has been incorporated solely for these purposes and has not engaged in activities, except in connection with the Separation and the Distribution;

WHEREAS, for U.S. federal income tax purposes, the Contribution and the Distribution, taken together, are intended to qualify as a transaction that is generally tax-free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Code;

WHEREAS, in connection with the Separation, certain members of the Parent Group and certain members of the SpinCo Group have engaged in the Internal Restructuring, including certain Internal Distributions that are intended to qualify as generally tax-free for U.S. federal income tax purposes under Section 355 of the Code and certain Internal Distributions and related transactions that, taken together, are intended to qualify as generally tax-free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Code;

WHEREAS, in order to effectuate the Separation and the Distribution, Parent and SpinCo have entered into that certain Separation and Distribution Agreement, dated as of the date hereof (together with the Schedules, Exhibits and Appendices thereto, the "**Separation and Distribution Agreement**") and have also entered into, and have caused certain of their respective Affiliates to enter into, the Ancillary Agreements;

WHEREAS, as of the date hereof, Parent is the common parent of an affiliated group (as that term is defined in Section 1504 of the Code), including SpinCo, which affiliated group has elected to file consolidated U.S. federal income tax returns;

WHEREAS, pursuant to the Separation and Distribution Agreement and the Ancillary Agreements, Parent and SpinCo, and certain of their respective Affiliates, have agreed to separate the SpinCo Business from the Parent Business by means of, among other actions, (i) the Internal Restructuring, (ii) the Contribution and (iii) the Distribution;

WHEREAS, as a result of the Distribution, SpinCo and its Subsidiaries will cease to be members of the affiliated group (as that term is defined in Section 1504 of the Code) of which Parent is the common parent (the "**Deconsolidation**");

WHEREAS, in connection with the Contribution and the Distribution, Parent has determined to undertake the Monetization Transactions to dispose of Section 361 Consideration received in the Contribution and not distributed in the Distribution;

WHEREAS, the Companies desire to provide for and agree upon the allocation between the Companies of liabilities for Taxes arising prior to, as a result of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes; and

WHEREAS, the Companies acknowledge that this Agreement, the Separation and Distribution Agreement and the Ancillary Agreements represent the integrated agreement of Parent and SpinCo relating to the Separation and the Distribution, are being entered into together, and would not have been entered into independently.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Companies hereby agree as follows:

Section 1. Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation and Distribution Agreement:

"**Accounting Cutoff Date**" means, with respect to SpinCo and any other member of the SpinCo Group the Tax Items of which are included in the Parent Federal Consolidated Income Tax Return, any date as of the end of which there is a closing of the financial accounting records for each such entity.

"**Accounting Firm**" shall have the meaning set forth in Section 13.02.

"**Adjustment Request**" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset, and (c) any claim for refund or credit of Taxes previously paid.

"**Agreement**" means this Tax Matters Agreement.

"**Ancillary Agreements**" shall have the meaning set forth for such term in the Separation and Distribution Agreement; provided that, such term shall include any other agreements pursuant to which the Internal Restructuring is undertaken but shall exclude this Agreement and the Separation and Distribution Agreement.

"**Board Certificate**" shall have the meaning set forth in Section 7.02(d).

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by Law to close in the United States or New York, New York.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended (and with respect to each referenced Section of the Code, including any successor statute or provision).

"**Companies**" and "**Company**" shall have the meaning provided in the first sentence of this Agreement.

"**Contribution**" means the transfer by Parent directly to SpinCo, pursuant to the Separation and Distribution Agreement, of equity interests in PW Holdings US 2 LLC, a Delaware limited liability company, in actual or constructive exchange for (i) the issuance by SpinCo to Parent of shares of stock in SpinCo, and (ii) the SpinCo Cash Distribution (the items described in clauses (i)-(ii), "**Section 361 Consideration**").

"**Controlling Party**" means the Company entitled to control a given Tax Contest under Section 9.02.

"**Deconsolidation**" shall have the meaning provided in the Recitals.

"**Deconsolidation Date**" means the last date on which SpinCo qualifies as a member of the affiliated group (as defined in Section 1504 of the Code) of which Parent is the common parent.

"**DGCL**" means the Delaware General Corporation Law.

"**Distribution**" shall have the meaning set forth in the Recitals.

"**Due Date**" means with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable Law.

"**e-mail**" shall have the meaning set forth in Section 16.01.

"**Federal Income Tax**" means any Tax imposed by Subtitle A of the Code, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Federal Other Tax**" means any Tax imposed by the federal government of the United States of America (other than any Federal Income Taxes), and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Fifty-Percent or Greater Interest**" shall have the meaning ascribed to the term "50-percent or greater interest" for purposes of Sections 355(d) and (e) of the Code.

"**Filing Date**" shall have the meaning set forth in Section 7.05(d).

"**Final Determination**" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a Tax Period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a State, local, or foreign taxing jurisdiction, except that an IRS Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such Tax Period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the Laws of a State, local, or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of Income Tax or Other Tax, but only after the expiration of all periods during which such refund or credit may be recovered (including by way of offset) by the jurisdiction imposing such Income Tax or Other Tax; (e) by a final settlement resulting from a treaty-based competent authority determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the Companies.

"**Foreign Income Tax**" means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income tax as defined in Treasury Regulations Section 1.901-2, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Foreign Other Tax**" means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, other than any Foreign Income Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Foreign Tax**" means any Foreign Income Taxes or Foreign Other Taxes.

"**Group**" means the Parent Group or the SpinCo Group, or both, as the context requires.

"**Income Tax**" means any Federal Income Tax, State Income Tax or Foreign Income Tax.

"**Indemnitee**" shall have the meaning set forth in Section 12.03.

"**Indemnitor**" shall have the meaning set forth in Section 12.03.

"**Intended Tax Treatment**" shall have the meaning set forth in Section 4.04(b).

"**Internal Distribution**" shall mean any distribution of stock undertaken as part of the Internal Restructuring and intended to qualify as generally tax-free for U.S. federal income tax purposes under Section 355 of the Code (including, for the avoidance of doubt, distributions of stock that, when taken together with certain related transactions, are intended to qualify as generally tax-free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Code).

"**Internal Restructuring**" shall mean the transactions described in the Step-Plan, other than the Contribution and the Distribution and the transactions undertaken (or to be undertaken) subsequent to the Distribution, including the Monetization Transactions.

"**IRS**" means the United States Internal Revenue Service.

"**Joint Return**" shall mean any Tax Return of a member of the Parent Group or the SpinCo Group that is not a Separate Return.

"**Non-Controlling Party**" means the Company not entitled to control a given Tax Contest under Section 9.02.

"**Notified Action**" shall have the meaning set forth in Section 7.04(a).

"**Monetization Transactions**" means the transactions, other than the Distribution, through which Section 361 Consideration received by Distributing pursuant to the Contribution are actually disposed in accordance with the Tax Opinions/Rulings.

"**Other Restructuring Transaction**" shall have the meaning provided in the definition of "Tax-Free Status."

"**Other Tax**" means any Federal Other Tax, State Other Tax, or Foreign Other Tax.

"**Other Tax Joint Return**" shall have the meaning set forth in Section 2.05(a)(iii).

"**Parent**" shall have the meaning provided in the first sentence of this Agreement, and references herein to Parent shall include any entity treated as a successor to Parent.

"**Parent Affiliated Group**" shall have the meaning provided in the definition of "Parent Federal Consolidated Income Tax Return."

"**Parent Board**" shall have the meaning set forth in the Recitals.

"**Parent Federal Consolidated Income Tax Return**" means any United States federal income Tax Return for the affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which Parent is the common parent (the "**Parent Affiliated Group**").

"**Parent Foreign Combined Income Tax Return**" means a consolidated, combined or unitary or other similar non-U.S. Tax Return in respect of Foreign Income Taxes or any non-U.S. Tax Return with respect to any profit and/or loss sharing group, group payment or similar group or fiscal unity that actually includes, by election or otherwise, one or more members of the Parent Group together with one or more members of the SpinCo Group.

"**Parent Group**" means Parent and its Affiliates (including, for the avoidance of doubt, (a) any Affiliates acquired or created by Parent or any of its Affiliates after the Distribution, (b) any entity to which Parent or any of its Affiliates is a successor for U.S. federal income tax purposes (or other applicable Tax purposes) and (c) any entity that was an Affiliate of Parent immediately prior to the termination of such Affiliate's legal existence or the disposition of such Affiliate), excluding any entity that is a member of the SpinCo Group, as determined immediately after the Distribution and from time-to-time thereafter.

"**Parent Group Transaction Returns**" shall have the meaning set forth in Section 4.04(b).

"**Parent Separate Return**" means any Separate Return of Parent or any other member of the Parent Group.

"**Parent State Combined Income Tax Return**" means a consolidated, combined or unitary or other similar Tax Return in respect of State Income Taxes that actually includes, by election or otherwise, one or more members of the Parent Group together with one or more members of the SpinCo Group.

"**Past Practices**" shall have the meaning set forth in Section 4.04(a).

"**Payment Date**" means (i) with respect to any Parent Federal Consolidated Income Tax Return, the due date for any required installment of estimated taxes determined under Section 6655 of the Code, the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, and the date the return is filed, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

"**Payor**" shall have the meaning set forth in Section 5.03(a).

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal income tax purposes.

"**Post-Deconsolidation Period**" means any Tax Period beginning after the Deconsolidation Date, and, in the case of any Straddle Period, the portion of such Straddle Period beginning the day after the Deconsolidation Date.

"**Pre-Deconsolidation Period**" means any Tax Period ending on or before the Deconsolidation Date, and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Deconsolidation Date.

"**Prime Rate**" means the rate provided in Section 5.2 of the Separation and Distribution Agreement, as interpreted by Parent in good faith.

"**Privilege**" means any privilege that may be asserted under applicable Law, including, any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"**Proposed Acquisition Transaction**" means a transaction or series of transactions (or any "agreement," "understanding" or "arrangement," within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by SpinCo management or shareholders (or any Section 355 Affiliate management or shareholders), is a hostile acquisition, or otherwise, as a result of which SpinCo or any Section 355 Affiliate would merge or consolidate with any other Person or as a result of which any Person or any group of Persons would (directly or indirectly) acquire, or have the right to acquire, (I) from SpinCo and/or one or more holders of outstanding shares of SpinCo Capital Stock, a number of shares of SpinCo Capital Stock that would, when combined with any other changes in ownership of SpinCo Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (a) the value of all outstanding shares of stock of SpinCo as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (b) the total combined voting power of all outstanding shares of voting stock of SpinCo as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series or (II) from any Section 355 Affiliate and/or one or more holders of outstanding shares of Section 355 Affiliate Capital Stock, a number of shares of Section 355 Affiliate Capital Stock that would, when combined with any other changes in ownership of Section 355 Affiliate Capital Stock pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of (a) the value of all outstanding shares of stock of such Section 355 Affiliate as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (b) the total combined voting power of all outstanding shares of voting stock of such Section 355 Affiliate as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (A) the adoption by SpinCo of a shareholder rights plan or (B) issuances by SpinCo that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"**Representation Letters**" means the representation letters and any other materials (including, without limitation, a Ruling Request and any related supplemental submissions to the IRS or other applicable Tax Authority) delivered or deliverable by, or on behalf of, Parent, SpinCo and others in connection with the rendering by Tax Advisors and/or the issuance by the IRS or other applicable Tax Authority of the Tax Opinions/Rulings.

"**Required Party**" shall have the meaning set forth in Section 5.03(a).

"**Responsible Company**" means, with respect to any Tax Return, the Company having responsibility for preparing and filing such Tax Return under this Agreement.

"**Retention Date**" shall have the meaning set forth in Section 8.01(c).

"**Ruling**" means a private letter ruling (including a supplemental private letter ruling) issued by the IRS to Parent pertaining to or in connection with the Transactions; provided that, such term shall also include a ruling (including a supplemental ruling) issued by any other Tax Authority to any member of the Parent Group or to any member of the SpinCo Group pertaining to or in connection with the Internal Restructuring (including any Swiss federal or cantonal ruling).

"**Ruling Request**" means any letter filed by Parent with the IRS requesting a ruling regarding certain Tax consequences of the Transactions (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendment or supplement to such ruling request letter; provided that, such term shall also include any letter filed by any member of the Parent Group or by any member of the SpinCo Group with any other Tax Authority requesting a ruling regarding certain Tax consequences of the Internal Restructuring (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendment or supplement to such ruling request letter (including any letter requesting a Swiss federal or cantonal ruling).

"**Section 2.03(c) Return**" means any Separate Return of one Company (or its Affiliates) in respect of which the other Company could reasonably be expected to be responsible, pursuant to Section 2.03(c), for some or all of any State Other Taxes due with respect to or required to be reported on such Tax Return.

"**Section 336(e) Election**" has the meaning set forth in Section 7.06.

"**Section 355 Affiliate**" means any member of the SpinCo Group that was a "controlled corporation" (within the meaning of Section 355 of the Code) in an Internal Distribution.

"**Section 355 Affiliate Capital Stock**" means, with respect to any Section 355 Affiliate, all classes or series of capital stock of such Section 355 Affiliate, including (i) the shares of common stock of such Section 355 Affiliate, (ii) all options, warrants and other rights to acquire such stock and (iii) all instruments properly treated as stock in such Section 355 Affiliate for U.S. federal income tax purposes.

"**Section 361 Consideration**" shall have the meaning provided in the definition of "Contribution."

"**Section 7.02(d) Acquisition Transaction**" means any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 25% instead of 40%.

"**Separate Return**" means (a) in the case of any Tax Return of any member of the SpinCo Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the Parent Group and (b) in the case of any Tax Return of any member of the Parent Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the SpinCo Group.

"**Separation**" shall have the meaning set forth in the Recitals.

"**Separation and Distribution Agreement**" shall have the meaning set forth in the Recitals.

"**SpinCo**" shall have the meaning provided in the first sentence of this Agreement, and references herein to SpinCo shall include any entity treated as a successor to SpinCo.

"**SpinCo Affiliated Group**" means any affiliated group (as that term is defined in Section 1504 of the Code) of which SpinCo is the common parent.

"**SpinCo Capital Stock**" means all classes or series of capital stock of SpinCo, including (i) the shares of common stock of SpinCo, (ii) all options, warrants and other rights to acquire such stock and (iii) all instruments properly treated as stock in SpinCo for U.S. federal income tax purposes.

"**SpinCo Group**" means (a) SpinCo and its Affiliates (including, for the avoidance of doubt, (a) any Affiliates acquired or created by SpinCo or any of its Affiliates after the Distribution, (b) any entity to which SpinCo or any of its Affiliates is a successor for U.S. federal income tax purposes (or other applicable

Tax purposes) and (c) any entity that was an Affiliate of SpinCo immediately prior to the termination of such Affiliate's legal existence or the disposition of such Affiliate), as determined immediately after the Distribution and from time-to-time thereafter.

"**SpinCo Group Internal Restructuring**" means (i) any internal restructuring (including by making or revoking any election under Treasury Regulations Section 301.7701-3) involving any member of the SpinCo Group or (ii) any direct or indirect contribution, sale or other transfer by any member of the SpinCo Group to any other member of the SpinCo Group of any of the assets contributed or transferred, directly or indirectly, to SpinCo as part of the Contribution.

"**SpinCo Separate Return**" means any Separate Return of SpinCo or any other member of the SpinCo Group.

"**State Income Tax**" means any Tax imposed by any State of the United States (or by any political subdivision of any such State) or the District of Columbia, in each case, which is imposed on or measured by net income, any state and local franchise or similar Taxes, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**State Other Tax**" means any Tax imposed by any State of the United States (or by any political subdivision of any such State) or the District of Columbia, in each case, other than any State Income Tax, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Step-Plan**" means the Zimmer Biomet Holdings – Project Pinwheel Tax and Legal Step Plan, attached as Schedule 2.1(a) to the Separation and Distribution Agreement.

"**Straddle Period**" means any Tax Period that begins on or before and ends after the Deconsolidation Date.

"**Tax**" or "**Taxes**" means any income, gross income, capital gains, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, *ad valorem*, stamp, excise, escheat, severance, occupation, service, sales, use, license, lease, transfer, import, export, value added, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax) imposed by any governmental entity or political subdivision thereof, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"**Tax Advisor**" means a United States tax counsel or accountant of recognized national standing.

"**Tax Attribute**" shall mean a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit or any other Tax Item that could reduce a Tax.

"**Tax Authority**" means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"**Tax Benefit**" means any refund, credit, or other reduction in otherwise required Tax payments.

"**Tax Contest**" means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"**Tax-Free Status**" means (i) with respect to the Contribution and Distribution, the qualification of the Contribution and Distribution, taken together, (a) as a reorganization described in Sections 355(a) and

368(a)(1)(D) of the Code, (b) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code and (c) as a transaction in which the holders of Parent Shares recognize no income or gain for U.S. federal income tax purposes pursuant to Section 355 of the Code and in which Distributing recognizes no income or gain for U.S. federal income tax purposes pursuant to Section 361 of the Code, (ii) with respect to the Monetization Transactions, (a) the qualification of any stock transferred thereby as being transferred to creditors of Distributing "in connection with the reorganization" described in clause (i) for purposes of Section 361(c) of the Code, (b) the qualification of any stock transferred thereby as "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code and (c) the qualification of any cash transferred thereby as being transferred to creditors of Distributing "in connection with the reorganization" described in clause (i) for purposes of Section 361(b)(3) of the Code, (iii) with respect to any transaction constituting part of the Internal Restructuring that is intended to qualify under Sections 355(a) and 368(a)(1)(D) of the Code, the qualification of such transaction (a) as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code, (b) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code and (c) as a transaction in which the holder of shares in the "distributing corporation" (as such term is defined in Section 355(a) of the Code) recognizes no income or gain for U.S. federal income tax purposes pursuant to Section 355 of the Code and in which such "distributing corporation" recognizes no income or gain for U.S. federal income tax purposes pursuant to Section 361 of the Code, (iv) with respect to any other transaction constituting part of the Internal Restructuring that is intended to qualify under Section 355 of the Code, the qualification of such transaction (a) as a transaction described in Section 355(a) of the Code, (b) as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(c), 355(d), and 355(e) of the Code and (c) as a transaction in which the holder of shares in the "distributing corporation" (as such term is defined in Section 355(a) of the Code) recognizes no income or gain for U.S. federal income tax purposes pursuant to Section 355 of the Code and in which such "distributing corporation" recognizes no income or gain for U.S. federal income tax purposes pursuant to Section 355 of the Code, and (v) with respect to any transaction constituting part of the Internal Restructuring that is not described in the foregoing clauses (iii) and (iv) but that is intended to qualify as generally Tax-free or generally Tax-deferred or otherwise as Tax advantaged (an "**Other Restructuring Transaction**"), the qualification of such Other Restructuring Transaction for applicable Tax purposes in accordance with the Intended Tax Treatment and/or the Parent Group Transaction Returns.

"**Tax Item**" means, with respect to any Income Tax, any item of income, gain, loss, deduction, credit, recapture of credit or any other item which increases or decreases Taxes paid or payable.

"**Tax Law**" means the Law of any governmental entity or political subdivision thereof relating to any Tax.

"**Tax Opinions/Rulings**" means (i) the opinions of White & Case LLP and of Deloitte Tax LLP deliverable to Parent pertaining to or in connection with, and regarding, the U.S. federal income tax treatment of, the Internal Restructuring, the Monetization Transactions, the Contribution and/or the Distribution and (ii) any Rulings.

"**Tax Period**" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"**Tax-Related Losses**" means (i) all federal, state, local and foreign Taxes (including interest and penalties thereon) imposed (or that would be imposed) pursuant to any settlement, Final Determination, judgment or otherwise, (ii) all accounting, legal and other professional fees, and court costs incurred in connection therewith, and (iii) all costs, expenses and damages associated with stockholder litigation or controversies and any amount paid by Parent (or any Affiliate of Parent) or SpinCo (or any Affiliate of SpinCo) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in the case of each of clauses (i) through (iii), resulting from the failure of the Contribution or the Distribution, any Monetization Transaction, any Internal Distribution, or any Other Restructuring Transaction to have Tax-Free Status.

"**Tax Return**" means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, questionnaire, declaration, or document filed or required to be filed under the Code or other Tax Law, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"**Transactions**" means the Internal Restructuring, the Monetization Transactions, the Contribution and the Distribution.

"**Treasury Regulations**" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"**Unqualified Tax Opinion**" means an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is acceptable to Parent, on which Parent may rely, to the effect that a transaction will not affect the Tax-Free Status of the Contribution and the Distribution and the Monetization Transactions (taken together), any Internal Distribution, or any Other Restructuring Transaction; *provided* that, without prejudice to the generality of the foregoing, (i) any tax opinion obtained in connection with a proposed acquisition of SpinCo Capital Stock entered into on or before the two-year anniversary of the Distribution Date shall not qualify as an Unqualified Tax Opinion unless such tax opinion also concludes that such proposed acquisition (a) will not be treated as "part of a plan (or series of related transactions)," within the meaning of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, that includes the Distribution and (b) will not be treated as "part of a plan (or series of related transactions)," within the meaning of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, that includes any Internal Distribution and (ii) any tax opinion obtained in connection with a proposed acquisition of Section 355 Affiliate Capital Stock entered into on or before the two-year anniversary of the Distribution Date shall not qualify as an Unqualified Tax Opinion unless such tax opinion also concludes that such proposed acquisition will not be treated as "part of a plan (or series of related transactions)," within the meaning of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, that includes the applicable Internal Distribution. Any such opinion must assume that the Contribution and Distribution and the Monetization Transactions (taken together), any Internal Distribution, and any Other Restructuring Transaction would have qualified for Tax-Free Status if the transaction in question did not occur.

Section 2. Allocation of Tax Liabilities.

Section 2.01 General Rule.

(a) *Parent Liability*. Parent shall be liable for, and shall indemnify and hold harmless the SpinCo Group from and against any liability for, Taxes which are allocated to Parent under this Section 2.

(b) *SpinCo Liability*. SpinCo shall be liable for, and shall indemnify and hold harmless the Parent Group from and against any liability for, Taxes which are allocated to SpinCo under this Section 2.

*Section 2.02 Allocation of United States Federal Income Taxes and Federal Other Tax*es. Except as otherwise provided in Section 2.05, Federal Income Taxes and Federal Other Taxes shall be allocated as follows:

(a) *Allocation of Taxes Relating to Parent Federal Consolidated Income Tax Returns*. With respect to any Parent Federal Consolidated Income Tax Return, Parent shall be responsible for any and all Federal Income Taxes due or required to be reported on any such Tax Return (including any increase in such Taxes as a result of a Final Determination).

(b) *Allocation of Taxes Relating to Federal Separate Income Tax Returns.* (i) Parent shall be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Taxes as a result of a Final Determination); and (ii) SpinCo shall be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Taxes as a result of a Final Determination).

(c) *Allocation of Federal Other Taxes.* (i) Parent shall be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Taxes as a result of a Final Determination) or otherwise imposed on any member of the Parent Group; and (ii) SpinCo shall be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Taxes as a result of a Final Determination) or otherwise imposed on any member of the SpinCo Group.

Section 2.03 Allocation of State Income and State Other Taxes. Except as otherwise provided in Section 2.05, State Income Taxes and State Other Taxes shall be allocated as follows:

(a) *Allocation of Taxes Relating to Parent State Combined Income Tax Returns*. Parent shall be responsible for any and all State Income Taxes due with respect to or required to be reported on any Parent State Combined Income Tax Return (including any increase in such Taxes as a result of a Final Determination).

(b) *Allocation of State Income Taxes Relating to Separate Returns.* (i) Parent shall be responsible for any and all State Income Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Taxes as a result of a Final Determination); and (ii) SpinCo shall be responsible for any and all State Income Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Taxes as a result of a Final Determination).

(c) *Allocation of State Other Taxes.* (i) Parent shall be responsible for any and all State Other Taxes attributable to, or arising with respect to, assets or activities of the Parent Business (as reasonably determined by Parent) due with respect to or required to be reported on any SpinCo Separate Return, including any increase in such Taxes (as reasonably determined by Parent) as a result of a Final Determination; (ii) other than State Other Taxes for which Parent is responsible in accordance with clause (i) above, SpinCo shall be responsible for any and all State Other Taxes due with respect to or required to be reported on any SpinCo Separate Return; (iii) SpinCo shall be responsible for any and all State Other Taxes attributable to, or arising with respect to, assets or activities of the SpinCo Business (as reasonably determined by Parent) due with respect to or required to be reported on any Parent Separate Return, including any increase in such Taxes (as reasonably determined by Parent) as a result of a Final Determination; and (iv) other than State Other Taxes for which SpinCo is responsible in accordance with clause (iii) above, Parent shall be responsible for any and all State Other Taxes due with respect to or required to be reported on any Parent Separate Return.

Section 2.04 Allocation of Foreign Taxes. Except as otherwise provided in Section 2.05, Foreign Income Taxes and Foreign Other Taxes shall be allocated as follows:

(a) *Allocation of Taxes Relating to Parent Foreign Combined Income Tax Returns*. Parent shall be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Parent Foreign Combined Income Tax Return (including any increase in such Taxes as a result of a Final Determination).

(b) *Allocation of Foreign Income Taxes Relating to Separate Returns.* (i) Parent shall be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Foreign Income Taxes as a result of a Final

Determination); and (ii) SpinCo shall be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Foreign Income Taxes as a result of a Final Determination).

(c) *Allocation of Foreign Other Taxes.* (i) Parent shall be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Taxes as a result of a Final Determination) or otherwise imposed on any member of the Parent Group; and (ii) SpinCo shall be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Taxes as a result of a Final Determination) or otherwise imposed on any member of the SpinCo Group.

Section 2.05 Certain Transaction and Other Taxes.

(a) *SpinCo Liability*. Notwithstanding Sections 2.02, 2.03, and 2.04, SpinCo shall be liable for, and shall indemnify and hold harmless the Parent Group from and against any liability for:

(i) Any stamp, sales and use, gross receipts, value-added or other transfer Taxes imposed by any Tax Authority on any member of the SpinCo Group (if such member is primarily liable for such Tax under applicable Tax Law) on the transfers occurring pursuant to the Transactions;

(ii) Any Taxes resulting from a breach by SpinCo of any representation or covenant in this Agreement, the Separation and Distribution Agreement, any Ancillary Agreement, any Representation Letter or any Tax Opinion/Ruling, but only to the extent not indemnifiable under Section 7.05;

(iii) Any Taxes due with respect to or required to be reported on any Joint Return not described in Section 2.02, 2.03, or 2.04 (an "**Other Tax Joint Return**") to the extent attributable to, or arising with respect to, assets or activities of the SpinCo Business (as reasonably determined by Parent), including any increase in such Taxes (as reasonably determined by Parent) as a result of a Final Determination; and

(iv) Any action taken outside the ordinary course of business after the Distribution, except to the extent such action was directed by the Parent Group or required by this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement.

(b) *Parent Liability*. Notwithstanding Sections 2.02, 2.03, and 2.04, Parent shall be liable for, and shall indemnify and hold harmless the SpinCo Group from and against any liability for:

(i) Any stamp, sales and use, gross receipts, value-added or other transfer Taxes imposed by any Tax Authority on any member of the Parent Group (if such member is primarily liable for such Tax under applicable Tax Law) on the transfers occurring pursuant to the Transactions;

(ii) Any Tax resulting from a breach by Parent of any representation or covenant in this Agreement, the Separation and Distribution Agreement, any Ancillary Agreement, any Representation Letter or any Tax Opinion/Ruling, but only to the extent not indemnifiable under Section 7.05; and

(iii) Any Taxes due with respect to or required to be reported on any Other Tax Joint Return to the extent not allocated to SpinCo under Section 2.05(a)(iii).

Section 3. Proration of Taxes for Straddle Periods.

(a) *General Method of Proration*. In the case of any Straddle Period, Tax Items shall be apportioned between Pre-Deconsolidation Periods and Post-Deconsolidation Periods in accordance with the principles of Treasury Regulations Section 1.1502-76(b) as reasonably interpreted and applied by Parent. With respect to the Parent Federal Consolidated Income Tax Return for the taxable year that includes the Distribution, no election shall be made under Treasury Regulations Section 1.1502-76(b)(2)(ii)(D) (relating to ratable allocation of a year's items). If the Deconsolidation Date is not an Accounting Cutoff Date, the provisions of Treasury Regulations Section 1.1502-76(b)(2)(iii) will be applied to ratably allocate the items (other than extraordinary items) for the month which includes the Deconsolidation Date, unless otherwise determined by Parent.

(b) *Transactions Treated as Extraordinary Item*. In determining the apportionment of Tax Items between Pre-Deconsolidation Periods and Post-Deconsolidation Periods, any Tax Items relating to the Transactions shall be treated as extraordinary items described in Treasury Regulations Section 1.1502-76(b)(2)(ii)(C) and shall (to the extent occurring on or prior to the Deconsolidation Date) be allocated to Pre-Deconsolidation Periods, and any Taxes related to such items shall be treated under Treasury Regulations Section 1.1502-76(b)(2)(iv) as relating to such extraordinary item and shall (to the extent occurring on or prior to the Deconsolidation Date) be allocated to Pre-Deconsolidation Periods.

(c) *Parent State Combined Income Tax Returns and Parent Foreign Combined Income Tax Returns*. Principles similar to those described in Sections 3(a) and 3(b) shall be applied to Taxes reportable on any Parent State Combined Income Tax Returns or Parent Foreign Combined Income Tax Returns so that, to the maximum extent permitted by applicable Tax Law, such Tax Returns do not include Tax Items of any member of the SpinCo Group for any Post-Deconsolidation Period (or portion thereof) other than Tax Items that would be so included under the principles of Sections 3(a) and 3(b).

Section 4. Preparation and Filing of Tax Returns.

Section 4.01 General. Except as otherwise provided in this Section 4, Tax Returns shall be prepared and filed on or before their Due Date by the Person obligated to file such Tax Returns under the Code or applicable Tax Law. The Companies shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Section 8 with respect to the preparation and filing of Tax Returns, including by providing information required to be provided pursuant to Section 8.

Section 4.02 Parent's Responsibility. Parent has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

(a) Parent Federal Consolidated Income Tax Returns for any Tax Periods ending on, before or after the Deconsolidation Date;

(b) Parent State Combined Income Tax Returns for any Tax Periods ending on, before or after the Deconsolidation Date;

(c) Parent Foreign Combined Income Tax Returns for any Tax Periods ending on, before or after the Deconsolidation Date;

(d) Other Joint Returns which Parent reasonably determines are required to be filed (or which Parent chooses to be filed) by the Companies or any of their Affiliates for any Tax Periods ending on, before or after the Deconsolidation Date, including Other Tax Joint Returns and Joint Returns in respect of any transfer Taxes; and

(e) Parent Separate Returns and SpinCo Separate Returns which Parent reasonably determines are required to be filed by the Companies or any of their Affiliates for Tax Periods ending on, before or after the Deconsolidation Date (limited, in the case of SpinCo Separate Returns, to such Tax Returns for which the Due Date is on or before the Deconsolidation Date).

Section 4.03 SpinCo's Responsibility. SpinCo shall prepare and file, or shall cause to be prepared and filed, all Tax Returns required by the Code or other applicable Tax Law to be filed by or with respect to members of the SpinCo Group other than those Tax Returns which Parent is required or entitled to prepare and file under Section 4.02.

Section 4.04 Tax Accounting Practices.

(a) *General Rule*. Except as otherwise provided in Section 4.04(b), with respect to any Tax Return that SpinCo has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 4.03, (i) for any Pre-Deconsolidation Period or any Straddle Period (or any taxable period beginning after the Deconsolidation Date to the extent items reported on such Tax Return could reasonably be expected to affect items reported on any Tax Return that Parent has the obligation or right to prepare and file for any Pre-Deconsolidation Period or any Straddle Period) or (ii) that is Section 2.03(c) Return, such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") used with respect to the Tax Returns in question (unless there is no reasonable basis for the use of such Past Practices or unless there is no adverse effect to Parent), and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of such Past Practices or there is no adverse effect to Parent), in accordance with reasonable Tax accounting practices selected by SpinCo and reasonably acceptable to Parent. Except as otherwise provided in Section 4.04(b), Parent shall prepare any Section 2.03(c) Return and any Other Tax Joint Return which it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 4.02, in accordance with reasonable Tax accounting practices selected by Parent.

(b) *Reporting of Transactions*. The Tax treatment of the Transactions reported on any Tax Return shall be consistent with the treatment thereof in the Ruling Requests, the Tax Opinions/Rulings, and the Step-Plan (such treatment, the "**Intended Tax Treatment**"), unless there is no reasonable basis for such Tax treatment. The Tax treatment of the Transactions reported on any Tax Return for which SpinCo is the Responsible Company shall be consistent with that on any Tax Return filed or to be filed by Parent or any member of the Parent Group or caused or to be caused to be filed by Parent, in each case with respect to periods prior to the Distribution Date or with respect to Straddle Periods ("**Parent Group Transaction Returns**"), unless there is no reasonable basis for such Tax treatment. To the extent the Tax treatment relating to any aspect of the Transactions is not covered by the Intended Tax Treatment or the Parent Group Transaction Returns, the Companies shall report such Tax treatment on any and all Tax Returns in a manner that is consistent with Parent's intention or determination with respect thereto.

Section 4.05 Consolidated or Combined Tax Returns. SpinCo will elect and join, and will cause its respective Affiliates to elect and join, in filing any Parent Federal Consolidated Income Tax Returns, Parent State Combined Income Tax Returns, Parent Foreign Combined Income Tax Returns and any other Joint Returns that Parent determines are required to be filed or that Parent chooses to file pursuant to Section 4.02 for any Pre-Deconsolidated Period or Straddle Period. With respect to any SpinCo Separate Returns relating to any Tax Period (or portion thereof) ending on or prior to the Distribution Date, SpinCo will elect and join, and will cause its respective Affiliates to elect and join, in filing consolidated, unitary, combined, or other similar joint Tax Returns, to the extent each entity is eligible to join in such Tax Returns, if Parent reasonably determines that the filing of such Tax Returns is consistent with past reporting practices, or, in the absence of applicable past practices, will result in the minimization of the net present value of the aggregate Tax to the entities eligible to join in such Tax Returns.

Section 4.06 Right to Review Tax Returns.

(a) *General*. The Responsible Company with respect to any Tax Return shall make such Tax Return (or the relevant portions thereof) and related workpapers available for review by the other Company, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting Company is or could reasonably be expected to be liable, (ii) the requesting Company would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of material adjustments to the amount of Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting Company would reasonably be expected to have a claim for material Tax Benefits under this Agreement, (iv) reasonably necessary for the requesting Company to confirm compliance with the terms of this Agreement or (v) such Tax Return is required by the requesting Company to comply with its reporting obligations to the Securities and Exchange Commission. The Responsible Company shall use reasonable efforts to make such Tax Return available for review as required under this Section 4.06(a) at least 30 days in advance of the relevant Due Date and, failing that, sufficiently in advance of the Due Date of such Tax Return to provide the requesting Company with a meaningful opportunity to analyze and comment on such Tax Return and shall use reasonable efforts to have such Tax Return modified before filing, taking into account the Person responsible for payment of the Tax (if any) reported on such Tax Return and whether the amount of Tax liability with respect to such Tax Return is material. The Companies shall attempt in good faith to resolve any disagreement arising out of the review of such Tax Return and, failing that, such disagreement shall be resolved in accordance with the disagreement resolution provisions of Section 13 as promptly as practicable.

(b) *Execution of Tax Returns Prepared by Other Company*. In the case of any Tax Return which is required to be prepared and filed by one Company under this Agreement and which is required by Law to be signed by the other Company or its Affiliates (or by an authorized representative thereof), the Company or the Company having an Affiliate which is legally required to sign such Tax Return shall not be required to sign or caused to be signed such Tax Return under this Agreement if there is no reasonable basis for the Tax treatment of any item reported on the Tax Return.

(c) *Section 2.03(c) Returns and Other Tax Joint Returns*. No Company shall amend, or cause to be amended, any Section 2.03(c) Return or Other Tax Joint Return or file, or cause to be filed, any Adjustment Request with respect to any such Tax Return, in each case, unless the other Company shall have first consented in writing to such amendment or Adjustment Request, such content not to be unreasonably withheld, conditioned, or delayed.

Section 4.07 Apportionment of Earnings and Profits and Tax Attributes. Parent shall be entitled in good faith to instruct SpinCo in writing of the portion, if any, of any earnings and profits, previously taxed earnings and profits, Tax Attribute, basis, overall foreign loss or any consolidated, combined, unitary or comingled attribute which Parent determines shall be allocated to, apportioned to or adjusted by the SpinCo Group under applicable Law in connection with the Transactions. SpinCo and all other members of the SpinCo Group shall prepare all Tax Returns in accordance with (and shall not take any Tax position that is inconsistent with) such written instructions. As soon as practicable after receipt of a written request from SpinCo, Parent shall provide copies of any studies, reports, and workpapers supporting the earnings and profits, previously taxed earnings and profits, Tax Attribute, basis, overall foreign loss and any consolidated, combined, unitary or comingled attribute allocable to SpinCo or any other members of the SpinCo Group. In the event of a subsequent adjustment to the earnings and profits, previously taxed earnings and profits, Tax Attribute, basis, overall foreign loss or any consolidated, combined, unitary or comingled attribute determined by Parent pursuant to this Section 4.07, Parent or SpinCo, as the case may be, shall promptly notify the other Company in writing of such adjustment. For the avoidance of doubt, Parent shall not be liable to SpinCo or any other member of the SpinCo Group for any failure of any determination under this Section 4.07 to be accurate under applicable Law.

Section 5. Tax Payments.

Section 5.01 Payment of Taxes With Respect to Joint Returns. In the case of any Joint Return reflecting Taxes for which both Parent and SpinCo are responsible under Section 2.05:

(a) *Computation and Payment of Tax Due*. At least three Business Days prior to any Payment Date for any such Tax Return, Parent shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 4.04 relating to consistent accounting practices, as applicable) with respect to such Tax Return on such Payment Date. Parent shall pay such amount to such Tax Authority on or before such Payment Date (and provide notice and proof of payment to SpinCo).

(b) *Computation and Payment of Liability With Respect To Tax Due*. Within 30 days following the earlier of (i) the Due Date for filing any such Tax Return or (ii) the date on which such Tax Return is filed, SpinCo shall pay to Parent the amount allocable to the SpinCo Group under the provisions of Section 2.05 with respect to such Tax Return, plus interest computed at the Prime Rate on the amount so allocable to the SpinCo Group based on the number of days from the date such Tax was paid by Parent to the date of the payment under this Section 5.01(b).

(c) *Adjustments Resulting in Underpayments*. In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, Parent shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Final Determination. Parent shall compute the amount attributable to the SpinCo Group in accordance with Section 2.05 and SpinCo shall pay to Parent any amount due to Parent under Section 2.05 within 30 days following the date of receipt of a written notice and demand from Parent for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 5.01(c) shall include interest computed at the Prime Rate based on the number of days from the date the additional Tax was paid by Parent to the date of the payment under this Section 5.01(c).

Section 5.02 Payment of Taxes With Respect to Section 2.03(c) Returns. In the case of any Section 2.03(c) Return:

(a) *Computation and Payment of Tax Due*. At least three Business Days prior to any Payment Date for any Section 2.03(c) Return, the Responsible Company shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 4.04 relating to consistent accounting practices, as applicable) with respect to such Tax Return on such Payment Date. The Responsible Company shall pay such amount to such Tax Authority on or before such Payment Date (and provide notice and proof of payment to the other Company).

(b) *Computation and Payment of Liability With Respect To Tax Due*. Within 30 days following the earlier of (i) the Due Date for filing any such Section 2.03(c) Return or (ii) the date on which such Section 2.03(c) Return is filed, if Parent is the Responsible Company, then SpinCo shall pay to Parent the amount for which SpinCo is responsible under the provisions of Section 2.03(c) with respect to such Tax Return, and if SpinCo is the Responsible Company, then Parent shall pay to SpinCo the amount for which Parent is responsible under the provisions of Section 2.03(c) with respect to such Tax Return, in each case, plus interest computed at the Prime Rate on the amount so allocable to SpinCo or Parent, as applicable, based on the number of days from the date such Tax was paid by Parent or SpinCo, as applicable, to the date of the payment under this Section 5.02(b).

(c) *Adjustments Resulting in Underpayments*. In the case of any adjustment pursuant to a Final Determination with respect to any such Section 2.03(c) Return, the Responsible Company shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Tax Return required to be

paid as a result of such adjustment pursuant to a Final Determination. If the Responsible Company is Parent, Parent shall compute the amount attributable to the assets or activities of the SpinCo Business in accordance with Section 2.03(c) and SpinCo shall pay to Parent such amount within 30 days of the date of receipt of a written notice and demand from Parent for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. If the Responsible Company is SpinCo, (x) SpinCo shall, within 15 days of payment of such additional Tax to the applicable Tax Authority, provide Parent with written notice thereof, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto and (y) Parent shall, within 45 days of receipt of such statement, compute the amount attributable to the assets or activities of the Parent Business in accordance with Section 2.03(c) and pay to SpinCo such amount. Any payments required under this Section 5.02(c) shall include interest computed at the Prime Rate based on the number of days from the date the additional Tax was paid by the Responsible Company to the date of the payment under this Section 5.02(c).

Section 5.03 Indemnification Payments.

(a) Subject to Sections 5.01, 5.02, 7.05(d) and 7.05(e), if any Company or any of its Affiliates (such Company, the "**Payor**") is required under applicable Tax Law to pay to a Tax Authority a Tax that another Company (the "**Required Party**") is liable for under this Agreement, the Required Party shall reimburse the Payor within 30 days of delivery by the Payor to the Required Party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Prime Rate based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 5.03.

(b) All indemnification payments under this Agreement shall be made by Parent directly to SpinCo and by SpinCo directly to Parent, as applicable; *provided*, *however*, that if the Companies mutually agree with respect to any such indemnification payment, any member of the Parent Group, on the one hand, may make such indemnification payment to any member of the SpinCo Group, on the other hand, and vice versa.

Section 6. Tax Benefits.

Section 6.01 Tax Benefits.

(a) Except as set forth below, Parent shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Income Taxes and Other Taxes for which Parent is liable hereunder, SpinCo shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Income Taxes and Other Taxes for which SpinCo is liable hereunder and a Company (the first Company) receiving or having Affiliates receiving a refund to which another Company (the second Company) is entitled hereunder shall pay over such refund to the second Company within 30 days after such refund is received (together with interest computed at the Prime Rate based on the number of days from the date the refund was received to the date the refund was paid over). The second Company, upon the written request of the first Company, shall promptly repay the first Company the amount paid over pursuant to the preceding sentence (together with any penalties, interest or other charges imposed by the relevant Tax Authority) in the event that the first Company or any Affiliate is required to repay such refund to such Tax Authority.

(b) If a member of the SpinCo Group actually realizes in cash any Tax Benefit as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the Parent Group is liable hereunder (or to the tax basis or any Tax Attribute of a member of the Parent Group) (a "**Parent Final Determination Adjustment**") and such Tax Benefit would not have arisen but for such adjustment (determined on a "with and without" basis), or if a member of the Parent Group actually realizes in cash

any Tax Benefit as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the SpinCo Group is liable hereunder (or to the tax basis or any Tax Attribute of a member of the SpinCo Group) and such Tax Benefit would not have arisen but for such adjustment (determined on a "with and without" basis), SpinCo or Parent, as the case may be, shall make a payment to either Parent or SpinCo, as appropriate, within 30 days following such actual realization of the Tax Benefit, in an amount equal to such Tax Benefit actually realized in cash (including any Tax Benefit actually realized in cash as a result of the payment), plus interest on such amount computed at the Prime Rate based on the number of days from the date of such actual realization of the Tax Benefit to the date of payment of such amount under this Section 6.01(b). In the case of a Parent Final Determination Adjustment, then, upon the written request of and at the expense of Parent, SpinCo shall (and, if applicable, shall cause the relevant member of the SpinCo Group to) amend any Tax Return thereof to the extent such amendment would result in a corresponding or correlative Tax Benefit (which shall include, without limitation, any step-up in tax basis).

(c) No later than 30 days after a Tax Benefit described in Section 6.01(b) is actually realized in cash by a member of the Parent Group or a member of the SpinCo Group, Parent (if a member of the Parent Group actually realizes such Tax Benefit) or SpinCo (if a member of the SpinCo Group actually realizes such Tax Benefit) shall provide the other Company with a written calculation of the amount payable to such other Company by Parent or SpinCo, as the case may be, pursuant to this Section 6. In the event that Parent or SpinCo, as the case may be, disagrees with any such calculation described in this Section 6.01(c), Parent or SpinCo, as the case may be, shall so notify the other Company in writing within 30 days of receiving the written calculation set forth above in this Section 6.01(c). Parent and SpinCo shall endeavor in good faith to resolve such disagreement, and, failing that, the amount payable under this Section 6 shall be determined in accordance with the disagreement resolution provisions of Section 13 as promptly as practicable.

Section 6.02 Parent and SpinCo Income Tax Deductions in Respect of Certain Equity Awards and Incentive Compensation. To the extent permitted by applicable Law, solely the member of the Group for which the relevant individual is employed at the time of the vesting, exercise, disqualifying disposition, payment or other relevant taxable event, as appropriate, in respect of the equity awards and other incentive compensation described in the Employee Matters Agreement (or, if such individual is not then employed by a member of any Group, the Group member at which such individual was most recently employed) shall be entitled to claim any Income Tax deduction in respect of such equity awards and other incentive compensation on its respective Tax Return associated with such event.

Section 7. Tax-Free Status.

Section 7.01 Tax Opinions/Rulings and Representation Letters.

(a) Each of SpinCo and Parent hereby represents and agrees that (A) it has carefully reviewed or will carefully review the Representation Letters prior to the date submitted and (B) subject to any qualifications therein, all information, representations and covenants contained in such Representation Letters that concern or relate to such Company or any member of its Group are and will be true, correct and complete.

(b) If any Representation Letters have not yet been submitted, SpinCo and Parent shall use their commercially reasonable efforts and shall cooperate in good faith to finalize (or cause to be finalized) the same as soon as possible and to cause the same to be submitted to the Tax Advisors, the IRS or such other governmental authorities as Parent shall deem necessary or desirable. SpinCo and Parent shall take such other commercially reasonable actions as may be necessary or desirable to obtain any Tax Opinions/Rulings that have not yet been obtained.

(c) SpinCo hereby represents and warrants that it has no plan or intention to take any action or to fail to take any action (or to cause or permit any member of its Group to take or fail to take any action),

in each case, from and after the date hereof, that could reasonably be expected to cause any representation or statement made in this Agreement, the Separation and Distribution Agreement, the Representation Letters, or any of the Ancillary Agreements to be untrue.

(d) SpinCo hereby represents and warrants that, during each two-year period ending on the date of any Internal Distribution or the Distribution Date, there was no "agreement," "understanding," "arrangement," "substantial negotiations" or "discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of any member of the SpinCo Group or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors regarding an acquisition, directly or indirectly, of all or a significant portion of the SpinCo Capital Stock (or any predecessor) or any Section 355 Affiliate Capital Stock; *provided*, *however*, that no representation is made regarding any "agreement," "understanding," "arrangement," "substantial negotiations" or "discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of Parent.

Section 7.02 Restrictions on SpinCo.

(a) SpinCo agrees that it will not take or fail to take, or cause or permit any Affiliate of SpinCo to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any material, information, statement, covenant or representation in this Agreement, the Separation and Distribution Agreement, any of the Ancillary Agreements, any Representation Letters or any Tax Opinions/Rulings. SpinCo agrees that it will not take or fail to take, or permit any Affiliate of SpinCo to take or fail to take, any action which prevents or could reasonably be expected to prevent the Tax-Free Status (including the issuance of any SpinCo Capital Stock or Section 355 Affiliate Capital Stock that would prevent the Distribution or any Internal Distribution from qualifying as a tax-free distribution under Section 355 of the Code), it being agreed and understood that SpinCo shall not agree, and shall prevent any Affiliate of SpinCo from agreeing, in any Tax Contest to any position that is inconsistent with the Tax treatment of the Transactions as provided in the Intended Tax Treatment or the Parent Group Transaction Returns, unless there is no reasonable basis for such Tax treatment.

(b) SpinCo agrees that, from the date hereof until the first day after the two-year anniversary of the Distribution Date, it will (i) maintain its status as a company engaged in the active conduct of the SpinCo Business for purposes of Section 355(b)(2) of the Code, (ii) cause each Section 355 Affiliate to maintain such Section 355 Affiliate's status as a company engaged in the active conduct of the trade or businesses designated as the trade or business for such Section 355 Affiliate in the relevant Tax Opinion for purposes of Section 355(b)(2) of the Code, (iii) not engage in any transaction that would result in SpinCo or any Section 355 Affiliate ceasing to be a company so engaged for purposes of Section 355(b)(2) of the Code and (iv) cause each Section 355 Affiliate not to engage in any transaction that would result in such Section 355 Affiliate ceasing to be a company so engaged for purposes of Section 355(b)(2) of the Code, in the case of each of clauses (i) through (iv), taking into account Section 355(b)(3) of the Code.

(c) SpinCo agrees that, from the date hereof until the first day after the two-year anniversary of the Distribution Date, it will not (and it will cause each Section 355 Affiliate not to, where applicable) (i) enter into any Proposed Acquisition Transaction or, to the extent SpinCo has the right to prohibit (or cause to be prohibited) any Proposed Acquisition Transaction, permit (or cause to be permitted) any Proposed Acquisition Transaction to occur (whether by (I) redeeming rights under a shareholder rights plan, (II) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, or (III) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, any "fair price" or other provision of SpinCo or any Section 355 Affiliate's charter or bylaws or otherwise), (ii) merge or consolidate with any other Person or liquidate or partially liquidate, (iii) in a single transaction or series of transactions, sell or transfer (other than sales or transfers of inventory in

the ordinary course of business) all or substantially all of the assets that were transferred, directly or indirectly, to SpinCo pursuant to the Contribution (or, with respect to any such Section 355 Affiliate, to such Section 355 Affiliate pursuant to any Ancillary Agreements), or sell or transfer 30% or more of the gross assets of the SpinCo Business (or, with respect to any such Section 355 Affiliate, the gross assets of any trade or business designated as the trade or business for such Section 355 Affiliate in the relevant Tax Opinion) or 30% or more of the consolidated gross assets of SpinCo and its Affiliates or of any Section 355 Affiliate and its Subsidiaries (such percentages to be measured based on fair market value as of the date of the Distribution or the relevant Internal Distribution, as applicable), (iv) redeem or otherwise repurchase (directly or through an Affiliate) any SpinCo Capital Stock or any Section 355 Affiliate Capital Stock, or rights to acquire stock, (v) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of SpinCo Capital Stock or Section 355 Affiliate Capital Stock (including, without limitation, through the conversion of one class of stock into another class of stock) or (vi) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation or covenant made in the Representation Letters or the Tax Opinions/Rulings) which in the aggregate (and taking into account any other transactions described in this subparagraph (d)) would be reasonably likely to have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in SpinCo or any Section 355 Affiliate or otherwise jeopardize the Tax-Free Status, unless, in each case, prior to taking any such action set forth in the foregoing clauses (i) through (vi), (A) SpinCo shall have requested that Parent obtain a Ruling in accordance with Section 7.04 to the effect that such transaction will not affect the Tax-Free Status and Parent shall have received such a Ruling in form and substance satisfactory to Parent in its sole and absolute discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status (and in determining whether a Ruling is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions and management's representations made in connection with such Ruling), or (B) SpinCo shall provide Parent with, or assist Parent in obtaining, an Unqualified Tax Opinion in form and substance satisfactory to Parent in its sole and absolute discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status (and in determining whether an opinion is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions and management's representations if used as a basis for the opinion, and Parent may determine that no opinion would be acceptable to Parent) or (C) Parent shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion.

(d) *Certain Issuances of SpinCo Capital Stock or Section 355 Affiliate Capital Stock*. If SpinCo or any Section 355 Affiliate proposes to enter into any Section 7.02(d) Acquisition Transaction or if SpinCo, to the extent SpinCo has the right to prohibit (or cause to be prohibited) any Section 7.02(d) Acquisition Transaction, proposes to permit (or to cause to be permitted) any Section 7.02(d) Acquisition Transaction to occur, in each case, during the period from the date hereof until the first day after the two-year anniversary of the Distribution Date, SpinCo shall provide Parent, no later than ten days following the signing of any written agreement with respect to the Section 7.02(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of any SpinCo Capital Stock or Section 355 Affiliate Capital Stock, as the case may be, to be issued in such transaction) and a certificate of the board of directors of SpinCo to the effect that the Section 7.02(d) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 7.02(c) apply (a "**Board Certificate**").

(e) *SpinCo Group Internal Restructuring*. SpinCo shall provide written notice to Parent describing any SpinCo Group Internal Restructuring proposed to be undertaken during any Tax Period ending on or prior to the two-year anniversary of the Distribution Date and shall consult with Parent regarding any such proposed actions reasonably in advance of taking any such proposed actions and shall consider in good faith any comments from Parent relating thereto.

Section 7.03 Restrictions on Parent. Parent agrees that it will not take or fail to take, or cause or permit any member of the Parent Group to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any material, information, statement, covenant or representation in this Agreement, the Separation and Distribution Agreement, any of the Ancillary Agreements, any Representation Letters or any Tax Opinions/Rulings. Parent agrees that it will not take or fail to take, or cause or permit any member of the Parent Group to take or fail to take, any action which prevents or could reasonably be expected to prevent the Tax-Free Status; *provided, however*, that this Section 7.03 shall not be construed as obligating Parent to consummate the Distribution without the satisfaction or waiver of all conditions set forth in Section 3.3 of the Separation and Distribution Agreement nor shall it be construed as preventing Parent from terminating the Separation and Distribution Agreement pursuant to Section 9.1 thereof.

Section 7.04 Procedures Regarding Opinions and Rulings.

(a) If SpinCo notifies Parent that it desires to take one of the actions described in clauses (i) through (vi) of Section 7.02(c) (a "**Notified Action**"), Parent and SpinCo shall reasonably cooperate to attempt to obtain the Ruling or Unqualified Tax Opinion referred to in Section 7.02(c), unless Parent shall have waived the requirement to obtain such Ruling or Unqualified Tax Opinion.

(b) *Rulings or Unqualified Tax Opinions at SpinCo's Request*. Parent agrees that at the reasonable request of SpinCo pursuant to Section 7.02(c), Parent shall cooperate with SpinCo and use its reasonable efforts to seek to obtain, as expeditiously as possible, a Ruling or an Unqualified Tax Opinion for the purpose of permitting SpinCo to take the Notified Action. Further, in no event shall Parent be required to file a request for any such Ruling under this Section 7.04(b) unless SpinCo represents that (A) it has read such request, and (B) all information and representations, if any, relating to any member of the SpinCo Group, contained in such request (or in any documents relating thereto) are (subject to any qualifications therein) true, correct and complete. SpinCo shall reimburse Parent for all reasonable costs and expenses incurred by the Parent Group in preparing and filing any such request and in obtaining a Ruling or in obtaining or in assisting in obtaining an Unqualified Tax Opinion requested by SpinCo within ten Business Days after receiving an invoice from Parent therefor.

(c) *Rulings or Unqualified Tax Opinions at Parent's Request*. Parent shall have the right to obtain a Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If Parent determines to obtain a Ruling or an Unqualified Tax Opinion, SpinCo shall (and shall cause each Affiliate of SpinCo to) cooperate with Parent and take any and all actions reasonably requested by Parent in connection with obtaining the Ruling or Unqualified Tax Opinion (including, without limitation, by making any representation or covenant or providing any materials or information requested by the IRS or Tax Advisor; *provided* that SpinCo shall not be required to make (or cause any Affiliate of SpinCo to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). Parent and SpinCo shall each bear its own costs and expenses in obtaining a Ruling or an Unqualified Tax Opinion requested by Parent.

(d) SpinCo hereby agrees that Parent shall have sole and exclusive control over the process of obtaining any Ruling, and that only Parent shall apply for a Ruling. In connection with obtaining a Ruling pursuant to Section 7.04(b), (A) Parent shall keep SpinCo informed in a timely manner of all material actions taken or proposed to be taken by Parent in connection therewith; (B) Parent shall (1) reasonably in advance of the submission of any documents relating to the request for such Ruling, provide SpinCo with a draft copy thereof, (2) reasonably consider SpinCo's comments on such draft copy, and (3) provide SpinCo with a final copy; and (C) Parent shall provide SpinCo with notice reasonably in advance of, and SpinCo shall have the right to attend, any formally scheduled meetings with the IRS or other applicable Tax Authority (subject to the approval of the IRS or other applicable Tax Authority) that relate to such Ruling. Neither SpinCo nor any Affiliate of SpinCo shall seek any guidance from the IRS or any other Tax Authority (whether written, verbal or otherwise) at any time concerning the Transactions (or the effect of any other transaction thereon).

Section 7.05 Liability for Tax-Related Losses.

(a) Notwithstanding anything in this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement to the contrary, subject to Section 7.05(c), SpinCo shall be responsible for, and shall indemnify and hold harmless Parent and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to or result from any one or more of the following: (A) the acquisition (other than pursuant to the Transactions), by any means whatsoever or by any Person, of all or a portion of (i) SpinCo Capital Stock, (ii) any Section 355 Affiliate Capital Stock, and/or (iii) Spinco's assets, any Section 355 Affiliate's assets, or any of their Subsidiaries' assets, (B) any "agreement," "understanding," "arrangement," "substantial negotiations" or "discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by (i) any one or more officers or directors of any member of the SpinCo Group or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors regarding transactions or events that cause any Internal Distribution, the Distribution, or any Monetization Transaction to be treated as part of a plan pursuant to which one or more Persons acquire, directly or indirectly, stock of SpinCo, stock of any Section 355 Affiliate, or stock of any Affiliate of SpinCo or any Section 355 Affiliate, in each case, representing a Fifty-Percent or Greater Interest therein or (ii) any one or more officers or directors of any Section 355 Affiliate or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors regarding transactions or events that cause any Internal Distribution to be treated as part of a plan pursuant to which one or more Persons acquire, directly or indirectly, stock of such Section 355 Affiliate or stock of any Affiliate of such Section 355 Affiliate, in each case, representing a Fifty-Percent or Greater Interest therein, (C) any action or failure to act by SpinCo after the Distribution (including, without limitation, any amendment to SpinCo's or any Section 355 Affiliate's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of SpinCo stock (including, without limitation, through the conversion of one class of SpinCo Capital Stock into another class of SpinCo Capital Stock) or Section 355 Affiliate stock (including, without limitation, through the conversion of one class of Section 355 Affiliate Capital Stock into another class of Section 355 Affiliate Capital Stock), (D) any act or failure to act by SpinCo, any Section 355 Affiliate or any other member of the SpinCo Group described in Section 7.02 (regardless of whether such act or failure to act is covered by a Ruling, Unqualified Tax Opinion or waiver, as applicable, described in Section 7.02(c) or by a Board Certificate described in Section 7.02(d) or any consultations with or comments from Parent in accordance with Section 7.02(e)), including, for the avoidance of doubt, any act or failure to act by SpinCo or any other member of the SpinCo Group that results in any Other Restructuring Transaction or any Monetization Transaction failing to qualify, in whole or in part, for Tax-Free Status, or (E) any breach by SpinCo of its agreement and representations set forth in Section 7.01.

(b) Notwithstanding anything in this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement to the contrary, subject to Section 7.05(c), Parent shall be responsible for, and shall indemnify and hold harmless SpinCo and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of any Tax-Related Losses that are attributable to, or result from any one or more of the following: (A) the acquisition (other than pursuant to the Transactions) of all or a portion of Parent's stock and/or its or its Subsidiaries' assets by any means whatsoever by any Person, (B) any "agreement," "understanding," "arrangement," "substantial negotiations" or "discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of any member of the Parent Group or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors regarding transactions or events that cause the Distribution, any Internal Distribution, or any Monetization Transaction to be treated as part of a plan pursuant to which one or more Persons acquire, directly or indirectly, stock of

Parent or the stock of any Affiliate of Parent (including any such Affiliate that is a "distributing corporation" (as defined in Section 355(a) of the Code) in any Internal Distribution) representing a Fifty-Percent or Greater Interest therein, (C) any act or failure to act by Parent or any other member of the Parent Group described in Section 7.03 or (D) any breach by Parent of its agreement and representations set forth in Section 7.01.

(c) Notwithstanding anything in Section 7.05(a) or (b) or any other provision of this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement to the contrary:

(i) SpinCo shall be responsible for, and shall indemnify and hold harmless Parent and its Affiliates and each of their respective officers, directors and employees from and against, one hundred percent (100%) of (I) any Tax-Related Losses resulting from the application of Section 355(e) or Section 355(f) of the Code (other than as a result of an acquisition of a Fifty-Percent or Greater Interest in Parent or any member of the Parent Group) and (II) any other Tax-Related Losses resulting (for the absence of doubt, in whole or in part) from an acquisition after the Distribution of any stock or assets of SpinCo, any Section 355 Affiliate, or any other Affiliate of SpinCo by any means whatsoever by any Person or any action or failure to act by SpinCo affecting the voting rights of SpinCo stock, the stock of any Section 355 Affiliate or the stock of any other Affiliate of SpinCo; and

(ii) For purposes of calculating the amount and timing of any Tax-Related Losses for which SpinCo is responsible under this Section 7.05, Tax-Related Losses shall be calculated by assuming that Parent, the Parent Affiliated Group and each other member of the Parent Group (I) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) have no Tax Attributes in any relevant taxable year. For purposes of calculating the amount and timing of any Tax-Related Losses for which Parent is responsible under this Section 7.05, Tax-Related Losses shall be calculated by assuming that SpinCo, the SpinCo Affiliated Group and each other member of the Spinco Group (I) pay Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) have no Tax Attributes in any relevant taxable year.

(d) The indemnifying Company shall pay the other Company the amount of any Tax-Related Losses for which the indemnifying Company is responsible under this Section 7.05: (A) in the case of Tax-Related Losses described in clause (i) of the definition of Tax-Related Losses, no later than ten Business Days prior to the Due Date of the Tax Return that other Company files, or causes to be filed, for the year of any relevant Internal Distribution, relevant Monetization Transaction, or the Contribution or the Distribution, as applicable (the "**Filing Date**") (*provided* that, if such Tax-Related Losses arise pursuant to a Final Determination described in clause (a), (b) or (c) of the definition of "Final Determination," then the indemnifying Company shall pay the other Company no later than two Business Days after the date of such Final Determination, with interest calculated at the Prime Rate plus two percent, compounded semiannually, from the date that is ten Business Days prior to the Filing Date through the date of such Final Determination (but not in duplication of interest charged by the applicable Tax Authority)) and (B) in the case of Tax-Related Losses described in clause (ii) or (iii) of the definition of Tax-Related Losses, no later than the later of (x) the date that is two Business Days after the date the other Company pays such Tax-Related Losses and (y) the date that is five Business Days after the indemnifying Company receives notification from the other Company of the amount of such Tax-Related Losses due.

(e) Parent shall calculate in good faith and notify SpinCo of the amount of any Tax-Related Losses for which SpinCo is responsible under this Section 7.05. Such calculation shall be binding on SpinCo absent manifest error. At SpinCo's reasonable request, Parent shall make available to SpinCo the portion of any Tax Return or other documentation and related workpapers that are relevant to the determination of the Tax-Related Losses attributable to SpinCo pursuant to this Section 7.05. Parent and

SpinCo shall cooperate in good faith to determine the Tax-Related Losses for which Parent is responsible under this Section 7.05; provided that, at the request of either Company, such determination shall be subject to the provisions of Section 13.

Section 7.06 Section 336(e) Election. If Parent determines, in its sole discretion, that a protective election under Section 336(e) of the Code (a "**Section 336(e) Election**") shall be made with respect to the Distribution (or any Internal Distribution), SpinCo shall (and shall cause any Section 355 Affiliate or any other relevant member of the SpinCo Group to) join with Parent (or any other relevant member of the Parent Group) in the making of such election and shall take any action reasonably requested by Parent or that is otherwise necessary to give effect to such election (including making any other related election). If a Section 336(e) Election is made with respect to the Distribution (or any Internal Distribution or any Other Restructuring Transaction), then (a) in the event the Contribution or the Distribution (or any such Internal Distribution or any such Other Restructuring Transaction) fails to have Tax-Free Status and Parent is not entitled to indemnification for the Tax-Related Losses arising from such failure, SpinCo shall pay over to Parent any Tax Benefit arising from the step-up in Tax basis resulting from the Section 336(e) Election within 30 days of SpinCo (or any such Section 355 Affiliate or any other member of the SpinCo Group) actually realizing such Tax Benefit in cash and (b) this Agreement shall be amended in such a manner as is determined by Parent in good faith to take into account such Section 336(e) Election.

Section 8. Assistance and Cooperation.

Section 8.01 Assistance and Cooperation.

(a) The Companies shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Each of the Companies shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

(b) Any information or documents provided under this Section 8 shall be kept confidential by the Company receiving such information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any Tax Contest. Notwithstanding Section 8.01(c) or any other provision of this Agreement or any other agreement, (i) neither Parent nor any Affiliate of Parent shall be required to provide SpinCo or any Affiliate of SpinCo or any other Person access to or copies of any information or procedures (including the proceedings of any Tax Contest) other than, subject to clause (ii), information or procedures that relate solely to the Transactions, SpinCo, the business or assets of SpinCo or any Affiliate of SpinCo and (ii) in no event shall Parent or any Affiliate of Parent be required to provide SpinCo, any Affiliate of SpinCo or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that Parent determines that the provision of any information to SpinCo or any Affiliate of SpinCo could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Companies shall use reasonable best efforts to permit compliance with its obligations under this Section 8 in a manner that avoids any such harm or consequence.

(c) Each Company shall preserve and keep all Tax records (including e-mails and other digitally stored materials and related workpapers and other documentation) in its possession as of the date

hereof or relating to Taxes of the Groups for Pre-Consolidation Periods or Taxes or Tax matters that are the subject of this Agreement, in each case, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) ninety days after the expiration of any applicable statutes of limitations (taking into account any extensions), or (ii) seven years after the Distribution Date (such later date, the "**Retention Date**"). After the Retention Date, each Company may dispose of such Tax records upon ninety days' prior written notice to the other Company. If, prior to the Retention Date, a Company reasonably determines that any Tax records which it would otherwise be required to preserve and keep under this Section 8.01(c) are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Company agrees in writing, then such first Company may dispose of such Tax records upon ninety days' prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 8.01(c) shall include a list of the Tax records to be disposed of, describing in reasonable detail each file, book or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost, to copy or remove, within such ninety day period, all or any part of such Tax records, and the other Company shall then dispose of such remaining Tax records.

Section 8.02 Income Tax Return Information. SpinCo and Parent acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by Parent or SpinCo pursuant to Section 8.01 or this Section 8.02. SpinCo and Parent acknowledge that failure to conform to the deadlines set forth herein or reasonable deadlines otherwise set by Parent or SpinCo could cause irreparable harm.

(a) At SpinCo's sole expense, SpinCo shall provide such information as is reasonably requested in writing by Parent in connection with the preparation of Tax Returns in accordance with the reasonable deadlines, and in such reasonable form, set forth in such written request.

(b) At Parent's sole expense, Parent shall provide such information as is reasonably requested in writing by SpinCo in connection with the preparation of Tax Returns in accordance with the reasonable deadlines, and in such reasonable form, set forth in such written request.

Section 8.03 Reliance by Parent. If any member of the SpinCo Group supplies information to a member of the Parent Group in connection with Taxes and an officer of a member of the Parent Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Parent Group identifying the information being so relied upon, the chief financial officer of SpinCo (or any officer of SpinCo as designated by the chief financial officer of SpinCo) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. SpinCo agrees to indemnify and hold harmless each member of the Parent Group and its directors, officers and employees from and against any fine, penalty, or other cost or expense of any kind attributable to a member of the SpinCo Group having supplied, pursuant to this Section 8, a member of the Parent Group with inaccurate or incomplete information in connection with Taxes.

Section 8.04 Reliance by SpinCo. If any member of the Parent Group supplies information to a member of the SpinCo Group in connection with Taxes and an officer of a member of the SpinCo Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the SpinCo Group identifying the information being so relied upon, the chief financial officer of Parent (or any officer of Parent as designated by the chief financial officer of Parent) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. Parent agrees to indemnify and hold harmless each member of the SpinCo Group and its directors, officers and employees from and against any fine, penalty, or other cost or expense of any kind attributable to a member of the Parent Group having supplied, pursuant to this Section 8, a member of the SpinCo Group with inaccurate or incomplete information in connection with Taxes.

Section 9. Tax Contests.

Section 9.01 Notice.

(a) Each of the Companies shall provide prompt notice to the other Company of any written communication from a Tax Authority regarding any pending or threatened Tax Contest or assessment related to Taxes of which it becomes aware that is related to Taxes for which it could reasonably expect to be indemnified by the other Company hereunder. Such notice shall contain attached copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail. If an indemnified Company has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such Company fails to give the indemnifying Company prompt notice of such asserted Tax liability, then such failure shall not relieve the indemnifying Company of any obligation which it may have to the indemnified Company under this Agreement except to the extent that the indemnifying Company is actually prejudiced by such failure.

(b) With respect to any written communication from a Tax Authority regarding any pending or threatened Tax Contest, the Controlling Party with respect to such Tax Contest shall have exclusive authority for responding (or causing its relevant Subsidiaries to respond) to any such written communication, subject to Section 9.02(f).

(c) With respect to any written communication from a Tax Authority regarding any assessment related to Taxes other than any pending or threatened Tax Contest, the Company which would be the Controlling Party if such assessment became a Tax Contest shall have exclusive authority for responding (or causing its relevant Subsidiaries to respond) to any such written communication; provided that, in determining whether Parent or SpinCo would be the Controlling Party, Parent shall be permitted to exercise on a *mutatis mutandis* basis the options in Section 9.02; provided further that, any such options shall not be binding under Section 9.02 if and when, in the good faith determination of Parent, such assessment becomes a Tax Contest. The Company having authority for responding to any written communication under this Section 9.01(c) shall timely provide the other Company with copies of any written correspondence or filings submitted to any Tax Authority if such correspondence or filings are relevant to any Tax Return required to be filed by such other Company or any Tax liability that such other Company could be required to bear under this Agreement; provided that, any failure to comply with this sentence, shall not relieve such other Company of any liability or obligation which it may have to the responding Company under this Agreement, except to the extent that such other Company was actually harmed by such failure, and in no event shall such failure relieve such other Company from any other liability or obligation which it may have to the responding Company under this Agreement.

Section 9.02 Control of Tax Contests.

(a) *Separate Company Taxes; Section 2.03(c) Returns*. In the case of any Tax Contest with respect to any Separate Return (other than a Section 2.03(c) Return), the Company having liability for the Tax shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Section 9.02(f). In the case of any Tax Contest with respect to any SpinCo Separate Return that is a Section 2.03(c) Return, (i) if Parent so notifies SpinCo in writing within 30 days after receiving notice from SpinCo about such Tax Contest, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f), and (ii) if Parent does not so notify SpinCo, SpinCo shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f). In the case of any Tax Contest with respect to any Parent

Separate Return that is a Section 2.03(c) Return, Parent shall have exclusive control over the Tax Contest (including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f)), unless Parent provides SpinCo with written notice that SpinCo shall be the Controlling Party with respect to such Tax Contest (in which case, SpinCo shall also have exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f)). Any reasonable costs and expenses incurred by Parent or SpinCo relating to any Tax Contest with respect to a Section 2.03(c) Return shall be borne by (i) SpinCo, to the extent such costs and expenses are attributable (as reasonably determined by Parent) to Taxes for which SpinCo is or would be responsible or (ii) Parent, to the extent such costs and expenses are attributable (as reasonably determined by Parent) to Taxes for which Parent is or would be responsible.

(b) *Parent Federal Consolidated Income Tax Return*. In the case of any Tax Contest with respect to any Parent Federal Consolidated Income Tax Return, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f).

(c) *Parent State Combined Income Tax Return*. In the case of any Tax Contest with respect to any Parent State Combined Income Tax Return, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f).

(d) *Parent Foreign Combined Income Tax Return*. In the case of any Tax Contest with respect to any Parent Foreign Combined Income Tax Return, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f).

(e) *Joint Returns*. In the case of any Tax Contest with respect to any Joint Return (other than any Parent Federal Consolidated Income Tax Return, any Parent State Combined Income Tax Return or any Parent Foreign Combined Income Tax Return), Parent shall have exclusive control over the Tax Contest (including exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f)), unless Parent provides SpinCo with written notice that SpinCo shall be the Controlling Party with respect to such Tax Contest (in which case, SpinCo shall also have exclusive authority with respect to any settlement of any related Tax liability, subject to Section 9.02(f)).

(f) *Settlement Rights*. The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party. Unless waived by the Companies in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment (or any payment under Section 6) to the Controlling Party under this Agreement: (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (ii) the Controlling Party shall provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence with or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; and (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting to any Tax Authority or judicial authority any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement in respect of such adjustment, except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party under this Agreement.

(g) *Power of Attorney*. Each member of the SpinCo Group shall execute and deliver to Parent (or such member of the Parent Group as Parent shall designate) any power of attorney or other similar document reasonably requested by Parent (or such designee) in connection with any Tax Contest (as to which Parent is the Controlling Party) described in this Section 9. Each member of the Parent Group shall execute and deliver to SpinCo (or such member of the SpinCo Group as SpinCo shall designate) any power of attorney or other similar document reasonably requested by SpinCo (or such designee) in connection with any Tax Contest (as to which SpinCo is the Controlling Party) described in this Section 9.

Section 10. Effective Date; Termination of Prior Intercompany Tax Allocation Agreements. This Agreement shall be effective as of the date hereof. As of the date hereof or on such other date (on or prior to the Distribution Date) as Parent may determine, (i) all prior intercompany Tax allocation agreements or arrangements solely between or among Parent and/or any of its Subsidiaries, on the one hand, and SpinCo and/or any of its Subsidiaries, on the other hand, shall be terminated, and (ii) amounts due under such agreements as of the termination date shall be settled. Upon such termination and settlement, no further payments by or to Parent or its Subsidiaries, on the one hand, or by or to SpinCo or its Subsidiaries, on the other hand, with respect to such agreements shall be made, and all other rights and obligations resulting from such agreements between the Companies and their Subsidiaries shall cease at such time. Any payments pursuant to such agreements shall be disregarded for purposes of computing amounts due under this Agreement.

Section 11. Survival of Obligations. The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

Section 12. Treatment of Payments; Tax Gross Up.

Section 12.01 Treatment of Tax Indemnity and Tax Benefit Payments. In the absence of any change in Tax treatment under the Code or other applicable Tax Law and except as otherwise agreed between the Companies or as otherwise required by applicable Tax Law, for all Income Tax purposes, the Companies agree to treat, and to cause their respective Affiliates to treat:

(a) any indemnity payments made by a Company under this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulations Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability,

(b) any payment of interest or State Income Taxes by or to a Tax Authority, as taxable or deductible, as the case may be, to the Company entitled under this Agreement to retain such payment or required under this Agreement to make such payment; and

(c) any Tax Benefit payments made by a Company under Section 6 or 7.06, as distributions or capital contributions, as appropriate, occurring immediately before the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the regulations thereunder or Treasury Regulations Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability.

Section 12.02 Tax Gross Up. If there is an adjustment to the Tax liability of a Company (including, for the avoidance of doubt, under Section 361(b) of the Code) as a result of its receipt of a

payment pursuant to this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement, such payment shall be appropriately increased so that the amount of such payment, reduced by the amount of all Income Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such Income Taxes), shall equal the amount of the payment which the Company receiving such payment would otherwise be entitled to receive. For purposes of this Section 12.02, the amount of any Income Taxes payable with respect to the receipt of a payment pursuant to this Agreement, the Separation and Distribution Agreement, or any Ancillary Agreement shall be calculated by assuming that the recipient or the Group of which it is a member, as applicable, (I) pays Tax at the highest marginal corporate Tax rates in effect in each relevant taxable year and (II) has no Tax Attributes in any relevant taxable year.

Section 12.03 Interest Under This Agreement. Anything herein to the contrary notwithstanding, to the extent one Company ("**Indemnitor**") makes a payment of interest to another Company ("**Indemnitee**") under this Agreement, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by Law) and as interest income by the Indemnitee (includible in income to the extent provided by Law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnitor or increase in Tax to the Indemnitee.

Section 13. Disagreements.

Section 13.01 Interaction with Article VII of the Separation and Distribution Agreement. In the event of any dispute between any member of the Parent Group and any member of the SpinCo Group as to any matter covered by this Agreement, the Companies shall agree as to whether such dispute shall be governed by the procedures set forth in Section 13.02 of this Agreement or in Article VII of the Separation and Distribution Agreement. If the Companies cannot agree within thirty (30) days from the time such dispute arises as to which procedure will govern such dispute, such disagreement shall be resolved pursuant to Article VII of the Separation and Distribution Agreement.

Section 13.02 Dispute Resolution. With respect to any dispute governed by this Section 13.02, the Companies shall appoint a nationally recognized "Big Four" independent public accounting firm (other than the then current auditing firm of Parent or SpinCo) (the "**Accounting Firm**") to resolve such dispute. The Companies shall cooperate in good faith in jointly selecting the Accounting Firm. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by Parent and SpinCo and their respective Representatives, and not by independent review, shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Company only. The Companies shall require the Accounting Firm to resolve all disputes no later than fifteen (15) days after the submission of such dispute to the Accounting Firm, but in no event later than the relevant Payment Date, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Companies. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement. To the extent not inconsistent with this Agreement, the Accounting Firm shall resolve all disputes in a manner consistent with the Past Practices of Parent and the other members of the Parent Group, except as otherwise required by applicable Law. The Companies shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be paid by the non-prevailing Company. Notwithstanding the foregoing provisions of this Section 13, a Company may seek preliminary provisional or injunctive judicial relief with respect to any dispute under this Agreement without first complying with the procedures set forth in this Section 13 (or Article VII of the Separation and Distribution Agreement or the analogous provisions of any Ancillary Agreement) if such action is reasonably necessary to avoid irreparable damage.

Section 14. Late Payments. Any amount owed by one Company to another Company under this Agreement which is not paid when due shall bear interest at the Prime Rate plus two percentage points, compounded semiannually, from the due date of the payment to the date paid. To the extent interest required to be paid under this Section 14 duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Section 14 and the interest rate provided under such other provision.

Section 15. Expenses. Except as otherwise provided in this Agreement, each Company and its Affiliates shall bear their own expenses incurred in connection with the preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

Section 16. General Provisions.

Section 16.01 Addresses and Notices. Each Company giving any notice required or permitted under this Agreement will give the notice in writing and use one of the following methods of delivery to the Company to be notified, at the address set forth below or another address of which the sending Company has been notified in accordance with this Section 16.01: (a) personal delivery; (b) commercial overnight courier with a reasonable method of confirming delivery; (c) pre-paid, United States of America certified or registered mail, return receipt requested; or (d) by electronic mail ("**e-mail**") so long as confirmation of receipt of such e-mail is requested and received. Notice to a Company is effective for purposes of this Agreement only if given as provided in this Section 16.01 and shall be deemed given on the date that the intended addressee actually receives the notice.

If to Parent, to:

Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: Vice President, Global Tax
General Counsel
E-mail: michael.wall@zimmerbiomet.com
legal.americas@zimmerbiomet.com

with copies (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: David H. Dreier, Esq.
Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: ddreier@whitecase.com
morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attention: Chad S. McCormick, Esq.
E-mail: chad.mccormick@whitecase.com

If to SpinCo, to:

ZimVie Inc.
10225 Westmoor Dr.,
Westminster, Colorado 80021
Attention: Heather Kidwell,
Senior Vice President, Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: heather.kidwell@zimmerbiomet.com

with copies (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: David H. Dreier, Esq.
Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: ddreier@whitecase.com
morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attention: Chad S. McCormick, Esq.
E-mail: chad.mccormick@whitecase.com

A Company may change the address for receiving notices under this Agreement by providing written notice of the change of address to the other Company.

Section 16.02 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Companies and their successors and assigns. None of the Companies may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Company.

Section 16.03 Waiver. The Companies may waive a provision of this Agreement only by a writing signed by the Company intended to be bound by the waiver. A Company is not prevented from enforcing any right, remedy or condition in the Company's favor because of any failure or delay in exercising any right or remedy or in requiring satisfaction of any condition, except to the extent that the Company specifically waives the same in writing. A written waiver given for one matter or occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver for any other matter or occasion. Any enumeration of a Company's rights and remedies in this Agreement is not intended to be exclusive, and a Company's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

Section 16.04 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Company remain valid, binding and enforceable.

Section 16.05 Authority. Each of the Companies represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary

corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

Section 16.06 Further Action. The Companies shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other Company and its Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other Company in accordance with Section 9.

Section 16.07 Integration. This Agreement, together with any exhibits and schedules appended hereto, constitutes the final agreement between the Companies, and is the complete and exclusive statement of the Companies' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Companies with respect to the matters contained herein are superseded by this Agreement, as applicable. In the event of any conflict or inconsistency between this Agreement and the Separation and Distribution Agreement, any Ancillary Agreement, or any other agreements relating to the Transactions, with respect to matters addressed herein, the provisions of this Agreement shall control.

Section 16.08 Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any Company. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement. This Agreement shall be deemed to be the joint work product of the Companies and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

Section 16.09 No Double Recovery. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged Company has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a Company shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

Section 16.10 Counterparts. The Companies may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Company that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each Company to the other Company. The signatures of the Companies need not appear on the same counterpart. The delivery of signed counterparts by facsimile or e-mail transmission that includes a copy of the sending Company's signature is as effective as signing and delivering the counterpart in person.

Section 16.11 Governing Law. The internal laws of the State of Delaware (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement and any exhibits and schedules hereto and thereto (whether arising in contract, tort, equity or otherwise).

Section 16.12 Jurisdiction. If any dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Companies irrevocably (and the Companies will cause each other member of their respective Group to irrevocably) (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Delaware, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient, and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

Section 16.13 Amendment. The Companies may amend this Agreement only by a written agreement signed by each Company to be bound by the amendment and that identifies itself as an amendment to this Agreement.

Section 16.14 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the Companies (including but not limited to any successor of Parent or SpinCo succeeding to the Tax attributes thereof under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

Section 16.15 Injunctions. The Companies acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. The Companies shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, each Company has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

"Parent"
Zimmer Biomet Holdings, Inc.

By:
Name: Bryan Hanson
Title: President and Chief Executive Officer

"SpinCo"
ZimVie Inc.

By:
Name: Vafa Jamali
Title: President and Chief Executive Officer

FORM OF

EMPLOYEE MATTERS AGREEMENT

BY AND BETWEEN

ZIMMER BIOMET HOLDINGS, INC.

AND

ZIMMER BIOMET SPINE, INC.

DATED AS OF _____, 2022

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This **EMPLOYEE MATTERS AGREEMENT** (the "Agreement") is by and between Zimmer Biomet Holdings, Inc. ("Parent") and Zimmer Biomet Spine, Inc. ("SpinCo") (each a "Party" and together, the "Parties"), and shall be effective upon the date executed by the Parties.

RECITALS:

WHEREAS, the board of directors of the Parent has determined that it is advisable and in the best interests of the Parent and the Parent's shareholders to create a new publicly traded company which shall operate the Spin-Off Businesses (as such term is defined herein);

WHEREAS, in furtherance of the foregoing, Parent and ZimVie Inc., a Delaware corporation that will be the ultimate parent company of SpinCo, are concurrently entering into a Separation and Distribution Agreement (the "Separation Agreement") which will govern certain matters relating to the Contribution and Distribution and other transactions contemplated by the Separation Agreement; and

WHEREAS, pursuant to the Separation Agreement, the Parent and SpinCo have agreed to enter into this Agreement for the purpose of allocating assets, liabilities and responsibilities with respect to certain employee matters, human resources, employee compensation and benefit plans between them and among them and to address certain other employment-related matters.

NOW, THEREFORE, in consideration of the premises and of the respective agreements and covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.01 Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings; provided that capitalized terms used but not otherwise defined in this Section 1.01 shall have the respective meanings ascribed to such terms in the Separation Agreement.

"Action" means any demand, charge, claim, action, suit, counter suit, arbitration, mediation, hearing, inquiry, proceeding, audit, review, complaint, litigation or investigation, or proceeding of any nature whether administrative, civil, criminal, regulatory or otherwise, by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Benefit Arrangement" means each Benefit Plan and Benefit Policy.

"Benefit Plan" means, with respect to an entity, each compensation or employee benefit plan, program, policy, agreement or other arrangement, whether or not "employee benefit plans" (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA), including any benefit plan, program, policy, agreement or arrangement

providing cash- or equity-based compensation or incentives, health, medical, dental, vision, disability, accident or life insurance benefits or vacation, severance, retention, change in control, termination, deferred compensation, individual employment or consulting, retirement, pension or savings benefits, supplemental income, retiree benefit, relocation or other fringe benefit (whether or not taxable), or employee loans, that are sponsored or maintained by such entity (or to which such entity contributes or is required to contribute or in which it participates), and excluding workers' compensation plans, policies, programs and arrangements.

"Benefit Policy" means, with respect to an entity, each plan, program, arrangement, agreement or commitment that is a vacation pay or other paid or unpaid leave policy or practice sponsored or maintained by such entity (or to which such entity contributes or is required to contribute) or in which it participates.

"Change in Control Severance Agreements" mean the Change in Control Severance Agreements between Parent and individual employees.

"COBRA" means the continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Code Section 4980B and Sections 601 through 608 of ERISA, together with all regulations and proposed regulations promulgated thereunder.

"Code" means the United States Internal Revenue Code of 1986 (or any successor statute), as amended from time to time.

"Contract" means any legally binding written or oral agreement, contract, subcontract, lease, understanding, instrument, note, option, warranty, sales order, purchase order, license, sublicense, insurance policy, benefit plan or commitment or undertaking of any nature, excluding any Permit.

"Contribution" has the meaning given to such term in the Separation Agreement.

"Distribution" has the meaning given to such term in the Separation Agreement.

"Distribution Date" has the meaning set forth in the Separation Agreement.

"Employee Agreement" means any employment contract, whether written or unwritten, between a member of the Parent Group or SpinCo Group and a current or former employee, including any standard form employee agreement customarily signed by certain employees of the Parent Group and any other form of employment agreement, employment letter or notice with respect to the terms of employment between a member of the Parent Group or SpinCo Group and a current or former employee signed or otherwise effective under applicable local Law. The term "Employee Agreement" also includes any cash retention agreement and, for the avoidance of doubt, any "SpinCo Contract" (as defined in the Separation Agreement) that satisfies the definition in this paragraph.

"Employment Tax" means withholding, payroll, social security, workers compensation, unemployment, disability and any similar tax imposed by the IRS, or any other tax authority, and any interest, penalties, additions to tax or additional amounts with respect to the foregoing imposed on any taxpayer or consolidated, combined or unitary group of taxpayers.

"Equity Exchange Ratio" means (i) the value of a share of Parent common stock, which shall be the volume-weighted average price of shares traded on the New York Stock Exchange for the period beginning at 9:30 AM, New York City time (or such as is the official open of trading on the NYSE), and ending at 4:00 PM, New York City time (or such as is the official close of trading on the NYSE) for the trading day preceding the Distribution Date; divided by (ii) the value of a share of SpinCo common stock, which shall be the volume-weighted average price of shares traded on the New York Stock Exchange for the first three days of trading following the Distribution.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or self-regulatory organization.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"Information" means information in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, Contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow

charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data but in any case excluding back-up tapes.

"International" means located outside the United States.

"International Benefit Arrangements" has the meaning set forth in Section 4.02.

"International Employees" means employees located outside of the United States.

"Law" means any statute, law (including common law), ordinance, regulation, rule, code or other legally enforceable requirement of, or Order issued by, a Governmental Authority.

"Leave of Absence" means any leave under the Parent Group leave of absence policy or other similar policy or any other approved leave of absence whether paid or unpaid, that is protected by Law or provided for under a Parent Group policy, program or agreement including USERRA Leave, leave under the Family and Medical Leave Act or corresponding state law or any Parent short-term disability policy, but exclusive of long-term disability.

"Liabilities" means all debts, liabilities (including liabilities for Taxes), guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or not matured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including whether arising out of any Contract or tort based on negligence, strict liability or relating to Taxes payable by a Person in connection with compensatory payments to employees or independent contractors) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.

"Order" means any: (i) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Authority or any arbitrator or arbitration panel or (ii) Contract with any Governmental Authority entered into in connection with any Action.

"Parent Annual Bonus Plans" means the Zimmer Biomet Holdings, Inc. Non-Executive Employee Annual Performance Incentive Plan and the Zimmer Biomet Holdings, Inc. Executive Performance Incentive Plan.

"Parent Benefit Arrangement" means any Benefit Arrangement sponsored, maintained or contributed to by any member of the Parent Group.

"Parent Employee" means any employee of the Parent Group who is not a SpinCo Employee.

"Parent Equity Plans" means the Zimmer Biomet Holdings, Inc. 2009 Stock Incentive Plan and the Stock Plan for Non-Employee Directors, as each may be amended and restated from time to time.

"Parent Group" means Parent and each of its Subsidiaries but excluding any member of the SpinCo Group.

"Parent ESPP" means the Parent Group Employee Stock Purchase Plan.

"Parent Master Trust" means the Zimmer Biomet Holdings, Inc. Savings and Investment 401(k) Program Master Trust, as may be amended and restated from time to time.

"Parent NQDCPs" means the Zimmer Biomet Deferred Compensation Plan, the Biomet, Inc. Deferred Compensation Plan (Pre-409A Grandfathered Plan), the Biomet, Inc. Deferred Compensation Plan (Post-409A Plan), and the Zimmer Holdings, Inc. Independent Sales Representatives Deferred Annual Final Compensation and Equity Incentive Plan, as each may be amended and restated from time to time.

"Parent Option" means each outstanding option to purchase shares of the common stock of the Parent, whether vested or unvested, granted under any Parent Equity Plan.

"Parent Performance-Based Restricted Stock Unit" means each outstanding performance-based restricted stock unit of any member of the Parent Group, whether vested or unvested, granted under any Parent Equity Plan.

"Parent Time Restricted Stock Unit" means each outstanding restricted stock unit of any member of the Parent Group, whether vested or unvested, granted under the Parent Equity Plan, that is not a Parent Performance-Based Restricted Stock Unit.

"Parent Retirement Plan" means the Zimmer Biomet Holdings, Inc. Retirement Income Plan, as may be amended and restated from time to time.

"Parent Savings Plans" means the Zimmer Biomet Holdings, Inc. Savings and Investment 401(k) Program and the Zimmer Biomet Puerto Rico Savings and Investment 401(k) Program, as each may be amended and restated from time to time, and any other Benefit Plan maintained by any member of the Parent Group in which US SpinCo Employees participate immediately before the Pre-Spin Transition Date and that is intended to satisfy the requirements of Sections 401(a) and 401(k) of the Code.

"Parent Severance Plans" means the Zimmer Biomet Holdings, Inc. Severance Plan, the Zimmer Biomet Holdings, Inc. Executive Severance Plan and the Change in Control Severance Agreements, as each may be amended and restated from time to time.

"Parent Welfare Plans" means the Zimmer Biomet Holdings, Inc. Health and Welfare Plan (including the component plans thereof) and any other employee welfare benefit plan maintained by the Parent or any member of the Parent Group and in which SpinCo Employees participate as of the day prior to the Pre-Spin Transition Date.

"Party" or "Parties" has the meaning set forth in the preamble.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority.

"Pre-Spin Transition Date" means January 1, 2022.

"Separation Agreement" has the meaning set forth in the recitals.

"SpinCo" has the meaning set forth in the preamble.

"SpinCo Annual Bonus Plans" means the annual bonus plans established or to be established for the benefit of SpinCo Employees that mirror the Parent Annual Bonus Plans.

"SpinCo Benefit Arrangement" means any Benefit Arrangement sponsored, maintained or contributed to by any member of the SpinCo Group or Subsidiary thereof.

"SpinCo Employees" means (i) any employee who works primarily for the Spin-Off Businesses as of the Pre-Spin Transition Date, provided, that any such individual employed in the United States who is on short-term disability leave, receiving long-term disability benefits or is on any other Leave of Absence on the Pre-Spin Transition Date shall automatically become a SpinCo Employee only if and when such Employee returns to active service, and (ii) any other employee identified or otherwise described in Schedule A hereto.

"SpinCo Equity Awards" means any SpinCo Options, SpinCo Performance-Based Restricted Stock Units, SpinCo Restricted Stock Units, and any other equity awards granted under the SpinCo Equity Plan.

"SpinCo Equity Plans" has the meaning set forth in Section 6.01(b).

"SpinCo Group" means SpinCo and each of its Affiliates after the Distribution.

"SpinCo Master Trust" has the meaning set forth in Section 3.02(a).

"SpinCo NQDCP" means the non-qualified deferred compensation plan established or to be established for the benefit of SpinCo Employees that "mirrors" (i.e., replicates all of the material terms and conditions of) the Zimmer Biomet Deferred Compensation Plan.

"SpinCo Option" means each outstanding stock option of any member of the SpinCo Group, whether vested or unvested, granted under the SpinCo Equity Plan.

"SpinCo Performance-Based Restricted Stock Unit" means each outstanding performance-based restricted stock unit of any member of the SpinCo Group, whether vested or unvested, granted under the SpinCo Equity Plan.

"SpinCo Restricted Stock Unit" means each outstanding restricted stock unit of any member of the SpinCo Group, whether vested or unvested, granted under the SpinCo Equity Plan, that is not a SpinCo Performance-Based Restricted Stock Unit.

"SpinCo Savings Plans" has the meaning set forth in Section 3.02(a).

"SpinCo Severance Plans" means the severance plans established or to be established for the benefit of SpinCo Employees that mirror the Parent Severance Plans.

"SpinCo Welfare Plans" has the meaning set forth in Section 5.01(b).

"Spin-Off Businesses" means the "SpinCo Business" as defined in the Separation Agreement.

"Subsidiary" or "Subsidiaries" means, with respect to any Person, any corporation or other entity (including partnerships and other business associations and joint ventures) of which at least a majority of the voting power represented by the outstanding capital stock or other voting securities or interests having voting power under ordinary circumstances to elect directors or similar members of the governing body of such corporation or entity (or, if there are no such voting interests, fifty percent (50%) or more of the equity interests in such corporation or entity) shall at the time be held, directly or indirectly, by such Person.

"Tax" or "Taxes" means all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local, provincial or foreign taxing authority, including income, gross receipts, excise, real or personal property, sales, use, transfer, customs, duties, franchise, payroll, withholding, social security, receipts, license, stamp, occupation, employment, or other taxes, including any interest, penalties or additions attributable thereto, and any payments to any state, local, provincial or foreign taxing authorities in lieu of any such taxes, charges, fees, levies or assessments.

"USERRA Leave" means a Leave of Absence in respect of which reemployment rights are protected under the Uniformed Services Employment and Reemployment Rights Act.

"US SpinCo Employee" means each SpinCo Employee employed in the United States.

"Workers' Compensation Events" means the event, injury, illness, or condition giving rise to a workers' compensation claim.

Section 1.02 References; Interpretation. Unless the context otherwise requires:

(a) references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, Exhibits and Schedules to, this Agreement;

(b) references in this Agreement to any time shall be to the then prevailing New York City, New York time unless otherwise expressly provided herein; and

(c) references to an individual as an "Employee" are descriptive only and are not necessarily intended to mean that an individual is in fact an employee of any Party.

Section 1.03 Relation to Other Documents. To the extent there is any inconsistency between this Agreement and the terms of another agreement pertaining to the Distribution that is the subject of this Agreement and such inconsistency (i) arises in connection with or as a result of employment with or the performance of services before or after the Distribution for any member of the Parent Group or SpinCo Group and (ii) relates to the allocation of Liabilities attributable to the employment, service, termination of employment or termination of service of any present or former Parent Group employees or SpinCo Employees or any of their dependents or beneficiaries (and any alternate payees in respect thereof), or other service providers (including any individual who is, or was or is determined to be an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment, non-employment, or retainer arrangement or relationship with any member of the Parent Group or the SpinCo Group), the terms of this Agreement shall prevail.

ARTICLE II

GENERAL PRINCIPLES

Section 2.01 Allocation of Assets and Liabilities.

(a) SpinCo Liabilities. Except as otherwise expressly provided in this Agreement or the Separation Agreement, the SpinCo Group hereby assumes (or retains) and agrees to pay, perform, fulfill, and discharge all Liabilities to the extent relating to, arising out of, or resulting from or with respect to:

i. the employment (or termination of employment), including with respect to any statutory or other Liabilities (regardless of whether those Liabilities are otherwise the legal responsibility of the Parent Group or the SpinCo Group), at any time, of each SpinCo Employee (including, in each case, all Liabilities with respect to any such SpinCo Employee relating to, arising out of, or resulting from Employment Tax, Employee Agreements, any Parent Benefit Arrangement or any SpinCo Benefit Arrangement); provided, however, that, notwithstanding anything in this Section 2.01(a) to the contrary, SpinCo shall not assume any Liabilities relating to, arising out of, or resulting from the Parent Retirement Plan, any Parent NQDCPs or any Parent Annual Bonus Plan (other than any Liabilities for any bonuses under any Parent Annual Bonus Plan accruing after 2021), which Liabilities shall be expressly retained by Parent Group; and provided further that the Liabilities described in this paragraph with respect to any US SpinCo Employee shall be assumed by the SpinCo Group in accordance with this Section 2.01(a) only to the extent they are based on actions, omissions, circumstances or events that occurred, or are alleged to have occurred, on or after the Pre-Spin Transition Date;

ii. the retention (or termination of engagement), including with respect to any statutory or other Liabilities (regardless of whether those Liabilities are otherwise the legal responsibility of the Parent Group or the SpinCo Group), prior to, on, or after the Pre-Spin Transition Date, of any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or any other individual in any other similar relationship to the extent the services provided by any such individual were primarily related to the SpinCo Group and such individual is identified to be transferred to the SpinCo Group in connection with the Distribution; provided that, notwithstanding anything in this Section 2.01(a) to the contrary, SpinCo shall not assume any Liabilities relating to, arising out of, or resulting from any Parent NQDCPs; provided further that the Liabilities described in this paragraph with respect to any individual described in this paragraph who is employed or otherwise engaged in the United States shall be assumed by the SpinCo Group in accordance with this Section 2.01(a) only to the extent they are based on actions, omissions, circumstances or events that occurred, or are alleged to have occurred, on or after the Pre-Spin Transition Date; and provided further that, for the avoidance of doubt, this Agreement is not intended to, and does not, address any Liabilities in respect of the services provided by consulting firms, investment advisory firms, valuation advisory firms, legal advisors or other third-party entities retained to provide advice with respect to or in connection with the Distribution;

iii. all Liabilities under any SpinCo Benefit Arrangement, regardless of whether established prior to, on or following the Pre-Spin Transition Date; and

iv. Liabilities and responsibilities expressly assumed or retained by any member of the SpinCo Group pursuant to this Agreement or the Separation Agreement.

(b) Parent Liabilities. Except as otherwise expressly provided in this Agreement or the Separation Agreement, the Parent Group hereby retains (or assumes) and agrees to pay, perform, fulfill, and discharge all Liabilities to the extent relating to, arising out of, or resulting from or with respect to:

i. the employment (or termination of employment), including with respect to any statutory or other Liabilities (except as otherwise provided in this Agreement), of each Parent Employee prior to, on, or after the Pre-Spin Transition Date, unless and until such employee becomes a SpinCo Employee on or after the Pre-Spin Transition Date (including all Liabilities with respect to any such employee to the extent relating to, arising out of, or resulting from Employment Taxes, Employee Agreements or any Parent Benefit Arrangement), subject to Section 2.01(c);

ii. the retention (or termination of engagement), including with respect to any statutory or other Liabilities, prior to, on, or after the Pre-Spin Transition Date, of any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, non-payroll worker or any other individual in any other similar relationship to the extent the services provided by any such individual were primarily related to the Parent Group; provided that, for the avoidance of doubt, this Agreement is not intended to, and does not, address any Liabilities in respect of the services provided by consulting firms, investment advisory firms, valuation advisory firms, legal advisors or other third-party entities retained to provide advice with respect to or in connection with the Distribution; and

iii. Liabilities and responsibilities expressly retained or assumed by any member of the Parent Group pursuant to this Agreement or the Separation Agreement.

(c) Benefit Plan Assets and Liabilities. Subject to Article III hereof, the Parent and each other member of the Parent Group shall assign to the SpinCo Group, and the SpinCo Group shall assume, all assets and Liabilities of the Parent Savings Plans which are associated with SpinCo Employees and the Liabilities for any bonuses to any SpinCo Employees under any Parent Annual Bonus Plan accruing after 2021, but shall not assume any assets or Liabilities of the Parent Retirement Plan, any Parent NQDCPs or any Parent Annual Bonus Plan (other than any Liabilities for any bonuses under any Parent Annual Bonus Plan accruing after 2021). All other Parent Benefit Arrangement assets and liabilities shall be retained by Parent Group.

(d) Other Liabilities. To the extent that this Agreement does not cover particular Liabilities or responsibilities that relate to, arise out of, or result from employment (or termination of employment), Employment Taxes, Employee Agreements or any Benefit Plan and the Parties later determine that they should be allocated in connection with the Distribution, such Liabilities and responsibilities shall be handled in a manner similar to the manner in which this Agreement handles comparable Liabilities and responsibilities, subject to the mutual agreement of the Parties, as evidenced by the written consent of an authorized officer of each Party.

Section 2.02 Employment with SpinCo.

(a) Employment Transfers/Offers of Employment. Except as otherwise required by applicable local Law or expressly provided herein, no later than on or immediately prior to the Pre-Spin Transition Date, Parent Group has taken all actions necessary to ensure that prior to or on the Pre-Spin Transition Date all transferring employees of the Parent Group were employed by a member of the SpinCo (i.e., the SpinCo Employees).

(b) No Severance. Except as otherwise required by applicable local Law or expressly provided herein, the Distribution and the assignment, transfer or continuation of employment of any employee of Parent Group in connection therewith (including in accordance with Section 2.02(a) hereof) shall not be deemed a separation from service or a termination of employment entitling such Employee to be eligible to participate in, or to receive payment of, severance benefits under any applicable Law, severance plan, policy, practice or arrangement of Parent Group, SpinCo Group, or any of their respective Affiliates; provided, however, that any employee of Parent Group or any of its Affiliates whose employment is not intended to be continued by Parent Group following the Pre-Spin Transition Date and is not assigned to

a member of the SpinCo Group, and whose employment is terminated prior to or as of the Pre-Spin Transition Date, shall be deemed to have incurred a separation from service and shall be eligible to receive severance and benefits pursuant to the Parent Severance Plan. In the event that an employee who would otherwise be a SpinCo employee does not accept a transfer from Parent Group to the SpinCo Group, if such employee would be entitled to severance under the Parent Severance Plan, SpinCo shall be responsible for severance payments and benefits, if any, for such employee and shall provide such payments and benefits.

(c) Compensation and Benefits. For a period of at least twelve (12) months following the Distribution Date, SpinCo shall (i) provide or shall cause to be provided to each SpinCo Employee compensation and employee benefit opportunities (exclusive of pension benefits, nonqualified deferred compensation benefits and equity compensation benefits) that are substantially comparable in the aggregate to the opportunities provided to such SpinCo Employee (or, in the case of SpinCo Employees who were not employed by the Parent Group as of immediately prior to the Pre-Spin Transition Date, to similarly situated employees of the Parent Group) immediately before the Pre-Spin Transition Date, (ii) maintain the long-term incentive compensation metrics and target payments for each SpinCo Employee (except as specified in Section 6.01(c)(ii) of this Agreement with regard to Parent Performance-Based Restricted Stock Units converted to SpinCo Performance-Based Restricted Stock Units); and (iii) provide no less favorable severance benefits to SpinCo Employees than those provided under the Parent Severance Plans. However, where employment terms and conditions providing for compensation or benefits exceeding those provided for in this subsection (c) are required by applicable local Law in order to avoid penalties or severance payments, compensation and benefits shall be provided as required by local Law.

(d) Service Credit. SpinCo shall, and shall cause each member of the SpinCo Group to, give each SpinCo Employee full credit for purposes of eligibility, vesting, determination of level of benefits, and, to the extent applicable benefit accruals and benefit subsidies under any SpinCo Benefit Arrangement for such individuals' service with any member of the Parent Group or any predecessor thereto, to the same extent such service was recognized by the applicable Parent Benefit Arrangement; provided, that, such service shall not be recognized to the extent such recognition would result in the duplication of benefits or is prohibited by local Law. In addition, and without limiting the generality of the foregoing provisions of this Section 2.02(d), (i) SpinCo shall cause each SpinCo Employee to be eligible to participate, without any additional waiting time, in any and all SpinCo Benefit Arrangements to the extent coverage under the SpinCo Benefit Arrangement is comparable to a Parent Benefit Arrangement in which the SpinCo Employee participated immediately before the Pre-Spin Transition Date (or such later date on which such individual became a SpinCo Employee) pursuant to the eligibility and waiting time provisions of such Parent Benefit Arrangement. Upon the Pre-Spin Transition Date, and from time to time thereafter as is reasonably necessary, Parent Group shall provide SpinCo with such Information as is necessary to make the proper calculations necessary to comply with the foregoing obligations.

(e) Subsequent and Delayed Transfers. Notwithstanding anything in this Agreement to the contrary, certain transfers of employment to the SpinCo Group may occur following the Pre-Spin Transition Date, either as set forth in this Agreement (including Schedule A) or pursuant to a mutual agreement between the Parties to delay the employment transfer or to otherwise effectuate the employment transfer following the Pre-Spin Transition Date, in each case in connection with the Distribution. The provisions of Section 2.01 shall apply to each employee transferred to the SpinCo Group following the Pre-Spin Transition Date in accordance with the preceding sentence (to the extent such employee does not otherwise satisfy the definition of SpinCo Employee) as if such employee were a SpinCo Employee for purposes of such section. Additionally, to the extent any such employee does not otherwise satisfy the definition of SpinCo Employee, the Parties shall cooperate in good faith and use their commercially reasonable efforts to effectuate the other requirements and principles of this Agreement with respect to such employee, subject to the other provisions of this Agreement (including Sections 8.05 and 8.10).

(f) No Acceleration of Benefits. Except as otherwise provided in this Agreement, no provision of this Agreement shall be construed to create any right, or accelerate vesting or entitlement, to any compensation or benefit whatsoever on the part of any SpinCo Employee or other former, current or future employee of the Parent Group or SpinCo Group under any Parent Benefit Arrangement.

(g) Amendment Authority. Except as otherwise provided in this Agreement, nothing in this Agreement is intended to prohibit any member of the Parent Group or SpinCo Group from amending or terminating any employee benefit plans, policies and compensation programs at any time on or after the Pre-Spin Transition Date.

(h) No Commitment to Employment or Benefits. Nothing contained in this Agreement shall be construed as a commitment or agreement on the part of any person to continue employment with the Parent Group or SpinCo Group or, except as otherwise provided in this Agreement, as a commitment on the part of the Parent Group or SpinCo Group to continue the employment, compensation or benefits of any person for any period or to provide any recall or similar rights to an individual on layoff or any type of Leave of Absence. This Agreement is solely for the benefit of the Parent Group and SpinCo Group and, except to the extent otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any rights, benefits, remedies, obligations or Liabilities under this Agreement upon any Person, including any SpinCo Employee or other current or former employee, officer, director or contractor of the Parent Group or SpinCo Group, other than the Parties and their respective successors and assigns.

Section 2.03 Establishment of SpinCo Plans and Trusts. As of the Pre-Spin Transition Date, SpinCo shall, or shall cause one of the other members of the SpinCo Group to, establish the following Benefit Arrangements for the benefit of the SpinCo Employees, with terms identical in substance to the terms of the corresponding Parent Benefit Arrangement, except as otherwise provided in this Agreement:

- SpinCo Savings Plans
- SpinCo Master Trust
- SpinCo Welfare Plans
- SpinCo Severance Plans
- SpinCo NQDCP
- SpinCo Annual Bonus Plans
- SpinCo Equity Plans

Section 2.04 Termination of Participating Company Status. Effective as of the Pre-Spin Transition Date, SpinCo shall cease to be a participating company in the Parent Benefit Plans, and, as a result, SpinCo Employees shall cease to be eligible to participate in the Parent Benefit Plans.

ARTICLE III

U.S. QUALIFIED AND NON-QUALIFIED RETIREMENT PLANS

Section 3.01 Parent Retirement Plan. The Parent Retirement Plan, and all assets and Liabilities related thereto, shall remain with the Parent Group. For purposes of vesting and the pension benefit calculation only, SpinCo Employees' employment with SpinCo shall be considered employment with the Parent Group for purposes of the Parent Retirement Plan. Not less frequently than twice per annum, SpinCo and Parent shall confer to determine whether any SpinCo Employees who are active participants in the Parent Retirement Plan have terminated employment with SpinCo.

Section 3.02 U.S. and Puerto Rico Savings Plans.

(a) Establishment of SpinCo Savings Plans. As of the Pre-Spin Transition Date, SpinCo shall, or shall have caused one or more members of the SpinCo Group to, establish or maintain defined contribution savings

plans with terms substantially similar, but maintaining the same vesting schedule, and with other terms sufficient to avoid a decrease in accrued benefits pursuant to Section 411(d)(6) of the Code and a related trust or trusts, to the Parent Savings Plans and the Parent Master Trust intended to satisfy the requirements of Sections 401(a) and 401(k) of the Code (such defined contribution savings plan or plans, the "SpinCo Savings Plans"). SpinCo shall be responsible for taking all necessary, reasonable, and appropriate action to establish, maintain and administer the SpinCo Savings Plans so that they are qualified under Section 401(a) of the Code, that they satisfy the requirements of Section 401(k) of the Code and that the related trust or trusts thereunder (the "SpinCo Master Trust") are exempt under Section 501(a) of the Code, and as soon as reasonably practicable following the Pre-Spin Transition Date SpinCo shall take all steps reasonably necessary to obtain favorable determinations from the IRS and La Hacienda (as appropriate) as to such initial qualification if an opinion letter is not then applicable to the SpinCo Savings Plans. SpinCo shall be responsible for any and all Liabilities (including Liability for funding) and other obligations with respect to the SpinCo Savings Plans.

(b) Contributions under the Parent Savings Plans as of the Pre-Spin Transition Date. All contributions accrued by SpinCo Employees under the Parent Savings Plans with respect to all employer contributions, including employee deferrals, matching contributions (including any true-up contributions, if applicable), profit-sharing contributions, employer non-elective contributions, and employer contributions for SpinCo Employees accrued for service provided by SpinCo Employees before the Pre-Spin Transition Date, determined in accordance with the terms and provisions of the Parent Savings Plans, ERISA and the Code, and based on all service performed and compensation accrued prior to the Pre-Spin Transition Date, shall be deposited by the Parent Group to the Parent Savings Plans as soon as administratively feasible following the Pre-Spin Transition Date. Any corrective contributions required to be made to the SpinCo Savings Plans shall be the responsibility of SpinCo.

(c) Trustee-to-Trustee Transfer. As soon as practicable following the Pre-Spin Transition Date, Parent Group shall cause any and all assets and Liabilities of the accounts of SpinCo Employees under the Parent Savings Plans, and the value of the assets attributable to such accounts, to be transferred to the SpinCo Savings Plans in a "transfer of assets or Liabilities" in accordance with Section 414(1) of the Code. The assets and Liabilities to be transferred shall include (i) the allocable portion (in proportion to the aggregate account balances transferred to the SpinCo Savings Plans) of the forfeiture account held in the Parent Saving Plans as of the Pre-Spin Transition Date (net of any estimated unpaid plan expenses for the most recently completed plan year), and (ii) promissory notes evidencing plan loans. SpinCo shall cause the administrators of, and the trustees of the trust or trusts established under the SpinCo Savings Plans (including the SpinCo Master Trust) to accept such transfer, with such transfer to be administered in accordance with applicable Law (including Sections 411(d)(6) and 414(1) of the Internal Revenue Code of 1986). After the transfer has occurred, if on further review it is determined and agreed upon by the Parties that an incorrect amount of assets was transferred, there shall be a corresponding adjustment to correct any such mistake.

(d) Outstanding Loans under the Parent Savings Plans. From the Pre-Spin Transition Date and until the date of the trustee-to-trustee transfer of their account balances, the SpinCo Employees who have outstanding loans originally made from the Parent Savings Plans shall be permitted to continue to repay such loans during their employment with SpinCo Group.

(e) [Reserved]

(f) Subsequent SpinCo Employees. The Parties further agree that, if any individual becomes a SpinCo Employee following the Pre-Spin Transition Date, in accordance with the proviso included in the definition of "SpinCo Employee", as a result of such individual returning to active service after a period of leave (the date of such return, the "Return Date", and such individual, a "Subsequent SpinCo Employee"), the foregoing provisions of Sections 3.02(b) through 3.02(e) shall apply to such Subsequent SpinCo Employee, provided that, for purposes of such Subsequent SpinCo Employee, all references to "Pre-Spin Transition Date" therein shall mean a date, as soon as practicable following

the Subsequent SpinCo Employee's Return Date, by which the Parent Group is able to fulfill all of its obligations under such Sections 3.02(b) through 3.02(e) with respect to such Subsequent SpinCo Employee.

Section 3.03 NQDCPs.

(a) Establishment of Plan. Effective as of the Pre-Spin Transition Date, SpinCo shall establish or maintain the SpinCo NQDCP as set forth in Section 2.03 hereof.

(b) Distribution Not a Distributable Event. The Parties acknowledge that, except as may be otherwise expressly provided under the terms of any Parent NQDCP or required under "Section 409A" (as defined below), neither the Distribution nor any transfers of employment incident thereto shall result in a distributable event for any SpinCo Employee or other SpinCo individual service provider under any Parent NQDCP.

(c) Information Exchange. Following the Pre-Spin Transition Date and until all SpinCo Employees and other SpinCo individual service providers have commenced distributions of their benefits under the Parent NQDCPs, SpinCo agrees to notify the Parent in writing within thirty (30) business days after any SpinCo Employee or other SpinCo individual service provider with a vested balance under any Parent NQDCP experiences a separation from service with the SpinCo Group, in order to help facilitate the Parent's administration of the SpinCo Employees' and other SpinCo individual service providers' Parent NQDCP benefits.

ARTICLE IV

INTERNATIONAL EMPLOYEES

Section 4.01 Schedule A. The general provisions and principles in this Article IV and the other terms and conditions of this Agreement are subject to the overriding terms and conditions of Schedule A, which will prevail to the extent of any conflict with this Agreement.

Section 4.02 Benefit Plans. Except as set forth on Schedule A, as of the Pre-Spin Transition Date, SpinCo shall, or shall cause one of its Affiliates to, establish international Benefit Arrangements that are substantially comparable in the aggregate to those Benefit Arrangements provided by Parent Group to International Employees immediately prior to the Pre-Spin Transition Date (the "International Benefit Arrangements"). SpinCo International Employees shall (A) be eligible to participate in the International Benefit Arrangements sponsored or maintained by SpinCo to the extent they were eligible to participate in the corresponding International Benefit Arrangements sponsored or maintained by the Parent prior to the Pre-Spin Transition Date, and (B) receive credit for vesting, eligibility and benefit service to the same extent recognized by Parent Group as of immediately prior to the Pre-Spin Transition Date for all service credited for those purposes under the corresponding International Benefit Arrangements sponsored by the Parent as if that service had been rendered to SpinCo.

Section 4.03 Cooperation/Works Councils. The Parties shall provide reasonable post-Distribution cooperation and assistance to each other with respect to the matters contemplated below by this Section 4.03. SpinCo shall, and shall cause its Subsidiaries to, render full reasonable cooperation to Parent Group in providing in due time all complete and accurate information required by Law or reasonably requested by employees, works councils, labor unions, employee representatives or any other persons or entities (including any information reasonably requested by Parent in connection with any employee-related litigation to which Parent or any Subsidiary is a party) with respect to Parent Group, their operations, their employees, their employee benefits arrangements, the creation of SpinCo, the Contribution, the Distribution, the Distribution Date, the Pre-Spin Transition Date and transfer of employment, the reasons for the transfer of employment, the legal, economic and social consequences of the transaction for the SpinCo Employees and the measures taken by SpinCo and its Subsidiaries in relation therewith. In addition, SpinCo shall, and shall cause its Subsidiaries to, provide Parent and its Subsidiaries with any other information that may be required

to respond to any reasonable questions posed by employees, works councils, labor unions, employee representatives or any other persons or entities with respect to the Distribution and to attend, at Parent Group's formal request, any meeting with such employees, works councils, labor unions, employee representatives or other persons or entities where necessary or legally required. SpinCo shall render full reasonable cooperation to Parent Group, and Parent Group shall render full reasonable cooperation to SpinCo, in each case providing in due time all information within its knowledge and engaging in any consultations, required by Law or reasonably requested by employees, works councils and/or unions and/or employee representatives that are required or initiated to accomplish the transfer of any SpinCo Employees to SpinCo as contemplated by this Agreement. SpinCo shall bear all expenses and costs of any compensation resulting from negotiations with works councils, unions and/or employee representatives, including expenses relating to any adjustments or additions to the terms and conditions of employment of any SpinCo Employees that result from such negotiations and which are approved by Parent; provided, however that Parent shall bear its own costs associated with these negotiations (e.g. travel time and expenses to participate in the negotiations). The Parties understand that the provisions of this Agreement may need to be subsequently modified in connection with the consultations and similar processes described in this paragraph and agree to negotiate any such subsequent modifications in good faith and in keeping with the Parties' original intent behind the Agreement.

Section 4.04 Special Provisions. Notwithstanding any other provision in this Agreement to the contrary (including, but not limited to Section 6.01(a)(iv) of this Agreement), Parent's Vice President of Total Rewards and SpinCo's Chief Human Resources Officer, shall have the discretion, power, and authority to adopt and implement special provisions, rules, or procedures applicable to (i) the equitable adjustments in the case of an International Employee who has outstanding equity awards granted under the Parent Equity Plan or any incentive plan of Parent, where such grantee's circumstances warrant a different treatment to the extent that such persons deem such different treatment to be equitable, necessary, or advisable, based on the advice of counsel; (ii) the good faith determination of the employer or former employer, as applicable, of each International Employee; (iii) errors in the timing of employment transfers of International Employees, (iv) issues pertaining to immigration law requirements, and (v) any other decisions regarding the employment, compensation, and benefit arrangements of one or more International Employees as are deemed equitable, necessary or advisable that are not otherwise contemplated by this Agreement (including Schedule A).

ARTICLE V

U.S. WELFARE AND FRINGE BENEFIT PLANS

Section 5.01 Health and Welfare Plans. This Section 5.01 shall apply only to US SpinCo Employees.

(a) Eligibility. Effective on the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date), all SpinCo Employees shall cease to be eligible to participate in the Parent Welfare Plans. Effective as of the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date), SpinCo Employees shall be eligible to participate in health and welfare plans for the benefit of SpinCo Employees that mirror the Parent Welfare Plans (collectively, the "SpinCo Welfare Plans").

(b) Waiver of Conditions. SpinCo (acting directly or through its Affiliates) shall cause the SpinCo Welfare Plans to (i) waive all limitations as to preexisting conditions, exclusions and service conditions with respect to participation and coverage requirements applicable to any US SpinCo Employee, other than limitations that were in effect with respect to the US SpinCo Employee under the Parent Welfare Plans as of the Pre-Spin Transition Date, and (ii) provide recognition for service with Parent Group for any waiting period limitation or evidence of insurability requirement applicable to a SpinCo Group Employee; provided, that, service shall not be recognized to the extent such recognition would result in the duplication of benefits. Such waivers described in clauses (i) and (ii) of the foregoing sentence, with respect to the SpinCo Welfare Plans, shall apply to initial enrollment effective following the Pre-Spin Transition Date. Any pre-existing condition limitations, exclusions, and services conditions that remain applicable under the SpinCo Welfare Plans pursuant to clause (i) shall apply only to the extent allowable under HIPAA.

(c) Allocation of Health and Welfare Assets and Liabilities.

i. General Principles. SpinCo shall be responsible with regard to claims by any SpinCo Employees under any medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment insurance, survivor income, business travel, employee assistance, wellness, long-term disability, short-term disability, supplemental short-term disability, tuition reimbursement, flexible spending and healthcare savings accounts, and adoption assistance plans or programs incurred on or after the Pre-Spin Transition Date. For purposes of the foregoing, the following claims and Liabilities shall be deemed to be "incurred" as follows: (v) survivor income, disability, life, accidental death and dismemberment and business travel accident insurance benefits, upon the death, illness, injury, disability or accident giving rise to such benefits, (w) hospital-provided health, dental, prescription drug or other benefits, which become payable with respect to any hospital confinement, upon commencement of such confinement, (x) any other medical, prescription drug, dental, vision, flexible spending and health care savings accounts, employee assistance, and wellness, when the services are rendered, the supplies are provided or medication is acquired by the participant, and not when the condition arose, (y) tuition reimbursement, when the applicable course is completed, and (z) adoption assistance, when the adoption is final (per court order). The Parties agree that in no event may a SpinCo Employee receive benefits under any plan or program that results in a duplication of benefits.

ii. Severance Plans. Except as otherwise specified in Schedule A, SpinCo shall be responsible with regard to claims for severance by any SpinCo Employees which terminate employment on or after the Pre-Spin Transition Date, with any claims paid under the SpinCo Severance Plans.

iii. COBRA and HIPAA Compliance. Parent Group shall continue to be responsible for compliance with the health care continuation requirements of COBRA (including the requirements under the American Recovery and Reinvestment Act), the certificate of creditable coverage requirements of HIPAA, and the corresponding provisions of the Parent Welfare Plans with respect to any SpinCo Employees and any former employees of the Spin-Off Businesses located in the US who incur a qualifying event under COBRA on or before the Pre-Spin Transition Date. SpinCo shall assume responsibility for compliance with the health care continuation requirements of COBRA, the certificate of creditable coverage requirements of HIPAA, and the corresponding provisions of the SpinCo Welfare Plans, with respect to any SpinCo Employees who incur a qualifying event or loss of coverage under the SpinCo Welfare Plans after the Pre-Spin Transition Date. Parent Group and SpinCo Group agree that the consummation of the transactions contemplated by the Separation Agreement shall not constitute a COBRA qualifying event for any purpose of COBRA.

iv. Disability Benefits/Leave of Absence. For any Parent Employee who would be a SpinCo Employee but who has incurred a disability (within the meaning of the applicable provisions of the Parent Welfare Plans providing long-term disability benefits) on or before the Pre-Spin Transition Date, to the extent such disability has been approved by the administrator of the Parent Welfare Plans, such Parent Employee will continue to be covered under the Parent Welfare Plans, with respect to such disability (but not with respect to any reoccurrence of such a disability after such individual returns to active service with the SpinCo Group on or following the Pre-Spin Transition Date); for any Parent Employee who would be a SpinCo Employee but for being on short-term disability leave or any other Leave of Absence at the Pre-Spin Transition Date, such employee shall remain a Parent Employee. A Parent Employee who would be a SpinCo Employee but for receiving disability benefits or being on a Leave of Absence as of the Pre-Spin Transition Date shall automatically become a SpinCo Employee only if and when such employee returns to active service. Any right to reemployment for any individuals who were

employed in the Spin-Off Businesses prior to the Pre-Spin Transition Date and who were on disability or Leave of Absence as of immediately prior to the Pre-Spin Transition Date shall be the obligation of the SpinCo Group and not of the Parent Group.

v. Time-Off Benefits. As of the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date), each US SpinCo Employee shall be subject to SpinCo's vacation, paid time off, and other time-off policies (including, for the avoidance of doubt, any policies governing leaves of absence); provided, however, that SpinCo shall provide US SpinCo Employees with credit for employment service with Parent Group or any member of the Parent Group for purposes of determining each US SpinCo Employee's eligibility for and future accruals of vacation days under SpinCo's vacation policy; provided that such service shall not be recognized to the extent such recognition would result in the duplication of benefits under any such policies. To the extent required by applicable Law, SpinCo shall credit (or continue to credit) each US SpinCo Employee with the amount of accrued but unused vacation time, paid time off, and other time-off benefits (including, for the avoidance of doubt, leave of absence benefits) as such US SpinCo Employee had with the Parent Group or the SpinCo Group as of immediately before the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date).

vi. Tuition Reimbursement Benefits. To the extent that tuition liabilities that are a Liability of Parent Group (under clause (c)(i), above) are paid by SpinCo Group, Parent Group will reimburse SpinCo Group upon the timely request of SpinCo Group for such reimbursement.

Section 5.02 Unemployment Compensation. Prior to the Pre-Spin Transition Date, members of the Parent Group shall be responsible for making any required state unemployment contributions with respect to US SpinCo Employees or former US SpinCo Employees. If applicable, the Parties agree that the SpinCo Group will apply to dissolve any joint unemployment accounts covering US SpinCo Employees maintained with the Parent Group, effective on December 31, 2021, and SpinCo Group shall establish new accounts covering US SpinCo Employees as necessary to comply with such obligations for periods beginning on the Pre-Spin Transition Date.

Section 5.03 Workers' Compensation. The Parent Group shall be solely responsible for all workers' compensation claims of US SpinCo Employees and former US SpinCo Employees with respect to Workers' Compensation Events occurring before the Pre-Spin Transition Date. The SpinCo Group shall be solely responsible for workers' compensation claims of US SpinCo Employees and former US SpinCo Employees with respect to Workers' Compensation Events occurring on or after the Pre-Spin Transition Date, except for claims that are defined by individual state workers' compensation boards as "cumulative trauma" claims which shall be treated according to applicable law.

ARTICLE VI

EQUITY, INCENTIVE AND DIRECTOR AND EXECUTIVE COMPENSATION PROGRAMS

Section 6.01 Equity Incentive Programs.

(a) General Principles.

i. Parent Group and SpinCo Group shall take any and all reasonable actions as shall be necessary and appropriate to further the provisions of this Article VI, including, to the extent practicable, providing written notice or similar communication to each employee or other individual who holds one or more awards granted under the Parent Equity Plans informing such employee of (i) the actions contemplated by this Article VI with respect to such awards and (ii) whether (and during what time period) any "blackout" period shall be imposed upon holders of awards granted under the Parent Equity Plan during which time awards may not be exercised or settled, as the case may be.

ii. From and after the Distribution, a grantee who has outstanding awards under the Parent Equity Plan shall be considered to have been employed by SpinCo Group to the same extent as considered employed by Parent Group before and after the Distribution for purposes of vesting.

iii. No award described in this Article VI, whether outstanding or to be issued, adjusted, substituted, assumed, converted or cancelled by reason of or in connection with the Distribution, shall be issued, adjusted, substituted, assumed, converted or cancelled until in the judgment of the administrator of the applicable plan or program such action is consistent with all applicable Laws, including federal securities Laws. Any period of exercisability will not be extended on account of a period during which such an award is not exercisable pursuant to the preceding sentence.

iv. SpinCo International Employees shall be subject to this Article VI to the same extent as US SpinCo Employees.

(b) Establishment of SpinCo Equity Plan. On or prior to the Distribution Date, SpinCo shall establish equity award plans for the benefit of eligible SpinCo Employees that are substantially similar to the Parent Equity Plans (the "SpinCo Equity Plans").

(c) Options, Performance Restricted Stock Units and Restricted Stock Units.

i. Options. Each Parent Option shall, as of the Distribution Date automatically and without any action on the part of the holder thereof, be converted into a SpinCo Option in accordance with the succeeding paragraphs of this Section 6.01(c)(i). The number of shares subject to the SpinCo Option shall be equal to the number of shares of Parent Group common stock subject to the Parent Option multiplied by the Equity Exchange Ratio, with the resulting number of shares subject to the SpinCo Option being rounded down to the nearest whole share. The per share exercise price of the SpinCo Option shall be equal to the per share exercise price of the Parent Option immediately prior to the Distribution Date divided by the Equity Exchange Ratio, which amount shall be rounded up to the nearest whole cent. Except as otherwise provided herein, the terms and conditions applicable to the SpinCo Options shall be substantially identical to the terms and conditions applicable to the corresponding Parent Option, including the terms and conditions relating to vesting and the post-termination exercise period (as set forth in the applicable plan, award agreement or in the option holder's then applicable employment agreement with Parent Group, which terms shall remain in effect even after the expiration or termination of such employment agreement). Notwithstanding anything in this Section 6.01(c)(i) to the contrary, the number of shares subject to the converted SpinCo Option and the per share exercise price of the converted SpinCo Option may be adjusted to provide that the aggregate in-the-money value of the SpinCo Option immediately following the Distribution Date is equal to the aggregate in-the-money value of the corresponding Parent Option immediately prior to the Distribution Date to the extent such adjustments comply with Section 409A of the Code. To the extent that 421(a) of the Code applies to any Parent Option, or a Parent Option is structured to avoid the application of Section 409A of the Code, the adjustments described in this Section 6.01(c)(i) will be subject to such modifications, as any, as are required to cause the adjustment contemplated by this Section 6.01(c)(i) to be made in a manner consistent with Section 409A or 421(a) of the Code, as applicable.

ii. Performance Restricted Stock Unit Awards. Each Parent Performance Restricted Stock Unit ("PRSU") shall, as of the Distribution Date automatically and without any action on

the part of the holder thereof, be converted into a number of SpinCo PRSUs equal to the number of units of Parent PRSUs multiplied by the Equity Exchange Ratio, with the resulting number of units being rounded up to the nearest whole unit. The performance-vesting conditions of each SpinCo PRSU shall be deemed to have been met at the following levels:

(A) With regard to the portion of the Performance Period (as defined in the PRSU award agreements) completed as of the Distribution Date:

1. PRSUs granted for the performance period of 2020 to 2022 shall be deemed to have met 50% of their performance targets at the end of the Restriction Period (as defined in the PRSU award agreements); and

2. PRSUs granted for the performance period of 2021 to 2023 shall be deemed to have met 82.5% of their performance targets at the end of the Restriction Period.

(B) With regard to the portion of the performance period occurring after the Distribution Date, PRSUs shall be deemed to have met 100% of their performance targets at the end of the Restriction Period.

For avoidance of doubt, SpinCo PRSUs will not vest until the end of the appliable Restriction Periods. Following the Distribution Date, the SpinCo PRSUs shall remain subject to the same terms and conditions as applicable to the corresponding Parent PRSUs prior to the Distribution Date, except with regard to the performance criteria and vesting dates.

iii. Restricted Stock Unit Awards. Each Parent Restricted Stock Unit shall, as of the Distribution Date automatically and without any action on the part of the holder thereof, be converted into a number of SpinCo Restricted Stock Units equal to the number of units of Parent Restricted Stock Units multiplied by the Equity Exchange Ratio, with the resulting number of units being rounded up to the nearest whole unit, subject to restrictions and other terms and conditions terms and conditions substantially identical to those that applied to the Parent Restricted Stock Units immediately before the Pre-Spin Transition Date.

(d) Employee Stock Purchase Plan. SpinCo will not be required to establish an employee stock purchase plan. Employees of SpinCo shall not be eligible to participate in any Offering Period of the Parent ESPP beginning on or after the Pre-Spin Transition Date. All payroll deductions under the Parent ESPP shall cease following the last payroll payment date prior to the Pre-Spin Transition Date. If an option period would be in progress on the Pre-Spin Transition Date, it shall be shortened so that the exercise shall occur by the day prior to the Pre-Spin Transition Date.

(e) Registration and Other Regulatory Requirements. As soon as practicable following the Distribution Date, SpinCo shall prepare and file with the SEC a registration statement on Form S-8 (or another appropriate form) registering shares of SpinCo common stock subject to issuance upon the exercise of the SpinCo Options issuable in accordance with the provisions of this Article VI. Parent Group shall cooperate with and assist SpinCo in the preparation of such registration statement. SpinCo shall keep such registration statement effective (and maintain the current status of the prospectus required thereby) for so long as any SpinCo Options in respect of SpinCo common stock remain outstanding.

(f) Section 16. By approving the adoption of this Agreement, the respective boards of directors of each of Parent Group and SpinCo intend to exempt from the short swing profit recovery provisions of Section 16(b) of the Securities Exchange Act of 1934, by reason of the application of Rule 16b 3 thereunder, all acquisitions and dispositions of equity incentive awards by non-employee directors and officers of each of Parent Group and SpinCo.

(g) Liabilities for Settlement of Awards. From and after the Distribution Date SpinCo shall be responsible for all Liabilities associated with SpinCo Equity Awards, including any option exercise, share delivery, registration or other obligations related to the exercise, vesting or settlement of the SpinCo Equity Awards.

(h) Tax Reporting and Withholding for Equity Based Awards. SpinCo will be responsible for all income, payroll, or other tax reporting related to income of SpinCo Employees and non-employee directors from SpinCo Equity Awards. Further, a member of the SpinCo Group shall be responsible for remitting applicable Tax withholdings for SpinCo Employees to each applicable taxing authority.

(i) Savings Clause. The Parties hereby acknowledge that the provisions of this Article VI are intended to achieve certain Tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

Section 6.02 Annual Bonus Plans. Effective as of the Pre-Spin Transition Date, SpinCo shall establish or maintain the SpinCo Annual Bonus Plans as set forth in Section 2.03 hereof. Parent Group shall pay each SpinCo Employee such employee's earned and accrued annual bonus for 2021 according to the terms of the Parent Group's applicable Annual Bonus Plans, but shall not be responsible for (and SpinCo shall assume all Liabilities for) any bonuses to any SpinCo Employees under any Parent Annual Bonus Plan accruing after 2021.

ARTICLE VII

DEDUCTIONS

Section 7.01 Deductions.

(a) Garnishments, Tax Levies, Child Support Orders, and Wage Assignments. With respect to any SpinCo Employees with garnishments, tax levies, child support orders, or wage assignments in effect immediately prior to the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date), a member of the SpinCo Group shall, to the extent permitted by applicable Law, honor such payroll deduction authorizations and shall continue to make payroll deductions and payments to the authorized payee, as specified by the court or governmental order which was filed prior to the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date).

(b) Authorizations for Payroll Deductions. Unless otherwise prohibited by this Agreement, a Benefit Plan document, or applicable Law, with respect to SpinCo Employees with authorizations for payroll deductions and direct deposits in effect immediately prior to the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date), a member of the SpinCo Group shall honor such payroll deduction authorizations and shall not require that such SpinCo Employee submit a new authorization to the extent that the type of deduction does not differ from that made prior to the Pre-Spin Transition Date (or, for any Subsequent SpinCo Employee, such employee's Return Date). Such deduction types include, without limitation, contributions to any Benefit Plan and direct deposit of payroll, employee relocation loans, and other types of authorized company receivables usually collectible through payroll deductions.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Access to Records and Information. Each Party shall provide access upon reasonable request (to the extent permissible under applicable privacy/data protection Laws) to the other Party to any and all employment records, all Form I-9s and other Information with respect to the SpinCo Employees and any other employees of SpinCo described in Section 2.02(e) that are in the possession of such Party or any of its Affiliates.

Section 8.02 Cooperation. After the Distribution Date, each Party shall upon reasonable request provide the other Party and the other Party's respective Affiliates, agents and vendors all Information reasonably necessary to the other Party's performance of its obligations hereunder. The Parties agree to use their respective best efforts and to cooperate with each other in order to carry out their obligations hereunder and to effectuate the terms of this Agreement. Each Party shall use commercially reasonable efforts to cooperate and work together to unify, consolidate and share (to the extent permissible under applicable privacy/data protection Laws) all relevant documents, resolutions, government filings, data, payroll, employment and benefit plan information on regular timetables and cooperate as needed with respect to (i) any claims under or audit of or litigation with respect to any employee benefit plan, policy or arrangement contemplated by this Agreement, (ii) efforts to seek a determination letter, private letter ruling or advisory opinion from the IRS or U.S. Department of Labor on behalf of any employee benefit plan, policy or arrangement contemplated by this Agreement, (iii) any filings that are required to be made or supplemented to the IRS, U.S. Pension Benefit Guaranty Corporation, U.S. Department of Labor or any other Governmental Authority, and (iv) any audits by a Governmental Authority or corrective actions, relating to any benefit plan, labor or payroll practices; provided, however, that requests for cooperation must be reasonable and not interfere with daily business operations. For the avoidance of doubt, the Parties' duties and obligations under this paragraph shall be in addition to, and not in lieu of, the Parties' duties and obligations under Section 4.03 above.

Section 8.03 Asset Recoupment. To the extent the Parent Group holds any repayment "claw-back" or recoupment rights with respect to remuneration paid or provided to SpinCo Employees (e.g., the right to require repayment of compensation upon a termination of employment) in connection with any loan or advance to a SpinCo Employee, such rights are retained by Parent Group. To the extent allocable by applicable law, SpinCo shall recoup such payments from final pay of a terminating SpinCo Employee, and to the extent not recouped, SpinCo shall notify Parent of any terminations of employment, for SpinCo Employees who are subject to repayment rights, within 30 days of such termination.

Section 8.04 No Third-Party Beneficiaries. This Agreement will not create any third-party beneficiary rights, nor will it be enforceable by any Employee, any person representing the interest of Employees, or any spouse, dependent or beneficiary of any Employee, nor will anything herein be or be deemed an amendment to any Benefit Plan. This Agreement is solely an agreement between and for the benefit of the Parties to this Agreement and will be enforceable by them. No term of this Agreement will be deemed to create any contract with any Employee or to give any Employee the right to be retained in the employment of the Parent Group or SpinCo, or to interfere with the Parent Group's or SpinCo's right to terminate the employment of any employee at any time.

Section 8.05 Compliance. The agreements and covenants of the Parties hereunder shall at all times be subject to the requirements and limitations of applicable Law (including, for purposes of Article IV, local rules and customs relating to the treatment of pension plans) and collective bargaining, works council, or other similar agreements. Where an agreement or covenant of a Party hereunder cannot be effected in compliance with applicable Law or an applicable collective bargaining, works council, or other similar agreement, the Parties agree to negotiate in good faith to modify such agreement or covenant to the least extent possible in keeping with the original agreement or covenant in order to comply with applicable Law or such applicable collective bargaining agreement. Each provision of this Agreement is subject to and qualified by this Section 8.05, whether or not such provision expressly states that it is subject to or limited by applicable Law or by applicable collective bargaining, works council, or other similar agreements. Each reference to the Code, ERISA or the Securities Act or any other Law shall be deemed to include the rules, regulations and guidance issued thereunder.

Section 8.06 Preservation of Rights. Unless expressly provided otherwise in this Agreement, nothing herein shall be construed as a limitation on the right of Parent or SpinCo to (a) amend, modify or terminate any Benefit Plan or (b) terminate the employment of any Employee.

Section 8.07 Reimbursement. The Parties acknowledge that the Parent, on the one hand, and SpinCo, on the other hand, may incur costs and expenses (including, without limitation, contributions to Benefit Plans and the payment of insurance premiums) which are, as set forth in this Agreement, the responsibility of the other Party. Accordingly, the

Parties agree to reimburse each other for Liabilities and obligations for which such Party is responsible, and shall provide such reimbursement reasonably promptly and in accordance with the terms of any agreement between the Parties or their Affiliates expressly addressing such matters.

Section 8.08 Section 409A. It is the intent of the Parties that this Agreement and all arrangements referenced herein either be exempt from, or comply with, Section 409A of the Code ("Section 409A"), and, to the maximum extent possible, each provision of this Agreement that pertains to any amount that constitutes "deferred compensation" for purposes of Section 409A shall be interpreted and construed in accordance therewith.

Section 8.09 Limitation on Enforcement. This Agreement is an agreement solely between the Parties. Nothing in this Agreement, whether express or implied, shall be construed to: (a) confer upon any current or former Employee of the Parent or SpinCo, or any other person any rights or remedies, including, but not limited to any right to (i) employment or recall; (ii) continued employment or continued service for any specified period; or (iii) claim any particular compensation, benefit or aggregation of benefits, of any kind or nature; or (b) create, modify, or amend any Benefit Plan.

Section 8.10 Further Assurances and Consents. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties hereto shall use commercially reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as the other party may reasonably request to effectuate the purposes of this Agreement and carry out the terms hereof; (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using commercially reasonable efforts to obtain any consents and approvals and to make any filings and applications necessary or desirable to consummate the transactions contemplated by this Agreement; provided that no Party shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom those consents, approvals and amendments are required, or to take any action or omit to take any action described in this paragraph if the taking of action or the omission to take action would be unreasonably commercially burdensome to the Party or the business thereof, in which case the Parties agree to negotiate in good faith to modify the provision of this Agreement that requires such action or omission to the least extent possible, in keeping with the Parties' original intent behind such provision, to remove such unreasonable commercial burden.

Section 8.11 Third Party Consent. If the obligation of any Party under this Agreement depends on the consent of a third party, such as a vendor or insurance company, and that consent is withheld, the Parties shall use commercially reasonable efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of a third party to consent, the Parties shall negotiate in good faith to implement the provision in a mutually satisfactory manner, taking into account the original purposes of the provision in light of the Distribution and communications to affected individuals.

Section 8.12 Effect if Distribution Does Not Occur. If the Distribution does not occur, then all actions and events that are to be taken under this Agreement, or otherwise in connection with the Distribution, shall not be taken or occur, except to the extent specifically provided by Parent, and any actions already taken shall be revoked and unwound.

Section 8.13 Disputes. The Parties agree to use commercially reasonable efforts to resolve in an amicable manner any and all controversies, disputes and claims between them arising out of or related in any way to this Agreement. The Parties agree that any controversy, dispute or claim (whether arising in contract, tort or otherwise) arising out of or related in any way to this Agreement that cannot be amicably resolved informally will be resolved pursuant to the dispute resolution procedures set forth in Article VII of the Separation Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Agreement to be signed by their authorized representatives on or as of the day of , 2022.

PARENT

By: _____

Title:

SPINCO

By: _____

Title:

[Signature Page to Employee Matters Agreement]

Exhibit 10.3

FORM OF

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "Agreement") is entered into as of [●], 2022 (the "Effective Date"), by and between Zimmer Biomet Holdings, Inc., a corporation organized under the laws of the State of Delaware ("Parent"), and ZimVie Inc., a corporation organized under the laws of the State of Delaware ("SpinCo"). Parent and SpinCo are each referred to in this Agreement as a "Party," and together as the "Parties."

Recitals

WHEREAS, concurrently with the execution of this Agreement, Parent and SpinCo are entering into a Separation and Distribution Agreement (the "Separation Agreement"), pursuant to which, among other things, Parent will transfer the SpinCo Business to SpinCo;

WHEREAS, Parent, directly and indirectly through certain of its Affiliates, currently provides certain support services to the SpinCo Business, and SpinCo and Parent desire that Parent continue to provide, or cause to be provided, certain of such services to SpinCo and its Affiliates for a transitional period, on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, SpinCo and certain of its Affiliates currently provide certain support services to Parent and certain of its Affiliates, and Parent wishes SpinCo to continue to provide certain of such services to Parent and its Affiliates, and SpinCo wishes to provide such services or cause such services to be provided, all as more fully set forth herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PERFORMANCE OF SERVICES

Section 1.1 Services.

(a) Subject to the terms and conditions of this Agreement, each Person designated as a "Provider" (each, a "Provider") in a Service Schedule attached as Annex A and Annex B to this Agreement (each, a "Service Schedule") shall perform or cause to be performed the services set forth in such Service Schedule (the "Services") for each Person designated as a "Recipient" (each, a "Recipient") in such Service Schedule during the "Service Period" specified in such Service Schedule (each, a "Service Period"). The Parties acknowledge and agree that their respective Affiliates may be Providers and/or Recipients under this Agreement, and the Parties shall cause their respective Affiliates to comply with their respective obligations under this Agreement, and each Party shall be ultimately responsible for ensuring such compliance with respect to its Affiliates. For purposes of this Agreement, Services to be performed by Parent or its Affiliates in any Service Schedule (a "Parent-Provider Service Schedule") shall be referred to as "Parent-Provider Services," and Services to be performed by SpinCo or its Affiliates in any Service Schedule (a "SpinCo-Provider Service Schedule") shall be referred to as "SpinCo-Provider Services". The Parent-Provider Service Schedules are attached as Annex A to this Agreement, and the SpinCo-Provider Service Schedules are attached as Annex B to this Agreement.

(b) In the event that the Parties mutually agree in writing to (i)(A) the provision by Parent to SpinCo of services that are not then included in the Parent-Provider Services (each, a "New Parent-Provider Service") or (B) a modification of a Parent-Provider Service Schedule, or (ii)(A) the provision by SpinCo to Parent of services that are not then included in the SpinCo-Provider Services (each, a "New SpinCo-Provider Service" and, together with the New SpinCo-Provider Services, the "New Services") or (B) a modification of a SpinCo-Provider Service Schedule, then the Parties shall add or amend a Service Schedule to reflect such New Service or modified Service, as applicable, including the Service Fee applicable to any such New Service or modified Service Schedule, if any, agreed upon by the Parties. Each new or amended Service Schedule shall be deemed part of this Agreement as of the date of final agreement between the Parties with respect thereto, in each case subject to the terms and conditions of this Agreement. Except as otherwise provided in any Service Schedule, no Service Period may extend beyond the two-year anniversary of the Distribution Date, except that any Service Period may be extended up to the third anniversary of the Distribution Date in accordance with the terms hereof or of any Service Schedule.

(c) Each Service Schedule is hereby incorporated into and shall form a part of this Agreement; provided, however, that the terms contained in such Service Schedule shall only apply with respect to the Services provided under that Service Schedule. In the event of a conflict between the terms contained in an individual Service Schedule and the terms in the body of this Agreement, the terms in the Service Schedule shall take precedence with respect to the Services under such Service Schedule only. No terms contained in any individual Service Schedule shall otherwise modify the terms of this Agreement.

Section 1.2 Service Periods. Subject to earlier termination pursuant to Section 5.3, a Provider's obligation to perform the Services set forth in any Service Schedule shall terminate on the last day of the "Service Period" specified in such Service Schedule.

Section 1.3 Subcontracting. Each Provider of Services shall have the right to subcontract such Services to one or more third parties; provided, however, that (a) consent of the Recipient shall not be required to the extent the same third parties provided the same Services prior to the Effective Date; (b) to the extent the Services were not provided by such third party prior to the Effective Date, the subcontracting Provider shall provide at least 15 days' advance written notice to the Recipient prior to engaging such subcontractor for such Services; (c) the subcontracting Provider shall execute the necessary contracts, and the appropriate provisions, required under applicable Laws; (d) the subcontracting Provider shall use reasonable care and prudence in the selection and monitoring of any such subcontractor; (e) the subcontracting Provider shall remain primarily responsible for ensuring that such Services are provided and that any such subcontractor performs its obligations in accordance with the terms of this Agreement; and (f) notwithstanding anything to the contrary in Article II, if the subcontracting Provider provided a Service directly (and not through a subcontractor) during the Service Baseline Period, then the subcontracting Provider shall bear any incremental cost of providing such Service to the Recipient through such subcontractor above the cost (including applicable Service Fees and Reimbursable Costs) of the subcontracting Provider directly providing such Service.

Section 1.4 Cooperation. Each Recipient of Services shall (a) perform any obligations or activities assigned to such Recipient in this Agreement, including in the applicable Service Schedule(s); (b) promptly provide to the applicable Provider (and any applicable subcontractors) the materials, documentation and information reasonably necessary for performance of such Services; (c) comply with the Provider's reasonable instructions that are necessary for the Provider to perform such Services; (d) promptly report to the Provider any known problem affecting the performance of any such Services; (e) participate in discussions regarding the provision of Services where reasonably required by the Provider in order to facilitate decision making in relation to the Services; and (f) subject to Recipient's reasonable policies and procedures, grant the Provider (and any subcontractors) access to such Recipient's premises and systems as reasonably necessary for the Provider to perform its obligations hereunder; provided, that this Section 1.4 shall not require a Party to incur any out-of-pocket costs or expenses, unless and except as expressly provided in this Agreement or otherwise agreed in writing by the Parties. In the event that a Recipient fails to comply with any of the obligations under clauses (a) – (f) above, and such failure adversely affects Provider's ability to perform the Services, Provider shall have the right, after giving 10 days' prior written notice to the Recipient, to suspend the applicable Services until such failure is resolved.

Section 1.5 Consents. Nothing in this Agreement shall require a Provider to perform or cause to be performed any Service to the extent that the manner of such performance would constitute a violation of any applicable Law or any existing contract or agreement with a third party. If a Provider becomes aware that any such violation is reasonably likely, such Provider shall use commercially reasonable efforts to promptly advise the Recipient of such potential violation, and such Provider and Recipient will mutually seek an alternative that addresses such potential violation. The Parties shall cooperate with one another and use their respective commercially reasonable efforts to obtain all appropriate consents, waivers, permits, licenses, and/or sublicenses ("Consents"), where reasonably necessary, of any relevant third party required under any existing contract or agreement with a third party to allow Provider to perform, or cause to be performed, all Services to be provided hereunder in accordance with the standards set forth herein. Recipient shall reimburse Provider for all reasonable and out-of-pocket costs and expenses (if any) incurred by Provider or any of its Subsidiaries in connection with obtaining such Consent. Neither Provider nor Recipient shall be obligated to contribute any capital, pay any consideration, grant any concession or incur any additional Liability to any third party other than ordinary and customary fees to a Governmental Authority from whom such consents are required, which shall be payable by the Recipient. If, with respect to a Service, the Parties, despite the use of such commercially reasonable efforts, are unable to obtain any such Consent, the Recipient shall be responsible for procuring the Services from alternative sources and the Provider shall have no further responsibility for such Services.

Section 1.6 Transitional Nature of the Services. Each Party acknowledges the transitional nature of the Services and agrees that each Recipient shall use its commercially reasonable efforts to transition the Services to its own internal organization or to engage alternative third-party service providers as soon as reasonably practicable after the Effective Date and in no event later than the last day of the Service Period referenced in the applicable Service Schedule.

Section 1.7 Relationship of the Parties. The Parties acknowledge and agree that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties and that all Services are performed by Providers as independent contractors to the Recipients.

ARTICLE II
COMPENSATION

Section 2.1 Service Fees. SpinCo shall pay to Parent, on a quarterly basis, the aggregate amount due by SpinCo and its Affiliates in respect of the Parent-Provider Services in accordance with the amounts, formulas and procedures set forth in the "Service Fees" section in the Parent-Provider Service Schedules (the "Parent-Provider Service Fees"). Parent shall pay to SpinCo, on a quarterly basis in advance, the aggregate amount due by Parent and its Affiliates in respect of the SpinCo-Provider Services in accordance with the amounts, formulas and procedures set forth in the "Service Fees" section in the SpinCo-Provider Service Schedules (the "SpinCo-Provider Service Fees," and together with the Parent-Provider Service Fees, the "Services Fees"). During the term of this Agreement, the amount of a Service Fee for any Service may be modified to the extent of (a) any adjustments mutually agreed by the Parties, (b) any adjustments due to a change in Level of Service requested by Recipient and agreed by Provider, and (c) any adjustment in the rates or charges imposed by any third-party provider that is providing Services; provided that Provider will notify Recipient in writing of any such change in rates at least thirty (30) days prior to the effective date of such rate change. Together with any invoice for Service Fees, Provider shall provide Recipient with reasonable documentation, including any additional documentation reasonably requested by Recipient to the extent that such documentation is in Provider's or its Subsidiaries' possession or control, to support the calculation of such Service Fees.

Section 2.2 Reimbursement. To the extent not included in the Service Fee for a Service and subject to the other terms and conditions of this Agreement, SpinCo shall reimburse Parent for all reasonable documented out-of-pocket costs and expenses (including reasonable travel-related expenses) actually incurred by Parent and its Affiliates in connection with the performance of the Parent-Provider Services under this Agreement ("Parent Reimbursable Costs"). To the extent not included in the Service Fee for a Service and subject to the other terms and conditions of this Agreement, Parent shall reimburse SpinCo for all reasonable documented out-of-pocket costs and expenses (including reasonable travel-related expenses) actually incurred by SpinCo and its Affiliates in connection with the performance of the SpinCo-Provider Services under this Agreement ("SpinCo Reimbursable Costs," and together with the Parent Reimbursable Costs, the "Reimbursable Costs"). Each Party shall make available to the other Party, upon reasonable request, receipts and other relevant documentation pertaining to Reimbursable Costs.

Section 2.3 Invoicing; Payment. At least 30 days prior to the beginning of each calendar quarter until the expiration or termination of this Agreement, (a) Parent shall submit to SpinCo a quarterly invoice or invoices for Service Fees and Reimbursable Costs due and owing by SpinCo, and (b) SpinCo shall submit to Parent a quarterly invoice or invoices for Service Fees due for the then-current calendar quarter and for Reimburseable Costs due and owing by Parent. Each invoice shall set forth in reasonable detail the calculation of the charges and amounts and applicable Taxes for each Service for which such invoice relates. Unless otherwise

specified in the Service Schedules, amounts due under this Agreement shall be invoiced and paid in U.S. dollars by wire transfer of immediately available funds to one or more accounts designated by the Party to whom such payments are owed. All payments due under this Agreement (other than any amounts disputed by a Party in good faith) shall be made within 30 days after the date of the applicable invoice (the "Due Date"). Late payments shall bear interest at a rate equal to five percent (5%) per annum. Such interest shall be calculated on the basis of the actual number of days elapsed from the Due Date up to and including the actual date of payment, without compounding.

Section 2.4 Right to Suspend Services. If payment in full of any invoice (other than amounts disputed by a Party in good faith) is not received by the Due Date of such invoice, to the extent the aggregate amount of such overdue unpaid invoices exceeds $1,000,000, the Party to whom such payment is owed shall have the right, after giving 15 days' prior written notice to the other Party, to suspend all or any portion of the Service or other obligations under this Agreement as to which such overdue payment relates until such time as all amounts then due, including any accrued interest, have been paid. After such payment in full is received, performance of the suspended Services and other obligations shall resume.

Section 2.5 Taxes.

(a) Each Recipient shall be responsible for (i) excise, sales, use, transfer, stamp, documentary, filing, recordation and other similar Taxes, (ii) value added, goods and services or similar recoverable indirect Taxes ("VAT") and (iii) any related interest and penalties (collectively, "Sales Taxes"), in each case imposed or assessed as a result of the provision of such Services, but excluding any gross receipts-based or net-income based Taxes. In particular, but without prejudice to the generality of the foregoing, all amounts payable pursuant to this Agreement are exclusive of amounts in respect of Sales Taxes. Any Sales Taxes shall be separately stated on the relevant invoice to a Recipient and will be payable by such Recipient pursuant to Section 2.3. Where any taxable supply for VAT purposes is made pursuant to this Agreement by a Provider to a Recipient, the Recipient shall either (x) on receipt of a valid VAT invoice pay to the Provider or its designee such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services; or (y) where required by applicable Law to do so, account directly to the relevant Governmental Authority for any such VAT amounts. Each Provider agrees that it shall take commercially reasonable actions to cooperate with each Recipient in obtaining any refund, return, rebate, or the like of any Sales Tax, including by filing any necessary exemption or other similar forms, certificates, or other similar documents. The Recipient shall promptly reimburse the Provider for any costs incurred by the Provider or its Affiliates in connection with the Recipient obtaining a refund or overpayment of refund, return, rebate, or the like of any Sales Tax. For the avoidance of doubt, any applicable gross receipts-based or net income-based Taxes shall be borne by the Provider unless the Provider is required by Law to obtain, or allowed to separately invoice for and obtain, reimbursement of such Taxes from the applicable Recipient.

(b) Each Recipient shall be entitled to deduct and withhold Taxes required by any Governmental Authority to be withheld on payments made pursuant to this Agreement. To the extent any amounts are so withheld, the applicable Recipient shall (i) pay, in addition to the amount otherwise due to the Provider under this Agreement, such additional amount as is necessary to

ensure that the net amount actually received by the Provider will equal the full amount the Provider would have received had no such deduction or withholding been required, (ii) pay such deducted and withheld amount to the proper Governmental Authority, and (iii) promptly provide to the Provider evidence of such payment to such Governmental Authority. Any amounts so deducted or withheld shall be considered paid to the Provider for all purposes of this Agreement. The Provider shall, prior to the date of any payment to be made pursuant to this Agreement, at the request of the Recipient, make commercially reasonable efforts to provide the Recipient any certificate or other documentary evidence (x) required by any Governmental Authority or under applicable Law or (y) which the Provider is entitled by any Governmental Authority or under applicable Law to provide in order to reduce the amount of any Taxes that may be deducted or withheld from such payment and the Recipient agrees to accept and act in reliance on any such duly and properly executed certificate or other applicable documentary evidence.

Section 2.6 Currency Exchange Rate Service Fee Adjustments. During the term of this Agreement, each Provider will determine semi-annually (on June 15 and December 15 of each year) whether the Exchange Rate between U.S. dollars and the official local currency for each country in which such Provider performs Services has changed by more than 5% since the later of the Effective Date or June 15 of the immediately preceding year. If the Exchange Rate has changed by more than 5% since the later of the Effective Date or June 15 of the immediately preceding year, the Parties shall cooperate to promptly adjust the Service Fees with respect to the Services provided in such country, with such adjustment being effective for all Services performed by such Provider from the June 15 or December 15 date on which the change was measured.

ARTICLE III
STANDARD OF SERVICES; INDEMNIFICATION; LIMITATIONS

Section 3.1 Standard of Services. Each Provider shall, and shall cause each subcontractor to, (a) perform the Services in all material respects in accordance with applicable Laws, and (b) except as expressly provided otherwise in the Service Schedules, use commercially reasonable efforts to perform the Services in a manner substantially consistent with the quality, manner, level of care, skill, timeliness and diligence with which such Services (or analogous services) were performed for the Recipient (the "Level of Service") in the six-month period immediately prior to the Effective Date (the "Service Baseline Period"); provided, that, if not so previously provided, then such Services shall be performed in a manner substantially similar to similar services provided to Provider's Affiliates or businesses. Notwithstanding the foregoing, a Provider may make changes from time to time in the manner of performing the Services if such Provider is making similar changes in performing analogous services for itself and if such Provider furnishes to Recipient reasonable prior written notice (in content and timing) of such changes; provided, that if such change shall materially adversely affect the timeliness or quality of, or the Service Fees for, the applicable Service, the Parties shall cooperate to agree on modifications to such Services as are commercially reasonable in consideration of the circumstances. Unless a Service Schedule specifies a particular volume or quantity, the applicable Provider shall not be obligated to perform any Service in a volume or quantity at a rate that exceeds the rate of the highest volumes or quantities of analogous services provided for the benefit of the Recipient during the Service Baseline Period. No Provider shall be required to perform any of the Services for the benefit of any Person other than the applicable Recipient for such Service.

Section 3.2 Personnel. Except as otherwise agreed by the Parties in writing and subject to Section 1.3, each Provider shall have sole discretion and authority with respect to designating, employing, assigning, compensating and discharging personnel, third party service providers, subcontractors and consultants in connection with performance of the Services and notwithstanding anything to the contrary herein, in no event shall a Provider be obligated under this Agreement to retain or hire any specific personnel, third party service providers, subcontractors or consultants, acquire any equipment or technology, expand or modify any facilities or incur any capital expenditures, unless the Provider agrees, in its sole discretion, to do so, and the Recipient agrees to bear all related costs and expenses in accordance with the terms hereof. Notwithstanding anything to the contrary herein, and for clarity, in no event shall Parent or its Affiliates have any obligation to favor operation of the SpinCo Business over its own business operations or those of its Affiliates.

Section 3.3 Disclaimer. **RECIPIENT HEREBY ACKNOWLEDGES THAT PROVIDER AND ITS AFFILIATES DO NOT ORDINARILY PROVIDE THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT TO THIRD PARTIES AS PART OF THEIR RESPECTIVE BUSINESS ACTIVITIES. ACCORDINGLY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, RECIPIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS", THAT RECIPIENT ASSUMES ALL RISK AND LIABILITY ARISING FROM OR RELATING TO ITS USE AND RELIANCE UPON THE SERVICES, AND NEITHER PROVIDER NOR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, BY STATUTE OR OTHERWISE, IN CONNECTION WITH OR WITH RESPECT TO ANY OF THE SERVICES. PROVIDER AND ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES DISCLAIM ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES RELATING TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE AND THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.**

Section 3.4 Impracticability. No Provider shall be required to perform any Service to the extent the performance of such Service becomes impracticable as a result of a cause outside the reasonable control of such Provider, including an act of God or public enemy, war, terrorism, government acts or regulations, administrative acts or decisions, fire, flood, embargo, quarantine, epidemic, pandemic or disease outbreak (including COVID-19) or worsening thereof, labor strike or work stoppage by workers, accident, closing of ports, unusually severe weather or any other cause similar to any of the foregoing, or to the extent the provision of such Service would require such Provider to violate any applicable Law or any existing contract or agreement with a third party (any such cause or legal, policy or contractual impediment, an "Impracticability Event"). Such Provider shall promptly notify the applicable Recipient upon learning of such Impracticability Event and shall use commercially reasonable efforts to resolve or work around

any such Impracticability Event and to resume the performance of a suspended Service as soon as reasonably practicable. During the period of an Impracticability Event, to the extent Provider fails to provide any Services because substitute services are not commercially reasonable or technically feasible, Recipient shall be relieved of its obligation to pay the applicable Service Fee on a pro rata basis for such period (*i.e.*, with the applicable Service Fee reduced by a percentage equivalent to the length of such temporary nonperformance as related to the number of days in the billing cycle for the applicable Services).

Section 3.5 Operations; Facilities. If a Recipient intends to modify the current operation or facilities (including changing location of facilities) of the Parent Business or the SpinCo Business, as applicable, in any material respect, and such modified operations or facilities would prevent the Provider from performing the Services or materially increase the cost to provide any Services, the Recipient shall promptly, and in any event at least 30 days prior to such modification, notify the Provider of such intended modifications. The Parties shall negotiate in good faith to continue the provision of the relevant Services and, failing such agreement, the Provider shall not be required to provide such Services to the extent affected by such modification.

Section 3.6 Indemnification.

(a) Subject to the limitations set forth in Section 3.7, except as otherwise specifically set forth in the Separation Agreement or in any Ancillary Agreement, Parent shall, and shall cause the members of the Parent Group to, defend, indemnify and hold harmless SpinCo, each member of the SpinCo Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "SpinCo Indemnified Parties"), from any and all Liabilities incurred by such SpinCo Indemnified Parties to the extent relating to, arising out of or resulting from (i) the material breach of this Agreement by Parent or any of its Affiliates, or (ii) the fraud, bad faith, gross negligence or willful misconduct of Parent or any of its Affiliates in performing their respective obligations under this Agreement.

(b) Subject to the limitations set forth in Section 3.7, except as otherwise specifically set forth in the Separation Agreement or in any Ancillary Agreement, SpinCo shall, and shall cause the members of the SpinCo Group to, defend, indemnify and hold harmless Parent, each member of the Parent Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Parent Indemnified Parties"), from any and all Liabilities incurred by such Parent Indemnified Parties to the extent relating to, arising out of or resulting from (i) the material breach of this Agreement by SpinCo or any of its Affiliates, or (ii) the fraud, bad faith, gross negligence or willful misconduct of Parent or any of its Affiliates in performing their respective obligations under this Agreement.

(c) To the extent that Parent and SpinCo have indemnification obligations to one another in connection with a single Action, Parent and SpinCo shall contribute to the aggregate Liabilities arising from such Action in such proportion as is appropriate to reflect their relative Liabilities, as well as any other relevant equitable considerations. The amount paid or payable by Parent or SpinCo for purposes of apportioning the aggregate Liabilities shall be deemed to include all reasonable legal fees and expenses incurred by such Party in connection with investigating,

preparing for or defending against such Action. If the Parties cannot agree on an allocation of any such Liabilities for Actions, they shall resolve the matter pursuant to the procedures set forth in Article VII of the Separation Agreement.

(d) The procedures for indemnification set forth in Sections 4.5, 4.6 and 4.7 of the Separation Agreement shall govern claims for indemnification under this Agreement, *mutatis mutandis*.

(e) The indemnities contained in this Section 3.6 shall survive for a period of 12 months after the expiration or termination of this Agreement for any reason. Notwithstanding the preceding sentence, any Action in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence if a written notice of an indemnification claim shall have been given by the Party seeking indemnification prior to the expiration of the 12-month survival period.

(f) Tax Matters Agreement Coordination. The provisions of Section 3.6(a)-(e) shall not apply to Taxes to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. It is understood and agreed that Taxes and Tax matters, including the control of Tax-related proceedings, shall be governed by the Tax Matters Agreement to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. In the case of any conflict or inconsistency between this Agreement and the Tax Matters Agreement in relation to any matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall prevail. All capitalized terms used in this Section 3.6(f) but not defined in this Agreement have the meaning ascribed thereto in the Separation Agreement.

Section 3.7 Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, (A) NO PROVIDER SHALL BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY RECIPIENT OR SUCH RECIPIENT'S AFFILIATES OR REPRESENTATIVES IN RESPECT OF THE SERVICES; (B) IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR REPRESENTATIVES BE LIABLE FOR NEGLIGENCE (OTHER THAN GROSS NEGLIGENCE) IN PERFORMING THEIR OBLIGATIONS UNDER THIS AGREEMENT; AND (C) IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES THAT ARE NOT REASONABLY FORESEEABLE OR ANY PUNITIVE OR SPECIAL DAMAGES, LOSS OF REVENUE, INCOME OR PROFITS, DOWNTIME, DIMINUTION IN THE VALUE OR PERFORMANCE OR ANY MULTIPLE THEREOF AND DIMINUTION OR LOSS OF BUSINESS, REPUTATION OR OPPORTUNITY OR ANY MULTIPLE THEREOF, ARISING FROM OR RELATING TO ANY ACT OR OMISSION UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY IN THIS CLAUSE (C) SHALL NOT APPLY TO LOSSES RESULTING FROM SUCH PARTY'S OR ITS AFFILIATE'S FRAUD, BAD FAITH OR WILLFUL MISCONDUCT OR FOR THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 3.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EACH PROVIDER AND ITS AFFILIATES WITH RESPECT TO THIS AGREEMENT OR ANYTHING DONE (OR OMITTED) IN CONNECTION HEREWITH, INCLUDING THE**

PERFORMANCE OR BREACH HEREOF, OR FROM THE SALE, DELIVERY, PROVISION OR USE OF ANY OF THE SERVICES PROVIDED UNDER OR PURSUANT TO THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE SERVICES FEES PAID IN THE IMMEDIATELY PRECEDING ONE-YEAR PERIOD TO THE PROVIDER AND ITS AFFILIATES PURSUANT TO THIS AGREEMENT.

ARTICLE IV
CONFIDENTIALITY; INTELLECTUAL PROPERTY; DATA SECURITY

Section 4.1 Confidentiality. Section 6.9 of the Separation Agreement is hereby incorporated by reference herein (but for this purpose, only to the extent applicable to this Agreement, and not to the Separation Agreement or any other Ancillary Agreement), with such sections applying to all Parties hereunder as the context allows.

Section 4.2 Intellectual Property.

(a) Each Provider, for itself and on behalf of its Affiliates, hereby grants to each Recipient and such Recipient's Affiliates, and each Recipient, for itself and on behalf of its Affiliates, hereby grants to each Provider and such Provider's Affiliates, a non-exclusive, revocable, non-transferable (except as provided in Section 6.3), non-sublicenseable (except to third parties as required for the provision or receipt of Services, but not for their own independent use), royalty-free, worldwide license to use any Intellectual Property which is owned or controlled by the granting Party or such granting Party's Affiliates (including, for clarity, any and all improvements, modifications, enhancements or derivative works thereof owned by such granting Party or its Affiliates), solely to the extent and for the duration necessary for the Provider to provide, or the Recipient to receive, the applicable Service under this Agreement.

(b) Except as expressly provided in this Agreement (including any Service Schedule), no Recipient shall otherwise acquire any right, title or interest (including any license rights or rights of use) in any such Intellectual Property by reason of the provision of the Services. Any Intellectual Property that is created, authored, conceived of, made, or otherwise developed by or on behalf of a Provider or its Representatives in performing the Services will remain, as between the Parties, the sole property of (and exclusively owned by) such Provider; provided that (a) such Recipient shall own any written reports or tangible deliverables (whether in paper, electronic, or other form) resulting from the performance of the Services that Provider, at a Recipient's request, prepares specifically for and delivers to such Recipient is hereby assigned to such Recipient; and (b) such Provider, for itself and on behalf of its Affiliates, hereby grants to such Recipient and such Recipient's Affiliates a non-exclusive, irrevocable, perpetual, non-transferable (except as provided in Section 6.3), non-sublicenseable (except to third parties as required for the provision or receipt of Services, but not for their own independent use), royalty-free, worldwide license to use any Intellectual Property which is owned by such Provider or such Provider's Affiliates (including, for clarity, any and all improvements, modifications, enhancements or derivative works thereof owned by such Provider or its Affiliates) that is contained in such written reports or tangible deliverables solely to the extent necessary for such Recipient and its Affiliates to use such written reports or tangible deliverables for their intended purpose in the conduct of their business. To the extent any right, title or interest in or to any

Intellectual Property created by a Provider hereunder vests in a Recipient, by operation of law or otherwise, in a manner contrary to the agreed upon ownership as set forth in this Section 4.2, such Recipient hereby presently assigns (and without limiting the foregoing, agrees in the future to assign) to such Provider any and all such right, title or interest in and to such Intellectual Property.

(c) Except as expressly set forth herein, each Party expressly acknowledges that nothing contained herein shall be construed or interpreted as a grant or transfer, by implication or otherwise, of any licenses or other rights in Intellectual Property.

Section 4.3 Data Protection; Information Security and Privacy.

(a) Each Party shall ensure that it complies in all material respects with all applicable requirements of privacy and data protection Laws and the Data Protection Agreement in relation to its performance under this Agreement.

(b) Each Provider will maintain commercially reasonable security measures to protect the confidentiality, integrity and availability of the systems utilized to provide the Services, and the related data (including confidential, proprietary and personal information and protected health information). Each Provider shall use commercially reasonable measures to protect any data owned by the other Provider and shared with such Provider, consistent with such Provider's practices in protecting its own data, but in no event less than customary and reasonable practices or as required by applicable privacy and cybersecurity laws.

(c) In the event of a security incident or data breach impacting a Provider's systems, related data or Services, the Provider shall give notice of such security incident or data breach, provide a description of the nature and scope of the incident, and provide reasonable assistance and cooperation in any investigation, as soon as possible but in no event less than required by applicable privacy and cybersecurity laws or contracts. No Provider shall notify or otherwise disclose the existence of any security incident or data breach related to the other Party's data (including confidential, proprietary and personal information and protected health information), without the consent of the other Party, unless otherwise required by applicable privacy and cybersecurity laws or contracts.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. The term of this Agreement shall commence as of the Effective Date and, subject to earlier termination pursuant to Section 5.3, shall expire upon the last to expire or terminate of the Service Periods.

Section 5.2 Service Periods; Renewals. Subject to earlier termination pursuant to Section 5.3, this Agreement shall terminate with respect to any Service upon the expiration or termination of the Service Period for such Service. Any Service Period may be renewed or extended only by mutual written agreement of the Parties pursuant to Section 1.1(b).

Section 5.3 Termination.

(a) A Party (the "Non-Breaching Party") may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon 30 days' prior written notice to the other Party (the "Breaching Party") if the Breaching Party (or its Affiliate) has failed to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of 30 days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party. For the avoidance of doubt, failure of a Party to pay amounts owed with respect to a Service in accordance with this Agreement shall be deemed a breach for purposes of this Section 5.3(a).

(b) A Recipient may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon 60 days' prior written notice to the applicable Provider for any reason or no reason; provided, that, if earlier notice is otherwise required by the terms of a contract with a subcontractor, the notice period with respect to the applicable Service shall be the notice period set forth in such contract, plus 10 days. Upon early termination by a Recipient with respect to any Service pursuant to this Section 5.3(b), Recipient shall reimburse Provider (or its Affiliates) for such reasonable and foreseeable documented out-of-pocket fees, costs and expenses (the "Termination Charges") as may be incurred by Provider (or its Affiliates) as a result of such early termination or significant reduction of such Service. Such Termination Charges are either set forth on a Service Schedule or shall be provided to Recipient upon request. Such Termination Charges may include wind-down costs, breakage fees, early termination fees or charges, minimum volume make-up charges or other amounts payable to third parties or internal costs incurred by Provider (or its Affiliates) in its commercially reasonable efforts to discontinue the provision of such Services. Provider shall, and shall cause its Affiliates to, use commercially reasonable efforts to minimize the existence and amount of such Termination Charges; provided, that the foregoing obligations shall not alter or diminish Recipient's obligation to pay Termination Charges as reasonably determined by Provider in accordance with the terms hereof.

(c) This Agreement may be terminated, in whole or in part (including with respect to any particular Service), by mutual written agreement of the Parties at any time. Such written agreement shall specify the effective date of termination and the applicable terms and conditions in connection therewith.

Section 5.4 Survival of Obligations. The expiration or termination of this Agreement or of any Service Period for any reason shall not relieve the Parties of any obligation that accrued prior to such expiration or termination, including all obligations of any Recipient to pay any Service Fees due to any Provider hereunder. The provisions in the following Sections and Articles shall survive the expiration or termination of this Agreement or any Service Period for any reason: Sections 3.3, 3.6, 3.7, 4.1 and 5.4; and Article VI.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected,

impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

Section 6.2 Notices. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and except as provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by electronic mail ("e-mail"), so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.2):

If to Parent, to:

c/o Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: General Counsel
Email: legal.americas@zimmerbiomet.com

with copies (which will not constitute notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
Email: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

and

Faegre Drinker Biddle & Reath LLP
600 East 96th Street, Suite 600
Indianapolis, Indiana 46240
Attention: Trevor J. Belden
E-mail: trevor.belden@faegrebd.com

If to SpinCo, to:

ZimVie Inc.
10225 Westmoor Dr.
Westminster, Colorado 80021
Attention: Heather Kidwell,
Senior Vice President, Chief Legal and
Compliance Officer and
Corporate Secretary
Email: heather.kidwell@zimmerbiomet.com

with copies (which will not constitute notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
Email: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

and

Faegre Drinker Biddle & Reath LLP
600 East 96th Street, Suite 600
Indianapolis, Indiana 46240
Attention: Trevor J. Belden
E-mail: trevor.belden@faegrebd.com

Section 6.3 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that neither Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party. Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement in connection with a Change of Control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party.

Section 6.4 Third Party Beneficiaries. Except as provided in Section 3.6 with respect to SpinCo Indemnified Parties and Parent Indemnified Parties (in their respective capacities as such), (a) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any other Person any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 6.5 Waiver of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement must be in writing and shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 6.6 Dispute Resolution. Article VII of the Separation Agreement is hereby incorporated by reference herein (but for this purpose, only to the extent applicable to this Agreement, and not to the Separation Agreement or any other Ancillary Agreement). Parent designates its SVP of Strategy or his or her designee and SpinCo designates its SVP of Strategy or his or her designee for purposes of Section 7.1(a) of the Separation Agreement. Each Party may replace its designee upon written notice to the other Party.

Section 6.7 Governing Law.

(a) This Agreement (and any claims or disputes arising out of or related hereto or thereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(b) Subject to the provisions of Section 6.6, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, in any action or proceeding arising out of or relating to this Agreement for recognition or enforcement of any judgment or award relating hereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in such courts and (iv) waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such courts.

Section 6.8 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.9 Interpretation. In this Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules, Exhibits and Appendices hereto and thereto) and not to any particular provision of this Agreement; (c) Article, Section, Schedule, Exhibit and Appendix references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement, unless otherwise specified; (d) unless otherwise stated, all references to any agreement shall be deemed to include the exhibits, schedules and annexes to such agreement; (e) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) unless otherwise specified in a particular case, the word “days” refers to calendar days; (h) references to

"business day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by Law to close in New York, New York; (i) references herein to this Agreement or any other agreement contemplated herein shall be deemed to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; and (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

Section 6.10 Amendment. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

Section 6.11 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

(b) This Agreement, the Separation Agreement and the other Ancillary Agreements and the Exhibits, Schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. This Agreement, the Separation Agreement and the Ancillary Agreements together govern the arrangements in connection with the Separation and the Distribution and would not have been entered into independently.

(c) Parent represents on behalf of itself and, to the extent applicable, each of its Subsidiaries, and SpinCo represents on behalf of itself and, to the extent applicable, each of its Subsidiaries, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(d) Each Party acknowledges and agrees that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by e-mail in portable document format (.pdf) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by e-mail in portable document format (.pdf)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at

any time, it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

Section 6.12 Specific Performance. Subject to the provisions of Section 6.6, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of their respective rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties. Unless otherwise agreed in writing, Provider shall continue to provide Services and the Parties shall honor all other commitments under this Agreement during the course of dispute resolution pursuant to the provisions of Section 6.6 with respect to all matters not subject to such dispute; provided, however, that this obligation shall only exist during the term of this Agreement.

Section 6.13 Mutual Drafting. This Agreement shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

Section 6.14 Further Assurances. Subject to the terms of this Agreement, each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgement, filing and delivery of any and all documents and instruments that any other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

Section 6.15 Audit Assistance. Each of the Parties and their respective Subsidiaries are or may be subject to regulation and audit by a Governmental Authority (including a Taxing Authority), standards organizations, customers or other parties to contracts with such Parties or their respective Subsidiaries under applicable Law, standards or contract provisions. If a Governmental Authority, standards organization, customer or other party to a contract with a Party or its Subsidiary exercises its right to examine or audit such Party's or its Subsidiary's books, records, documents or accounting practices and procedures pursuant to such applicable Law, standards or contract provisions, and such examination or audit relates to the Services, then the other Party shall provide, at the sole cost and expense of the requesting Party, all assistance reasonably requested by the Party that is subject to the examination or audit in responding to such examination or audits or requests for information, to the extent that such assistance or Information is within the reasonable control of the cooperating Party and is related to the Services.

ARTICLE VII
DEFINITIONS

Section 7.1 Definitions. For purposes of this Agreement (including the Recitals hereof), the following terms have the following meanings:

"Action" has the meaning set forth in the Separation Agreement.

"Affiliate" has the meaning set forth in the Separation Agreement.

"Agreement" has the meaning set forth in the Preamble.

"Ancillary Agreement" has the meaning set forth in the Separation Agreement.

"Breaching Party" has the meaning set forth in Section 5.3(a).

"Change of Control" has the meaning set forth in the Separation Agreement.

"Consents" has the meaning set forth in Section 1.5.

"Data Protection Agreement" means the Data Protection Agreement, dated as of the Effective Date, in substantially the form attached as Annex C hereto.

"Distribution" has the meaning set forth in the Separation Agreement.

"Due Date" has the meaning set forth in Section 2.3.

"Exchange Rate" means, at any time, Parent's most recent monthly transaction rate, as determined in the ordinary course of business consistent with past practice.

"Governmental Authority" has the meaning set forth in the Separation Agreement.

"Impracticability Event" has the meaning set forth in Section 3.4.

"Intellectual Property" has the meaning set forth in the Separation Agreement.

"Law" has the meaning set forth in the Separation Agreement.

"Level of Service" has the meaning set forth in Section 3.1.

"Liabilities" has the meaning set forth in the Separation Agreement.

"New Parent-Provider Service" has the meaning set forth in Section 1.1(b).

"New Services" has the meaning set forth in Section 1.1(b).

"New SpinCo-Provider Service" has the meaning set forth in Section 1.1(b).

"Non-Breaching Party" has the meaning set forth in Section 5.3(a).

"Parent Business" has the meaning set forth in the Separation Agreement.

"Parent Group" has the meaning set forth in the Separation Agreement.

"Parent Indemnified Parties" has the meaning set forth in Section 3.6(b).

"Parent-Provider Service Fees" has the meaning set forth in Section 2.1.

"Parent-Provider Service Schedule" has the meaning set forth in Section 1.1(a).

"Parent-Provider Services" has the meaning set forth in Section 1.1(a).

"Parent Reimbursable Costs" has the meaning set forth in Section 2.2.

"Person" has the meaning set forth in the Separation Agreement.

"Provider" has the meaning set forth in Section 1.1(a).

"Recipient" has the meaning set forth in Section 1.1(a).

"Reimbursable Costs" has the meaning set forth in Section 2.2.

"Representatives" has the meaning set forth in the Separation Agreement.

"Sales Tax" has the meaning set forth in Section 2.5(a).

"Separation" has the meaning set forth in the Separation Agreement.

"Service Baseline Period" has the meaning set forth in Section 3.1.

"Service Fees" has the meaning set forth in Section 2.1.

"Service Period" has the meaning set forth in Section 1.1(a).

"Service Schedule" has the meaning set forth in Section 1.1(a).

"Services" has the meaning set forth in Section 1.1(a).

"SpinCo Business" has the meaning set forth in the Separation Agreement.

"SpinCo Group" has the meaning set forth in the Separation Agreement.

"SpinCo Indemnified Parties" has the meaning set forth in Section 3.6(a).

"SpinCo-Provider Service Fees" has the meaning set forth in Section 2.1.

"SpinCo-Provider Service Schedule" has the meaning set forth in Section 1.1(a).

"SpinCo-Provider Services" has the meaning set forth in Section 1.1(a).

"SpinCo Reimbursable Costs" has the meaning set forth in Section 2.2.

"Subsidiary" has the meaning set forth in the Separation Agreement.

"Tax" has the meaning set forth in the Separation Agreement.

"Taxing Authority" means a national, foreign, municipal, state, federal or other Governmental Authority responsible for the administration of any Tax.

"Termination Charges" has the meaning set forth in Section 5.3(b).

"VAT" has the meaning set forth in Section 2.5(a).

[Remainder of page intentionally left blank;
Signatures appear on following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Parties as of the Effective Date.

ZIMMER BIOMET HOLDINGS, INC.

By: _____
Name: _____
Title: _____

ZIMVIE INC.

By: _____
Name: _____
Title: _____

Exhibit 10.4

Form of

Intellectual Property Matters Agreement

by and between

ZIMMER BIOMET HOLDINGS, INC.

and

ZIMVIE INC.

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INTELLECTUAL PROPERTY MATTERS AGREEMENT

THIS INTELLECTUAL PROPERTY MATTERS AGREEMENT (this "Agreement") is made effective as of [●], 2022 (the "Effective Date"), by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Parent"), and ZimVie Inc., a Delaware corporation ("SpinCo"). Each of Parent and SpinCo may individually be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of [●], by and between Parent and SpinCo (as it may be amended or supplemented, the "Separation and Distribution Agreement" or "SDA"), Parent and the other members of the Parent Group (as defined in the SDA) have contributed, assigned, transferred, conveyed and delivered to SpinCo (as defined in the SDA), all of the right, title and interest of Parent and the other members of the Parent Group in and to the SpinCo Intellectual Property (as defined in the SDA), in accordance with and subject to the terms and conditions of the SDA;

WHEREAS, pursuant to the Separation and Distribution Agreement, the Parties have agreed to deliver, or cause to be delivered, executed copies of this Agreement on or prior to the Effective Time (as defined in the SDA);

WHEREAS, Parent and the other members of the Parent Group desire to grant to SpinCo and the other members of the SpinCo Group, and SpinCo and the other members of the SpinCo Group desire to be granted, certain non-exclusive licenses under the Licensed Parent IP (as defined below) in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, SpinCo and the other members of the SpinCo Group desire to grant to Parent and the other members of the Parent Group, and Parent and the other members of the Parent Group desire to be granted, certain non-exclusive licenses under the Licensed SpinCo IP (as defined below) in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and the Separation and Distribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement. For the purpose of this Agreement, the following terms shall have the following meanings:

1.1 "Acquired Party" has the meaning set forth in Section 9.4(b).

1.2 "Agreement" has the meaning set forth in the preamble.

1.3 "Control" or "Controlled" means, with respect to any Intellectual Property owned or licensed by a Person, the legal authority or right of such Person to grant a license or sublicense of or under such Intellectual Property as provided for herein, without (a) violating the terms of any agreement or arrangement with, or rights of, any Third Party, (b) requiring any consent, approvals, or waivers from any Third Party, or (c) requiring the payment or granting of any consideration to any Third Party.

1.4 "Copyrights" mean any and all mask work rights, industrial designs, design and database rights, works of authorship (whether or not copyrightable), copyrights, copyrights and copyrightable subject matter and similar rights in protectable material, including "moral", "economic" rights and all applications and registrations for the foregoing, but in each case, excluding Know-How.

1.5 "Derivative Product" means, with respect to a product of a Licensed Party, any successor, extension, upgrade, or new or enhanced version of such product (or other derivative that arises from the natural evolution of such product) that (a) is substantially based on the same design and materials as such product, have substantially the same features as such product, and perform substantially the same functions as such product; and (b) is created, generated, or developed by or on behalf of the Licensed Party or any of its Affiliates (or any of their respective permitted successors or permitted assigns), whether contemplated as of the Effective Time or thereafter.

1.6 "Divested Licensed Products" has the meaning set forth in Section 9.4(c).

1.7 "Excluded IP" means any and all Intellectual Property primarily used (or held for use) in or primarily relating to the following: (i) Rosa® Surgical Robot; (ii) Trabecular Metal™ Technology (including the manufacturing materials and methods therefor); (iii) WalterLorenz® Surgical Assist Arm; (iv) MyMobility® Platform; (v) Mixed Reality/Augmented Reality technology; (vi) Surgical Navigation (Naviscout™); (vii) VerteGen/Equivabone; (viii) Mimix®; (vix) Mimix®; (vx) Otomimix; (xxi) Calcigen®-S; (xxii) ProOsteon; and (xxiii) CapSpheres. Excluded IP also means any and all "Technology" and "Improvements" as those terms are defined in the Fiber DBM License Agreement.

1.8 "Existing Products" has the meaning set forth in Section 9.4(b).

1.9 "Improvement" means, with respect to any Intellectual Property, any other Intellectual Property that is an improvement, enhancement, derivative work, modification, adaptation, or new application of, or that otherwise relates to, such original Intellectual Property (whether or not protectable under applicable Intellectual Property law).

1.10 "Insolvency Event" means, with respect to a Party: (a) the Party files in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the Party or of its assets; (b) if the Party proposes a written agreement of composition or extension of its debts; (c) if the Party is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof; (d) if the Party proposes or is party to any dissolution or liquidation; or (e) if the Party makes an assignment for the benefit of creditors

1.11 "Intellectual Property" means mean any and all intellectual property, whether registered or unregistered, of every kind and description throughout the world, including any and all United States and non-United States: (a) Trademarks; (b) Patents; (c) Copyrights; (d) rights in Software; (e) Know-How; (f) all applications and registrations for the foregoing; (g) rights of privacy, publicity and in or with respect to social media; and (h) all rights to sue and collect damages or remedies for past, present, and future infringement, misappropriation, or other violation thereof

1.12 "Intellectual Property Improvement" has the meaning set forth in Section 3.1.

1.13 "Know-How" means mean any and all trade secrets and other confidential or proprietary information, know-how, technical, scientific, regulatory and other information, data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, preclinical, non-clinical, in-vitro, regulatory, technical, or clinical data) inventions, invention disclosures, creations, techniques, compositions, processes, specifications, tools, apparatus, formulae, and methodologies, but in each case, excluding Patents.

1.14 "Licensed Parent IP" means all Intellectual Property (other than Trademarks and rights of privacy, publicity and in or with respect to social media), in each case, Controlled by any member of Parent Group as of immediately after the Effective Time that is necessary for or otherwise used or practiced as of the Effective Time in the developing, designing, manufacturing, having manufactured, importing, exporting, selling, offering for sale, marketing, distributing and other commercializing of SpinCo Products, including instruments, services, and software (as they exist as of the Effective Date) and surgical and treatment techniques associated therewith. For the avoidance of doubt, "Licensed Parent IP" excludes the Excluded IP.

1.15 "Licensed Parent Products" means any products or services of Parent, as of the Effective Date, and any Derivative Products thereof, including, for clarity, products or services in the research and development pipeline of Parent as of the Effective Date.

1.16 "Licensed Party" means a Party in its capacity as a licensee under this Agreement.

1.17 "Licensing Party" means a Party in its capacity as a licensor under this Agreement.

1.18 "Licensed Product" means, as applicable, each of the Licensed SpinCo Products or the Licensed Parent Products.

1.19 "Licensed SpinCo IP" means all Intellectual Property (other than Trademarks and rights of privacy, publicity and in or with respect to social media), in each case, Controlled by any member of SpinCo Group as of immediately after the Effective Time that is necessary for or otherwise used or practiced as of the Effective Time in the developing, designing, manufacturing, having manufactured, importing, exporting, selling, offering for sale, marketing, distributing and other commercializing of Licensed Parent Products, including instruments, services, and software (as they exist as of the Effective Date) and surgical and treatment techniques associated therewith. For the avoidance of doubt, "Licensed SpinCo IP" (a) includes the SpinCo Intellectual Property; and (b) excludes the Excluded IP.

1.20 "Licensed SpinCo Products" means the SpinCo Products and any Derivative Products thereof.

1.21 "Party" and "Parties" have the meaning set forth in the preamble.

1.22 "Parent" has the meaning set forth in the preamble.

1.23 "Parent Field" means any field other than the SpinCo Field.

1.24 "Parent License" has the meaning set forth in Section 2.2.

1.25 "Patents" means: (i) all national, regional and international patents and patent applications, including provisional patent applications, whether pending, enforced, abandoned or expired; (ii) all patent applications filed either from the patents, patent applications or provisional applications in clause (i) or from an application claiming priority from any of these, including divisionals, continuations, continuations-in-part, converted provisionals, and continued prosecution applications; (iii) all patents that have issued or in the future issue from the foregoing or counterparts thereof patent applications specified in clauses (i) and (ii), including utility models, petty patents, design patents and certificates of invention; and (iv) all patent term extensions or restorations by existing or future extension or restoration mechanisms, including any supplementary protection certificates and the like, as well as any revalidations, reissues, re-examinations, oppositions and the like of the foregoing patents or patent applications specified in clauses (i), (ii) and (iii).

1.26 "Purchaser" has the meaning set forth in Section 9.4(c).

1.27 "Separation and Distribution Agreement" or "SDA" has the meaning set forth in the preamble.

1.28 "SpinCo" has the meaning set forth in the preamble.

1.29 "SpinCo Field" means the field of (a) developing, designing, manufacturing, having manufactured, importing, exporting, selling, offering for sale, marketing, distributing and otherwise commercializing: (i) either (A) dental reconstructive implants, dental prosthetic products, dental regenerative products, dental treatment design or planning software or services, digital dentistry products or services, (B) implants or surgical instruments whose primary purpose is the placement of bone fixation or motion preservation devices in or attachment to the vertebral column (including pedicle screws, disc repair and/or replacement devices, and the placement of interbody fusion or motion preservation devices for the treatment of degenerative conditions, deformities, disease, tumors or traumatic injury of the spine) or (C) non-invasive and implantable bone growth stimulation products; and (ii) any and all associated instrumentation (including patient specific instrumentation), treatment or surgical planning, surgical navigation and surgical techniques and (b) seeking and maintaining all necessary approvals in connection with any of the foregoing, provided, however, that the "Field" expressly excludes: the development, design, manufacture, having manufactured, importation, exportation, sale, offer for sale, marketing, distribution or other commercialization of products, instruments or surgical techniques primarily related to the brain, brain stem, spinal cord, maxillofacial surgery, craniomaxillofacial reconstructive surgery, orthognathic surgery, and/or craniotomy procedures (including, for clarity, brain biopsy procedures, brain ablation procedures, deep brain stimulation, nerve root stimulation, epidural needle placement, and/or dural procedures such as for the removal of spinal cord tumors).

1.30 "SpinCo License" has the meaning set forth in Section 2.1.

2. License Grants.

2.1 Grant of Rights to SpinCo and its Affiliates. Subject to the terms and conditions of this Agreement, Parent on behalf of itself and its Affiliates, hereby grants to SpinCo and its Affiliates a non-exclusive perpetual, irrevocable, transferable (in accordance with Section 9.4), fully paid-up and royalty-free right and license (with the right to grant sublicenses in accordance with Section 2.3(a)) under:

(a) the Licensed Parent IP to develop, design, make, have made, use, sell, offer to sell, market, distribute, import, dispose of and otherwise exploit Licensed SpinCo Products in the SpinCo Field, and

(b) any Copyrights included in the Licensed Parent IP to reproduce, distribute, perform, display, and create derivative works of the Copyrights included in the Licensed Parent IP in the SpinCo Field

(the "SpinCo License").

2.2 Grant of Rights to Parent and its Affiliates. Subject to the terms and conditions of this Agreement, SpinCo on behalf of itself and its Affiliates, hereby grants to Parent and its Affiliates a non-exclusive, perpetual, irrevocable, transferable (in accordance with Section 9.4), fully paid-up and royalty-free right and license (with the right to grant sublicenses in accordance with Section 2.3(b)) under:

(a) the Licensed SpinCo IP to develop, design, make, have made, use, sell, offer to sell, market, distribute, import, dispose of and otherwise exploit Licensed Parent Products in the Parent Field, and

(b) any Copyrights included in the Licensed SpinCo IP to reproduce, distribute, perform, display, and create derivative works from of the Copyrights included in the Licensed SpinCo IP in the Parent Field

(the "Parent License").

2.3 Sublicense Rights**.**

(a) SpinCo and its Affiliates shall have the right to grant sublicenses under the SpinCo License to : (i) have all or part of any Licensed SpinCo Products made by a Third Party contractor for the use, sale, offer for sale, marketing, distribution, importation, disposition, and other exploitation by SpinCo or its Affiliates or (ii) a Purchaser (as defined below) pursuant to Section 9.4(c). Any such sublicense shall be in writing and shall be consistent with and subject to the terms of this Agreement in so far as such terms relate to the SpinCo License, including Section 6. SpinCo shall be responsible for any breach of this Agreement that is caused (directly or indirectly) by the performance (or failure to perform) of any of SpinCo's sublicensees.

(b) Parent and its Affiliates shall have the right to grant sublicenses under the Parent License to: (i) have all or part of any Licensed Parent Product made by a Third Party contractor for the use, sale, or offer for sale, marketing, distribution, importation, disposition, and other exploitation by Parent or its Affiliates or (ii) a Purchaser (as defined below) pursuant to Section 9.4(c). Any such sublicense shall be in writing and shall be consistent with and subject to the terms of this Agreement in so far as such terms relate to the Parent License, including Section 6. Parent shall be responsible for any breach of this Agreement that is caused (directly or indirectly) by the performance (or failure to perform) of any of Parent's sublicensees.

2.4 No Implied Licenses. Except as expressly set forth in this Agreement, no licenses, sublicenses or other rights are granted to any Licensed Party (whether implied, by estoppel or otherwise) under this License Agreement and any rights not expressly granted by any Licensing Party hereunder are reserved by such Licensing Party.

3. Intellectual Property.

3.1 Ownership of Improvements. The ownership of any Improvements to the Licensed Parent IP or the Licensed SpinCo IP, or the subject matter described or claimed therein, as applicable, that are created, authored, conceived of, made, or otherwise developed by or on behalf of either Party or any of its Affiliates after the Effective Date (each, an "Intellectual Property Improvement") will be determined in accordance with applicable United States Laws (regardless of where the applicable activities occurred).

3.2 No License to Intellectual Property Improvements. Each Party expressly acknowledges and agrees that no right or license, express or implied, is granted hereunder in or to any Intellectual Property Improvements by either Party as the Licensing Party to the other Party as the Licensed Party. Neither Party shall have any obligation to provide or deliver to the other Party with any Intellectual Property (including any Intellectual Property Improvement) or embodiment

thereof. Any decision to apply for a patent or other protection on any Intellectual Property Improvement shall be at the sole discretion and expense of the Party that owns such Intellectual Property Improvement.

3.3 Ownership under the Separation and Distribution Agreement or any other Ancillary Agreements. Notwithstanding any provision of this Agreement to the contrary, ownership of any Intellectual Property under the Separation and Distribution Agreement or any other Ancillary Agreements shall be as described therein.

3.4 Prosecution and Maintenance.

(a) As between the Parties, Parent shall have the sole and exclusive right, but not the obligation, to obtain, prosecute (including carrying out any interferences, reissue proceedings and re-examinations), and maintain throughout the world (whether directly or through its Affiliates, Subsidiaries or Third Party designees), the Licensed Parent IP at its expense.

(b) As between the Parties, SpinCo shall have the sole and exclusive right, but not the obligation, to obtain, prosecute (including carrying out any interferences, reissue proceedings and re-examinations), and maintain throughout the world (whether directly or through its Affiliates, Subsidiaries or Third Party designees), the Licensed SpinCo IP at its expense.

3.5 Notice of Infringement. If a Licensed Party becomes aware of any actual or threatened infringement or violation by any Third Party of the Intellectual Property licensed to the Licensed Party under this Agreement, then the Licensed Party shall notify the Licensing Party of such infringement.

3.6 Enforcement and Defense.

(a) As between the Parties, Parent shall have the sole and exclusive right, but not the obligation, to enforce and defend the Licensed Parent IP (whether directly or through its Affiliates, Subsidiaries or Third Party designees), including the institution of any Action for infringement of the Licensed Parent IP at its sole expense. As between the Parties, Parent shall have the sole and exclusive right to control the prosecution of any such Action it commences (whether directly or through its Affiliates, Subsidiaries or Third Party designees) and shall be entitled to retain any and all damages awarded or paid pursuant to any settlement of such Action.

(b) As between the Parties, SpinCo shall have the sole and exclusive right, but not the obligation, to enforce and defend the Licensed SpinCo IP (whether directly or through its Affiliates, Subsidiaries or Third Party designees), including the institution of any Action for infringement of the Licensed SpinCo IP at its sole expense. As between the Parties, SpinCo shall have the sole and exclusive right to control the prosecution of any such Action it commences (whether directly or through its Affiliates, Subsidiaries or Third Party designees) and shall be entitled to retain any and all damages awarded or paid pursuant to any settlement of such Action.

3.7 Cooperation. Upon the initiating Party's request and at the initiating Party's expense, the other Party agrees to reasonably cooperate with such initiating Party in the prosecution, maintenance and enforcement of Intellectual Property rights licensed under this Agreement.

4. Representations and Warranties; Covenants.

4.1 Representations and Warranties. Each of Parent (on behalf of itself and its Affiliates (as applicable)) and SpinCo (on behalf of itself and its Affiliates (as applicable)) makes the representations and warranties set forth in this Section 4.1 to the other Party as of the Effective Date.

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation. It has full corporate power and authority to execute, deliver, and perform this Agreement, and the execution, delivery and performance by it of this Agreement have been duly authorized by all requisite corporate action.

(b) This Agreement constitutes a valid and legally binding agreement enforceable against it in accordance with its terms (except as the enforceability thereof may be limited by applicable Laws).

4.2 Compliance with Laws. Each Party shall comply, and shall cause its Affiliates and sublicensees to comply, with all applicable Laws in performing its and their obligations and exercising its and their rights pursuant to this Agreement.

4.3 DISCLAIMER. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 4 OF THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, UNDER THIS AGREEMENT, ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER UNDER THIS AGREEMENT OR AT LAW, INCLUDING ANY REPRESENTATION OR WARRANTY (A) OF QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY OR ENFORCEABILITY, (B) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE OR (C) THAT ANY INTELLECTUAL PROPERTY LICENSED FROM ONE PARTY TO THE OTHER PARTY HEREUNDER MAY BE PRACTICED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

5. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM CLAIMS THAT A LICENSED PARTY HAS PRACTICED ANY INTELLECTUAL PROPERTY LICENSED UNDER THIS AGREEMENT OUTSIDE OF THE SCOPE OF THE LICENSE GRANTED UNDER THIS AGREEMENT TO SUCH LICENSED PARTY OR BREACHES OF SECTION 6 HEREOF, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS SUFFERED OR SIMILAR ITEMS (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY), OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER.

6. Confidentiality.

6.1 Duty of Confidence**.** Subject to the other provisions of this Section 6, all Confidential Information disclosed by a Party or its Affiliates under this Agreement will be maintained in confidence and otherwise safeguarded by the recipient Party. The recipient Party may only use and disclose the Confidential Information of the other Party for the purposes of this Agreement. Subject to the other provisions of this Section 6, each Party shall hold as confidential such Confidential Information of the other Party or its Affiliates in the same manner and with the same protection as such recipient Party maintains its own confidential information. Except as

expressly provided in this Section 6, a recipient Party may only disclose Confidential Information of the other Party to employees, agents, contractors, consultants and advisers of the recipient Party and its Affiliates to the extent reasonably necessary for the purposes of, and for those matters undertaken pursuant to, this Agreement; provided that such Persons are bound to maintain the confidentiality of the Confidential Information in a manner consistent with the confidentiality provisions of this Agreement.

6.2 Exceptions**.** The obligations under this Section 6 shall not apply to any information to the extent that the recipient Party can demonstrate by competent evidence that such information:

(a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public or part of the public domain through no breach of this Agreement by the recipient Party or its Affiliates;

(b) was known to, or was otherwise in the possession of, the recipient Party or its Affiliates prior to the time of disclosure by the disclosing Party or any of its Affiliates;

(c) is disclosed to the recipient Party or an Affiliate on a non-confidential basis by a Third Party who is entitled to disclose it without breaching any confidentiality obligation to the disclosing Party or any of its Affiliates; or

(d) is independently developed by or on behalf of the recipient Party or its Affiliates, as evidenced by its written records, without reference to the Confidential Information disclosed by the disclosing Party or its Affiliates under this Agreement.

Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the recipient Party merely because the Confidential Information is embraced by more general information in the public domain or in the possession of the recipient Party. Further, any combination of Confidential Information shall not be considered in the public domain or in the possession of the recipient Party merely because individual elements of such Confidential Information are in the public domain or in the possession of the recipient Party unless the combination and its principles are in the public domain or in the possession of the recipient Party.

6.3 Authorized Disclosures**.** In the event that the recipient Party is required to disclose Confidential Information of the disclosing Party pursuant to applicable Law or in connection with bona fide legal process, such disclosure shall not be a breach of this Agreement; provided that the recipient Party (a) informs the disclosing Party as soon as reasonably practicable of the required disclosure, (b) limits the disclosure to the required purpose, and (c) at the disclosing Party's request and expense, to the extent permitted by applicable Law, assists in an attempt to object to or limit the required disclosure.

7. Residual Knowledge Notwithstanding anything to the contrary in this Agreement, each Party acknowledges the practical difficulty of policing the use of information in the unaided memory of the other Party or its Affiliates and its and their officers, directors, employees and agents, and as such each Party agrees that the other Party shall not be liable for the use by any of its or its Affiliates' officers, directors, employees or agents of specific Confidential Information of the first Party (or any of the first Party's Affiliates) that is retained in the unaided memory of such officer, director, employee or agent; provided that (a) such officer, director, employee or agent is not aware that such Confidential Information is the Confidential Information of the first Party at the time of such use; (b) the foregoing is not intended to grant, and shall not be deemed to grant, the other Party, its Affiliates or its officers, directors, employees and agents (i) a right to disclose the first Party's Confidential Information, or (ii) a license under any Intellectual Property of the first Party; and (c) such officer, director, employee or agent has not intentionally memorized such Confidential Information for use outside this Agreement.

8. Term and Termination; Remedies.

8.1 Term. The term of this Agreement shall be perpetual, unless earlier terminated in accordance with Section 8.2.

8.2 Termination.

(a) This Agreement may be terminated in its entirety upon the mutual written agreement of the Parties.

(b) Without prejudice to any rights that have accrued under this Agreement or any of its rights and remedies, each Party may terminate this Agreement solely with respect to the rights and licenses granted from such terminating Party by giving ninety (90) calendar days prior written notice to the other Party:

(i) if the other Party commits material breach of any of its obligations under this Agreement and, if that breach is capable of remedy, the other Party has failed to remedy that breach within ninety (90) calendar days after receipt of written notice requiring it to remedy that breach;

(ii) if an Insolvency Event with respect to the other Party has occurred.

8.3 Remedies Cumulative. In the event of a breach of this Agreement by either Party, the non-breaching Party shall be entitled to seek monetary damages or injunctive or other equitable relief in addition to any other rights or remedies it may have under this Agreement.

8.4 Effects of Termination; Survival. In the event that this Agreement is terminated in its entirety, all rights and obligations of either Party under this Agreement shall immediately terminate, including the licenses granted under Section 2 and any sublicenses subsequently granted by SpinCo or Parent, as applicable. Further, the following provisions of this Agreement shall survive any termination (whether in part or in its entirety) of this Agreement Section 5 (*Limitation of Liability*), Section 6 (*Confidentiality*), Section 8.3 (*Remedies Cumulative*), Section 8.4 (*Effects of Termination; Survival*), Section 9 (*Miscellaneous*) and Section 1 (*Definitions*) (to the extent necessary to give effect to the foregoing sections in this sentence).

9. Miscellaneous.

9.1 Interpretation. Unless the context of this Agreement otherwise requires: (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the Separation and Distribution Agreement) as a whole (including all of the Schedules, Exhibits and Appendices hereto and thereto) and not to any particular provision of this Agreement (or the Separation and Distribution Agreement); (c) Article, Section, Schedule, Exhibit and Appendix references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement (or, as applicable, or the Separation and Distribution Agreement), unless otherwise specified; (d) unless otherwise stated, all references to any agreement (including this Agreement and the Separation and Distribution Agreement) shall be deemed to include the exhibits, schedules and annexes (including all Schedules, Exhibits and Appendixes) to such agreement; (e) the word “including” and words of similar import when used in this Agreement (or the Separation and Distribution Agreement) shall mean “including, without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) unless otherwise specified in a particular case, the word “days” refers to calendar days; (h) references to “business day” shall mean any day other than a

Saturday, a Sunday or a day on which banking institutions are generally authorized or required by law to close in New York, New York; (i) references herein to this Agreement or any other agreement contemplated herein shall be deemed to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (k) unless expressly stated to the contrary in this Agreement or the Separation and Distribution Agreement, all references to "the date hereof," "the date of this Agreement," "hereby" and "hereupon" and words of similar import shall all be references to the Effective Date.

9.2 Notices. All notices, requests, claims, demands or other communications under this Agreement and, to the extent applicable, shall be in writing and shall be given or made (and except as provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by e-mail, so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice addressed as follows):

If to Parent, to:

Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: General Counsel
E-mail: legal.americas@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.

E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

If to SpinCo, to:

ZimVie Inc.
10225 Westmoor Dr.,
Westminster, Colorado 80021
Attention: Senior Vice President,
Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: heather.kidwell@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention:

Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.

E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

9.3 Amendment; Waiver. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

9.4 Assignability; Change of Control.

(a) The rights, benefits and obligations of each Party under (or relating to) this Agreement (including any licenses or sublicenses granted pursuant to this Agreement) are personal to such Party. A Party may not assign (including in a bankruptcy or similar proceeding) or assume in a bankruptcy or similar proceeding this Agreement or any rights, benefits or obligations under or relating to this Agreement, in each case whether by operation of law or otherwise, without the other Party's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed); provided that a Party may, with notice to the other Party but without the consent of the other Party, assign or transfer its rights and obligations under this Agreement in whole or in part to one or more of its Affiliates; provided that no such assignment by a Party to an Affiliate shall release such Party from its obligations under this Agreement. In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be void *ab initio* and of no force or effect.

(b) In the event of a Change of Control of either Party (the "Acquired Party") the licenses set forth herein shall survive and shall be enforceable by the acquiring or surviving party, but the definition of "SpinCo Licensed Products" or "Parent Licensed Products" (as the case may be, i.e., SpinCo Licensed Products if SpinCo is the Acquired Party, Parent Licensed Products if Parent is the Acquired Party) shall thereafter be limited, with respect to the Acquired Party (but, for clarity, not the other Party), to only those products which such Acquired Party had made generally commercially available prior to the effective date of the Change of Control ("Existing Products") and Derivative Products of such Existing Products. For the avoidance of doubt: (i) the Existing Products of the Acquired Party (i.e., SpinCo Licensed Products or Parent Licensed Product, as applicable) will not include any products made available by the acquirer or any of its Affiliates prior to the Change in Control or any Derivative Products of such products; (ii) the Intellectual Property of the acquiring party shall not be included in the licensed Intellectual Property of the Acquired Party (i.e., the Licensed SpinCo IP or Licensed Parent IP) and therefore shall not be subject to the Acquired Party's licenses hereunder; and (iii) the definition of SpinCo Licensed Products or Parent Licensed Products, as the case may be, shall continue to apply to Existing Products of the Acquired Party notwithstanding the rebranding of such Existing Product by an acquirer.

(c) From time to time, a Licensed Party may elect to divest a business or product line to a third-party purchaser (the "Purchaser"). In such event, the Licensed Party shall be entitled to grant a limited sublicense to the Purchaser (subject to providing written notice thereof and a copy of the sublicense agreement to the Licensing Party), under all of the license rights granted under this Agreement, for the sole purpose of permitting the Purchaser to make, have made, use, import, sell, offer for sale, lease, dispose of, and otherwise commercialize such Licensed Party's Licensed Products in the form that they existed as of the effective date of such divestiture and any Derivative Products thereof (collectively, the "Divested Licensed Products"); provided that (i) the Licensed Party shall enter into such sublicense with such Purchaser pursuant to a written sublicense agreement requiring the sublicensee to comply with the terms and conditions set forth in this Agreement; (ii) the Purchaser shall be entitled to exercise all of the sublicensed rights under this Agreement solely with respect to the Divested Licensed Products; and (iii) the Purchaser may further exercise the sublicense rights set forth in this Section 9.4(c) (subject to providing written notice to the Licensing Party) only in the event of its subsequent sale of a business or product line that includes the Divested Licensed Products (but no further sublicenses shall be permitted thereafter).

9.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (a) the Separation and Distribution Agreement (and the Exhibits, Schedules and Annexes thereto) and (b) the other Ancillary Agreements and any other written agreement of the Parties that expressly provides that it is not superseded by this Agreement. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation and Distribution Agreement, this Agreement shall control with respect to the subject matter hereof, and the Separation and Distribution Agreement shall control with respect to all other matters; provided that any Action relating to the prosecution, maintenance, enforcement and defense of any Intellectual Property licensed under this Agreement, including any Action for infringement against the other Party, shall be considered subject matter under this Agreement, and in the event of conflict between this Agreement and the Separation and Distribution Agreement with respect to such matters, this Agreement shall control.

9.6 Parties in Interest. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

9.7 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

9.8 Governing Law; Jurisdiction.

(a) This Agreement (and any claims or disputes arising out of or related hereto or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(b) Subject to the provisions of Article VII of the Separation and Distribution Agreement, each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, or if such court shall not have jurisdiction, the other state courts of the State of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other courts.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto or the parties thereto, respectively, and delivered to the other Party hereto or parties thereto, respectively.

9.10 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11 Severability. Any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

9.12 Rules of Construction. This Agreement shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

9.13 Specific Performance. Subject to the provisions of Article VII of the Separation and Distribution Agreement, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party hereto, who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of their respective rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

9.14 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Parent and SpinCo, including in Section 2, are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or analogous provisions of applicable Law outside the United States, licenses of right to “intellectual property” as defined under Section

101 of the U.S. Bankruptcy Code or analogous provisions of applicable law outside the United States. Each Party agrees that the other, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any other provisions of applicable Law outside the United States that provide similar protection for such intellectual property.

9.15 Force Majeure. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay unless this Agreement has previously been terminated under Section 8.2. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

9.16 Further Assurances. SpinCo and Parent hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Agreement and carry out the intent and purposes of this Agreement.

9.17 No Agency. Nothing herein contained will be construed to place the Parties in the relationship of partners, principal and agent, or employer and employee. Neither Party will have the power to assume, create or incur liability or any obligation of any kind, express or implied, in the name of or on behalf of the other Party by virtue of this Agreement.

9.18 Affiliate Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Subsidiaries or Affiliates, such obligation shall apply to such entities only during such period of time that such entities are Subsidiaries or Affiliates of such Party. To the extent that this Agreement requires a Subsidiary or an Affiliate of any Party to take or omit to take any action, such agreement and obligation includes the obligation of such Party to cause such Subsidiary or Affiliate to take or omit to take such action.

9.19 Dispute Resolution. Article VII of the Separation and Distribution Agreement is hereby incorporated by reference herein (but for this purpose, only to the extent applicable to this Agreement, and not to the Separation and Distribution Agreement or any other Ancillary Agreement). Parent designates its Vice President, Chief Patent Counsel or their respective designee and SpinCo designates its Senior Patent Counsel or their respective designee for purposes of Section 7.1(a) of the Separation and Distribution Agreement. Each Party may replace its designee upon written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ZIMMER BIOMET HOLDINGS, INC.

By: _____
Name: Bryan Hanson
Title: President and Chief Executive Officer

ZIMVIE INC.

By: _____
Name: Vafa Jamali
Title: President and Chief Executive Officer

Exhibit 10.5

FORM OF
STOCKHOLDER AND REGISTRATION RIGHTS AGREEMENT
BY AND BETWEEN
ZIMMER BIOMET HOLDINGS, INC.
AND
ZIMVIE INC.
DATED AS OF **[●],** 2022

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FORM OF STOCKHOLDER AND REGISTRATION RIGHTS AGREEMENT

This STOCKHOLDER AND REGISTRATION RIGHTS AGREEMENT, dated as of **[●],** 2022 (this "Agreement"), is by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Parent"), and ZimVie Inc., a Delaware corporation ("SpinCo"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, Parent currently owns all of the issued and outstanding shares of common stock, par value $0.01 per share, of SpinCo (the "SpinCo Shares");

WHEREAS, the board of directors of Parent has determined that it is appropriate and desirable to distribute at least eighty percent (80%) of the outstanding SpinCo Shares owned by Parent to Parent's shareholders, on a pro rata basis (the "Distribution");

WHEREAS, Parent intends for the Distribution to take place pursuant to a registration statement on a Form 10 (the "Distribution Registration Statement");

WHEREAS, Parent may Sell those SpinCo Shares that are not distributed in the Distribution (such SpinCo Shares, the "Retained Shares") through one or more transactions, including pursuant to one or more transactions registered under the Securities Act;

WHEREAS, SpinCo desires to grant to the Parent Group the Registration Rights for the Retained Shares and other Registrable Securities, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parent Group desires to grant SpinCo a proxy to vote the Retained Shares in proportion to the votes cast by SpinCo's other stockholders, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"Affiliate" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Agreement" shall have the meaning set forth in the Preamble.

"Ancillary Agreements" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Ancillary Filings" shall have the meaning set forth in Section 2.03(a)(i).

"Applicable Quarter" shall mean the first full financial accounting quarter beginning after the date of the Distribution; provided, that, if such full financial accounting quarter is the quarter ended December 31, then "Applicable Quarter" shall mean the year ended December 31.

"Blackout Notice" shall have the meaning set forth in Section 2.01(d).

"Blackout Period" shall have the meaning set forth in Section 2.01(d).

"Block Trade" means an Underwritten Offering not involving any "road show" which is commonly known as a "block trade."

"Change of Control" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Deadline" shall mean the date that is thirty (30) days after the due date for the Form 10-K or Form 10-Q (as applicable) for the Applicable Quarter; provided, that, if the Deadline pursuant to the foregoing sentence would fall on a date that is not a business day, then the Deadline shall be the next business day.

"Debt" shall mean any indebtedness of any member of the Parent Group, including debt securities, notes, credit facilities, credit agreements and other debt instruments, including, in each case, any amounts due thereunder.

"Demand Registration" shall have the meaning set forth in Section 2.01(a).

"Disadvantageous Condition" shall have the meaning set forth in Section 2.01(d).

"Dispute" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Distribution" shall have the meaning set forth in the Recitals.

"Distribution Date" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Distribution Registration Statement" shall have the meaning set forth in the Recitals.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Exchange Offer" shall mean an exchange offer of Registrable Securities for outstanding securities of a Holder.

"Governmental Authority" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Group" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Holder" shall mean any member of the Parent Group, so long as such Person holds any Registrable Securities, and any Permitted Transferee, so long as such Person holds any Registrable Securities.

"Indemnifying Party" shall have the meaning set forth in Section 2.07(c).

"Indemnitee" shall have the meaning set forth in Section 2.07(c).

"Initiating Holder" shall have the meaning set forth in Section 2.01(a).

"Law" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Loss" or "Losses" shall have the meaning set forth in Section 2.07(a).

"Offering Confidential Information" shall mean, with respect to a Piggyback Registration, (i) SpinCo's plan to file the relevant Registration Statement and engage in the offering being registered, (ii) any information regarding the offering being registered (including the potential timing, price, number of shares, underwriters or other counterparties, selling stockholders or plan of distribution) and (iii) any other information (including information contained in draft supplements or amendments to

offering materials) provided to any Holders by SpinCo (or by third parties) in connection with a Piggyback Registration; provided, that Offering Confidential Information shall not include information that (x) was or becomes generally available to the public (including as a result of the filing of the relevant Registration Statement) other than as a result of a disclosure by any Holder, (y) was or becomes available to any Holder from a source not bound by any confidentiality agreement with SpinCo or (z) was otherwise in such Holder's possession prior to it being furnished to such Holder by SpinCo or on SpinCo's behalf.

"Parent" shall have the meaning set forth in the Preamble.

"Parent Group" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Participating Banks" means such investment banks that engage in any Security Exchanges with one or more members of the Parent Group.

"Parties" shall mean the parties to this Agreement.

"Permitted Transferee" shall mean any Transferee and any Subsequent Transferee.

"Person" shall mean an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"Piggyback Registration" shall have the meaning set forth in Section 2.02(a).

"Private Exchange" shall mean a private exchange pursuant to which one or more members of the Parent Group shall Sell some or all of their Registrable Securities to one or more Participating Banks in exchange, directly or indirectly, for any equity interest of Parent or the satisfaction of Debt, in a transaction or series of transactions not required to be registered under the Securities Act.

"Prospectus" shall mean the prospectus included in any Registration Statement, all amendments and supplements to such prospectus (including, for the avoidance of doubt, any Takedown Prospectus Supplement), including post-effective amendments, and all other material incorporated by reference in such prospectus.

"Public Exchange" shall mean a public exchange pursuant to which one or more members of the Parent Group shall Sell some or all of their Registrable Securities to one or more Participating Banks in exchange, directly or indirectly, for any equity interest of Parent or the satisfaction of Debt, in a transaction or series of transactions registered under the Securities Act.

"Registrable Securities" shall mean the Retained Shares and any SpinCo Shares or other securities issued with respect to, in exchange for, or in replacement of such Retained Shares; provided, that the term "Registrable Securities" excludes any security (i) the offering and Sale of which has been effectively registered under the Securities Act and which has been Sold in accordance with a Registration Statement, (ii) that has been Sold by a Holder in a transaction or transactions exempt from the registration and prospectus delivery requirements of the Securities Act under Section 4(1) thereof (including transactions pursuant to Rule 144) such that the further Sale of such securities by the transferee or assignee is not restricted under the Securities Act or (iii) that has been Sold by a Holder in a transaction in which such Holder's rights under this Agreement are not, or cannot be, assigned.

"Registration" shall mean a registration with the SEC of the offer and Sale to the public of any Registrable Securities under a Registration Statement. The terms "Register", "Registered" and "Registering" shall have correlative meanings.

"Registration Expenses" shall mean all expenses incident to the SpinCo Group's performance of or compliance with this Agreement, including all (i) registration, qualification and filing fees, (ii) fees and expenses of compliance with securities or blue sky Laws (including reasonable fees and

disbursements of counsel in connection with blue sky qualifications within the United States of any Registrable Securities being registered), (iii) printing expenses, messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for Parent and SpinCo and customary fees and expenses for independent certified public accountants retained by the SpinCo Group (including the expenses of any comfort letters or costs associated with the delivery by the SpinCo Group members' independent certified public accountants of comfort letters customarily requested by underwriters) and (v) fees and expenses of listing any Registrable Securities on any securities exchange on which the SpinCo Shares are then listed and Financial Industry Regulatory Authority registration and filing fees; but excluding any internal expenses of the SpinCo Group (including all salaries and expenses of employees of members of the SpinCo Group performing legal or accounting duties).

"Registration Period" shall have the meaning set forth in Section 2.01(c).

"Registration Rights" shall mean the rights of the Holders to cause SpinCo to Register Registrable Securities pursuant to Article II.

"Registration Statement" shall mean any registration statement of SpinCo filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference into such registration statement. For the avoidance of doubt, it is acknowledged and agreed that such Registration Statement may be on any applicable form, including Form S-1, Form S-3, Form S-3ASR or Form S-4 and may be a Shelf Registration Statement.

"Retained Shares" shall have the meaning set forth in the Recitals.

"Sale" shall mean the direct or indirect transfer, sale, assignment or other disposition of a security. The terms "Sell" and "Sold" shall have correlative meanings.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

"Security Exchanges" shall mean one or more Public Exchanges or Private Exchanges.

"Separation" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Separation and Distribution Agreement" shall mean the Separation and Distribution Agreement by and between Parent and SpinCo in connection with the Separation and the Distribution, as it may be amended, modified or supplemented from time to time.

"Shelf Registration" means a registration pursuant to a Shelf Registration Statement.

"Shelf Registration Statement" shall mean a Registration Statement of SpinCo for an offering of Registrable Securities to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or similar provisions then in effect).

"SpinCo" shall have the meaning set forth in the Preamble.

"SpinCo Board" shall mean the board of directors of SpinCo.

"SpinCo Group" shall have the meaning given to such term in the Separation and Distribution Agreement.

"SpinCo Public Sale" shall have the meaning set forth in Section 2.02(a).

"SpinCo Shares" shall have the meaning set forth in the Preamble.

"Subsequent Transferee" shall have the meaning set forth in Section 4.05(b).

"Subsidiary" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Takedown Prospectus Supplement" shall have the meaning set forth in Section 2.01(g).

"Takedown Request" shall have the meaning set forth in Section 2.01(g).

"Tax Opinions/Rulings" shall have the meaning given to such term in the Tax Matters Agreement.

"Third Party" shall have the meaning given to such term in the Separation and Distribution Agreement.

"Transferee" shall have the meaning set forth in Section 4.05(b).

"Underwritten Offering" shall mean a Registration in which Registrable Securities are Sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

ARTICLE II

REGISTRATION RIGHTS

Section 2.01 Registration.

(a) Any Holder(s) of Registrable Securities (collectively, the "Initiating Holder") shall have the right (including, for the avoidance of doubt, in connection with its rights pursuant to Section 2.05) to request that SpinCo file a Registration Statement on behalf of itself or, in the case of the Parent Group, on behalf of the Participating Banks with the SEC on the appropriate registration form for all or part of the Registrable Securities held by such Initiating Holder, by delivering a written request thereof to SpinCo specifying the number of shares of Registrable Securities such Initiating Holder wishes to Register (a "Demand Registration"). SpinCo shall (i) within five (5) days of the receipt of such request, give written notice of such Demand Registration to all Holders of Registrable Securities, (ii) use its reasonable best efforts to prepare and file the Registration Statement as expeditiously as possible, but in any event within thirty (30) days of such request and (iii) use its reasonable best efforts to cause the Registration Statement to become effective in respect of each Demand Registration in accordance with the intended method of distribution set forth in the written request delivered by the Initiating Holder. SpinCo shall include in such Registration all Registrable Securities with respect to which SpinCo receives, within the ten (10) days immediately following the receipt by the Holder(s) of such notice from SpinCo, a request for inclusion in the Registration from the Holder(s) thereof. Each such request from a Holder of Registrable Securities for inclusion in the Registration shall also specify the aggregate amount of Registrable Securities proposed to be Registered. The Initiating Holder may request that the Registration Statement be on any appropriate form, including Form S-4 in the case of an Exchange Offer or an S-3 in the case of a Shelf Registration Statement, and SpinCo shall effect the Registration on the form so requested.

(b) There shall be no limitation on the number of Demand Registrations pursuant to Section 2.01(a) (including any exercise of rights to Demand Registration transferred pursuant to Section 4.05 and including any exercise of rights to Demand Registration made pursuant to any registration rights agreement entered into pursuant to Section 2.05); provided, however that the Holder(s) may not require SpinCo to effect a Demand Registration within sixty (60) days after the effective date of a previous registration by SpinCo, other than a Shelf Registration, effected pursuant to this Section 2.01 (it being understood that the Distribution Registration Statement shall not be treated as a Demand Registration). The Registrable Securities requested to be Registered pursuant to Section 2.01(a) must represent (i) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $10,000,000 (or its equivalent if the Registrable Securities are to be offered in an Exchange Offer) or (ii) all of the remaining Registrable Securities owned by the requesting Holder and its Affiliates.

(c) SpinCo shall be deemed to have effected a Registration for purposes of this Section 2.01 if the Registration Statement is declared effective by the SEC or becomes effective upon filing with the SEC and remains effective until the earlier of (i) the date when all Registrable Securities thereunder have been Sold and (ii) ninety (90) days from the effective date of the Registration Statement (such period, as applicable, the "Registration Period"). No Registration shall be deemed to have been effective if the conditions to closing specified in the underwriting agreement or dealer manager agreement, if any, entered into in connection with such Registration are not satisfied by reason of a wrongful act, misrepresentation or breach of such applicable underwriting agreement or dealer manager agreement by any member of the SpinCo Group. If during the Registration Period, such Registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other Governmental Authority or the need to update or supplement the Registration Statement, the Registration Period shall be extended on a day-for-day basis for any period in which the Holder(s) is unable to complete an offering as a result of such stop order, injunction or other order or requirement of the SEC or other Governmental Authority or as a result of such need to update or supplement the Registration Statement.

(d) With respect to any Registration Statement or Takedown Prospectus Supplement, whether filed or to be filed pursuant to this Agreement, if SpinCo shall reasonably determine, upon the advice of legal counsel, that maintaining the effectiveness of such Registration Statement or filing an amendment or supplement thereto (or, if no Registration Statement has yet been filed, filing such a Registration Statement), or filing such Takedown Prospectus Supplement, would (i) require the public disclosure of material nonpublic information concerning any transaction or negotiations involving SpinCo or any of its consolidated Subsidiaries that would materially interfere with such transaction or negotiations or (ii) require the public disclosure of material nonpublic information concerning SpinCo or any of its consolidated Subsidiaries that, if disclosed at such time, would be materially adverse to SpinCo (a "Disadvantageous Condition"), SpinCo may, for the shortest period reasonably practicable, and in any event for not more than sixty (60) consecutive days (a "Blackout Period"), notify the Holders whose offers and Sales of Registrable Securities are covered (or to be covered) by such Registration Statement or Takedown Prospectus Supplement that such Registration Statement is unavailable for use (or will not be filed as requested) (such notice, a "Blackout Notice"). Upon the receipt of any Blackout Notice, the Holders shall forthwith discontinue use of the Prospectus or Takedown Prospectus Supplement contained in any effective Registration Statement; provided, that, if at the time of receipt of such Blackout Notice any Holder shall have Sold its Registrable Securities (or have signed a firm commitment underwriting agreement with respect to the purchase of such shares) and the Disadvantageous Condition is not of a nature that would require a post-effective amendment to the Registration Statement or Takedown Prospectus Supplement, then SpinCo shall use its reasonable best efforts to take such action as to eliminate any restriction imposed by federal securities Laws on the timely delivery of such Registrable Securities; provided, further, that, if implementation of such Blackout Period would materially impair the ability of Parent or any member of the Parent Group to Sell its Registrable Securities in accordance with its or their intended method of distribution before the Deadline, then SpinCo may not impose such Blackout Period (and any Blackout Period then in effect shall automatically expire) and SpinCo shall as soon as reasonably possible revise, amend and/or supplement the Registration Statement, as applicable, so that it does not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. When any Disadvantageous Condition as to which a Blackout Notice has been previously delivered shall cease to exist, SpinCo shall promptly notify the Holders and take such actions in respect of such Registration Statement or Takedown Prospectus Supplement as are otherwise required by this Agreement. The Registration Period for any Registration Statement for which SpinCo has given notice of a Blackout Period shall be increased by the length of time of such Blackout Period. SpinCo shall not impose, in any 365-day period, Blackout Periods lasting, in the aggregate, in excess of sixty (60) days. If SpinCo declares a Blackout Period with respect to a Demand Registration for a Registration Statement that has not yet been declared effective or a Takedown Request for which a Takedown Prospectus Supplement has not yet been filed, (i) the Holders may by notice to SpinCo withdraw the related Demand Registration request or Takedown Request, and (ii) the Holders shall not be responsible for any of SpinCo's related Registration Expenses.

(e) If the Initiating Holder so indicates at the time of its request pursuant to Section 2.01(a) or Section 2.01(g), such offering of Registrable Securities shall be in the form of an Underwritten Offering or an Exchange Offer, and SpinCo shall include such information in the written notice to the Holders required under Section 2.01(a). In the event that the Initiating Holder intends to Sell the Registrable Securities by means of an Underwritten Offering or Exchange Offer, the right of any Holder to include Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering or Exchange Offer and the inclusion of such Holder's Registrable Securities in the Underwritten Offering or the Exchange Offer to the extent provided herein.

(f) If the managing underwriter or underwriters of a proposed Underwritten Offering of Registrable Securities included in a Registration pursuant to this Section 2.01 inform(s) in writing the Holders participating in such Registration that, in its or their opinion, the number of securities requested to be included in such Registration exceeds the number that can be Sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, the number of Registrable Securities to be included in such Registration shall be reduced to the maximum number recommended by the managing underwriter or underwriters and allocated (i) first, Registrable Securities requested by any member of the Parent Group participating in the Underwritten Offering, (ii) second, Registrable Securities requested by all other Holders to be included in the Underwritten Offering on a pro rata basis calculated among the other Holders, including the Initiating Holder (other than any member of the Parent Group), in proportion to the number of Registrable Securities each Holder has requested to be included in such Registration; provided, that if the foregoing would result in a reduction of the Registrable Securities of the Initiating Holder to be included in such Registration, the Initiating Holder may notify SpinCo in writing that the Registration Statement shall be abandoned or withdrawn, in which event SpinCo shall abandon or withdraw such Registration Statement and (iii) third, all other Registrable Securities requested and otherwise eligible to be included in such Underwritten Offering (including Registrable Securities to be sold for the account of the SpinCo) on a pro rata basis calculated based on the number of shares requested to be Registered. In the event the Initiating Holder notifies SpinCo that such Registration Statement shall be abandoned or withdrawn, such Holder shall not be deemed to have requested a Demand Registration pursuant to Section 2.01(a), and SpinCo shall not be deemed to have effected a Demand Registration pursuant to Section 2.01(b) with respect to such abandoned or withdrawn Registration Statement.

(g) With respect to any Demand Registration, the requesting Holders may request that SpinCo effect a Registration of the Registrable Securities under a Shelf Registration, in which event SpinCo shall file, and shall thereafter use its reasonable best efforts to make and keep effective in accordance with Section 2.01(c) (including by filing any post-effective amendments or prospectus supplements as required by law or renewing or refiling upon expiration), a Shelf Registration Statement. Thereafter, SpinCo shall, within five (5) days of the receipt of the written request of Holders for a resale of Registrable Securities (a "Takedown Request"), give written notice of such Takedown Request to all Holders of Registrable Securities included on such Shelf Registration and shall file a prospectus supplement (a "Takedown Prospectus Supplement") to such Shelf Registration Statement under Rule 424 promulgated under the Securities Act with respect to resales of the Registrable Securities pursuant to Holder's intended method of distribution thereof. Each Takedown Request shall specify the Registrable Securities to be registered, their aggregate amount and the intended method or methods of distribution thereof. There shall be no limitations on the number of Underwritten Offerings pursuant to a Shelf Registration. Notwithstanding anything else to the contrary in this Agreement, the requirement to deliver a Takedown Notice and the piggyback rights described in this Section 2.01(g) shall not apply to an Underwritten Offering that constitutes a block trade.

Section 2.02 Piggyback Registrations.

(a) If SpinCo proposes to file a Registration Statement (other than a Shelf Registration) or a Prospectus supplement filed pursuant to a Shelf Registration Statement under the Securities Act with respect to any offering of such securities for its own account (other than (i) a Registration or Takedown Prospectus Supplement under Section 2.01, (ii) a Registration pursuant to a Registration Statement on Form S-8 or Form S-4 or similar form that relates to a transaction subject to Rule 145 under the Securities Act, (iii) in connection with any dividend reinvestment or similar plan, (iv) for the sole purpose of offering securities to another entity or its security holders in connection with the acquisition of assets or securities of such entity or any similar transaction or (v) a Registration in which the only SpinCo Shares being registered are SpinCo Shares issuable upon conversion of debt securities that are also being registered) (a "SpinCo Public Sale")), then, as soon as practicable, but in any event not less than fifteen (15) days prior to the proposed date of filing such Registration Statement, SpinCo shall give written notice of such proposed filing to each Holder, and such notice shall offer such Holders the opportunity to Register under such Registration Statement such number of Registrable Securities as each such Holder may request in writing (a "Piggyback Registration"). Subject to Section 2.02(b) and Section 2.02(c), SpinCo shall use its reasonable best efforts to include in a Registration Statement with respect to a SpinCo Public Sale all Registrable Securities that are requested to be included therein within five (5) business days after the written receipt of any such notice; provided, however, that if, at any time after giving written notice of its intention to Register any securities and prior to the effective date of the Registration Statement filed in connection with such Registration, SpinCo shall determine for any reason not to Register or to delay Registration of the SpinCo Public Sale, SpinCo may, at its election, give written notice of such determination to each such Holder and, thereupon, (x) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration, without prejudice, however, to the rights of any Holder to request that such Registration be effected as a Demand Registration under Section 2.01 and (y) in the case of a determination to delay Registration, shall be permitted to delay Registering any Registrable Securities for the same period as the delay in Registering such other SpinCo Shares in the SpinCo Public Sale. No Registration effected under this Section 2.02 shall relieve SpinCo of its obligation to effect any Demand Registration under Section 2.01. If the offering pursuant to a Registration Statement pursuant to this Section 2.02 is to be an Underwritten Offering, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and SpinCo shall use reasonable best efforts to coordinate arrangements with the underwriters so that each such Holder may, participate in such Underwritten Offering. If the offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and SpinCo shall use reasonable best efforts to coordinate arrangements so that each such Holder may, participate in such offering on such basis. For purposes of clarification, SpinCo's filing of a Shelf Registration Statement shall not be deemed to be a SpinCo Public Sale; provided, however, that any prospectus supplement filed pursuant to a Shelf Registration Statement with respect to an offering of SpinCo Shares for its own account and/or for the account of any other Persons will be a SpinCo Public Sale, unless such offering qualifies for an exemption from the SpinCo Public Sale definition in this Section 2.02(a); provided, further that if SpinCo files a Shelf Registration for its own account and/or for the account of any other Persons, SpinCo agrees that it shall use its reasonable best efforts to include in such Registration Statement such disclosures as may be required by Rule 430B under the Securities Act in order to ensure that the Holders may be added to such Shelf Registration at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

(b) In the case of any Underwritten Offering, each Holder shall have the right to withdraw such Holder's request for inclusion of its Registrable Securities in such Underwritten Offering pursuant to Section 2.02(a) at any time prior to the execution of an underwriting

agreement with respect thereto by giving written notice to SpinCo of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration at any time prior to the effective date thereof.

(c) If the managing underwriter or underwriters of any proposed Underwritten Offering of a class of Registrable Securities included in a Piggyback Registration informs SpinCo and each Holder in writing that, in its or their opinion, the number of securities of such class that such Holder and any other Persons intend to include in such offering exceeds the number that can be Sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Registration shall be (i) first, all securities of SpinCo or any other Persons for whom SpinCo is effecting the Underwritten Offering, as the case may be, proposes to Sell; (ii) second, Registrable Securities requested by Parent to be included in such Underwritten Offering; (iii) third, Registrable Securities requested by all other Holders to be included in such Underwritten Offering on a pro rata basis calculated based on the number of shares requested to be registered and (iv) fourth, all other securities requested and otherwise eligible to be included in such Underwritten Offering (including securities to be sold for the account of Parent) on a pro rata basis calculated based on the number of shares requested to be Registered.

(d) In any Underwritten Offering pursuant to Section 2.01 or Section 2.02 that is not a SpinCo Public Sale, Parent, in the event Parent is participating in such Underwritten Offering, or the Holders of a majority of the outstanding Registrable Securities being included in the Underwritten Offering or Exchange Offer, in the event Parent is not participating in such Underwritten Offering or Exchange Offer, shall select the underwriter(s), dealer-manager(s), financial printer, solicitation and/or exchange agent (if any) and Holder's counsel for such Underwritten Offering or Exchange Offer. In any SpinCo Public Sale, SpinCo shall select the underwriter(s), dealer-manager(s), financial printer, solicitation and/or exchange agent (if any) and Parent, in the event Parent is participating in such Underwritten Offering or Exchange Offer, or the Holders of a majority of the outstanding Registrable Securities being included in the SpinCo Public Sale, in the event Parent is not participating in such Underwritten Offering or Exchange Offer, shall select counsel to the Holder(s).

Section 2.03 Registration Procedures.

(a) In connection with SpinCo's Registration obligations under Section 2.01 and Section 2.02, SpinCo shall use its reasonable best efforts to effect such Registration to permit the offer and Sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith, SpinCo shall, and shall cause the members of the SpinCo Group to:

(i) prepare and file the required Registration Statement or Takedown Prospectus Supplement, including all exhibits and financial statements and, in the case of an Exchange Offer, any document required under Rule 425 or Rule 165 with respect to such Exchange Offer (collectively, the "Ancillary Filings") required under the Securities Act to be filed therewith, and before filing with the SEC a Registration Statement or Prospectus, or any amendments or supplements thereto, (A) furnish to the underwriters or dealer managers, if any, and to the Holders, copies of all documents prepared to be filed, which documents shall be subject to the review and comment of such underwriters or dealer managers and such Holders and their respective counsel, and provide such underwriters or dealer managers, if any, and such Holders and their respective counsel reasonable time to review and comment thereon and (B) not file with the SEC any Registration Statement or Prospectus or amendments or supplements thereto or any Ancillary Filing to which the Holders or the underwriters or dealer managers, if any, shall reasonably object;

(ii) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and supplements to the Prospectus and any Ancillary Filing as may be reasonably requested by the participating Holders;

(iii) promptly notify the participating Holders and the managing underwriters or dealer managers, if any, and, if requested, confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by any member of the SpinCo Group (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, or any Ancillary Filing has been filed, (B) of any comments (written or oral) by the SEC or any request (written or oral) by the SEC or any other Governmental Authority for amendments or supplements to such Registration Statement, such Prospectus or any Ancillary Filing, or for any additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement, any order preventing or suspending the use of any preliminary or final Prospectus or any Ancillary Filing, or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties (written or oral) in any applicable underwriting agreement or dealer manager agreement cease to be true and correct in all material respects and (E) of the receipt by any member of the SpinCo Group of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or Sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(iv) (A) promptly notify each participating Holder and the managing underwriter(s) or dealer manager(s), if any, when SpinCo becomes aware of the occurrence of any event as a result of which the applicable Registration Statement, the Prospectus included in such Registration Statement (as then in effect) or any Ancillary Filing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading, or if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement, Prospectus or any Ancillary Filing in order to comply with the Securities Act, and (B) in either case, as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to each participating Holder and the underwriter(s) or dealer manager(s), if any, an amendment or supplement to such Registration Statement, Prospectus or Ancillary Filing that will correct such statement or omission or effect such compliance;

(v) use its reasonable best efforts to prevent or obtain the withdrawal of any stop order or other order suspending the use of any preliminary or final Prospectus;

(vi) promptly (A) incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriter(s) or dealer manager(s), if any, and the Holders may reasonably request in order to permit the intended method of distribution with respect to such Registrable Securities and (B) make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(vii) furnish to each participating Holder and each underwriter or dealer manager, if any, without charge, as many conformed copies as such Holder or underwriter or dealer manager may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, but excluding all documents and exhibits (A) incorporated therein by reference or (B) that are available via the SEC's EDGAR system;

(viii) deliver to each participating Holder and each underwriter or dealer manager, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus) and any amendment or supplement thereto as such Holder or underwriter or dealer manager may reasonably request (it being understood that SpinCo consents to the use of such Prospectus or any amendment or supplement thereto by each participating Holder and the underwriter(s)

or dealer manager(s), if any, in connection with the offering and Sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such participating Holder or underwriter or dealer manager may reasonably request in order to facilitate the Sale of the Registrable Securities by such Holder or underwriter or dealer manager;

(ix) on or prior to the date on which the applicable Registration Statement is declared effective or becomes effective, use its reasonable best efforts to register or qualify, and cooperate with each participating Holder, the managing underwriter(s) or dealer manager(s), if any, and their respective counsel, in connection with the registration or qualification of, such Registrable Securities for offer and Sale under the securities or "blue sky" Laws of each state and other jurisdiction of the United States as any participating Holder or managing underwriter(s) or dealer manager(s), if any, or their respective counsel reasonably request, and in any foreign jurisdiction mutually agreeable to SpinCo and the participating Holders, and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and so as to permit the continuance of offers and Sales and dealings in such jurisdictions for so long as may be necessary to complete the distribution of the Registrable Securities covered by the Registration Statement; provided that SpinCo will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject or conform its capitalization or the composition of its assets at the time to the securities or blue sky Laws of any such jurisdiction;

(x) in connection with any Sale of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with each participating Holder and the managing underwriter(s) or dealer manager(s), if any, to (A) facilitate the timely preparation and delivery of certificates representing Registrable Securities to be Sold and not bearing any restrictive Securities Act legends and (B) register such Registrable Securities in such denominations and such names as such participating Holder or the underwriter(s) or dealer manager(s), if any, may request at least two (2) business days prior to such Sale of Registrable Securities; provided that SpinCo may satisfy its obligations hereunder without issuing physical stock certificates through the use of the Depository Trust Company's Direct Registration System;

(xi) cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority and each securities exchange, if any, on which any of SpinCo's securities are then listed or quoted and on each inter-dealer quotation system on which any of SpinCo's securities are then quoted, and in the performance of any due diligence investigation by any underwriter or dealer manager (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of each such exchange, and use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other Governmental Authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s) or dealer manager(s), if any, to consummate the Sale of such Registrable Securities;

(xii) no later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with the Depository Trust Company; provided, that SpinCo may satisfy its obligations hereunder without issuing physical stock certificates through the use of the Depository Trust Company's Direct Registration System;

(xiii) obtain for delivery to and addressed to each participating Holder and to the underwriter(s) or dealer manager(s), if any, opinions from outside counsel for SpinCo, in each case dated the effective date of the Registration Statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement or, in the event of an Exchange Offer, the date of the closing under the dealer manager agreement or similar agreement or otherwise, and in each such case in customary form and content for the type of Underwritten Offering or Exchange Offer, as applicable;

(xiv) in the case of an Underwritten Offering or Exchange Offer, obtain for delivery to and addressed to SpinCo and the managing underwriter(s) or dealer manager(s), if any, and, to the extent requested, each participating Holder, a cold comfort letter from SpinCo's independent registered public accounting firm in customary form and content for the type of Underwritten Offering or Exchange Offer, dated the date of execution of the underwriting agreement or dealer manager agreement or, if none, the date of commencement of the Exchange Offer, and brought down to the closing, whether under the underwriting agreement or dealer manager agreement, if applicable, or otherwise;

(xv) in the case of an Exchange Offer that does not involve a dealer manager, provide to each participating Holder such customary written representations and warranties or other covenants or agreements as may be requested by any participating Holder comparable to those that would be included in an underwriting or dealer manager agreement;

(xvi) use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as soon as reasonably practicable, but in any event no later than ninety (90) days, after the end of the 12-month period beginning with the first day of SpinCo's first quarter commencing after the effective date of the applicable Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and covering the period of at least twelve (12) months, but not more than eighteen (18) months, beginning with the first month after the effective date of the Registration Statement;

(xvii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xviii) cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of SpinCo's securities are then listed or quoted and on each inter-dealer quotation system on which any of SpinCo's securities are then quoted;

(xix) provide (A) each Holder participating in the Registration, (B) the underwriters (which term, for purposes of this Agreement, shall include any Person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act), if any, of the Registrable Securities to be registered, (C) the Sale or placement agent therefor, if any, (D) the dealer manager therefor, if any, (E) counsel for such Holder, underwriters, agent, or dealer manager and (F) any attorney, accountant or other agent or representative retained by such Holder or any such underwriter or dealer manager, as selected by such Holder, in each case, the opportunity to participate in the preparation of such Registration Statement, each Prospectus included therein or filed with the SEC, and each amendment or supplement thereto; and for a reasonable period prior to the filing of such Registration Statement, upon execution of a customary confidentiality agreement, make available for inspection upon reasonable notice at reasonable times and for reasonable periods, by the parties referred to in clauses (A) through (F) above, all pertinent financial and other records, pertinent corporate and other documents and properties of the SpinCo Group that are available to SpinCo, and cause all of the SpinCo Group's officers, directors and employees and the independent public accountants who have certified its financial statements to make themselves available at reasonable times and for reasonable periods to discuss the business of SpinCo and to supply all information available to SpinCo reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence or other responsibility, subject to the foregoing;

(xx) cause the senior executive officers of SpinCo to participate at reasonable times and for reasonable periods in the customary "road show" presentations that may be reasonably requested by the managing underwriter(s) or dealer manager(s), if any, and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto;

(xxi) comply with all requirements of the Securities Act, Exchange Act and other applicable Laws, rules and regulations, as well as all applicable stock exchange rules; and

(xxii) take all other customary steps reasonably necessary or advisable to effect the Registration and distribution of the Registrable Securities contemplated hereby.

(b) As a condition precedent to any Registration hereunder, SpinCo may require each Holder as to which any Registration is being effected to furnish to SpinCo such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as SpinCo may from time to time reasonably request in writing. Each such Holder agrees to furnish such information to SpinCo and to cooperate with SpinCo as reasonably necessary to enable SpinCo to comply with the provisions of this Agreement.

(c) Each Holder shall, as promptly as reasonably practicable, notify SpinCo, at any time when a Prospectus is required to be delivered (or deemed delivered) under the Securities Act, of the occurrence of an event, of which such Holder has knowledge, relating to such Holder or its Sale of Registrable Securities thereunder requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered (or deemed delivered) to the purchasers of such Registrable Securities, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(d) Parent agrees (on behalf of itself and each member of the Parent Group), and any other Holder agrees by acquisition of such Registrable Securities, that, upon receipt of any written notice from SpinCo of the occurrence of any event of the kind described in Section 2.03(a)(iv), such Holder will forthwith discontinue Sales of Registrable Securities pursuant to such Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.03(a)(iv), or until such Holder is advised in writing by SpinCo that the use of the Prospectus may be resumed, and if so directed by SpinCo, such Holder will deliver to SpinCo, at SpinCo's expense, all copies of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event SpinCo shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice through the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus contemplated by Section 2.03(a)(iv) or is advised in writing by SpinCo that the use of the Prospectus may be resumed.

Section 2.04 Underwritten Offerings or Exchange Offers.

(a) If requested by the managing underwriter(s) for any Underwritten Offering or dealer manager(s) for any Exchange Offer that is requested by Holders pursuant to a Demand Registration or Takedown Request under Section 2.01, SpinCo shall enter into an underwriting agreement or dealer manager agreement, as applicable, with such underwriter(s) or dealer manager(s) for such offering, such agreement to be reasonably satisfactory in substance and form to SpinCo and the underwriter(s) or dealer manager(s) and, if Parent Group is a participating Holder, to Parent Group. Such agreement shall contain such representations and warranties by SpinCo and such other terms as are generally prevailing in agreements of that type. Each Holder with Registrable Securities to be included in any Underwritten Offering or Exchange Offer by such underwriter(s) or dealer manager(s) shall enter into such underwriting agreement or dealer manager agreement at the request of SpinCo, which agreement shall contain such reasonable representations and warranties by the Holder and such other reasonable terms as are generally prevailing in agreements of that type.

(b) To the extent requested in writing by the managing underwriter or underwriters of any Underwritten Offering, SpinCo agrees not to, and shall exercise reasonable

best efforts to obtain agreements (in the underwriters' customary form) from its directors, executive officers and beneficial owners of five percent (5%) or more of SpinCo Shares not to, directly or indirectly offer, Sell, pledge, contract to Sell (including any short Sale), grant any option to purchase or otherwise Sell any equity securities of SpinCo or enter into any hedging transaction relating to any equity securities of SpinCo during the ninety (90) days beginning on pricing date of such Underwritten Offering (except as part of such Underwritten Offering or any Distribution or pursuant to registrations on Form S-8 or S-4 or any successor forms thereto) unless the managing underwriter or underwriters otherwise agree to a shorter period.

(c) No Holder may participate in any Underwritten Offering or Exchange Offer hereunder unless such Holder (i) agrees to Sell such Holder's securities on the basis provided in any underwriting arrangements or dealer manager agreements approved by SpinCo or other Persons entitled to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, dealer manager agreements and other documents reasonably required under the terms of such underwriting arrangements or dealer manager agreements or this Agreement.

Section 2.05 Registration Rights Agreement with Participating Banks.

If one or more members of the Parent Group decides to engage in a Security Exchange with one or more Participating Banks, SpinCo shall enter into a registration rights agreement with the Participating Banks in connection with such Security Exchange on terms and conditions consistent with this Agreement (other than the voting provisions contained in Article III hereof) and reasonably satisfactory to SpinCo and the Parent Group.

Section 2.06 Registration Expenses Paid by Parent.

In the case of any Registration of Registrable Securities required pursuant to this Agreement, Parent shall pay all Registration Expenses regardless of whether the Registration Statement becomes effective. Parent shall also pay (a) any fees or disbursements of any Holder, (b) all expenses incurred in connection with the printing, mailing and delivering of copies of any Registration Statement, any Prospectus, any other offering documents and any amendments and supplements thereto to any underwriters and dealers, (c) any underwriting discounts, fees or commissions attributable to the offer and Sale of any Registrable Securities, (d) any fees and expenses of the underwriters or dealer managers, the cost of preparing, printing or producing any agreements among underwriters, underwriting agreements and blue sky or legal investment memoranda, (e) any selling agreements and any other similar documents in connection with the offering, Sale, distribution or delivery of the Registrable Securities or other SpinCo Shares to be Sold, including any fees of counsel for any underwriters in connection with the qualification of the Registrable Securities or other SpinCo Shares to be Sold for offering and Sale or distribution under state securities Laws, any stock transfer taxes, out-of-pocket costs and expenses relating to any investor presentations on any "road show" presentations undertaken in connection with marketing of the Registrable Securities and (f) any fees and expenses of any counsel to the Holder or the underwriters or dealer managers.

Section 2.07 Indemnification.

(a) SpinCo agrees to indemnify, defend and hold harmless, to the full extent permitted by applicable Law, each Holder whose shares are included in a Registration Statement, such Holder's Affiliates and their respective officers, directors, agents, advisors, employees and each Person, if any, who controls (within the meaning of the Securities Act or the Exchange Act) such Holder, from and against any and all losses, claims, damages, liabilities (or actions or proceedings in respect thereof, whether or not such indemnified party is a party thereto) and expenses, joint or several (including reasonable costs of investigation and legal expenses) (each, a "Loss" and collectively, "Losses") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the offering and Sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any

such statement made in any free writing prospectus (as defined in Rule 405 under the Securities Act) that SpinCo has filed or is required to file pursuant to Rule 433(d) of the Securities Act or any Ancillary Filing or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; provided, however that with respect to any untrue statement or omission or alleged untrue statement or omission made in any Prospectus, the indemnity agreement contained in this paragraph shall not apply to the extent that any such liability or Loss results from or arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to SpinCo by or on behalf of the Indemnitee (as hereinafter defined), in either case expressly for use in such Registration Statement, Prospectus, free writing prospectus or Ancillary Filing relating to such Holder's Registrable Securities. This indemnity shall be in addition to any liability SpinCo may otherwise have, including under the Separation and Distribution Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the Sale of such securities by such Holder.

(b) Each participating Holder whose Registrable Securities are included in a Registration Statement agrees (severally and not jointly) to indemnify, defend and hold harmless, to the full extent permitted by applicable Law, SpinCo, its directors, officers, agents, advisors, employees and each Person, if any, who controls (within the meaning of the Securities Act and the Exchange Act) SpinCo from and against any and all Losses arising out of or based upon any untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement, or the Prospectus included therein, in reliance upon and in conformity with information furnished in writing to SpinCo by such Holder or on such Holder's behalf, in either case expressly for use in such Registration Statement, Prospectus, free writing prospectus or Ancillary Filing relating to such Holder's Registrable Securities. This indemnity shall be in addition to any liability the participating Holder may otherwise have, including under the Separation and Distribution Agreement. In no event shall the liability of any participating Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder under the Sale of the Registrable Securities giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of SpinCo or any indemnified party.

(c) Any claim or action with respect to which a Party (an "Indemnifying Party") may be obligated to provide indemnification to any Person entitled to indemnification hereunder (an "Indemnitee") shall be subject to the procedures and other provisions for indemnification set forth in Article IV of the Separation and Distribution Agreement.

(d) If for any reason the indemnification provided for in Section 2.07(a) or Section 2.07(b) is unavailable to an Indemnitee or insufficient to hold it harmless as contemplated by Section 2.07(a) or Section 2.07(b), then the Indemnifying Party shall contribute to the amount paid or payable by the Indemnitee as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and the Indemnitee on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or the Indemnitee and the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. For the avoidance of doubt, the establishment of such relative fault, and any disagreements or disputes relating thereto, shall be subject to Section 4.04. Notwithstanding anything in this Section 2.07(d) to the contrary, no Indemnifying Party (other than SpinCo) shall be required pursuant to this Section 2.07(d) to contribute any amount in excess of the amount by which the net proceeds received by such Indemnifying Party from the Sale of Registrable Securities in the offering to which the Losses of the Indemnitees relate (before deducting expenses, if any) exceeds the amount of any damages which such Indemnifying Party has otherwise been required to pay by reason of such untrue statement or omission. The Parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.07(d) were determined by pro rata allocation or by any other method of allocation that

does not take account of the equitable considerations referred to in this Section 2.07(d). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an Indemnitee hereunder shall be deemed to include, for purposes of this Section 2.07(d), any legal or other expenses reasonably incurred by such Indemnitee in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. If indemnification is available under this Section 2.07, the Indemnifying Parties shall indemnify each Indemnitee to the full extent provided in Section 2.07(a) and Section 2.07(b) without regard to the relative fault of said Indemnifying Parties or Indemnitee. Any Holders' obligations to contribute pursuant to this Section 2.07(d) are several and not joint.

Section 2.08 Reporting Requirements; Rule 144.

Until the earlier of (a) the expiration or termination of this Agreement in accordance with its terms and (b) the date upon which there cease to be any Holders of Registrable Securities, SpinCo shall use its reasonable best efforts to be and remain in compliance with the periodic filing requirements imposed under the SEC's rules and regulations, including the Exchange Act, and any other applicable Laws or rules, and thereafter shall timely file such information, documents and reports as the SEC may require or prescribe under Sections 13, 14 and 15(d), as applicable, of the Exchange Act so that SpinCo will qualify for registration on Form S-3 and to enable the Holders to Sell Registrable Securities without registration under the Securities Act consistent with the exemptions from registration under the Securities Act provided by (i) Rule 144 or Regulation S under the Securities Act, as amended from time to time, or (ii) any similar SEC rule or regulation then in effect. From and after the date hereof through such earlier date, SpinCo shall forthwith upon request furnish any Holder (x) a written statement by SpinCo as to whether it has complied with such requirements and, if not, the specifics thereof, (y) a copy of the most recent annual or quarterly report of SpinCo and (z) such other reports and documents filed by SpinCo with the SEC as such Holder may reasonably request in availing itself of an exemption for the offering and Sale of Registrable Securities without registration under the Securities Act.

Section 2.09 Registration Rights Covenant.

SpinCo covenants that it will not, and it will cause the members of the SpinCo Group not to, grant any right of registration under the Securities Act relating to the SpinCo Shares or any of its other securities to any Person other than pursuant to this Agreement, unless the rights so granted to another Person do not limit or restrict the rights of the Holder(s) hereunder. If SpinCo enters into any agreement after the date hereof granting any Person registration rights with respect to any security of SpinCo which agreement contains any material provisions more favorable to such Person than those set forth in this Agreement, SpinCo will notify Parent and will agree to such amendments to this Agreement as may be necessary to provide these rights to Parent, at Parent's election.

ARTICLE III

VOTING RESTRICTIONS; TRANSFERABILITY

Section 3.01 Voting of SpinCo Shares.

(a) From the date of this Agreement and until the date that the Parent Group ceases to own any Retained Shares, Parent shall, and shall cause each member of the Parent Group to (in each case, to the extent that they own any Retained Shares), be present, in person or by proxy, at each and every SpinCo stockholder meeting, and otherwise to cause all Retained Shares owned by them to be counted as present for purposes of establishing a quorum at any such meeting, and to vote or consent on any matter (including waivers of contractual or statutory rights), or cause to be voted or consented on any such matter, all such Retained Shares in proportion to the votes cast by the other holders of SpinCo Shares on such matter.

(b) From the date of this Agreement and until the date that the Parent Group ceases to own any Retained Shares, Parent hereby grants, and shall cause each member of the Parent Group (in each case, to the extent that they own any Retained Shares) to grant, an irrevocable proxy, which shall be deemed coupled with an interest sufficient in Law to support an irrevocable proxy to SpinCo or its designees, to vote, with respect to any matter (including waivers of contractual or statutory rights), all Retained Shares owned by them, in proportion to the votes cast by the other holders of SpinCo Shares on such matter; provided, that (i) such proxy shall automatically be revoked as to a particular Retained Share upon any Sale of such Retained Share from a member of the Parent Group to a Person other than a member of the Parent Group and (ii) nothing in this Section 3.01(b) shall limit or prohibit any such Sale.

(c) Parent acknowledges and agrees (on behalf of itself and each member of the Parent Group) that SpinCo will be irreparably damaged in the event any of the provisions of this Article III are not performed by Parent in accordance with their terms or are otherwise breached. Accordingly, it is agreed that SpinCo shall be entitled to an injunction to prevent breaches of this Article III and to specific enforcement of the provisions of this Article III in any action instituted in any court of the United States or any state having subject matter jurisdiction over such action.

Section 3.02 Transferability. It is the mutual objective of the Parties to provide the Parent Group with the greatest liquidity feasible so as to be able to achieve a clean exit at the highest valuation and with the least disruption to either Parent or SpinCo. Therefore, in light of the foregoing, the Parties have agreed as follows: SpinCo and the SpinCo Board shall not take any action that would interfere with the ability of the Parent Group to Sell the Registrable Securities, whether pursuant to a Registration or otherwise. Without limiting the generality of the foregoing, SpinCo and the SpinCo Board agree (a) not to adopt a shareholder rights plan or similar plan or agreement unless such plan by its terms exempts or, at the time of adoption of such plan SpinCo and the SpinCo Board take action to exempt, any Transferee to whom one or more members of the Parent Group Sells any Registrable Securities (and any Subsequent Transferee to whom such Transferee may Sell Registrable Securities, and similarly to any further Subsequent Transferee); (b) to take all actions necessary to ensure that no state anti-takeover law in any way restricts any Permitted Transferee, in each case from acquiring Registrable Securities pursuant to such Sale or any accumulation of SpinCo Shares or other securities of SpinCo by the Permitted Transferee up to and including an aggregate beneficial ownership of SpinCo Shares and other securities of SpinCo of [19.9]%, provided that, these clauses (a) and (b) shall only be applicable for one Permitted Transferee at a time; and (c) to assist, cooperate with and act as necessary or appropriate to facilitate the Parent Group's investigation and implementation of a Sale of Registrable Securities; it being understood that SpinCo and the SpinCo Board shall take no action to interfere with or impede and shall in all respects facilitate as requested any tax-free exchange of the Registrable Securities such as a debt-for-equity or equity-for-equity exchanges, including facilitating the completion of any such transactions by the Deadline and otherwise in accordance with the Tax Opinions/Rulings.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Further Assurances.

In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall cooperate with each other and use (and cause its respective Subsidiaries and Affiliates to use) reasonable best efforts, prior to, on and after the date hereof, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement.

Section 4.02 Term and Termination.

This Agreement shall terminate at such time as there are no Registrable Securities, except for provisions of Section 2.06 and Section 2.07 and all of this Article IV, which shall survive any such termination.

Section 4.03 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto or the parties thereto, respectively, and delivered to the other Party.

(b) This Agreement and the Exhibit hereto contain the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to such subject matter other than those set forth or referred to herein or therein.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(d) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person.

Section 4.04 Disputes and Governing Law.

(a) Any Dispute shall be resolved in accordance with the procedures set forth in Article VII of the Separation and Distribution Agreement, which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified in this Agreement or in Article VII of the Separation and Distribution Agreement.

(b) This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(c) THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO TRIAL BY JURY.

Section 4.05 Successors, Assigns and Transferees.

(a) The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted assigns. SpinCo may assign this Agreement at any time in connection with a Sale or acquisition of SpinCo, whether by merger, consolidation, sale of all or substantially all of SpinCo's assets, or similar transaction, without the consent of the Holders; provided that the successor or acquiring Person agrees in writing to assume all of SpinCo's rights and obligations under this Agreement. Parent may assign this Agreement to any member of the Parent Group or at any time in connection with a Sale or acquisition of Parent, whether by merger, consolidation, sale of all or substantially all of Parent's assets, or similar transaction, without the consent of SpinCo.

(b) In connection with the Sale of Registrable Securities, Parent may assign its Registration-related rights and obligations under this Agreement relating to such Registrable Securities to the following transferees in such Sale: (i) a member of the Parent Group to which Registrable Securities are Sold, (ii) one or more Participating Banks to which Registrable Securities are Sold, (iii) any other transferee to which Registrable Securities are Sold, if SpinCo provides prior written consent to the transfer of such Registration-related rights and obligations along with the Sale of Registrable Securities or (iv) any other transferee that acquires at least five percent (5%) of the number of Registrable Securities beneficially owned by Parent immediately following the completion of the Distribution; provided, that in the case of clauses (i), (ii), (iii) or (iv), (x) SpinCo is given written notice prior to or at the time of such Sale stating the name and address of the transferee and identifying the securities with respect to which the Registration-related rights and obligations are being Sold and (y) the transferee executes a counterpart in the form attached hereto as Exhibit A and delivers the same to SpinCo (any such transferee in such Sale, a "Transferee"). In connection with the Sale of Registrable Securities, a Transferee or Subsequent Transferee (as defined below) may assign its Registration-related rights and obligations under this Agreement relating to such Registrable Securities to the following subsequent transferees: (A) an Affiliate of such Transferee to which Registrable Securities are Sold, (B) any subsequent transferee to which Registrable Securities are Sold, if SpinCo provides prior written consent to the transfer of such Registration-related rights and obligations along with the Sale of Registrable Securities or (C) any other subsequent transferee that acquires at least five percent (5%) of the number of Registrable Securities beneficially owned by Parent immediately following the completion of the Distribution; provided, that in the case of clauses (A), (B) or (C), (x) SpinCo is given written notice prior to or at the time of such Sale stating the name and address of the subsequent transferee and identifying the securities with respect to which the Registration-related rights and obligations are being assigned and (y) the subsequent transferee executes a counterpart in the form attached hereto as Exhibit A and delivers the same to SpinCo (any such subsequent transferee, a "Subsequent Transferee").

Section 4.06 Third-Party Beneficiaries.

Except for any Person expressly entitled to indemnification rights under this Agreement, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and parties thereto, respectively, and are not intended to confer upon any other Person any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 4.07 Notices.

All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or electronic mail ("e-mail"), so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.07):

If to Parent, to:

Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: **[●]**
E-mail: **[●]**

with a copy to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

If to SpinCo, to:

ZimVie Inc.
10225 Westmoor Drive
Westminster, Colorado 80021
Attention: c/o Senior Vice President,
Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: **[●]**

with a copy to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

A Party may, by written notice to the other Party, change the address to which any such notices are to be given.

Section 4.08 Severability.

If any provision of this Agreement or the application hereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

Section 4.09 Headings.

The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.10 Waiver of Default.

Waiver by a Party of any default by the other Party of any provision of this Agreement must be in writing and shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 4.11 Amendments.

No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification, or the Holders of a majority of the Registrable Securities, if such waiver, amendment, supplement or modification is sought to be enforced against a Holder.

Section 4.12 Interpretation.

In this Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires, (b) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules, Exhibits and Appendices hereto) and not to any particular provision of this Agreement, (c) Article, Section, Schedule, Exhibit and Appendix references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement unless otherwise specified, (d) unless otherwise stated, all references to any agreement (including this Agreement, the Separation and Distribution Agreement and each other Ancillary Agreement) shall be deemed to include the exhibits, schedules and annexes to such agreement, (e) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified, (f) the word "or" shall not be exclusive, (g) unless otherwise specified in a particular case, the word "days" refers to calendar days, (h) references to "business day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by law to close in New York, New York, (i) references herein to this Agreement or any other agreement contemplated herein shall be deemed to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (k) unless expressly stated to the contrary in this Agreement, all references to "the date hereof," "the date of this Agreement," "hereby" and "hereupon" and words of similar import shall all be references to **[●]**.

Section 4.13 Performance.

Parent shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the Parent Group. SpinCo shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the SpinCo Group. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Agreement to all of the other members of its Group and (b) cause all of the other members of its Group not to take any action or fail to take any such action inconsistent with such Party's obligations under this Agreement or the transactions contemplated hereby.

Section 4.14 Registrations, Exchanges, etc.

Notwithstanding anything to the contrary that may be contained in this Agreement, the provisions of this Agreement shall apply to the full extent set forth herein with respect to (a) any SpinCo

Shares, now or hereafter authorized to be issued, (b) any and all securities of SpinCo into which SpinCo Shares are converted, exchanged or substituted in any recapitalization or other capital reorganization by SpinCo and (c) any and all securities of any kind whatsoever of SpinCo or any successor or permitted assign of SpinCo (whether by merger, consolidation, sale of assets or otherwise) which may be issued on or after the date hereof in respect of, in conversion of, in exchange for or in substitution of, SpinCo Shares, and shall be appropriately adjusted for any stock dividends, or other distributions, stock splits or reverse stock splits, combinations, recapitalizations, mergers, consolidations, exchange offers or other reorganizations occurring after the date hereof.

Section 4.15 Mutual Drafting.

This Agreement shall be deemed to be the joint work product of the Parties, and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ZIMMER BIOMET HOLDINGS, INC.

By: _____
Name: Bryan Hanson
Title: President and Chief Executive Officer

ZIMVIE INC.

By: _____
Name: Vafa Jamali
Title: President and Chief Executive Officer

[Signature Page to Stockholder and Registration Rights Agreement]

Exhibit 10.6

FORM OF

TRANSITION MANUFACTURING AND SUPPLY AGREEMENT

dated as of [ ], 2022

by and between

ZIMMER, INC.

and

ZIMVIE INC.

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TRANSITION MANUFACTURING AND SUPPLY AGREEMENT

THIS TRANSITION MANUFACTURING AND SUPPLY AGREEMENT (including, except as the context otherwise requires, the Quality Agreement, this "Agreement"), dated as of [ ], 2022 (the "Effective Date"), is by and between Zimmer, Inc., a Delaware corporation ("Producer"), and ZimVie Inc., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of the date hereof (the "Separation Agreement"), by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Parent"), and Purchaser, Parent will (i) transfer the SpinCo Assets (as defined in the Separation Agreement) to Purchaser or a member of the SpinCo Group (as defined in the Separation Agreement) and (ii) make a distribution, on a pro rata basis, to the holders of Parent Shares on the Record Date of at least 80% of the outstanding SpinCo Shares (the "Distribution"), resulting in Purchaser ceasing to be a wholly owned subsidiary of Parent, as more fully described in the Separation Agreement.

WHEREAS, in connection with the Separation Agreement, Producer and Purchaser or their respective Affiliates have agreed to enter into this Agreement pursuant to which Producer shall manufacture, or cause to be manufactured, for Purchaser the Purchaser Products (as defined below) and supply, or cause to be supplied, for Purchaser the Producer Products (as defined below) for a limited time.

AGREEMENT

In consideration of the mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Producer and Purchaser agree as follows:

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Separation Agreement (and any capitalized terms used within those defined terms in the Separation Agreement shall also have the meanings given to such terms in the Separation Agreement if not otherwise defined in this Agreement). As used in this Agreement the following terms shall have the meanings set forth below:

"Act" shall mean the Federal Food, Drug and Cosmetics Act, 21 U.S.C. §§301-397.

"Annual Supplied Product Quantity" shall have the meaning provided in Section 6.2.

"Certificate of Compliance" shall mean a written certification signed by Producer and delivered to Purchaser stating that the applicable Supplied Products were processed in accordance with the agreed upon Specifications.

"Certification Body" shall mean any recognized organization the primary responsibility of which is the assessment of objective evidence regarding the compliance of medical products or medical devices, and their associated safety, effectiveness, manufacture, and quality systems or governance to applicable regulations and recognized standards.

"cGMP" shall mean the then-current good manufacturing practices and/or quality system regulations (QSR) promulgated by the FDA or other corresponding regulations promulgated by any other Medical Regulatory Authority under Law in effect from time to time.

"Contract Year" shall mean (i) the period commencing on the date hereof and ending on December 31, 2022 and (ii) each subsequent calendar year (or portion thereof) until this Agreement is terminated as provided in Article IX.

"Dedicated Equipment" shall mean all equipment used by Producer exclusively for the production of the Purchaser Products, including any equipment identified by the Parties as Dedicated Equipment from time to time.

"Due Date" has the meaning provided in Section 7.2.

"FDA" shall mean the United States Food and Drug Administration, or any successor Governmental Authority.

"Final Net Book Value" has the meaning provided in Section 2.15(c).

"Force Majeure" shall mean, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any Person acting on its behalf) and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes and floods. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party's response thereto shall not be deemed an event of Force Majeure.

"Group" shall mean, with respect to a Party, each Person that is a Subsidiary of such Party.

"Indemnifying Party" shall have the meaning provided in Section 10.3.

"Indemnitee" shall mean, with respect to a Party, (i) such Party's Affiliates, (ii) such Party's and its Affiliates' past, present and future directors, officers, employees or agents (in their capacity as such in each case) and (iii) each of the heirs, executors, administrators, successors and assigns of any of the foregoing.

"Indemnity Payment" shall have the meaning provided in Section 10.3.

"Initial Term" shall have the meaning provided in Section 5.1.

"Insolvent Party" shall have the meaning provided in Section 9.2.

"Mark-Up Percentage" shall mean 10%.

"Medical Regulatory Authority" shall mean any Governmental Authority the primary responsibility of which is to review the safety, effectiveness, reliability, manufacture, sale or marketing of medical products or medical devices for compliance with applicable regulatory requirements.

"Minimum Volume" shall have the meaning provided in Section 2.2.

"Non-Complying Products" shall have the meaning provided in Section 8.3.

"Parties" shall mean Producer and Purchaser.

"Permitted Marks" shall mean the trademarks, service marks, trade names, and related trade dress and logos set forth in Exhibit B.

"Producer Intellectual Property" shall have the meaning provided in Section 4.1(b).

"Producer Products" shall mean those Supplied Products that the Parties agree are Producer Products from time to time, including as set forth on Exhibit A.

"Production Cost" shall mean Producer's costs of manufacturing the Supplied Product, as determined and adjusted in accordance with Exhibit A, and as used to determine the Unit Production Cost.

"Production Cost Price Adjustment" shall have the meaning provided in Section 6.2.

"Production Facility" shall have the meaning provided in Section 2.5.

"Purchaser Intellectual Property" shall have the meaning provided in Section 4.1(a).

"Purchaser Intellectual Property" has the meaning provided in Section 4.1(a).

"Purchaser Products" shall mean the Supplied Products that the Parties have not otherwise agreed from time to time are Producer Products.

"Purchaser Supplied Components" shall mean the finished goods, raw materials, components, sub-assemblies and other products and parts indicated as Purchaser Supplied Components on Exhibit A.

"Quality Agreement" shall mean the Quality Agreement executed by the Parties with respect to this Agreement.

"Receiving Site" shall have the meaning provided in Section 9.3.

"Renewal Term" shall have the meaning provided in Section 5.2.

"Restricted Information" shall have the meaning provided in Section 6.5.

"Specifications" with respect to any Supplied Product shall mean the product specifications with respect to such Supplied Product maintained in Producer's or its applicable Affiliate's document management system at the Effective Date, as such specifications may be subsequently changed as provided in Section 2.4.

"Subcontractor Facility" shall have the meaning provided in Section 2.5.

"Supplied Products" shall mean the products (including raw materials, components, sub-assemblies, finished goods and other products and parts) described on Exhibit A and as more fully described in the Specifications for such product(s).

"Technical Support" shall have the meaning provided in Section 9.3.

"Term" shall mean the period commencing on the Effective Date and continuing until the termination or expiration of this Agreement as provided in Section 5.2.

"Territory" shall have the meaning provided in Section 4.2(a).

"Transfer" shall mean any assignment, transfer, sale or other disposition to a Person that is not an Affiliate of the transferor, including any transfer by way of merger or consolidation or otherwise by operation of law.

"Unit Production Cost" of any Supplied Product for each calendar year shall be the amount as determined in accordance with Exhibit A; provided that the Parties may agree in writing to use a different Unit Production Cost if they reasonably determine in good faith that the Unit Production Cost to be used for a given year does not accurately reflect the expected per unit cost to produce such Supplied Product.

"Waste" shall mean all reject or waste materials relating to the manufacturing of the Supplied Products, including chemical wastes, and excess or unusable products or materials.

1.2 Other Terms. Terms defined in other Sections will have the meanings therein provided.

1.3 Rules of Construction. In this Agreement, unless a clear, contrary intention appears, Section 10.16 of the Separation Agreement shall be incorporated by reference herein as though included in this Agreement (but for this purpose, only to the extent applicable to this Agreement, and not to the Separation Agreement). References to Producer or Purchaser shall be deemed to include the respective Affiliates of Producer or Purchaser through whom Producer or Purchaser, as the case may be, are acting in their performance hereunder.

ARTICLE II
MANUFACTURING

2.1 General. During the Term, Producer shall (a) manufacture, or cause to be manufactured, for Purchaser the Purchaser Products and (b) supply, or cause to be supplied, for Purchaser the Producer Products pursuant to the terms of this Agreement.

2.2 Purchase Obligation. During each Contract Year, Purchaser shall purchase from Producer no less than 85% of the Annual Supplied Product Quantity (defined below), with amounts pro-rated for the Contract Year in which this Agreement is expired or terminated (as applicable in each case, the "Minimum Annual Volume"). For purposes of this Section 2.2, a Supplied Product shall be deemed purchased as of the time Producer receives the Firm Order associated with such Supplied Product in accordance herewith.

2.3 Volume Limitation; Capacity; Projects.

(a) Producer shall have no obligation to supply any Supplied Product to Purchaser in monthly volumes exceeding the respective maximum monthly volumes, if any, set forth in Exhibit A with respect to such Supplied Product. Producer shall use commercially reasonable efforts to devote adequate manufacturing capacity to be capable of manufacturing and supplying Supplied Product to Purchaser in accordance with the provisions of this Agreement; provided, however, that Producer shall not be required to purchase any new equipment, install any equipment purchased or requested by Purchaser or add (or, for clarity, allocate or dedicate) any additional manufacturing or storage capacity for the manufacturing and other activities to be carried out by Producer hereunder. Producer shall store materials and finished goods for the production of Supplied Products in a manner and volume consistent with the ordinary course of Producer's business; provided that, to the extent additional storage capacity is needed, such excess may be stored at a Third-Party facility at Purchaser's sole liability, cost, and expense.

(b) Producer will consider written requests by Purchaser to increase the maximum monthly volumes on a case-by-case basis. Subject to the other terms herein, Producer shall use good faith commercially reasonable efforts to cooperate with Purchaser to accommodate increased volume requirements, and Purchaser shall use good faith commercially reasonable efforts to provide adequate lead-time and notice of any material changes that it may expect from time to time in its historic or previously forecasted order quantities. Any such increase shall not in any material respect interrupt or divert resources from Producer's operation of its other businesses. Purchaser shall be fully responsible for all costs and expenses incurred by Producer resulting from

any increase in capacity required to satisfy such increased maximum monthly volume, including any costs associated with the write-off of abandoned assets related to the project; provided that the Parties shall first agree to any such costs (or the project that will result in any such costs) prior to Producer incurring such expenses for which Purchaser will be responsible.

2.4 Product Improvements, Line Extensions and Additional Supplied Products. Producer shall have no obligation, express or implied, to develop or produce replacement products, product line extensions, product improvements or changes (including packaging and labeling), or new or other products in addition to the Supplied Products, nor shall Producer have any responsibility to procure any regulatory approvals required in connection with the development, testing, manufacture, marketing or sale of any such additional products. Notwithstanding the foregoing, within a reasonable period of time (to be determined by the Transition Committee) following receipt by Producer of a written request from Purchaser, Producer shall use commercially reasonable efforts (without unreasonably disrupting or diverting resources from Producer's other ongoing business operations) to develop and produce product improvements or changes and product line extensions as reasonably requested by Purchaser that are required by Law or are necessary to ensure the safety of Supplied Products; provided that all costs and expenses (including with respect to licensing and other regulatory requirements) incurred in connection with any such proposed improvement, change or product line extension shall be paid by Purchaser (including costs of capital equipment and process upgrades and of obsolescence of materials, goods-in-process, and finished goods not suitable for use in the business or operations of Producer or any of its Affiliates to the extent such levels of inventory are consistent with the most recent Forecast); provided further that, if any changes made pursuant to this Section 2.4 are required by Law and such changes apply generally to other products produced by Producer at such Production Facility, then Purchaser shall pay a pro rata amount of the cost of such regulatory changes based upon the proportion of time that such Production Facility is dedicated to the production of Supplied Products relative to the production of such other products similarly affected by the regulatory requirement. The Parties shall enter into an amendment or supplement to this Agreement to reflect any increase in Production Costs resulting from any such replacement products, product line extensions, product improvements or other changes, and any modification to the applicable Specifications resulting from any improvement, change or product line extension implemented as provided in this Section 2.4. With respect to any proposed improvements, changes or product line extensions not required by Law or necessary to ensure the safety of Supplied Products, Producer shall, in good faith, consider the implementation of any such other proposed improvements, changes or product line extensions and cooperate to implement such changes at Purchaser's cost to the extent commercially reasonable and not an unreasonable disruption or diversion of resources from Producer's other ongoing business operations. In addition, at such time or times, if any, as the Parties mutually agree in writing to add additional products to (and make changes to) the Supplied Products to be supplied by Producer pursuant to this Agreement, the Parties shall enter into any amendment or supplement determined to be desirable by the Parties to reflect the terms and conditions, including any modification to the applicable Specifications, mutually agreed upon by the Parties with respect to such additional Supplied Products.

2.5 Production Facilities. The manufacturing operations shall be carried out at the facilities of Producer or its Affiliates in the respective locations set forth on Exhibit A, at such other locations as permitted in accordance with this Section 2.5 (each, a "Production Facility") or at the applicable facilities of one or more permitted Subcontractors (each such Subcontractor

facility, a "Subcontractor Facility"). Notwithstanding anything to the contrary contained herein, Producer may (at its cost unless otherwise agreed) move its manufacturing operations from any Production Facility or Subcontractor Facility to another location in its sole discretion; provided that (a) any such new Production Facility or Subcontractor Facility shall manufacture the applicable Supplied Product(s) in conformity with cGMP and the Specifications and (b) to the extent that any such change in location (or the use of any Subcontractor Facility if such Subcontractor Facility is not indicated in Exhibit A for any such Supplied Product) results in an increase in the Production Cost of any Supplied Product, Producer may not charge such increase to Purchaser. In the event of any such change in location, Exhibit A shall be amended appropriately.

2.6 Subcontracting. Producer shall be entitled to hire or engage, or cause to be hired or engaged, any subcontractor or other Third Party (each, a "Subcontractor") to perform any or all of its obligations under this Agreement; provided that (a) such Subcontractor is qualified to provide the subcontracted service, (b) such Subcontractor's performance is in conformity with cGMP, (c) the Subcontractor Facility has all applicable Government Authority clearances and licenses required by Law, (d) such Subcontractor agrees to comply with the obligations of this Agreement as if it were the Producer hereunder for the Supplied Products such Subcontractor provides, and (e) Producer remains primarily responsible for its obligations under this Agreement.

2.7 Purchaser's Responsibilities. In order to facilitate the manufacture of Supplied Products by Producer, Purchaser shall:

(a) Provide to Producer copies of the Specifications pertaining to the Purchaser Products in quantities sufficient to permit Producer to carry out its obligations hereunder.

(b) Provide, at Purchaser's cost and expense, Purchaser Supplied Components to Producer at the Production Facility or Subcontractor Facility, or such other location, in each case as indicated on Exhibit A. Purchaser shall deliver such Purchaser Supplied Components to Producer in quantities and at the times as Producer shall reasonably request and as shall be reasonably required by Producer to plan for and meet the Forecasts provided by Purchaser as provided in Section 2.8. Notwithstanding the foregoing, Purchaser shall be entitled to reasonable advance notice of the quantities of Purchaser Supplied Components required by Producer. All Purchaser Supplied Components delivered to Producer as provided in this Section 2.7 shall conform to the Specifications therefor identified by Producer and Purchaser at the Effective Date or as later agreed in writing between Purchaser and Producer. Title and risk of loss to the Purchaser Supplied Components shall remain with Purchaser, except to the extent any damage, destruction or other loss was directly caused by the gross negligence or willful misconduct of Producer.

(c) Grant Producer and its employees reasonable access to Purchaser's employees as reasonably required to assist Producer in the production of Supplied Products.

2.8 Forecasts and Firm Orders.

(a) With respect to each Supplied Product, at least seven calendar days prior to the beginning of each calendar month during the Term, Purchaser shall give Producer a rolling forecast (each a "Forecast") of the orders Purchaser expects to place with Producer for such

Supplied Product for each month during the rolling forecast period specified in Exhibit A, which Forecast shall satisfy all of the requirements of the master scheduling system employed from time to time by Producer. The Forecast for the binding period specified in Exhibit A shall contain specific dates for shipment (and Producer and Purchaser shall cooperate to cause shipments to occur promptly after release at the Production Facility, and in any case in a reasonable manner to avoid unreasonable or undue burden on Producer's other businesses and operations at such Production Facility) and shall be binding on both Producer and Purchaser regarding such Supplied Product to be purchased or supplied by the respective Parties (a "Firm Order"), subject to Section 2.8(b). The quantities of Supplied Products (or any components thereof, if applicable and different from the binding period for Supplied Products generally) for the final month of the applicable binding forecast period subject to a Firm Order may not vary by more than 15% from the forecasted quantities contained in the immediately preceding Forecast for such month prior to its inclusion in a Firm Order. Forecasts relating to each Supplied Product beginning on the date of this Agreement were delivered to Producer by Purchaser at the time of signing this Agreement. Without limiting Section 2.2, minimum per order quantities for each Supplied Product, if any, shall be set forth in Exhibit A.

(b) Each Firm Order shall give rise to a binding obligation of Purchaser to purchase, accept and pay for the quantities of Supplied Products referred to therein. Notwithstanding the foregoing or Section 2.8(a), Producer shall use commercially reasonable efforts to meet Purchaser's requested quantities and shipment dates for increased orders in excess of the permitted amounts if such amounts can be reasonably accommodated (at Purchaser's expense) without unreasonably interrupting, or otherwise diverting resources from, Producer's other businesses. Producer shall be deemed to have accepted and shall be bound by any Firm Order submitted to Producer, as such Firm Order may be changed as provided in the preceding sentence, and Purchaser shall be required to pay for the quantity of Supplied Products included in the applicable Firm Order and available for delivery, as such Firm Order may be modified by Purchaser pursuant to the preceding sentence, if applicable. Purchaser acknowledges that Supplied Products in excess of the quantities set forth in a Firm Order may be realized as a result of Producer's reasonable efforts hereunder, including due to production efficiencies achieved by Producer. Purchaser agrees to purchase and pay for all such excess Supplied Products that are Purchaser Products on the same terms as are applicable to the purchase of all other Supplied Product but shall have no obligation to pay for any such excess Supplied Products that are Producer Products. Firm Orders shall be governed by the terms of this Agreement and in the event of an inconsistency between any other documentation related to a Firm Order and this Agreement, this Agreement shall apply.

(c) At all times during the Term, Producer shall use commercially reasonable efforts to meet the shipment dates set forth in each Firm Order but shall have no obligation to maintain materials necessary to meet any Firm Orders prior to any order becoming a Firm Order. In the event Producer will not be able to fulfill any Firm Order in accordance with the terms herein, Producer shall notify Purchaser in writing promptly upon becoming aware of such inability and in any event at least five calendar days prior to the delivery date required in such Firm Order, and the Parties will discuss alternate delivery dates in good faith with a view to reaching agreement thereto, such agreement not to be unreasonably withheld by either Party.

(d) If, due to its fault or error, Producer fails to deliver Supplied Products in the quantities specified in the applicable Firm Order and Purchaser notifies Producer in reasonable detail that such failure will result in a material negative economic impact on Purchaser's business, Producer shall pay air freight or other extraordinary shipping costs reasonably necessary to deliver delayed Supplied Products to Purchaser or Purchaser's customers.

(e) The Parties shall cooperate in good faith in providing other, longer-range forecasts which shall be useful in budget planning by the Parties, but such longer-range forecasts shall not constitute a commitment by either Party to purchase or supply.

2.9 Obsolescence.

(a) In the event that any Third-Party supplier of any raw materials, components, labeling, packaging or other inventories used by Producer to manufacture any of the Supplied Products shall discontinue production of any such raw material, component, labeling, packaging or other inventories, which discontinuance shall result in Producer incurring any additional costs or expenses, (i) if the discontinued raw materials, components, labeling, packaging or other inventories relate solely to Purchaser Products, Purchaser shall reimburse Producer for all such additional costs and expenses and (ii) if the discontinued raw materials, components, labeling, packaging or other inventories relate to Purchaser Products as well as to other Supplied Products or other products of the Producer, Purchaser shall reimburse Producer for Purchaser's allocable portion of such additional costs and expenses based upon the unit volumes of the affected Supplied Products and other products produced for Producer and its Affiliates, on the one hand, and for Purchaser and its Affiliates, on the other hand. Such costs and expenses shall include all additional direct and indirect internal costs and out-of-pocket expenditures, whether capitalized or expensed, resulting from such discontinuance, including all such additional costs and expenses relating to or arising out of any modification to Producer's procedures or processes, acquisition of property, equipment or other assets, relocation, regulatory compliance, including associated regulatory fees, write-off or disposal of materials (including strategic materials purchases), equipment and other assets rendered unusable by virtue of such discontinuance and all related changes. In addition, Purchaser shall reasonably cooperate with Producer in connection with any strategic materials purchases resulting from or responsive to any such discontinuance.

2.10 Storage and Handling. Producer shall store and handle the Supplied Products in accordance with the Specifications. Raw materials utilized by Producer in connection with the manufacturing, processing and packaging of the Supplied Products shall not be used by Producer beyond the shelf life designated in the Specifications unless otherwise specified in writing by Purchaser. Producer shall handle, control and store, treat or dispose of any Waste generated in performing its obligations under this Agreement.

2.11 Shipments; Title. Producer shall ship each Firm Order Free Carrier (FCA) from applicable Production Facility (or Subcontractor Facility) to Purchaser or Purchaser's designee in accordance with Law. Freight, insurance and loading costs shall be for the account of Purchaser (in each case, for the avoidance of doubt, in addition to the applicable purchase price), except that any increased freight cost resulting from the shipment occurring from a facility other than the Production Facility (or Subcontractor Facility) listed on Exhibit A with respect to any Supplied Product shall be for the account of Producer. Title and the risk of loss, delay or damage in transit

shall be passed to Purchaser upon delivery to Purchaser's or Purchaser's designee's designated carrier; provided that Producer shall be responsible for the loading of the Supplied Products on departure and shall bear the risk of loss incurred in such loading; provided further that if Purchaser fails to send such shipping authorization within 30 calendar days after Producer has notified Purchaser that the Supplied Products are available for pick-up at the applicable facility, Producer shall be entitled to ship and invoice such Supplied Products without any such shipping authorization. Producer shall package the Supplied Product for shipment in accordance with its customary practices therefor, unless otherwise specified in writing by Purchaser, in which event any extra cost incurred by Producer on account of changes requested by Purchaser shall be reimbursed by Purchaser. Producer shall include the following for each shipment of Supplied Product: (i) the Firm Order reference number; (ii) the lot numbers; (iii) the quantity of Supplied Product; and (iv) a Certificate of Compliance with the applicable Specifications. Freight carriers shall be designated by Purchaser in the applicable Firm Order. Purchaser shall procure, at its cost, insurance covering damage or loss to the Supplied Products during shipping.

2.12 Customs. For purposes of exporting Supplied Products out of the applicable country of origin, Purchaser shall be the exporter of record and shall be responsible for complying with all customs requirements and export laws of the applicable jurisdiction(s). For purposes of importing the Supplied Product into the applicable country of destination, Purchaser shall be the importer of record for the Supplied Product and shall be responsible for complying with all customs requirements and import laws of the applicable country.

2.13 Labeling of Supplied Product.

(a) All Purchaser Products supplied hereunder shall be labeled and packaged in accordance with the applicable Specifications. Purchaser shall control the content and type of all product labeling and packaging for Purchaser Products, and shall have the responsibility, at Purchaser's expense, for any changes or supplements thereto, including the expense of securing any approvals required by the FDA or other applicable Medical Regulatory Authorities or Certification Bodies for any such changes or supplements. Producer shall be responsible for obtaining such labels (and any changes or supplements thereto) in accordance with the content specified by Purchaser at Purchaser's sole cost and expense.

(b) All Producer Products supplied hereunder shall be labeled and packaged in accordance with the applicable Specifications. Producer shall control the content and type of all product labeling and packaging for Producer Products, and shall have the responsibility, at Producer's expense, for any changes or supplements thereto, including the expense of securing any approvals required by the FDA or other applicable Medical Regulatory Authorities or Certification Bodies for any such changes or supplements. Producer shall be responsible for obtaining such labels (and any changes or supplements thereto) at Producer's sole cost and expense.

(c) Except where otherwise required by Law or to address an actual or potential safety issue, in which case Purchaser and Producer will use commercially reasonable efforts to implement such change as promptly as practicable, any changes to the labeling and packaging for Purchaser Products shall be communicated to Producer as far in advance as reasonably practicable together with the required documentation specifying the content to be included in the labeling and

packaging. Where a labeling or packaging change is required by Law, Producer shall be obligated to devote comparable priority to implementing such change as it shall devote to other business units of Producer. Where a labeling or packaging change is requested by Purchaser that is not required by Law, Purchaser and Producer will use commercially reasonable efforts to implement such change as promptly as practicable, subject to Producer's discretion to reasonably determine the appropriate resources to be allocated to any such request in order to avoid interruption to the operation of its other businesses. Purchaser shall reimburse Producer for the costs of any change to the labeling or packaging for Purchaser Products, including costs of capital equipment and process upgrades and of obsolescence of any materials or inventory; provided that Purchaser's liability for such reimbursement of materials and inventory shall be limited to levels of inventory that are consistent with the binding portion of the most recent Forecast prior to agreement to make such change.

2.14 Services. Each Party shall cooperate with the other Parties to accomplish the transactions contemplated hereby and shall, at the request of the other Parties, use commercially reasonable efforts to promptly take any and all actions necessary or desirable to effect such transactions; provided, however, that to the extent of any services or projects related to the manufacturing and supply of the Supplied Products (including capacity and yield improvement projects, as well as projects related to product development) in connection with this Agreement that are specified by the applicable Parties in writing from time to time, Purchaser will pay the price in respect of such services in amounts agreed by such Parties from time to time or (if such Parties do otherwise agree to such specific costs for such services or projects) shall bear all direct and indirect costs incurred by Producer in connection with such services or projects, plus the Mark-Up Percentage. Producer shall use commercially reasonable efforts to assist Purchaser with the completion of the projects that such Purchaser and Producer have agreed in writing from time to time to be accomplished in accordance with this Agreement to the extent of the resource commitments and on the timeline that such Purchaser and Producer may agree upon in writing from time to time; provided that, with respect to any projects for which expected resource requirements or expected timelines for performance are not specifically agreed by Purchaser and Producer, Producer's efforts hereunder shall not be required to unreasonably disrupt or unreasonably divert resources from its other business operations, and the Transition Committee (as defined in the Separation Agreement) shall, in good faith, cooperate to determine the appropriate allocation of resources and timeline for such projects and any similar types of projects requested by Producer after the Effective Date. The timing of payments in respect of providing services necessary to comply with this Section 2.14 shall generally occur in a manner consistent with the timing of payments for services that are or were provided under the Transition Services Agreement during its term (such that any project-related payments for costs and expenses incurred by Producer or its Affiliates shall be promptly reimbursed by Purchaser based on monthly invoices, and not deferred until completion of the project or until incorporated into price adjustments to Supplied Products).

2.15 Obligations Regarding Dedicated Equipment.

(a) Producer will use the Dedicated Equipment for the sole purpose of producing Supplied Products for sale to Purchaser as provided in this Agreement. Producer shall be responsible for qualifying the Dedicated Equipment, and for maintaining the Dedicated Equipment consistent with its practices as in effect from time to time with respect to manufacturing equipment serving its other business units.

(b) Purchaser shall reimburse Producer for all out-of-pocket costs and expenses, such as the cost of parts and third-party labor, incurred by Producer in connection with such qualification, maintenance and repairs to the extent that such costs and expenses are not already included in Producer's calculation of the Production Cost; provided that Producer shall provide Purchaser with advance written notice as soon as reasonably practicable after becoming aware of such requirement of any individual qualification, maintenance or repair that is expected to result in a charge to Purchaser pursuant to this sentence that exceeds US $100,000, it being understood that failure to provide such notice shall not relieve Purchaser of its obligations related thereto except to the extent Purchaser is prejudiced by the failure to provide such notice. Notwithstanding the foregoing, Producer shall (i) be solely responsible for any damage to the Dedicated Equipment caused by Producer's failure to maintain the Dedicated Equipment in material accordance with applicable manufacturer's maintenance specifications and any damage caused by the gross negligence or willful misconduct of Producer or its employees or agents with respect to the Dedicated Equipment, (ii) promptly notify Purchaser of any such damage caused by such action or inaction of Producer or its employees or agents, and (iii) cause any damage for which it is responsible pursuant to clause (i) to be repaired (or if necessary such damaged Dedicated Equipment to be replaced) promptly at Producer's sole cost and expense. Dedicated Equipment shall at all times remain personal property, notwithstanding that such equipment, or any part thereof, may be affixed or attached to real property or any improvements thereon.

(c) Upon termination of this Agreement, Purchaser shall be responsible for paying to Producer the final net book value of the Dedicated Equipment the ("Final Net Book Value"). Within 30 days after the termination of this Agreement, Producer shall send its calculation of the Final Net Book Value to Purchaser. Purchaser will pay or cause its Affiliates to pay all amounts due pursuant to this Section 2.15(c) within 30 days after the date of delivery of the Final Net Book Value calculation. The calculation of the Final Net Book Value will be determined solely by the Producer.

ARTICLE III
RECEIPT AND REJECTION OF PRODUCT

3.1 General. Purchaser shall have the right to reject all or any portion of a shipment of Supplied Products (a) that does not comply in any material respect with any of the covenants and agreements set forth in Section 8.1(a) or 8.1(b); or (b) which due to the fault or error of Producer, are not delivered in material compliance with the timeframes set forth herein and, as a result of such delay, Purchaser, after making reasonable efforts, is unable to use such Supplied Products; provided that Purchaser shall notify Producer within 60 days (with respect to rejections pursuant to clause (a)) or 10 days (with respect to rejections pursuant to clause (b)) after receipt of such shipment if it is rejecting a shipment (or portion thereof). Concurrently with the delivery of a notice of rejection (or as soon as practicable thereafter) of Supplied Product pursuant to Section 3.1, Purchaser shall send to Producer the Non-Complying Product or a representative sample of the Non-Complying Product (or a picture thereof if Producer and Purchaser agree that a picture is sufficient for purposes of the initial review). Producer shall notify Purchaser promptly, but in no event later than 30 days after receipt of a notice of rejection by Purchaser, whether it accepts Purchaser's rejection of such Supplied Products.

3.2 Replacement of Supplied Products. Whether or not Producer accepts Purchaser's rejection of Supplied Products in accordance with Section 3.1, promptly upon receipt of a notice of rejection, unless otherwise specified by Purchaser, Producer shall use commercially reasonable efforts to provide replacement Supplied Product for those rejected by Purchaser in the original shipment. If the Supplied Product rejected by Purchaser from the original shipment ultimately is found to be a Non-Complying Product due to a failure to comply in any material respect with any of the covenants and agreements set forth in Section 8.1(a) or 8.1(b), Purchaser shall be entitled to the remedies specified in Section 8.3. If it is determined subsequently that such Supplied Product was in fact conforming, then Purchaser shall be responsible not only for the purchase price of the allegedly Non-Complying Product (including all transportation charges) but also the purchase price of the replacement Supplied Product together with any special or extraordinary costs or expenses incurred by Producer in the manufacture of the replacement Supplied Product. In the event that Producer bears replacement costs or transportation charges hereunder due to its provision of Non-Complying Products, such costs shall not be incorporated into the calculation of Production Cost.

3.3 Independent Testing. In the event the Producer and Purchaser cannot agree as to whether any shipment of Supplied Product conforms with the Specifications, Producer and Purchaser shall engage a mutually agreed independent testing organization to evaluate the rejected Supplied Product and determine whether or not it is a Non-Complying Product, such determination to be final and binding on the Parties. Costs and expenses of such independent testing organization shall be borne by the Producer, if the Supplied Product is determined to be a Non-Complying Product, or by the Purchaser, if the Supplied Product conforms with the Specifications.

ARTICLE IV
INTELLECTUAL PROPERTY

4.1 Intellectual Property.

(a) All Intellectual Property, together with all materials, data, writings and other property in any form whatsoever, related to the Supplied Products, in each case, owned or controlled by Purchaser and/or its respective Affiliates (including pursuant to the Separation Agreement immediately after the Closing (as defined in the Separation Agreement) or otherwise during the Term), shall remain, between the Parties, owned or controlled by Purchaser (the "Purchaser Intellectual Property"). Purchaser hereby grants to Producer (including, for the avoidance of doubt, Affiliates of Producer and any permitted Subcontractors hereunder) a non-exclusive worldwide license during the Term to use or practice any Purchaser Intellectual Property solely in connection with Producer performing its obligations hereunder (including for clarity, to manufacture or cause to be manufactured the Supplied Products), and Producer hereby grants to Purchaser (including, for the avoidance of doubt, Affiliates of Purchaser) a license to market, distribute and sell Supplied Products (or, to the extent that Supplied Products have historically been used only as a material or component of other Purchaser products, only such products and not the Supplied Product itself as a standalone material or component) supplied to Purchaser hereunder in the ordinary course of Purchaser's business. Producer shall not acquire any other

right, title or interest in or to the Purchaser Intellectual Property as a result of this Agreement or its performance hereunder, and Purchaser shall not acquire any other right, title or interest in or to any Producer Intellectual Property as a result of this Agreement or its performance hereunder or of the Purchaser's receipt of Supplied Products hereunder.

(b) All Intellectual Property, together with all materials, data, writings and other property in any form whatsoever, owned or controlled by Producer and/or its respective Affiliates immediately after the Closing (as defined in the Separation Agreement) or otherwise during the Term, shall remain, as between the Parties, owned or controlled by Producer (the "Producer Intellectual Property"). Purchaser shall not acquire any right, title or interest in or to the Producer Intellectual Property as a result of this Agreement, and Purchaser shall not acquire any right, title or interest in or to the Producer Products as a result of this Agreement or its receipt of Producer Products hereunder, except as necessary for the marketing and sale of such Producer Products by Purchaser in its ordinary course of business.

4.2 Trademark License and Permission Grant.

(a) Subject to the terms of this Agreement and limitations listed in Exhibit A, Producer hereby grants to Purchaser a limited, fully paid-up, non-exclusive, non-transferable and non-sublicenseable license during the Term to use the Permitted Marks in any country or jurisdiction in which (i) Producer has a registered trademark or other similar rights with respect to the applicable Permitted Mark and (ii) the Purchaser Products were sold or offered for sale as of the Closing Date under the respective trademarks ("Territory") as required for the marketing and sale of the Purchaser Products. Purchaser shall use the Permitted Marks solely in accordance with Producer's trademark usage guidelines and quality control standards issued from time to time. If Producer notifies Purchaser that any use does not so comply, Purchaser shall immediately remedy such non-compliance to the satisfaction of Producer or terminate such use. All uses of the Permitted Marks, and all goodwill associated therewith, shall inure solely to the benefit of Producer.

(b) For clarity, except as permitted by the Transitional Trademark License Agreement, the Purchaser and their divisions and affiliated entities shall not at any time own, use or register, authorize the registration of, or maintain any trademark or domain name consisting of the trademarks licensed under the Transitional Trademark License Agreement.

(c) On the termination or expiration of this Agreement for any reason, all licenses under this Agreement with respect to the Permitted Marks are immediately terminated and no rights under the Permitted Marks shall survive the termination of the Agreement in any way.

(d) On the termination or expiration of a product supply obligation for a product listed on Exhibit A to which a Permitted Mark relates, all licenses under this Agreement with respect to such Permitted Mark is immediately terminated and no rights under such Permitted Mark shall survive the termination of the Agreement in any way.

4.3 Limited Right to Use. Subject to the provisions of Sections 4.1 through 4.2, nothing set forth in this Agreement shall be construed to grant to any Party any title, right or interest in or to any Intellectual Property owned or controlled by any other Party or any of its Affiliates.

Except as otherwise expressly set forth in any other Ancillary Agreement (or any other agreement between the Parties), use by Producer of any Purchaser Intellectual Property shall be limited exclusively to its performance of this Agreement. Use by Purchaser of any Producer Products (or any Intellectual Property included therein other than the Purchaser Supplied Components), except to the extent expressly provided in Section 4.2(a) or as necessary for the marketing and sale of the Producer Products in the ordinary course of business, shall be prohibited except with the prior written consent of Producer in each instance.

ARTICLE V
INITIAL TERM AND RENEWAL

5.1 Initial Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and, subject to each Party's termination rights under Article IX, shall expire at the end of the day on the initial termination date set forth on Exhibit A with respect to each Supplied Product, unless extended as provided in Section 5.2.

5.2 Alternative Sourcing; Renewal. This Agreement may only be extended (each such extension with respect to any Supplied Product, a "Renewal Term," and, collectively with the Initial Term, the "Term") with respect to any Supplied Product if and to the extent expressly set forth on Exhibit A or as otherwise expressly agreed in writing by the Parties. Purchaser shall use commercially reasonable efforts during the Initial Term and any Renewal Term to secure a reasonably satisfactory alternative source of each Supplied Product (whether from a third party or developed internally) as soon as reasonably practicable after the Effective Date.

5.3 Maximum Term. Notwithstanding anything to the contrary herein or in Exhibit A, no Initial Term may extend beyond the second anniversary of the Distribution Date (as defined in the Separation Agreement), and no Renewal Term may extend beyond the third anniversary of the Distribution Date (as defined in the Separation Agreement).

ARTICLE VI
PRICES

6.1 General. The initial unit price for each Supplied Product sold by Producer to Purchaser shall be the Unit Production Cost as agreed upon by Producer and Purchaser (plus the Mark-Up Percentage), subject to the adjustment or additions set forth in Sections 6.2, 6.3 or 6.4. Such prices do not include the charges provided for in Sections 6.3 or 6.4, which shall be additional charges over and above the charges contemplated by this Section 6.1, as adjusted in accordance with Section 6.2.

6.2 Price Adjustments. In connection with Producer's planning and budgeting process, and as part of the required review to determine the following year's Production Cost Price Adjustment, Purchaser shall provide an annual operating plan (including unit volumes for each Supplied Product, by month and by code, based on agreed-upon target yield) with respect to the expected demand for each Supplied Product at each facility subject to this Agreement not later than July 31 of each Contract Year, with such annual operating plan covering the immediately following Contract Year (the "Annual Supplied Product Quantity"). Based on such annual operating plan and using information available for the current year's preliminary and estimated

Production Costs, Producer shall provide Purchaser with an updated Unit Production Cost for each Supplied Product for the following Contract Year not later than October 31 of the year in which such annual operating plan is delivered. Purchaser and Producer shall cooperate with each other to review the annual operating plan data and assumptions, as well as the production cost data and estimates, in each case as are used to determine the updated Unit Production Cost, with good faith efforts used to resolve any open questions or issues related thereto in a timely fashion. If Purchaser disagrees with any updated Unit Production Cost, it shall provide written notice to Producer that it disputes such amount within 30 days after receiving notice thereof, and the absence of any such notice of dispute shall be deemed to be agreement with such change; provided that, regardless of any dispute, the amount of the updated Unit Production Cost shall become effective as if the amount had not been disputed until such time as the dispute is finally resolved. Any such increase or decrease in the Unit Production Cost shall take effect as of the first day of the Contract Year immediately following the Purchaser's required delivery of the annual operating plan in accordance with this Section 6.2, with the new price for each Supplied Product to equal the Unit Production Cost of such Supplied Product for such Contract Year, plus the Mark-Up Percentage (such adjustment to price, a "Production Cost Price Adjustment"). Producer shall use commercially reasonable efforts, consistent with its efforts with respect to its other business units, to mitigate any increase in the Unit Production Cost, subject to the limitations contained in this section.

6.3 Taxes. Unless otherwise indicated on Exhibit A, any prices and other charges set forth in Exhibit A do not, and any adjusted prices pursuant to Section 6.2 shall not, include sales, use, excise, occupation, privilege, value-added or similar taxes. Purchaser shall pay, or reimburse Producer for (in each case, for the avoidance of doubt, in addition to the applicable purchase price), the gross amount of any present or future sales, use, excise, occupation, privilege, value-added or other similar tax (excluding any tax on net income, corporate franchise tax or fee or any similar tax or fee) applicable to the sale or furnishing of any Supplied Products to Purchaser. Purchaser shall be responsible for the payment of all duties, tariffs, value-added taxes, and other taxes and charges payable on the exportation or importation of the Supplied Products.

6.4 Pass-Through Expenses. The Parties agree to cooperate and use commercially reasonable efforts to obtain any necessary consents required under any existing Contract with a Third Party to allow Producer to perform its obligations hereunder; provided that Producer and its Affiliates shall not be required to pay any fee or other amount in respect of any such consent. Any costs and expenses incurred by any Party in connection with obtaining any such consent that is required to allow Producer to perform its obligations hereunder shall be borne by Purchaser; provided that no such costs or expenses shall be payable by Purchaser unless approved in advance in writing by Purchaser.

6.5 Audit. In the event of any Production Cost Price Adjustment pursuant to Section 6.2 with respect to any Supplied Product, Purchaser may perform an audit of Producer's records directly associated with such Production Cost Price Adjustment or other increase or credit, if notice of such audit is provided within three months after the Production Cost Price Adjustment or other increase has become effective (or, in the case of quarterly payments or credit based on variance from Unit Production Cost, within three months after notice of such increase or credit is delivered to Purchaser). Purchaser may use independent auditors, who may participate fully in such audit. If an audit is proposed with respect to information which Producer wishes not to

disclose to Purchaser ("Restricted Information"), then on the written demand of Producer, the individuals conducting the audit with respect to Restricted Information will be limited to the independent auditors of Purchaser. Such independent auditors shall enter into an agreement with the Parties under which such independent auditors shall agree to maintain the confidentiality of the information obtained during the course of such audit (including an agreement to not share such information with Purchaser) and establishing what information such auditors will be permitted to disclose to report the results of any audit of Restricted Information to the Party requesting the audit. Any such audit shall be conducted during regular business hours and in a manner that does not interfere unreasonably with Producer's operations. Each audit shall begin upon the date specified in a Notice given by Purchaser to Producer a minimum of 30 days prior to the commencement of the audit; provided that, if the date so specified shall conflict with a regulatory inspection or audit, plant shutdown or other similar event, the Parties shall cooperate to establish a mutually agreeable commencement date. Such audit shall be performed diligently and in good faith and shall be completed within 30 days of the commencement thereof; provided that, to the extent that Purchaser's compliance with such timeframe for completion is not feasible due to Producer's failure to provide timely access to documentation reasonably requested by Purchaser in connection with such audit, such 30-day period shall be extended as reasonably necessary. Any undisputed overpayment or underpayment of amounts due under this Agreement determined by this Section 6.5 shall be due and payable to the other Party by the Party owing such amount within 30 days after notice of such audit finding. Purchaser shall bear the full cost of such audit unless in the event that any audit performed hereunder results in a decrease of 10% or more in any amount due Producer hereunder, then Producer shall be obligated to pay the out-of-pocket audit costs paid to any Third Party auditor engaged to conduct such audit up to a maximum amount of the lesser of the amount of such adjustment and $100,000; provided that any such Third Party auditor's fees shall have been on an hourly or flat fee basis without a contingency or other performance or bonus fee. In the event Producer bears any audit costs hereunder, such costs shall not be incorporated into the calculations for the Production Cost.

ARTICLE VII
INVOICING AND PAYMENTS

7.1 Invoicing. Producer will submit or cause to be submitted to Purchaser for payment invoices of amounts due under this Agreement. At Producer's option, separate invoices may be submitted (on different periodic schedules) by its separate divisions or Affiliates or with respect to individual Production Facilities, or Producer may combine the invoices of one or more of such divisions, Affiliates or Production Facilities. The invoices will specify the Supplied Products provided and will contain or be followed by such other supporting detail as Purchaser may from time to time reasonably request. Within 30 days of the final date of delivery of Supplied Products by Producer hereunder, Producer shall submit a final invoice to Purchaser, which shall include the cost of any raw materials or work in progress related to the Supplied Products and which shall be subject to the payment terms set forth herein.

7.2 Payment. Purchaser will pay or cause its Affiliates receiving the Supplied Products to pay all amounts due pursuant to this Agreement within 30 days after the date of delivery of each such payment invoice of amounts due hereunder (the "Due Date").

7.3 Overdue Payments. If any amounts due hereunder have not been received by the Due Date, such overdue amounts shall bear interest from the Due Date at the rate of 5% per year (or the highest amount permitted by Law, if lower), or portion thereof, until received. Such interest shall be calculated on the basis of the actual number of days elapsed from the Due Date up to and including the actual date of payment, without compounding.

7.4 Applicable Currency. All invoices issued pursuant to this Agreement shall be expressed in terms of, and payments made pursuant to this Agreement shall be made in, U.S. dollars (USD).

7.5 No Acknowledgement. Neither payments made by Purchaser nor the acceptance of payments by Producer in an amount less than the amount shown on any invoice from Producer shall be construed as an acceptance or agreement with the amount so stated or the amount received. Either Party may recover from the other the amount of any overpayment or underpayment. Without limiting the generality of the foregoing, Producer may supplement any invoice it renders to Purchaser hereunder for less than the full amount to which it is entitled.

ARTICLE VIII
WARRANTIES; REMEDIES; LIMITATION ON LIABILITY

8.1 Producer Warranties.

(a) Producer covenants and agrees that each Supplied Product delivered to Purchaser hereunder will at the time of delivery (i) materially conform with the Specifications applicable to such Supplied Product (except to the extent any Purchaser Supplied Components result in such Supplied Product not conforming with Specifications) and (ii) have been manufactured, processed, labeled, packaged, stored and held in material compliance with cGMP and in accordance with the Quality Agreement.

(b) Producer covenants and agrees that (i) all equipment, tooling and molds utilized in the manufacture and supply of Supplied Products hereunder by Producer, during the Term, be maintained in good operating condition and shall be maintained and operated in material accordance with all applicable Laws, including cGMPs and (ii) Producer shall perform all of its obligations under this Agreement in material compliance with all applicable Laws. Producer covenants and agrees that it shall hold during the Term all material licenses, permits and similar authorizations required by any Governmental Authority for Producer to perform its obligations under this Agreement.

(c) Producer represents and warrants that it (i) is duly organized, validly existing and in good standing under the laws of its applicable jurisdiction of organization, (ii) has power and authority necessary to conduct its business as currently being conducted and as contemplated herein, (iii) has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (iv) has duly executed and delivered this Agreement, and such Agreement constitutes the legal, valid and binding obligation of it and is enforceable in accordance with its terms and does not require the consent of, authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

8.2 Disclaimer. The covenants, agreements, representations and warranties of Producer and Purchaser set forth in this Article VIII shall be continuing and shall be binding upon each of them and their successors and assigns and shall inure to the benefit of the other Parties and their successors and assigns. The covenants, agreements, representations and warranties provided by this Article VIII shall not apply to any defect or non-conformity with Specifications caused by the abuse, alteration or modification of the Supplied Products by the Purchaser or any Third Party. THE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES EXPRESSLY AND SPECIFICALLY PROVIDED BY PRODUCER AND ITS AFFILIATES IN THIS AGREEMENT ARE THE SOLE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES OF PRODUCER AND ITS AFFILIATES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NO OTHER COVENANTS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES ARE PROVIDED WITH RESPECT TO THE SUPPLIED PRODUCTS AND THE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES EXPRESSLY AND SPECIFICALLY MADE IN THIS AGREEMENT ARE MADE IN LIEU OF ANY AND ALL OTHER COVENANTS, AGREEMENTS, WARRANTIES, REPRESENTATIONS AND GUARANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION 8.2 SHALL NOT NEGATE OR OTHERWISE AFFECT ANY COVENANT, AGREEMENT, REPRESENTATION OR WARRANTY THAT ANY PARTY MAY HAVE EXPRESSLY AND SPECIFICALLY MADE UNDER THE SEPARATION AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT.

8.3 Remedy For Breach. In the event of any failure to comply with Sections 8.1(a) or 8.1(b) (any Supplied Products provided in breach of such Sections, "Non-Complying Products"), the sole and exclusive remedy (subject to Section 12.1, if applicable) of Purchaser or any other Indemnitee shall be to, at Purchaser's option, either (a) require Producer to, at its option, promptly repair or replace the Non-Complying Products with Supplied Products that comply with such warranties at no additional cost to Purchaser (in which case Producer shall bear the cost of all associated transportation and/or disposal charges) or (b) receive a full credit for the purchase price of all Non-Complying Products against current invoices payable by Purchaser to Producer under this Agreement (if no invoices are currently payable by Purchaser to Producer, Producer promptly shall issue a refund to Purchaser of the amount of any such credit by wire transfer of immediately available funds to a bank account as specified by Purchaser). Notwithstanding anything to the contrary in this Agreement (including any limitations on liability), Producer shall also be obligated for all transportation and disposal costs associated with any Non-Complying Products; provided that obligations in respect of recalls, withdrawals or field corrections of any Purchaser Supplied Components shall continue to be limited as set forth in Section 12.1 and this Section 8.3 shall in no way be deemed to increase the liability of Producer, its Affiliates or any Indemnifying Party with respect to the matters described in Section 12.1.

8.4 Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL (A) ANY PARTY OR ANY

OTHER INDEMNIFYING PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL, EXEMPLARY, REMOTE, SPECULATIVE, PUNITIVE OR SIMILAR DAMAGES OR LOST PROFITS SUFFERED BY AN INDEMNITEE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER AND (B) PRODUCER'S TOTAL LIABILITY ARISING UNDER THIS AGREEMENT EXCEED, ON A PRODUCT-BY-PRODUCT BASIS, THE TOTAL PRICE PAID BY OR ON BEHALF OF PURCHASER TO PRODUCER OR ITS AFFILIATES IN THE IMMEDIATELY PRECEDING 12 MONTHS FOR SUCH SUPPLIED PRODUCT HEREUNDER; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION 8.4 SHALL LIMIT OR EXCLUDE ANY DAMAGES OR CLAIMS TO THE EXTENT ARISING OUT OF A BREACH OF SECTION 15.1 OF THIS AGREEMENT.

8.5 Purchaser Warranties.

(a) Purchaser covenants and agrees that the Purchaser Supplied Components, as furnished to Producer under this Agreement, shall be used, handled or stored in material accordance with the Specifications, all applicable Laws, and the Quality Agreement and shall materially conform to the applicable specifications for such Purchaser Supplied Components.

(b) Purchaser covenants and agrees that the use of any Purchaser Supplied Components or Purchaser Intellectual property by Producer in completing its obligations hereunder will materially comply with all applicable Laws and will not (excluding any Producer Products) infringe or otherwise violate the Intellectual Property of any Person.

(c) Purchaser represents and warrants that it (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has power and authority necessary to conduct its business as currently being conducted and as contemplated herein, (iii) has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (iv) has duly executed and delivered this Agreement, and such Agreement constitutes the legal, valid and binding obligation of it and is enforceable in accordance with its terms and does not require the consent of, authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

ARTICLE IX
TERMINATION

9.1 Normal Termination of Agreement. This Agreement shall terminate when the Initial Term and any other Renewal Terms for each Supplied Product covered thereby shall have expired without renewal.

9.2 Other Terminations; Consequences of Termination

(a) In the event that either Party (the "Insolvent Party"): (i) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt, (ii) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors, (iii) is dissolved or transfers a substantial portion of its assets to a Third Party or (iv) has a receiver

appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency, then the Insolvent Party shall immediately notify the other of such event and such other Party shall be entitled to: (A) terminate this Agreement for cause immediately upon written notice to the Insolvent Party or (B) request that the Insolvent Party or its successor provide adequate assurances of continued and future performance in form and substance acceptable to such other Party, which shall be provided by the Insolvent Party within 10 calendar days of such request, and the other Party may terminate this Agreement for cause immediately upon written notice to the Insolvent Party in the event that the Insolvent Party fails to provide such assurances acceptable to the other Party within such 10-day period.

(b) Either Party may terminate this Agreement for cause immediately upon written notice to the other in the event that such other Party fails to perform or comply with any material obligation or requirement under this Agreement, through no fault of the Party initiating such termination, that remains uncured for 30 calendar days following written notice to such Party of such breach.

(c) Producer may terminate this Agreement (i) at any time upon 30 days' written notice to Purchaser if Purchaser fails to purchase the Minimum Annual Volume or (ii) without cause at any time with at least 6 months' written notice to Purchaser; provided that no such termination pursuant to this Section 9.2(c)(ii) shall be effective prior to the second anniversary of the date of this Agreement.

(d) Purchaser may terminate this Agreement in whole or with respect to any Supplied Product at any time upon 9 months' written notice to Producer.

(e) Upon the termination or expiration of this Agreement (or of the requirement to provide any Supplied Product pursuant to this Agreement), Purchaser will purchase at cost all raw materials, components, labeling or packaging or other inventories held by Producer in the ordinary course of manufacturing or supplying the Supplied Products, including any unique materials used to support production for Purchaser, and any works in progress related to any Supplied Products; provided that Producer uses commercially reasonable efforts to reduce or exhaust existing stocks of all such materials or inventories prior to the date of expiration or termination. All delivery, removal and transportation costs incurred in connection with this Section 9.2(e) shall be borne by Purchaser except in the event Purchaser terminates this Agreement pursuant to Sections 9.2(a) or 9.2(b), in which case all such reasonable costs shall be borne by Producer to the extent such costs are in excess of the amount that would have been incurred for similar delivery, removal or transportation had this Agreement expired at the end of the then-current Term.

9.3 Transitional Support.

(a) Upon or within a mutually agreed time period prior to the expiration or termination of the Term (or such earlier time as may be requested by Purchaser), with respect to each family of Purchaser Products provided pursuant to this Agreement, Producer shall use commercially reasonable efforts to provide reasonable technical support to Purchaser, as set forth in this Section 9.3, to assist Purchaser in the technology transfer of production of such Purchaser Products to either one facility of Purchaser or one facility of an alternative source of supply as

designated by Purchaser ("Technical Support," and such facility, the "Receiving Site"); provided that this Section 9.3 shall not be deemed to require Producer to transfer any rights with respect to Intellectual Property; provided further that, to the extent any written agreement between Producer and Purchaser with respect to this Agreement sets forth a number of hours of Producer's time or other requirements (or limitations) with respect to the Technical Support obligations described herein, such requirements or limitations shall supersede any more general requirements described in this Section 9.3 with respect to the same subject matter.

(b) Purchaser or such designated alternative source supplier shall be responsible for providing leadership of any technology transfer from Producer. For the avoidance of doubt, Purchaser or such designated alternative source supplier shall be solely responsible (subject in any case to the limitations described herein, including in Section 9.3(a), with respect to the scope of the Technical Support) for identifying any and all Technical Support that is required from Producer to assure such technology transfer is successful.

(c) The Parties shall reasonably cooperate and mutually agree to facilitate the provision of any additional reasonable Technical Support with respect to the applicable Purchaser Product to Purchaser or such designated alternative source supplier, including assistance through the transfer process, Producer personnel visits to the Receiving Site, and training and troubleshooting during the Receiving Site's first production run of the Purchaser Product, in each case as and to the extent agreed by Producer in each instance (and subject to Section 9.3(f)).

(d) Producer shall have the right to prioritize its own projects and activities over any Technical Support hereunder with respect to staffing, production activities and other resources or obligations. In addition, Producer shall have no obligation to hire or retain any individuals or make any capital expenditures in connection with the Technical Support, and Producer's obligation to provide Technical Support is contingent upon the continued employment by Producer of those individuals capable of providing such Technical Support. If any Producer personnel involved in providing the Technical Support to Purchaser hereunder is hired by Purchaser or any of its Affiliates, Producer's obligation to provide any portion of the Technical Support under this Agreement that was previously provided by such Producer personnel shall terminate and be of no further force or effect.

(e) Purchaser shall be solely responsible for any and all regulatory or other Governmental Authority requirements, activities and related costs and expenses that arise in conjunction with any Technical Support, technology transfer of production or production of each Purchaser Product to or at the Receiving Site. These activities may also include creation of additional data or technical information, analytical method modifications or other work of a technical nature required to support regulatory queries or contemporary standards and guidelines driven by the manufacturing transfer.

(f) Purchaser shall be responsible for and shall promptly reimburse Producer upon Producer's written request for, any and all out-of-pocket costs and expenses incurred by or on behalf of Producer in connection with any Technical Support under this Agreement, as well as Producer's time (charged at then-current staff rates).

(g) Notwithstanding anything to the contrary herein, Producer's obligations pursuant to this Section 9.3 shall only apply if (i) Producer has terminated this Agreement pursuant to Section 9.2(c)(ii) and (ii) both at the time of Producer providing notice of termination pursuant to Section 9.2(c) (ii) and at any time between the date of such notice and the termination date, Producer has no other termination right. For the avoidance of doubt, Purchaser shall have no rights to any continuing supply of the Supplied Products or any technology or processes related to the production of such Supplied Products if this Agreement expires or terminates other than pursuant to Section 9.2(c) (ii). If Producer is required to provide the transitional support described in this Section 9.3, in no case shall such obligation required Producer to disclose, license or otherwise provide confidential or proprietary information of Producer for any purpose other than continued production of the Supplied Products with respect to the Business or any Third Party, in connection with this Agreement or any Technical Support or technology transfer therein.

(h) Any and all Intellectual Property (including Specifications, know-how or other information related to the manufacture of the Supplied Products) owned by the Producer as of the Effective Date shall remain owned, as between the Parties, solely by Producer or its applicable Affiliates. If Producer has terminated this Agreement solely pursuant to Section 9.2(c) (ii) (and for clarity, Producer had no other termination right as of the termination notice date or any other time between such notice date and termination), Producer hereby grants to Purchaser (effective only as of the time of such termination) a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free (except for any pass-through royalties or other payments owed to a Third Party therefor), non-sublicenseable license to use or practice any Producer Intellectual Property that was used by Producer in manufacturing the Purchaser Products hereunder, in each case, solely to the extent necessary for Purchaser or an alternative source of supply designated by Purchaser to continue manufacturing such Purchaser Products or line extensions of such Purchaser Products or combinations of such Purchaser Products other Products of Purchaser, in each case, for use solely in the Business.

ARTICLE X
INDEMNITY

10.1 Producer's Obligation. Producer agrees to indemnify and hold harmless Purchaser's Indemnitees from and against, and in respect of, any and all Liabilities to Third Parties incurred by any of Purchaser's Indemnitees that arise out of, relate to, or result from:

(a) any material failure by it or any of its Affiliates to comply in any respect with any of the covenants, agreements, representations or warranties set forth in Section 8.1;

(b) any actual or alleged infringement, misappropriation or violation of the patent, copyright, trademark or other proprietary rights or Intellectual Property of any Third Party by the Producer Products (other than with respect to any Purchaser Supplied Components); or

(c) any material breach by it of its obligations under this Agreement.

provided, however, that this Section 10.1 shall not apply to any Liabilities to the extent that the Liability is within the scope of the indemnity obligations set forth in Section 10.2 below. Expenses shall be reimbursed or advanced when and as incurred promptly upon submission of statements by any Indemnitee to Producer.

10.2 Purchaser's Obligation. Purchaser agrees to indemnify and hold harmless Producer's Indemnitees from and against, and in respect of, any and all Liabilities to Third Parties asserted against or incurred by any of Producer's Indemnitees that arise out of, relate to or result from:

(a) any actual or alleged infringement, misappropriation or violation of the patent, copyright, trademark or other proprietary rights or Intellectual Property of any Third Party, arising out of the use by Producer of Purchaser Products or Purchaser Supplied Components in accordance with the Specifications;

(b) any actual or alleged infringement, misappropriation or violation of the patent, copyright, trademark or other proprietary rights or Intellectual Property of any Third Party by the Purchaser Products or Purchaser Supplied Components;

(c) the development, manufacture, storage, promotion, marketing, distribution, sale or use of any Supplied Product;

(d) any failure of the Purchaser Supplied Components to comply in any material respect with the specifications therefor; or

(e) any material breach by it of its obligations under this Agreement;

provided, however, that this Section 10.2 shall not apply to any Liabilities to the extent that the Liability is within the scope of the indemnity obligations set forth in Section 10.1 above; and provided, further, that clause (c) shall not include the manufacture or storage by or on behalf of Producer of Supplied Products in material breach of the warranties contained in Section 8.1. Expenses shall be reimbursed or advanced when and as incurred promptly upon submission of statements by any Indemnitee to Purchaser.

10.3 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) The Parties intend that any Liability subject to indemnification, contribution or reimbursement pursuant to this Agreement will be net of Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of any indemnifiable Liability. Accordingly, the amount that either Party (an "Indemnifying Party") is required to pay to the Indemnitee shall be reduced by any Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds or any other amounts in respect of such Liability, then within 30 days of receiving such payment, the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties agree that an insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement, have any subrogation rights with respect thereto, it being understood that no insurer shall be entitled to a "windfall" (*i.e.*, a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification and contribution provisions in Article X hereof. Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneys' fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification or contribution may be available under this Agreement. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification or contribution payment required, or otherwise satisfying any indemnification or contribution obligation, under the terms of this Agreement pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement.

10.4 Procedures for Indemnification of Third-Party Claims.

(a) *Notice of Claims*. If, at or following the Effective Date, an Indemnitee shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Parent Group or the SpinCo Group of any claim or of the commencement by any such Person of any Action (collectively, a "Third-Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to this Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof as soon as practicable, but in any event within 30 days (or sooner if the nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Agreement shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party is actually prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 10.4.

(b) *Control of Defense*. An Indemnifying Party shall defend (and seek to settle or compromise), at its own expense and with its own counsel, any Third-Party Claim; provided, that, prior to the Indemnifying Party assuming and controlling the defense of such Third-Party Claim, it shall first confirm to the Indemnitee in writing that, assuming the facts presented to the Indemnifying Party by the Indemnitee are true, the Indemnifying Party shall indemnify the Indemnitee for any such damages to the extent resulting from, or arising out of, such Third-Party Claim. Notwithstanding the foregoing, if in the course of defending such Third-Party Claim, (i) the Indemnifying Party discovers that the facts presented at the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third-Party Claim were not true in all material respects and (ii) such untruth provides a reasonable basis for asserting that the

Indemnifying Party does not have an indemnification obligation in respect of such Third-Party Claim, then (A) the Indemnifying Party shall promptly thereafter provide the Indemnitee written notice of its assertion that it does not have an indemnification obligation in respect of such Third-Party Claim and (B) the Indemnitee shall assume the defense of such Third-Party Claim, provided, however, that the Indemnifying Party shall not assume the defense of any Third-Party Claim to the extent such Third-Party Claim (x) is an Action by a Government Authority, (y) involves an allegation of a criminal violation or (z) seeks injunctive relief against the Indemnitee.

(c) *Allocation of Defense Costs*. An Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of a Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred by the Indemnifying Party during the course of the defense of such Third-Party Claim by such Indemnifying Party, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense.

(d) *Right to Monitor and Participate*. An Indemnitee shall have the right to employ separate counsel (including local counsel as necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee, but the fees and expenses of such counsel shall be at the expense of such Indemnitee, and the provisions of this Section 10.4(d) shall not apply to such fees and expenses. Notwithstanding the foregoing, but subject to this Agreement, the Indemnitee shall cooperate with the Indemnifying Party in the defense of any Third-Party Claim and make available to the Indemnifying Party, at the Indemnitee's expense, all witnesses, information and materials in the Indemnitee's possession or under the Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party. In addition to the foregoing, if any Indemnitee reasonably determines in good faith that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel) and to participate in (but not control) the defense, compromise, or settlement thereof, and in such case the Indemnifying Party shall bear the reasonable fees and expenses of such counsel for all Indemnitees.

(e) *No Settlement*. Neither any member of the Parent Group, nor any member of the SpinCo Group, may settle or compromise any Third-Party Claim for which a SpinCo Indemnitee or a Parent Indemnitee, respectively, is seeking or is reasonably expected to seek to be indemnified hereunder without the prior written consent of SpinCo or Parent, respectively, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising Party, does not involve any admission, finding or determination of wrongdoing or violation of Law by any SpinCo Indemnitee or any Parent Indemnitee, respectively, provides for a full, unconditional and irrevocable release of each SpinCo Indemnitee or each Parent Indemnitee, respectively, from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party delivers the other Party a written notice containing a proposal to settle or compromise a Third-Party Claim for which an Indemnitee is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within 10 business days or such longer period, not to exceed 20 days, as may be agreed by the Parties, (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(f) *Allocation of Proceeding Liabilities*. The Parties acknowledge that Liabilities for Actions (regardless of the parties to the applicable Action) may be partly Parent Liabilities and partly SpinCo Liabilities. If the Parties cannot agree on an allocation of any such Liabilities for Actions, they shall resolve the matter pursuant to the procedures set forth in this Agreement. Neither Party shall, nor shall either Party permit its Subsidiaries to, file Third Party claims or cross-claims against the other Party or its Subsidiaries in an Action in which a Third Party Claim is being resolved.

(g) *Cooperation as to Removal*. Each of the Parties agrees that at all times from and after the Effective Date, if an Action is commenced by a Third Party naming two or more Parties (or any Affiliates of such Parties) as defendants and with respect to which one or more named Parties (or any Affiliates of such Parties) is a nominal defendant and/or such Action is related solely to an Asset or Liability that the other Party has been allocated under this Agreement, then the other Party or Parties shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

10.5 Additional Matters.

(a) *Timing of Payments*. Indemnification or contribution payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification or contribution under this Agreement shall be paid reasonably promptly (but in any event within 30 days of the final determination of the amount that the Indemnitee is entitled to indemnification or contribution under this Agreement) by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification or contribution payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. The indemnity and contribution provisions contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, and (ii) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder.

(b) *Notice of Direct Claims*. Any claim for indemnification or contribution under this Agreement that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the applicable Indemnifying Party within 30 days of such determination that such matter has given, or will likely give rise to, a right of indemnification under this Agreement; provided that the failure by an Indemnitee to so assert any such claim shall not prejudice the ability of the Indemnitee to do so at a later time, except to the extent (if any) that the Indemnifying Party is actually prejudiced thereby. Such Indemnifying Party shall have a period of 30 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 30-day period, such specified claim shall be conclusively deemed a Liability of the Indemnifying Party under Section 10.4 or this Section 10.5 or, in the case of any written notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of the claim (or such portion thereof) becomes finally determined. If such Indemnifying Party does not respond within such 30-day period or rejects such claim in whole or in part, such Indemnitee shall, subject to the provisions of this Agreement, be free to pursue such remedies as may be available to such Party as contemplated by this Agreement, as applicable, without prejudice to its continuing rights to pursue indemnification or contribution hereunder.

(c) *Pursuit of Claims Against Third Parties*. If (i) a Party incurs any Liability arising out of this Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against such Third Party.

(d) *Subrogation*. In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(e) *Limitations on Subrogation Rights and Pursuit of Claims*. Notwithstanding Sections 10.5(c) and 10.5(d), without the prior written consent of the Indemnitee (which shall not be unreasonably withheld), no Indemnifying Party shall have the right to pursue claims not directly available to it, or otherwise cause any Indemnitee to pursue any such claims, against Third Parties (other than insurance providers) with whom any Indemnitee (or Affiliate thereof) has a material commercial relationship, if such Indemnitee (or Affiliate thereof) determines in good faith that the pursuit of such claim would reasonably be expected to materially disrupt or diminish the commercial relationship with such Third Party.

(f) *Substitution.* In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in Section 10.4 and this Section 10.5, and the Indemnifying Party shall fully indemnify the named defendant against all reasonable costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

(g) *Tax Matters Agreement Coordination*. The provisions of Section 10.5(a)-(f) shall not apply to Taxes to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. It is understood and agreed that Taxes and Tax matters, including the control of Tax-related proceedings, shall be governed by the Tax Matters Agreement to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. In the case of any conflict or inconsistency between this Agreement and the Tax Matters Agreement in relation to any matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall prevail.

10.6 Right of Contribution. If any right of indemnification contained in Section 10.1 or 10.2 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless

an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

10.7 Sole Monetary Remedy. The remedies provided in this Article X, together with any other monetary remedy, obligation or reimbursement expressly and specifically contemplated by this Agreement (including as set forth in Article VI, and Sections 8.3 and 12.1(b)), shall be the sole monetary remedies available in respect of this Agreement.

10.8 Survival of Indemnities. The rights and obligations of each of the Parties and their respective Indemnitees under this Article X shall survive (a) the sale or other transfer by either Party or any member of its Group of any assets or businesses or the assignment by it of any Liabilities; or (b) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of the members of its respective Group.

ARTICLE XI
REGULATORY MATTERS

11.1 Producer's Regulatory Responsibilities Regarding Supplied Products. At all times during the Term, Producer shall be solely responsible for maintaining the Production Facilities, equipment and processes used in producing the Supplied Products and in performing Producer's other obligations under this Agreement.

11.2 Purchaser's Regulatory Responsibilities Regarding Purchaser Products. Except as specifically stated otherwise in this Agreement, Purchaser shall be responsible for all regulatory matters relating to or involving any Purchaser Product, including all decisions and actions with respect thereto. Producer shall reasonably cooperate with Purchaser in connection with Purchaser's responsibilities under this Section 11.2. Purchaser shall, with respect to any such regulatory matters: (a) act as liaison with the FDA or other Medical Regulatory Authority or Certification Body; (b) collect appropriate data and information from Producer and then prepare and make all Purchaser-required submissions to the appropriate Medical Regulatory Authorities or Certification Bodies (e.g., the annual reports, notifications, renewals, etc.); (c) monitor all studies pertinent to regulatory matters; and (d) obtain all required regulatory approvals. In particular, Purchaser shall:

(a) Prepare and obtain approval of and hold all 510(k) notifications and other new product submissions as required by the FDA and the Act, or any other relevant Medical Regulatory Authority or Certification Body, relating to the Purchaser Products;

(b) List the Purchaser Products pursuant to Section 510 of the Act or other similar requirements of Law;

(c) Comply with 21 CFR §820.30, if applicable, and other similar design control provisions of Regulations issued by the FDA or other relevant Medical Regulatory Authority or Certification Body;

(d) Provide Producer with copy for labeling to physically accompany Purchaser Products (not including promotional labeling) to the extent required to comply with the Act or other relevant Medical Regulatory Authority or Certification Body;

(e) Report to the FDA or other relevant Medical Regulatory Authority or Certification Body;

(f) Administer all requisite field corrective actions, product holds, recalls, withdrawals or quarantines relating solely to Purchaser Products; and

(g) Prepare, obtain approval and hold all Product Technical Files, Notifications and other new product dossiers required by Law, including any applicable Medical Regulatory Authority or Certification Body relating to the Purchaser Products.

11.3 Reference Filings. Upon the reasonable request of Purchaser, Producer will grant Purchaser the right to cross-reference filings held in Producer's name with applicable Medical Regulatory Authorities to the extent reasonably necessary in connection with Purchaser's obtaining and maintaining marketing approval for any Supplied Product and to the extent such grant will not violate applicable confidentiality obligations.

11.4 No Debarred Service Provider. Producer has not and will not use the services of employees or Subcontractors who have been debarred by the FDA or any other Medical Regulatory Authority or Certification Body and, at Purchaser's reasonable written request, will not use the services of any particular employees or Subcontractors identified by Purchaser in connection with the manufacture of Supplied Products pursuant to this Agreement. If Producer becomes aware that an employee, Subcontractor or employee of Subcontractor has been debarred and said person performed, in any capacity, services in connection with a Supplied Product, Producer shall promptly notify Purchaser of such person's debarment.

11.5 Quality Agreement. In the event of any conflict or inconsistency between this Agreement and the Quality Agreement, this Agreement shall govern except with respect to quality and regulatory matters, which shall be governed by the Quality Agreement.

ARTICLE XII
PRODUCT RECALLS

12.1 Investigation; Recall; Voluntary Withdrawal.

(a) Purchaser shall have the responsibility for investigating, evaluating and making all determinations with respect to recalls, withdrawals or field corrections of any Purchaser Product. In the event that (i) Purchaser reasonably determines that any such Purchaser Product should be recalled, withdrawn or subject to a field correction for any reason, (ii) a Medical Regulatory Authority in any country shall allege or prove that any such Purchaser Product does not comply with Laws in such country and should be recalled, withdrawn or subject to a field

correction, or (iii) a court of competent jurisdiction or other Governmental Authority orders such a recall, withdrawal or field correction, Purchaser shall promptly notify Producer and both Parties shall cooperate fully regarding the investigation and disposition of any such matter.

(b) Producer shall have the responsibility for investigating, evaluating and making all determinations with respect to recalls, withdrawals or field corrections of any Producer Product to the extent of any manufacturing defects. In the event that (i) Producer reasonably determines that any such Producer Product should be recalled, withdrawn or subject to a field correction for any reason, (ii) a Medical Regulatory Authority in any country shall allege or prove that any such Producer Product does not comply with Laws in such country and should be recalled, withdrawn or subject to a field corrective action, or (iii) a court of competent jurisdiction or other Governmental Authority orders such a recall, withdrawal or field correction, Producer shall promptly notify Purchaser and both Parties shall cooperate fully regarding the investigation and disposition of any such matter.

(c) To the extent that any recall, withdrawal or field correction is due to the failure of Producer (and/or any of its Affiliates or any Person acting on behalf of Producer or any of its Affiliates) to deliver Supplied Products that materially comply with any of the covenants or agreements contained in Sections 8.1(a) or 8.1(b), Producer shall: (i) promptly replace, at no cost or expense to Purchaser, the recalled, withdrawn or field corrected Supplied Product with Supplied Product which conforms to the covenants and agreements contained in Sections 8.1(a) and 8.1(b), and (ii) bear all costs of conducting the recall, withdrawal or field correction in accordance with the recall guidelines of the applicable Medical Regulatory Authority, provided that such costs shall not exceed the amount of fees paid by Purchaser to Producer hereunder with respect to such Products over the prior 12 months. If each of Producer and Purchaser contributes to the cause for a recall, withdrawal or field correction, the limitations set forth in Section 12.1(c)(ii) will be reduced to a percentage of such amount representing Producer's relative fault. Any costs incurred by Producer under this Section 12.1 will not be included in the calculation of the Production Cost. If such recall, withdrawal or field correction of any Purchaser Products results from any other reason, Purchaser shall bear all costs of conducting the recall, withdrawal or field correction in accordance with the recall guidelines of the applicable Medical Regulatory Authority, including expenses of such recall, withdrawal or field correction. For purposes of this Agreement, the expenses of any recall, withdrawal or field correction shall be all expenses relating to or arising out of compliance with an order of any Governmental Authority, Medical Regulatory Authority or Certification Body and all internal and out-of-pocket expenses incurred by either Party relative to notification, shipping, disposal and return of the recalled or withdrawn Supplied Product and the notification and correction of any Supplied Product subject to a field corrective action. Notwithstanding anything to the contrary contained herein, Purchaser shall have the final decision-making authority with respect to any recall, withdrawal or field correction of any Purchaser Products and conducting any such recall, withdrawal or field correction. Purchaser shall be responsible for coordinating, tracking and monitoring any such recall, withdrawal or field correction activities with the FDA and any other Medical Regulatory Authority, as well as its customers or otherwise at a Purchaser designated site, and Producer shall reasonably cooperate with Purchaser at Purchaser's expense in this regard.

(d) Each Party shall promptly send to the other Party any reports relating to such inspections, recalls or violations or potential violations of Law applicable to the Purchaser

Products; provided that such Party may reasonably redact any such reports to protect its confidential information (including information regarding products not sold to or systems not used to manufacture products for the other Party). In the event that any Governmental Authority requests from Producer, but does not seize, any Purchaser Product in connection with any inspection, Producer (i) shall promptly notify Purchaser of such request, (ii) if permitted by Law, shall satisfy such request only after receiving Purchaser's approval, such approval not to be unreasonably withheld or delayed, (iii) shall follow any reasonable procedures instructed by Purchaser in responding to such request and (iv) shall promptly send any Purchaser Product requested by the Governmental Authority to Purchaser. Producer shall not initiate any recall of a Purchaser Product except as provided in the Quality Agreement without the prior written agreement by Purchaser. Producer shall cooperate with the representatives of any Governmental Authority in connection with any of the foregoing.

ARTICLE XIII
INSURANCE

13.1 Insurance. Purchaser shall maintain (or have maintained by any Party that is an Affiliate of Purchaser for Purchaser's benefit) the following minimum types and amounts of Third Party insurance coverage: (a) commercial general liability insurance providing coverage on an occurrence basis with a bodily injury limit of not less than $25,000,000 per occurrence; (b) property damage insurance with a combined, $20,000,000 general aggregate limit; and (c) $25,000,000 of coverage or products liability and completed operations. Purchaser shall provide Producer with evidence of such coverages in the form of a certificate of insurance, which shall confirm that such insurance coverages shall be renewed and may not be cancelled unless the insurer provides written notice to Producer at least 30 days prior to the effective date of such cancellation or nonrenewal. Each Party shall be responsible for insuring its and its Affiliates' own employees and representatives for injuries received in locations that are owned or controlled by any other Party.

ARTICLE XIV
FORCE MAJEURE

14.1 Force Majeure. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay unless this Agreement has previously been terminated under Article IX. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

ARTICLE XV
CONFIDENTIALITY

15.1 Confidentiality/Protective Arrangements.

(a) *Confidentiality*. Subject to Section 15.2, from and after the Effective Date until the third anniversary of the Effective Date, and in the case of trade secrets, until the relevant trade secret no longer retains its status or qualifies as trade secrets under applicable Laws (other than due to any act or omission of the receiving Party in breach of its obligations hereunder), each of the Parties, on behalf of itself and each member of its respective Group, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to Parent's confidential, personal and proprietary information pursuant to policies in effect as of the Effective Date, all confidential, personal and proprietary information concerning the other Party or any member of the other Party's Group or their respective businesses that is either in its possession (including confidential, personal and proprietary information in its possession prior to the date hereof) or furnished by any such other Party or any member of such other Party's Group or their respective Representatives at any time pursuant to this Agreement or otherwise, and shall not use any such confidential, personal and proprietary information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential and proprietary information has been (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any member of such Party's Group or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party (or any member of such Party's Group), which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential and proprietary information or (iii) independently developed or generated without reference to or use of any proprietary or confidential information of such other Party or any member of such other Party's Group. If any confidential, personal and proprietary information of one Party or any member of its Group is disclosed to the other Party or any member of such other Party's Group in connection with providing services to such first Party or any member of such first Party's Group under this Agreement or any Ancillary Agreement, then such disclosed confidential, personal and proprietary information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction*. Each Party agrees not to release or disclose, or permit to be released or disclosed, any information addressed in Section 15.1(a) to any other Person, except its Representatives who need to know such information in their capacities as such (who shall be advised of their obligations hereunder with respect to such information), and except in compliance with Section 15.2. Without limiting the foregoing, when any such information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, and is no longer subject to any legal hold or other document preservation obligation, each Party shall promptly, at the request of the other Party, either return to the other Party all such information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or notify the other Party in writing that it has destroyed such information (and such copies thereof and such notes, extracts or summaries based thereon); provided, that the Parties may retain electronic backup versions of such information maintained on routine computer system backup tapes, disks or other backup storage devices; provided further, that any such information so retained shall remain subject to the confidentiality provisions of this Agreement. Each Party

agrees to comply with all applicable privacy, data protection, data security or other applicable Laws, policies and contracts with regard to the collection, maintenance, disclosure, retention or destruction the personal information in its possession, custody or control.

(c) *Third-Party Information; Privacy or Data Protection Laws*. Each Party acknowledges that it and members of its Group may presently have and, following the Effective Date, may gain access to or possession of confidential or proprietary information of, personal information relating to, Third Parties (i) that was received under privacy policies and/or confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or members of such other Party's Group, on the other hand, prior to the Effective Date; or (ii) that, as between the two Parties, was originally collected by the other Party or members of such other Party's Group and that may be subject to and protected by privacy policies, as well as privacy, data protection, data security or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause the members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary information of, or personal information relating to, Third Parties in accordance with privacy policies and privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Date or affirmative commitments or representations that were made before the Effective Date by, between or among the other Party or members of the other Party's Group, on the one hand, and such Third Parties, on the other hand.

15.2 Protective Arrangements. In the event that a Party or any member of its Group either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any member of the other Party's Group) that is subject to the confidentiality provisions hereof, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

ARTICLE XVI
DISPUTE RESOLUTION

16.1 General.

(a) In the event of a dispute concerning this Agreement, the Parties agree to engage in a good faith effort and negotiation in an attempt to resolve the dispute. In the event that this initial negotiation is not successful, the Parties agree to elevate the dispute to an Authorized

Representative of each Party, and the Authorized Representative of each Party will negotiate in good faith and attempt to arrive at a mutual resolution of such dispute. In the event that the dispute remains unresolved 30 days after the date on which one Party notified the other in writing of the dispute, either Party may then seek to enforce this Agreement in accordance with Article VII of the Separation Agreement which shall govern all disputed matters under this Agreement (as though the Agreement referenced therein were this Agreement). Parent designates its SVP of Operations or his or her designee and SpinCo designates its SVP of Operations or his or her designee for purposes of Section 7.1(a) of the Separation Agreement. Each Party may replace its designee upon written notice to the other Party.

(b) Any waiver (including pursuant to Section 18.12), consent (including pursuant to Sections 18.12), amendment (including pursuant to Section 18.12), or agreement executed by a Party in connection with this Agreement, including with respect to any Supplied Product, will be effective only if such waiver, consent, amendment or agreement is executed by the Senior Vice President of Strategy or Senior Vice President of Business Development, as applicable, of such Party or his or her respective designee (each, an "Authorized Representative").

ARTICLE XVII
ASSIGNMENT

17.1 General. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that, except as provided below, neither Party may Transfer its interest or any of its rights or obligations in the Agreement, including Transfers by operation of law such as by way of merger or consolidation, without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding any assignment or other Transfer, references to the Parties and their Affiliates in this Agreement shall continue to apply to the original Parties (or any later successors, transferees or assignees) and their Affiliates.

17.2 Transfers by Producer. Notwithstanding the foregoing provisions of this Article XVII, Producer may Transfer substantially all of its rights and obligations hereunder (or any portion thereof with respect to any applicable Supplied Product) to any Person to which Producer shall Transfer substantially all of its business and assets related to the manufacture or provision of such Supplied Product hereunder; provided that (a) any such acquiring Person shall assume in writing the portion of Producer's obligations hereunder relating to the Supplied Products so Transferred, and shall deliver a signed copy of such assumption instrument to Purchaser, (b) any such acquiring Person is capable of adhering to these obligations consistent with all applicable regulatory requirements, including cGMP/Quality System Regulations and governmental filings/clearance, and (c) and Producer shall give Purchaser at least 60 days' Notice prior to such Transfer.

17.3 Transfers by Purchaser. Notwithstanding the foregoing provisions of this Article XVII, Purchaser may Transfer its rights and obligations hereunder to any Person to which Purchaser shall Transfer substantially all of its business and assets; provided that any such acquiring Person shall assume in writing the Purchaser's obligations hereunder and shall deliver a signed copy of such assumption instrument to Producer. Purchaser shall remain liable for all of its obligations under this Agreement notwithstanding any such Transfer.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Counterparts; Entire Agreement; Corporate Power; Signatures and Delivery.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto.

(b) This Agreement and the Exhibits, Schedules and appendices hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. This Agreement, the Separation Agreement, and the Ancillary Agreements together govern the arrangements in connection with the Separation and the Distribution and would not have been entered into independently. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that SpinCo will not be charged more than once for the same service, activity, function or expense that is performed or incurred by Parent or its Affiliates or Third Parties pursuant to this Agreement to the extent that SpinCo or its Affiliates are bearing the charges for such service, activity, function or expense pursuant to another Ancillary Agreement.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(d) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by e-mail in portable document format (.pdf) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by e-mail in portable document format (.pdf)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

18.2 Governing Law.

(a) This Agreement and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(b) Subject to the provisions of Article XVI, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, in any action or proceeding arising out of or relating to this Agreement for recognition or enforcement of any judgment or award relating hereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in such courts and (iv) waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such courts.

18.3 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party hereto. Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement in connection with a Change of Control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant Party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party.

18.4 Third-Party Beneficiaries. Except for any Indemnitee (in their respective capacities as such) expressly entitled to indemnification rights under this Agreement, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any other Person any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any Third Party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

18.5 Notices. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and except as provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by electronic mail ("e-mail"), so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 18.5):

If to Producer, to:

c/o Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: General Counsel
E-mail: legal.americas@zimmerbiomet.com

with copies (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

and

Faegre Drinker Biddle & Reath
600 E. 96th Street, Suite 600
Indianapolis, Indiana 46240
Attention: Trevor Belden
E-mail: trevor.belden@faegredrinker.com

If to Purchaser (prior to the Effective Date), to:

ZimVie Inc.
10225 Westmoor Dr.
Westminster, Colorado 80021
Attention: Heather Kidwell,
Senior Vice President, Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: heather.kidwell@zimmerbiomet.com

with copies (which shall not constitute notice), to:

White & Case LLP

1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

and

Faegre Drinker Biddle & Reath
600 E. 96th Street, Suite 600
Indianapolis, Indiana 46240
Attention: Trevor Belden
E-mail: trevor.belden@faegredrinker.com

A Party may, by notice to the other Party, change the address to which such notices are to be given or made.

18.6 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

18.7 No Set-Off. Except as mutually agreed to in writing by the Parties, neither Party nor any member of such Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement; or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement.

18.8 Publicity. From and after the Effective Date, Producer and Purchaser shall consult with each other before issuing, and give each other the opportunity to review and comment upon, that portion of any press release or other public statements that relates to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except (i) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system (in which case such Party shall promptly notify the other Party and allow the other Party a reasonable time and opportunity to oppose such process before making such disclosure), (ii) ordinary course communications with investors and analysts, and (iii) press releases or other public statements that are substantially consistent with prior disclosures made in accordance with this Agreement.

18.9 Expenses. Except as otherwise expressly set forth in this Agreement or as otherwise agreed to in writing by the Parties, all fees, costs and expenses incurred on or prior to the Effective Date in connection with the preparation, execution, delivery and implementation of this Agreement

will be borne by the Party or its applicable Subsidiary incurring such fees, costs or expenses. The Parties agree that certain specified costs and expenses shall be allocated between the Parties as set forth on Schedule 10.10 to the Separation Agreement.

18.10 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18.11 Survival of Covenants. Except as expressly set forth in this Agreement, the covenants, representations and warranties contained in this Agreement, and Liability for the breach of any obligations contained herein, shall survive the Separation and the Distribution and shall remain in full force and effect.

18.12 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement must be in writing and shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

18.13 Specific Performance. Subject to the provisions of Article XVI, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties hereto who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of their respective rights under this Agreement in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

18.14 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

18.15 Performance. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Agreement to all of the other members of its Group and (b) cause all of the other members of its Group not to take any action or fail to take any such action inconsistent with such Party's obligations under this Agreement or the transactions contemplated hereby or thereby.

18.16 Mutual Drafting. This Agreement shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ZIMMER, INC.

By: _____
Name:
Title:

ZIMVIE INC.

By: _____
Name:
Title:

Exhibit 10.7

FORM OF

REVERSE TRANSITION MANUFACTURING AND SUPPLY AGREEMENT

dated as of [ ], 2022

by and between

ZIMVIE INC.

and

ZIMMER, INC.

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REVERSE TRANSITION MANUFACTURING AND SUPPLY AGREEMENT

THIS REVERSE TRANSITION MANUFACTURING AND SUPPLY AGREEMENT (including, except as the context otherwise requires, the Quality Agreement, this "Agreement"), dated as of [ ], 2022 (the "Effective Date"), is by and between ZimVie Inc., a Delaware corporation ("Producer"), and Zimmer, Inc., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of the date hereof (the "Separation Agreement"), by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Parent"), and Producer, Parent will (i) transfer the SpinCo Assets (as defined in the Separation Agreement) to Producer or a member of the SpinCo Group (as defined in the Separation Agreement) and (ii) make a distribution, on a pro rata basis, to the holders of Parent Shares on the Record Date of at least 80% of the outstanding SpinCo Shares (the "Distribution"), resulting in Producer ceasing to be a wholly owned subsidiary of Parent, as more fully described in the Separation Agreement.

WHEREAS, in connection with the Separation Agreement, Producer and Purchaser or their respective Affiliates have agreed to enter into this Agreement pursuant to which Producer shall manufacture, or cause to be manufactured, for Purchaser the Purchaser Products (as defined below).

AGREEMENT

In consideration of the mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Producer and Purchaser agree as follows:

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Separation Agreement (and any capitalized terms used within those defined terms in the Separation Agreement shall also have the meanings given to such terms in the Separation Agreement if not otherwise defined in this Agreement). As used in this Agreement the following terms shall have the meanings set forth below:

"Act" shall mean the Federal Food, Drug and Cosmetics Act, 21 U.S.C. §§301-397.

"Annual Supplied Product Quantity" shall have the meaning provided in Section 6.2.

"Certificate of Compliance" shall mean a written certification signed by Producer and delivered to Purchaser stating that the applicable Supplied Products were processed in accordance with the agreed upon Specifications.

"Certification Body" shall mean any recognized organization the primary responsibility of which is the assessment of objective evidence regarding the compliance of medical products or medical devices, and their associated safety, effectiveness, manufacture, and quality systems or governance to applicable regulations and recognized standards.

"cGMP" shall mean the then-current good manufacturing practices and/or quality system regulations (QSR) promulgated by the FDA or other corresponding regulations promulgated by any other Medical Regulatory Authority under Law in effect from time to time.

"Contract Year" shall mean (i) the period commencing on the date hereof and ending on December 31, 2022 and (ii) each subsequent calendar year (or portion thereof) until this Agreement is terminated as provided in Article IX.

"Dedicated Equipment" shall mean all equipment used by Producer exclusively for the production of the Purchaser Products, including any equipment identified by the Parties as Dedicated Equipment from time to time.

"Due Date" has the meaning provided in Section 7.2.

"FDA" shall mean the United States Food and Drug Administration, or any successor Governmental Authority.

"Final Net Book Value" has the meaning provided in Section 2.15(c).

"Force Majeure" shall mean, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any Person acting on its behalf) and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes and floods. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party's response thereto shall not be deemed an event of Force Majeure.

"Group" shall mean, with respect to a Party, each Person that is a Subsidiary of such Party.

"Indemnifying Party" shall have the meaning provided in Section 10.3.

"Indemnitee" shall mean, with respect to a Party, (i) such Party's Affiliates, (ii) such Party's and its Affiliates' past, present and future directors, officers, employees or agents (in their capacity as such in each case) and (iii) each of the heirs, executors, administrators, successors and assigns of any of the foregoing.

"Indemnity Payment" shall have the meaning provided in Section 10.3.

"Initial Term" shall have the meaning provided in Section 5.1.

"Insolvent Party" shall have the meaning provided in Section 9.2.

"Mark-Up Percentage" shall mean 10%.

"Medical Regulatory Authority" shall mean any Governmental Authority the primary responsibility of which is to review the safety, effectiveness, reliability, manufacture, sale or marketing of medical products or medical devices for compliance with applicable regulatory requirements.

"Minimum Volume" shall have the meaning provided in Section 2.2.

"Non-Complying Products" shall have the meaning provided in Section 8.3.

"Parties" shall mean Producer and Purchaser.

"Production Cost" shall mean Producer's costs of manufacturing the Supplied Product, as determined and adjusted in accordance with Exhibit A, and as used to determine the Unit Production Cost.

"Production Cost Price Adjustment" shall have the meaning provided in Section 6.2.

"Production Facility" shall have the meaning provided in Section 2.5.

"Purchaser Intellectual Property" shall have the meaning provided in Section 4.1(a).

"Purchaser Permitted Marks" shall mean the trademarks, service marks, trade names, and related trade dress and logos of Purchaser set forth in Exhibit B.

"Purchaser Products" shall mean the Supplied Products listed in Exhibit A as Purchaser Products.

"Purchaser Supplied Components" shall mean the finished goods, raw materials, components, sub-assemblies and other products and parts indicated as Purchaser Supplied Components on Exhibit A.

"Quality Agreement" shall mean the Quality Agreement executed by the Parties with respect to this Agreement.

"Receiving Site" shall have the meaning provided in Section 9.3.

"Renewal Term" shall have the meaning provided in Section 5.2.

"Restricted Information" shall have the meaning provided in Section 6.5.

"Specifications" with respect to any Supplied Product shall mean the product specifications with respect to such Supplied Product maintained in Producer's or its applicable Affiliate's document management system at the Effective Date, as such specifications may be subsequently changed as provided in Section 2.4.

"Subcontractor Facility" shall have the meaning provided in Section 2.5.

"Supplied Products" shall mean the products (including raw materials, components, sub-assemblies, finished goods and other products and parts) described on Exhibit A and as more fully described in the Specifications for such product(s).

"Technical Support" shall have the meaning provided in Section 9.3.

"Term" shall mean the period commencing on the Effective Date and continuing until the termination or expiration of this Agreement as provided in Section 5.2

"Transfer" shall mean any assignment, transfer, sale or other disposition to a Person that is not an Affiliate of the transferor, including any transfer by way of merger or consolidation or otherwise by operation of law.

"Unit Production Cost" of any Supplied Product for each calendar year shall be the amount as determined in accordance with Exhibit A; provided that the Parties may agree in writing to use a different Unit Production Cost if they reasonably determine in good faith that the Unit Production Cost to be used for a given year does not accurately reflect the expected per unit cost to produce such Supplied Product.

"Waste" shall mean all reject or waste materials relating to the manufacturing of the Supplied Products, including chemical wastes, and excess or unusable products or materials.

1.2 Other Terms. Terms defined in other Sections will have the meanings therein provided.

1.3 Rules of Construction. In this Agreement, unless a clear, contrary intention appears, Section 10.16 of the Separation Agreement shall be incorporated by reference herein as though included in this Agreement (but for this purpose, only to the extent applicable to this Agreement, and not to the Separation Agreement). References to Producer or Purchaser shall be deemed to include the respective Affiliates of Producer or Purchaser through whom Producer or Purchaser, as the case may be, are acting in their performance hereunder.

ARTICLE II
MANUFACTURING

2.1 General. During the Term, Producer shall manufacture or cause to be manufactured for Purchaser the Purchaser Products pursuant to the terms of this Agreement.

2.2 Purchase Obligation. During each Contract Year, Purchaser shall purchase from Producer no less than 85% of the Annual Supplied Product Quantity (defined below), with amounts pro-rated for the Contract Year in which this Agreement is expired or terminated (as applicable in each case, the "Minimum Annual Volume"). For purposes of this Section 2.2, a Supplied Product shall be deemed purchased as of the time Producer receives the Firm Order associated with such Supplied Product in accordance herewith.

2.3 Volume Limitation; Capacity; Projects.

(a) Producer shall have no obligation to supply any Supplied Product to Purchaser in monthly volumes exceeding the respective maximum monthly volumes, if any, set forth in Exhibit A with respect to such Supplied Product. Producer shall use commercially reasonable efforts to devote adequate manufacturing capacity to be capable of manufacturing and supplying Supplied Product to Purchaser in accordance with the provisions of this Agreement; provided, however, that Producer shall not be required to purchase any new equipment, install any equipment purchased or requested by Purchaser or add (or, for clarity, allocate or dedicate) any additional manufacturing or storage capacity for the manufacturing and other activities to be carried out by Producer hereunder. Producer shall store materials and finished goods for the production of Supplied Products in a manner and volume consistent with the ordinary course of Producer's business; provided that, to the extent additional storage capacity is needed, such excess may be stored at a Third-Party facility at Purchaser's sole liability, cost, and expense.

(b) Producer will consider written requests by Purchaser to increase the maximum monthly volumes on a case-by-case basis. Subject to the other terms herein, Producer shall use good faith commercially reasonable efforts to cooperate with Purchaser to accommodate increased volume requirements, and Purchaser shall use good faith commercially reasonable efforts to provide adequate lead-time and notice of any material changes that it may expect from time to time in its historic or previously forecasted order quantities. Any such increase shall not in any material respect interrupt or divert resources from Producer's operation of its other businesses. Purchaser shall be fully responsible for all costs and expenses incurred by Producer resulting from any increase in capacity required to satisfy such increased maximum monthly volume, including any costs associated with the write-off of abandoned assets related to the project; provided that the Parties shall first agree to any such costs (or the project that will result in any such costs) prior to Producer incurring such expenses for which Purchaser will be responsible.

2.4 Product Improvements, Line Extensions and Additional Supplied Products. Producer shall have no obligation, express or implied, to develop or produce replacement products, product line extensions, product improvements or changes (including packaging and labeling), or new or other products in addition to the Supplied Products, nor shall Producer have any responsibility to procure any regulatory approvals required in connection with the development, testing, manufacture, marketing or sale of any such additional products. Notwithstanding the foregoing, within a reasonable period of time (to be determined by the Transition Committee) following receipt by Producer of a written request from Purchaser, Producer shall use commercially reasonable efforts (without unreasonably disrupting or diverting resources from Producer's other ongoing business operations) to develop and produce product improvements or changes and product line extensions as reasonably requested by Purchaser that are required by Law or are necessary to ensure the safety of Supplied Products; provided that all costs and expenses (including with respect to licensing and other regulatory requirements) incurred in connection with any such proposed improvement, change or product line extension shall be paid by Purchaser (including costs of capital equipment and process upgrades and of obsolescence of materials, goods-in-process, and finished goods not suitable for use in the business or operations of Producer or any of its Affiliates to the extent such levels of inventory are consistent with the most recent Forecast); provided further that, if any changes made pursuant to this Section 2.4 are required by Law and such changes apply generally to other products produced by Producer at such Production

Facility, then Purchaser shall pay a pro rata amount of the cost of such regulatory changes based upon the proportion of time that such Production Facility is dedicated to the production of Supplied Products relative to the production of such other products similarly affected by the regulatory requirement. The Parties shall enter into an amendment or supplement to this Agreement to reflect any increase in Production Costs resulting from any such replacement products, product line extensions, product improvements or other changes, and any modification to the applicable Specifications resulting from any improvement, change or product line extension implemented as provided in this Section 2.4. With respect to any proposed improvements, changes or product line extensions not required by Law or necessary to ensure the safety of Supplied Products, Producer shall, in good faith, consider the implementation of any such other proposed improvements, changes or product line extensions and cooperate to implement such changes at Purchaser's cost to the extent commercially reasonable and not an unreasonable disruption or diversion of resources from Producer's other ongoing business operations. In addition, at such time or times, if any, as the Parties mutually agree in writing to add additional products to (and make changes to) the Supplied Products to be supplied by Producer pursuant to this Agreement, the Parties shall enter into any amendment or supplement determined to be desirable by the Parties to reflect the terms and conditions, including any modification to the applicable Specifications, mutually agreed upon by the Parties with respect to such additional Supplied Products.

2.5 Production Facilities. The manufacturing operations shall be carried out at the facilities of Producer or its Affiliates in the respective locations set forth on Exhibit A, at such other locations as permitted in accordance with this Section 2.5 (each, a "Production Facility") or at the applicable facilities of one or more permitted Subcontractors (each such Subcontractor facility, a "Subcontractor Facility"). Notwithstanding anything to the contrary contained herein, Producer may (at its cost unless otherwise agreed) move its manufacturing operations from any Production Facility or Subcontractor Facility to another location in its sole discretion; provided that (a) any such new Production Facility or Subcontractor Facility shall manufacture the applicable Supplied Product(s) in conformity with cGMP and the Specifications and (b) to the extent that any such change in location (or the use of any Subcontractor Facility if such Subcontractor Facility is not indicated in Exhibit A for any such Supplied Product) results in an increase in the Production Cost of any Supplied Product, Producer may not charge such increase to Purchaser. In the event of any such change in location, Exhibit A shall be amended appropriately.

2.6 Subcontracting. Producer shall be entitled to hire or engage, or cause to be hired or engaged, any subcontractor or other Third Party (each, a "Subcontractor") to perform any or all of its obligations under this Agreement; provided that (a) such Subcontractor is qualified to provide the subcontracted service, (b) such Subcontractor's performance is in conformity with cGMP, (c) the Subcontractor Facility has all applicable Government Authority clearances and licenses required by Law, (d) such Subcontractor agrees to comply with the obligations of this Agreement as if it were the Producer hereunder for the Supplied Products such Subcontractor provides, and (e) Producer remains primarily responsible for its obligations under this Agreement.

2.7 Purchaser's Responsibilities. In order to facilitate the manufacture of Supplied Products by Producer, Purchaser shall:

(a) Provide to Producer copies of the Specifications pertaining to the Purchaser Products in quantities sufficient to permit Producer to carry out its obligations hereunder.

(b) Provide, at Purchaser's cost and expense, Purchaser Supplied Components to Producer at the Production Facility or Subcontractor Facility, or such other location, in each case as indicated on Exhibit A. Purchaser shall deliver such Purchaser Supplied Components to Producer in quantities and at the times as Producer shall reasonably request and as shall be reasonably required by Producer to plan for and meet the Forecasts provided by Purchaser as provided in Section 2.8. Notwithstanding the foregoing, Purchaser shall be entitled to reasonable advance notice of the quantities of Purchaser Supplied Components required by Producer. All Purchaser Supplied Components delivered to Producer as provided in this Section 2.7 shall conform to the Specifications therefor identified by Producer and Purchaser at the Effective Date or as later agreed in writing between Purchaser and Producer. Title and risk of loss to the Purchaser Supplied Components shall remain with Purchaser, except to the extent any damage, destruction or other loss was directly caused by the gross negligence or willful misconduct of Producer.

(c) Grant Producer and its employees reasonable access to Purchaser's employees as reasonably required to assist Producer in the production of Supplied Products.

2.8 Forecasts and Firm Orders.

(a) With respect to each Supplied Product, at least seven calendar days prior to the beginning of each calendar month during the Term, Purchaser shall give Producer a rolling forecast (each a "Forecast") of the orders Purchaser expects to place with Producer for such Supplied Product for each month during the rolling forecast period specified in Exhibit A, which Forecast shall satisfy all of the requirements of the master scheduling system employed from time to time by Producer. The Forecast for the binding period specified in Exhibit A shall contain specific dates for shipment (and Producer and Purchaser shall cooperate to cause shipments to occur promptly after release at the Production Facility, and in any case in a reasonable manner to avoid unreasonable or undue burden on Producer's other businesses and operations at such Production Facility) and shall be binding on both Producer and Purchaser regarding such Supplied Product to be purchased or supplied by the respective Parties (a "Firm Order"), subject to Section 2.8(b). The quantities of Supplied Products (or any components thereof, if applicable and different from the binding period for Supplied Products generally) for the final month of the applicable binding forecast period subject to a Firm Order may not vary by more than 15% from the forecasted quantities contained in the immediately preceding Forecast for such month prior to its inclusion in a Firm Order. Forecasts relating to each Supplied Product beginning on the date of this Agreement were delivered to Producer by Purchaser at the time of signing this Agreement. Without limiting Section 2.2, minimum per order quantities for each Supplied Product, if any, shall be set forth in Exhibit A.

(b) Each Firm Order shall give rise to a binding obligation of Purchaser to purchase, accept and pay for the quantities of Supplied Products referred to therein. Notwithstanding the foregoing or Section 2.8(a), Producer shall use commercially reasonable efforts to meet Purchaser's requested quantities and shipment dates for increased orders in excess of the permitted amounts if such amounts can be reasonably accommodated (at Purchaser's expense) without unreasonably interrupting, or otherwise diverting resources from, Producer's

other businesses. Producer shall be deemed to have accepted and shall be bound by any Firm Order submitted to Producer, as such Firm Order may be changed as provided in the preceding sentence, and Purchaser shall be required to pay for the quantity of Supplied Products included in the applicable Firm Order and available for delivery, as such Firm Order may be modified by Purchaser pursuant to the preceding sentence, if applicable. Purchaser acknowledges that Supplied Products in excess of the quantities set forth in a Firm Order may be realized as a result of Producer's reasonable efforts hereunder, including due to production efficiencies achieved by Producer. Purchaser agrees to purchase and pay for all such excess Supplied Products that are Purchaser Products on the same terms as are applicable to the purchase of all other Supplied Product. Firm Orders shall be governed by the terms of this Agreement and in the event of an inconsistency between any other documentation related to a Firm Order and this Agreement, this Agreement shall apply.

(c) At all times during the Term, Producer shall use commercially reasonable efforts to meet the shipment dates set forth in each Firm Order but shall have no obligation to maintain materials necessary to meet any Firm Orders prior to any order becoming a Firm Order. In the event Producer will not be able to fulfill any Firm Order in accordance with the terms herein, Producer shall notify Purchaser in writing promptly upon becoming aware of such inability and in any event at least five calendar days prior to the delivery date required in such Firm Order, and the Parties will discuss alternate delivery dates in good faith with a view to reaching agreement thereto, such agreement not to be unreasonably withheld by either Party.

(d) If, due to its fault or error, Producer fails to deliver Supplied Products in the quantities specified in the applicable Firm Order and Purchaser notifies Producer in reasonable detail that such failure will result in a material negative economic impact on Purchaser's business, Producer shall pay air freight or other extraordinary shipping costs reasonably necessary to deliver delayed Supplied Products to Purchaser or Purchaser's customers.

(e) The Parties shall cooperate in good faith in providing other, longer-range forecasts which shall be useful in budget planning by the Parties, but such longer-range forecasts shall not constitute a commitment by either Party to purchase or supply.

2.9 Obsolescence.

(a) In the event that any Third-Party supplier of any raw materials, components, labeling, packaging or other inventories used by Producer to manufacture any of the Supplied Products shall discontinue production of any such raw material, component, labeling, packaging or other inventories, which discontinuance shall result in Producer incurring any additional costs or expenses, (i) if the discontinued raw materials, components, labeling, packaging or other inventories relate solely to Purchaser Products, Purchaser shall reimburse Producer for all such additional costs and expenses and (ii) if the discontinued raw materials, components, labeling, packaging or other inventories relate to Purchaser Products as well as to other Supplied Products or other products of the Producer, Purchaser shall reimburse Producer for Purchaser's allocable portion of such additional costs and expenses based upon the unit volumes of the affected Supplied Products and other products produced for Producer and its Affiliates, on the one hand, and for Purchaser and its Affiliates, on the other hand. Such costs and expenses shall include all additional direct and indirect internal costs and out-of-pocket expenditures, whether capitalized or expensed,

resulting from such discontinuance, including all such additional costs and expenses relating to or arising out of any modification to Producer's procedures or processes, acquisition of property, equipment or other assets, relocation, regulatory compliance, including associated regulatory fees, write-off or disposal of materials (including strategic materials purchases), equipment and other assets rendered unusable by virtue of such discontinuance and all related changes. In addition, Purchaser shall reasonably cooperate with Producer in connection with any strategic materials purchases resulting from or responsive to any such discontinuance.

2.10 Storage and Handling. Producer shall store and handle the Supplied Products in accordance with the Specifications. Raw materials utilized by Producer in connection with the manufacturing, processing and packaging of the Supplied Products shall not be used by Producer beyond the shelf life designated in the Specifications unless otherwise specified in writing by Purchaser. Producer shall handle, control and store, treat or dispose of any Waste generated in performing its obligations under this Agreement.

2.11 Shipments; Title. Producer shall ship each Firm Order Free Carrier (FCA) from applicable Production Facility (or Subcontractor Facility) to Purchaser or Purchaser's designee in accordance with Law. Freight, insurance and loading costs shall be for the account of Purchaser (in each case, for the avoidance of doubt, in addition to the applicable purchase price), except that any increased freight cost resulting from the shipment occurring from a facility other than the Production Facility (or Subcontractor Facility) listed on Exhibit A with respect to any Supplied Product shall be for the account of Producer. Title and the risk of loss, delay or damage in transit shall be passed to Purchaser upon delivery to Purchaser's or Purchaser's designee's designated carrier; provided that Producer shall be responsible for the loading of the Supplied Products on departure and shall bear the risk of loss incurred in such loading; provided further that if Purchaser fails to send such shipping authorization within 30 calendar days after Producer has notified Purchaser that the Supplied Products are available for pick-up at the applicable facility, Producer shall be entitled to ship and invoice such Supplied Products without any such shipping authorization. Producer shall package the Supplied Product for shipment in accordance with its customary practices therefor, unless otherwise specified in writing by Purchaser, in which event any extra cost incurred by Producer on account of changes requested by Purchaser shall be reimbursed by Purchaser. Producer shall include the following for each shipment of Supplied Product: (i) the Firm Order reference number; (ii) the lot numbers; (iii) the quantity of Supplied Product; and (iv) a Certificate of Compliance with the applicable Specifications. Freight carriers shall be designated by Purchaser in the applicable Firm Order. Purchaser shall procure, at its cost, insurance covering damage or loss to the Supplied Products during shipping.

2.12 Customs. For purposes of exporting Supplied Products out of the applicable country of origin, Purchaser shall be the exporter of record and shall be responsible for complying with all customs requirements and export laws of the applicable jurisdiction(s). For purposes of importing the Supplied Product into the applicable country of destination, Purchaser shall be the importer of record for the Supplied Product and shall be responsible for complying with all customs requirements and import laws of the applicable country.

2.13 Labeling of Supplied Product.

(a) All Purchaser Products supplied hereunder shall be labeled and packaged in accordance with the applicable Specifications. Purchaser shall control the content and type of all product labeling and packaging for Purchaser Products, and shall have the responsibility, at Purchaser's expense, for any changes or supplements thereto, including the expense of securing any approvals required by the FDA or other applicable Medical Regulatory Authorities or Certification Bodies for any such changes or supplements. Producer shall be responsible for obtaining such labels (and any changes or supplements thereto) in accordance with the content specified by Purchaser at Purchaser's sole cost and expense.

(b) Except where otherwise required by Law or to address an actual or potential safety issue, in which case Purchaser and Producer will use commercially reasonable efforts to implement such change as promptly as practicable, any changes to the labeling and packaging for Purchaser Products shall be communicated to Producer as far in advance as reasonably practicable together with the required documentation specifying the content to be included in the labeling and packaging. Where a labeling or packaging change is required by Law, Producer shall be obligated to devote comparable priority to implementing such change as it shall devote to other business units of Producer. Where a labeling or packaging change is requested, Purchaser and Producer will use commercially reasonable efforts to implement such change as promptly as practicable, subject to Producer's discretion to reasonably determine the appropriate resources to be allocated to any such request in order to avoid interruption to the operation of its other businesses. Purchaser shall reimburse Producer for the costs of any change to the labeling or packaging for Purchaser Products, including costs of capital equipment and process upgrades and of obsolescence of any materials or inventory; provided that Purchaser's liability for such reimbursement of materials and inventory shall be limited to levels of inventory that are consistent with the binding portion of the most recent Forecast prior to agreement to make such change.

2.14 Services. Each Party shall cooperate with the other Parties to accomplish the transactions contemplated hereby and shall, at the request of the other Parties, use commercially reasonable efforts to promptly take any and all actions necessary or desirable to effect such transactions; provided, however, that to the extent of any services or projects related to the manufacturing and supply of the Supplied Products (including capacity and yield improvement projects, as well as projects related to product development) in connection with this Agreement that are specified by the applicable Parties in writing from time to time, Purchaser will pay the price in respect of such services in amounts agreed by such Parties from time to time or (if such Parties do otherwise agree to such specific costs for such services or projects) shall bear all direct and indirect costs incurred by Producer in connection with such services or projects, plus the Mark-Up Percentage. Producer shall use commercially reasonable efforts to assist Purchaser with the completion of the projects that such Purchaser and Producer have agreed in writing from time to time to be accomplished in accordance with this Agreement to the extent of the resource commitments and on the timeline that such Purchaser and Producer may agree upon in writing from time to time; provided that, with respect to any projects for which expected resource requirements or expected timelines for performance are not specifically agreed by Purchaser and Producer, Producer's efforts hereunder shall not be required to unreasonably disrupt or unreasonably divert resources from its other business operations, and the Transition Committee (as defined in the Separation Agreement) shall, in good faith, cooperate to determine the

appropriate allocation of resources and timeline for such projects and any similar types of projects requested by Producer after the Effective Date. The timing of payments in respect of providing services necessary to comply with this Section 2.14 shall generally occur in a manner consistent with the timing of payments for services that are or were provided under the Transition Services Agreement during its term (such that any project-related payments for costs and expenses incurred by Producer or its Affiliates shall be promptly reimbursed by Purchaser based on monthly invoices, and not deferred until completion of the project or until incorporated into price adjustments to Supplied Products).

2.15 Obligations Regarding Dedicated Equipment.

(a) Producer will use the Dedicated Equipment for the sole purpose of producing Supplied Products for sale to Purchaser as provided in this Agreement. Producer shall be responsible for qualifying the Dedicated Equipment, and for maintaining the Dedicated Equipment consistent with its practices as in effect from time to time with respect to manufacturing equipment serving its other business units.

(b) Purchaser shall reimburse Producer for all out-of-pocket costs and expenses, such as the cost of parts and third-party labor, incurred by Producer in connection with such qualification, maintenance and repairs to the extent that such costs and expenses are not already included in Producer's calculation of the Production Cost; provided that Producer shall provide Purchaser with advance written notice as soon as reasonably practicable after becoming aware of such requirement of any individual qualification, maintenance or repair that is expected to result in a charge to Purchaser pursuant to this sentence that exceeds US $100,000, it being understood that failure to provide such notice shall not relieve Purchaser of its obligations related thereto except to the extent Purchaser is prejudiced by the failure to provide such notice. Notwithstanding the foregoing, Producer shall (i) be solely responsible for any damage to the Dedicated Equipment caused by Producer's failure to maintain the Dedicated Equipment in material accordance with applicable manufacturer's maintenance specifications and any damage caused by the gross negligence or willful misconduct of Producer or its employees or agents with respect to the Dedicated Equipment, (ii) promptly notify Purchaser of any such damage caused by such action or inaction of Producer or its employees or agents, and (iii) cause any damage for which it is responsible pursuant to clause (i) to be repaired (or if necessary such damaged Dedicated Equipment to be replaced) promptly at Producer's sole cost and expense. Dedicated Equipment shall at all times remain personal property, notwithstanding that such equipment, or any part thereof, may be affixed or attached to real property or any improvements thereon.

(c) Upon termination of this Agreement, Purchaser shall be responsible for paying to Producer the final net book value of the Dedicated Equipment the ("Final Net Book Value"). Within 30 days after the termination of this Agreement, Producer shall send its calculation of the Final Net Book Value to Purchaser. Purchaser will pay or cause its Affiliates to pay all amounts due pursuant to this Section 2.15(c) within 30 days after the date of delivery of the Final Net Book Value calculation. The calculation of the Final Net Book Value will be determined solely by the Producer.

ARTICLE III
RECEIPT AND REJECTION OF PRODUCT

3.1 General. Purchaser shall have the right to reject all or any portion of a shipment of Supplied Products (a) that does not comply in any material respect with any of the covenants and agreements set forth in Section 8.1(a) or 8.1(b); or (b) which due to the fault or error of Producer, are not delivered in material compliance with the timeframes set forth herein and, as a result of such delay, Purchaser, after making reasonable efforts, is unable to use such Supplied Products; provided that Purchaser shall notify Producer within 60 days (with respect to rejections pursuant to clause (a)) or 10 days (with respect to rejections pursuant to clause (b)) after receipt of such shipment if it is rejecting a shipment (or portion thereof). Concurrently with the delivery of a notice of rejection (or as soon as practicable thereafter) of Supplied Product pursuant to Section 3.1, Purchaser shall send to Producer the Non-Complying Product or a representative sample of the Non-Complying Product (or a picture thereof if Producer and Purchaser agree that a picture is sufficient for purposes of the initial review). Producer shall notify Purchaser promptly, but in no event later than 30 days after receipt of a notice of rejection by Purchaser, whether it accepts Purchaser's rejection of such Supplied Products.

3.2 Replacement of Supplied Products. Whether or not Producer accepts Purchaser's rejection of Supplied Products in accordance with Section 3.1, promptly upon receipt of a notice of rejection, unless otherwise specified by Purchaser, Producer shall use commercially reasonable efforts to provide replacement Supplied Product for those rejected by Purchaser in the original shipment. If the Supplied Product rejected by Purchaser from the original shipment ultimately is found to be a Non-Complying Product due to a failure to comply in any material respect with any of the covenants and agreements set forth in Section 8.1(a) or 8.1(b), Purchaser shall be entitled to the remedies specified in Section 8.3. If it is determined subsequently that such Supplied Product was in fact conforming, then Purchaser shall be responsible not only for the purchase price of the allegedly Non-Complying Product (including all transportation charges) but also the purchase price of the replacement Supplied Product together with any special or extraordinary costs or expenses incurred by Producer in the manufacture of the replacement Supplied Product. In the event that Producer bears replacement costs or transportation charges hereunder due to its provision of Non-Complying Products, such costs shall not be incorporated into the calculation of Production Cost.

3.3 Independent Testing. In the event the Producer and Purchaser cannot agree as to whether any shipment of Supplied Product conforms with the Specifications, Producer and Purchaser shall engage a mutually agreed independent testing organization to evaluate the rejected Supplied Product and determine whether or not it is a Non-Complying Product, such determination to be final and binding on the Parties. Costs and expenses of such independent testing organization shall be borne by the Producer, if the Supplied Product is determined to be a Non-Complying Product, or by the Purchaser, if the Supplied Product conforms with the Specifications.

ARTICLE IV
INTELLECTUAL PROPERTY

4.1 Intellectual Property.

(a) All Intellectual Property, together with all materials, data, writings and other property in any form whatsoever, related to the Supplied Products, in each case, owned or controlled by Purchaser and/or its respective Affiliates (including pursuant to the Separation Agreement immediately after the Closing (as defined in the Separation Agreement) or otherwise during the Term) (the "Purchaser Intellectual Property"), shall remain, as between the Parties, owned or controlled by Purchaser. For the purposes of clarity only, all Intellectual Property related to the Supplied Products is Purchaser Intellectual Property.

(b) For clarity, except as permitted by this Agreement and as may be permitted by the Transitional Trademark License Agreement, the Producer and its divisions and affiliated entities shall not at any time own, use or register, authorize the registration of, or maintain any trademark or domain name consisting of the trademarks licensed under the Transitional Trademark License Agreement.

4.2 Purchaser Trademark License and Permission Grant.

(a) Subject to the terms of this Agreement Purchaser hereby grants to Producer a limited, fully paid-up, non-exclusive, non-transferable and non-sublicenseable license during the Term to the Purchaser Permitted Marks in any country or jurisdiction in which (i) Purchaser has a registered trademark or other similar rights with respect to the applicable Purchaser Permitted Mark and (ii) the Purchased Products were manufactured as of the Closing Date under the respective trademarks for purposes of providing the Supplied Product marked with a Purchaser Permitted Mark to Purchaser under this Agreement.

(b) On the termination or expiration of this Agreement for any reason, all licenses under this Agreement with respect to the Purchaser Permitted Marks are immediately terminated and no rights under the Purchaser Permitted Marks shall survive the termination of the Agreement in any way.

(c) On the termination or expiration of a product supply obligation for a product listed on Exhibit A to which a Purchaser Permitted Mark relates, all licenses under this Agreement with respect to such Purchaser Permitted Mark is immediately terminated and no rights under such Purchaser Permitted Mark shall survive the termination of the Agreement in any way.

4.3 Limited Right to Use. Subject to the provisions of Sections 4.2, nothing set forth in this Agreement shall be construed to grant to any Party any title, right or interest in or to any Intellectual Property owned or controlled by any other Party or any of its Affiliates. Except as otherwise expressly set forth in any other Ancillary Agreement (or any other agreement between the Parties), use by Producer of any Purchaser Intellectual Property shall be limited exclusively to its performance of this Agreement.

ARTICLE V
INITIAL TERM AND RENEWAL

5.1 Initial Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and, subject to each Party's termination rights under Article IX, shall expire at the end of the day on the initial termination date set forth on Exhibit A with respect to each Supplied Product, unless extended as provided in Section 5.2.

5.2 Alternative Sourcing; Renewal. This Agreement may only be extended (each such extension with respect to any Supplied Product, a "Renewal Term," and, collectively with the Initial Term, the "Term") with respect to any Supplied Product if and to the extent expressly set forth on Exhibit A or as otherwise expressly agreed in writing by the Parties. Purchaser shall use commercially reasonable efforts during the Initial Term and any Renewal Term to secure a reasonably satisfactory alternative source of each Supplied Product (whether from a third party or developed internally) as soon as reasonably practicable after the Effective Date.

5.3 Maximum Term. Notwithstanding anything to the contrary herein or in any Exhibit hereto, no Initial Term may extend beyond the two year anniversary of the Distribution Date (as defined in the Separation Agreement), and no Renewal Term may extend beyond the third anniversary of the Distribution Date (as defined in the Separation Agreement).

ARTICLE VI
PRICES

6.1 General. The initial unit price for each Supplied Product sold by Producer to Purchaser shall be the Unit Production Cost as agreed upon by Producer and Purchaser (plus the Mark-Up Percentage), subject to the adjustment or additions set forth in Sections 6.2, 6.3 or 6.4. Such prices do not include the charges provided for in Sections 6.3 or 6.4, which shall be additional charges over and above the charges contemplated by this Section 6.1, as adjusted in accordance with Section 6.2.

6.2 Price Adjustments. In connection with Producer's planning and budgeting process, and as part of the required review to determine the following year's Production Cost Price Adjustment, Purchaser shall provide an annual operating plan (including unit volumes for each Supplied Product, by month and by code, based on agreed-upon target yield) with respect to the expected demand for each Supplied Product at each facility subject to this Agreement not later than July 31 of each Contract Year, with such annual operating plan covering the immediately following Contract Year (the "Annual Supplied Product Quantity"). Based on such annual operating plan and using information available for the current year's preliminary and estimated Production Costs, Producer shall provide Purchaser with an updated Unit Production Cost for each Supplied Product for the following Contract Year not later than October 31 of the year in which such annual operating plan is delivered. Purchaser and Producer shall cooperate with each other to review the annual operating plan data and assumptions, as well as the production cost data and estimates, in each case as are used to determine the updated Unit Production Cost, with good faith efforts used to resolve any open questions or issues related thereto in a timely fashion. If Purchaser disagrees with any updated Unit Production Cost, it shall provide written notice to Producer that it disputes such amount within 30 days after receiving notice thereof, and the absence of any such notice of dispute shall be deemed to be agreement with such change; provided that, regardless of any dispute, the amount of the updated Unit Production Cost shall become effective as if the amount had not been disputed until such time as the dispute is finally resolved. Any such increase or decrease in the Unit Production Cost shall take effect as of the first day of the Contract Year immediately following the Purchaser's required delivery of the annual operating plan in accordance with this Section 6.2, with the new price for each Supplied Product to equal the Unit Production Cost of such Supplied Product for such Contract Year, plus the Mark-Up Percentage (such adjustment to price, a "Production Cost Price Adjustment"). Producer shall use

commercially reasonable efforts, consistent with its efforts with respect to its other business units, to mitigate any increase in the Unit Production Cost, subject to the limitations contained in this Section 6.2.

6.3 Taxes. Unless otherwise indicated on Exhibit A, any prices and other charges set forth in Exhibit A do not, and any adjusted prices pursuant to Section 6.2 shall not, include sales, use, excise, occupation, privilege, value-added or similar taxes. Purchaser shall pay, or reimburse Producer for (in each case, for the avoidance of doubt, in addition to the applicable purchase price), the gross amount of any present or future sales, use, excise, occupation, privilege, value-added or other similar tax (excluding any tax on net income, corporate franchise tax or fee or any similar tax or fee) applicable to the sale or furnishing of any Supplied Products to Purchaser. Purchaser shall be responsible for the payment of all duties, tariffs, value-added taxes, and other taxes and charges payable on the exportation or importation of the Supplied Products.

6.4 Pass-Through Expenses. The Parties agree to cooperate and use commercially reasonable efforts to obtain any necessary consents required under any existing Contract with a Third Party to allow Producer to perform its obligations hereunder; provided that Producer and its Affiliates shall not be required to pay any fee or other amount in respect of any such consent. Any costs and expenses incurred by any Party in connection with obtaining any such consent that is required to allow Producer to perform its obligations hereunder shall be borne by Purchaser; provided that no such costs or expenses shall be payable by Purchaser unless approved in advance in writing by Purchaser.

6.5 Audit. In the event of any Production Cost Price Adjustment pursuant to Section 6.2 with respect to any Supplied Product, Purchaser may perform an audit of Producer's records directly associated with such Production Cost Price Adjustment or other increase or credit, if notice of such audit is provided within three months after the Production Cost Price Adjustment or other increase has become effective (or, in the case of quarterly payments or credit based on variance from Unit Production Cost, within three months after notice of such increase or credit is delivered to Purchaser). Purchaser may use independent auditors, who may participate fully in such audit. If an audit is proposed with respect to information which Producer wishes not to disclose to Purchaser ("Restricted Information"), then on the written demand of Producer, the individuals conducting the audit with respect to Restricted Information will be limited to the independent auditors of Purchaser. Such independent auditors shall enter into an agreement with the Parties under which such independent auditors shall agree to maintain the confidentiality of the information obtained during the course of such audit (including an agreement to not share such information with Purchaser) and establishing what information such auditors will be permitted to disclose to report the results of any audit of Restricted Information to the Party requesting the audit. Any such audit shall be conducted during regular business hours and in a manner that does not interfere unreasonably with Producer's operations. Each audit shall begin upon the date specified in a Notice given by Purchaser to Producer a minimum of 30 days prior to the commencement of the audit; provided that, if the date so specified shall conflict with a regulatory inspection or audit, plant shutdown or other similar event, the Parties shall cooperate to establish a mutually agreeable commencement date. Such audit shall be performed diligently and in good faith and shall be completed within 30 days of the commencement thereof; provided that, to the extent that Purchaser's compliance with such timeframe for completion is not feasible due to Producer's failure to provide timely access to documentation reasonably requested by Purchaser

in connection with such audit, such 30-day period shall be extended as reasonably necessary. Any undisputed overpayment or underpayment of amounts due under this Agreement determined by this Section 6.5 shall be due and payable to the other Party by the Party owing such amount within 30 days after notice of such audit finding. Purchaser shall bear the full cost of such audit unless in the event that any audit performed hereunder results in a decrease of 10% or more in any amount due Producer hereunder, then Producer shall be obligated to pay the out-of-pocket audit costs paid to any Third Party auditor engaged to conduct such audit up to a maximum amount of the lesser of the amount of such adjustment and $100,000; provided that any such Third Party auditor's fees shall have been on an hourly or flat fee basis without a contingency or other performance or bonus fee. In the event Producer bears any audit costs hereunder, such costs shall not be incorporated into the calculations for the Production Cost.

ARTICLE VII
INVOICING AND PAYMENTS

7.1 Invoicing. Producer will submit or cause to be submitted to Purchaser for payment invoices of amounts due under this Agreement. At Producer's option, separate invoices may be submitted (on different periodic schedules) by its separate divisions or Affiliates or with respect to individual Production Facilities, or Producer may combine the invoices of one or more of such divisions, Affiliates or Production Facilities. The invoices will specify the Supplied Products provided and will contain or be followed by such other supporting detail as Purchaser may from time to time reasonably request. Within 30 days of the final date of delivery of Supplied Products by Producer hereunder, Producer shall submit a final invoice to Purchaser, which shall include the cost of any raw materials or work in progress related to the Supplied Products and which shall be subject to the payment terms set forth herein.

7.2 Payment. Purchaser will pay or cause its Affiliates receiving the Supplied Products to pay all amounts due pursuant to this Agreement within 30 days after the date of delivery of each such payment invoice of amounts due hereunder (the "Due Date").

7.3 Overdue Payments. If any amounts due hereunder have not been received by the Due Date, such overdue amounts shall bear interest from the Due Date at the rate of 5% per year (or the highest amount permitted by Law, if lower), or portion thereof, until received. Such interest shall be calculated on the basis of the actual number of days elapsed from the Due Date up to and including the actual date of payment, without compounding.

7.4 Applicable Currency. All invoices issued pursuant to this Agreement shall be expressed in terms of, and payments made pursuant to this Agreement shall be made in, U.S. dollars (USD).

7.5 No Acknowledgement. Neither payments made by Purchaser nor the acceptance of payments by Producer in an amount less than the amount shown on any invoice from Producer shall be construed as an acceptance or agreement with the amount so stated or the amount received. Either Party may recover from the other the amount of any overpayment or underpayment. Without limiting the generality of the foregoing, Producer may supplement any invoice it renders to Purchaser hereunder for less than the full amount to which it is entitled.

ARTICLE VIII
WARRANTIES; REMEDIES; LIMITATION ON LIABILITY

8.1 Producer Warranties.

(a) Producer covenants and agrees that each Supplied Product delivered to Purchaser hereunder will at the time of delivery (i) materially conform with the Specifications applicable to such Supplied Product (except to the extent any Purchaser Supplied Components result in such Supplied Product not conforming with Specifications) and (ii) have been manufactured, processed, labeled, packaged, stored and held in material compliance with cGMP and in accordance with the Quality Agreement.

(b) Producer covenants and agrees that (i) all equipment, tooling and molds utilized in the manufacture and supply of Supplied Products hereunder by Producer, during the Term, be maintained in good operating condition and shall be maintained and operated in material accordance with all applicable Laws, including cGMPs and (ii) Producer shall perform all of its obligations under this Agreement in material compliance with all applicable Laws. Producer covenants and agrees that it shall hold during the Term all material licenses, permits and similar authorizations required by any Governmental Authority for Producer to perform its obligations under this Agreement.

(c) Producer represents and warrants that it (i) is duly organized, validly existing and in good standing under the laws of its applicable jurisdiction of organization, (ii) has power and authority necessary to conduct its business as currently being conducted and as contemplated herein, (iii) has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (iv) has duly executed and delivered this Agreement, and such Agreement constitutes the legal, valid and binding obligation of it and is enforceable in accordance with its terms and does not require the consent of, authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

8.2 Disclaimer. The covenants, agreements, representations and warranties of Producer and Purchaser set forth in this Article VIII shall be continuing and shall be binding upon each of them and their successors and assigns and shall inure to the benefit of the other Parties and their successors and assigns. The covenants, agreements, representations and warranties provided by this Article VIII shall not apply to any defect or non-conformity with Specifications caused by the abuse, alteration or modification of the Supplied Products by the Purchaser or any Third Party. THE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES EXPRESSLY AND SPECIFICALLY PROVIDED BY PRODUCER AND ITS AFFILIATES IN THIS AGREEMENT ARE THE SOLE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES OF PRODUCER AND ITS AFFILIATES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NO OTHER COVENANTS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES ARE PROVIDED WITH RESPECT TO THE SUPPLIED PRODUCTS AND THE COVENANTS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES EXPRESSLY AND SPECIFICALLY MADE IN THIS AGREEMENT ARE MADE IN LIEU OF ANY AND ALL OTHER COVENANTS, AGREEMENTS,

WARRANTIES, REPRESENTATIONS AND GUARANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION 8.2 SHALL NOT NEGATE OR OTHERWISE AFFECT ANY COVENANT, AGREEMENT, REPRESENTATION OR WARRANTY THAT ANY PARTY MAY HAVE EXPRESSLY AND SPECIFICALLY MADE UNDER THE SEPARATION AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT.

8.3 Remedy For Breach. In the event of any failure to comply with Sections 8.1(a) or 8.1(b) (any Supplied Products provided in breach of such Sections, "Non-Complying Products"), the sole and exclusive remedy (subject to Section 12.1, if applicable) of Purchaser or any other Indemnitee shall be to, at Purchaser's option, either (a) require Producer to, at its option, promptly repair or replace the Non-Complying Products with Supplied Products that comply with such warranties at no additional cost to Purchaser (in which case Producer shall bear the cost of all associated transportation and/or disposal charges) or (b) receive a full credit for the purchase price of all Non-Complying Products against current invoices payable by Purchaser to Producer under this Agreement (if no invoices are currently payable by Purchaser to Producer, Producer promptly shall issue a refund to Purchaser of the amount of any such credit by wire transfer of immediately available funds to a bank account as specified by Purchaser). Notwithstanding anything to the contrary in this Agreement (including any limitations on liability), Producer shall also be obligated for all transportation and disposal costs associated with any Non-Complying Products; provided that obligations in respect of recalls, withdrawals or field corrections of any Purchaser Supplied Components shall continue to be limited as set forth in Section 12.1 and this Section 8.3 shall in no way be deemed to increase the liability of Producer, its Affiliates or any Indemnifying Party with respect to the matters described in Section 12.1.

8.4 Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL (A) ANY PARTY OR ANY OTHER INDEMNIFYING PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL, EXEMPLARY, REMOTE, SPECULATIVE, PUNITIVE OR SIMILAR DAMAGES OR LOST PROFITS SUFFERED BY AN INDEMNITEE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER AND (B) PRODUCER'S TOTAL LIABILITY ARISING UNDER THIS AGREEMENT EXCEED, ON A PRODUCT-BY-PRODUCT BASIS, THE TOTAL PRICE PAID BY OR ON BEHALF OF PURCHASER TO PRODUCER OR ITS AFFILIATES IN THE IMMEDIATELY PRECEDING 12 MONTHS FOR SUCH SUPPLIED PRODUCT HEREUNDER; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION 8.4 SHALL LIMIT OR EXCLUDE ANY DAMAGES OR CLAIMS TO THE EXTENT ARISING OUT OF A BREACH OF SECTION 15.1 OF THIS AGREEMENT.

8.5 Purchaser Warranties.

(a) Purchaser covenants and agrees that the Purchaser Supplied Components, as furnished to Producer under this Agreement, shall be used, handled or stored in material accordance with the Specifications, all applicable Laws, and the Quality Agreement and shall materially conform to the applicable specifications for such Purchaser Supplied Components.

(b) Purchaser covenants and agrees that the use of any Purchaser Supplied Components or Purchaser Intellectual Property by Producer in completing its obligations hereunder will materially comply with all applicable Laws and will not infringe or otherwise violate the Intellectual Property of any Person.

(c) Purchaser represents and warrants that it (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has power and authority necessary to conduct its business as currently being conducted and as contemplated herein, (iii) has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (iv) has duly executed and delivered this Agreement, and such Agreement constitutes the legal, valid and binding obligation of it and is enforceable in accordance with its terms and does not require the consent of, authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

ARTICLE IX
TERMINATION

9.1 Normal Termination of Agreement. This Agreement shall terminate when the Initial Term and any other Renewal Terms for each Supplied Product covered thereby shall have expired without renewal.

9.2 Other Terminations; Consequences of Termination

(a) In the event that either Party (the "Insolvent Party"): (i) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt, (ii) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors, (iii) is dissolved or transfers a substantial portion of its assets to a Third Party or (iv) has a receiver appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency, then the Insolvent Party shall immediately notify the other of such event and such other Party shall be entitled to: (A) terminate this Agreement for cause immediately upon written notice to the Insolvent Party or (B) request that the Insolvent Party or its successor provide adequate assurances of continued and future performance in form and substance acceptable to such other Party, which shall be provided by the Insolvent Party within 10 calendar days of such request, and the other Party may terminate this Agreement for cause immediately upon written notice to the Insolvent Party in the event that the Insolvent Party fails to provide such assurances acceptable to the other Party within such 10-day period.

(b) Either Party may terminate this Agreement for cause immediately upon written notice to the other in the event that such other Party fails to perform or comply with any material obligation or requirement under this Agreement, through no fault of the Party initiating such termination, that remains uncured for 30 calendar days following written notice to such Party of such breach.

(c) Producer may terminate this Agreement (i) at any time upon 30 days' written notice to Purchaser if Purchaser fails to purchase the Minimum Annual Volume or

(ii) without cause at any time with at least 6 months' written notice to Purchaser; provided that no such termination pursuant to this Section 9.2(c)(ii) shall be effective prior to the second anniversary of the date of this Agreement.

(d) Purchaser may terminate this Agreement in whole or with respect to any Supplied Product at any time upon 9 months' written notice to Producer.

(e) Upon the termination or expiration of this Agreement (or of the requirement to provide any Supplied Product pursuant to this Agreement), Purchaser will purchase at cost all raw materials, components, labeling or packaging or other inventories held by Producer in the ordinary course of manufacturing or supplying the Supplied Products, including any unique materials used to support production for Purchaser, and any works in progress related to any Supplied Products; provided that Producer uses commercially reasonable efforts to reduce or exhaust existing stocks of all such materials or inventories prior to the date of expiration or termination. All delivery, removal and transportation costs incurred in connection with this Section 9.2(e) shall be borne by Purchaser except in the event Purchaser terminates this Agreement pursuant to Section 9.2(a) or 9.2(b), in which case all such reasonable costs shall be borne by Producer to the extent such costs are in excess of the amount that would have been incurred for similar delivery, removal or transportation had this Agreement expired at the end of the then-current Term.

9.3 Transitional Support.

(a) Upon or within a mutually agreed time period prior to the expiration or termination of the Term (or such earlier time as may be requested by Purchaser), with respect to each family of Purchaser Products provided pursuant to this Agreement, Producer shall use commercially reasonable efforts to provide reasonable technical support to Purchaser, as set forth in this Section 9.3, to assist Purchaser in the technology transfer of production of such Purchaser Products to either one facility of Purchaser or one facility of an alternative source of supply as designated by Purchaser ("Technical Support," and such facility, the "Receiving Site"); provided that this Section 9.3 shall not be deemed to require Producer to transfer any rights with respect to Intellectual Property; provided further that, to the extent any written agreement between Producer and Purchaser with respect to this Agreement sets forth a number of hours of Producer's time or other requirements (or limitations) with respect to the Technical Support obligations described herein, such requirements or limitations shall supersede any more general requirements described in this Section 9.3 with respect to the same subject matter.

(b) Purchaser or such designated alternative source supplier shall be responsible for providing leadership of any technology transfer from Producer. For the avoidance of doubt, Purchaser or such designated alternative source supplier shall be solely responsible (subject in any case to the limitations described herein, including in Section 9.3(a), with respect to the scope of the Technical Support) for identifying any and all Technical Support that is required from Producer to assure such technology transfer is successful.

(c) The Parties shall reasonably cooperate and mutually agree to facilitate the provision of any additional reasonable Technical Support with respect to the applicable Purchaser Product to Purchaser or such designated alternative source supplier, including assistance through

the transfer process, Producer personnel visits to the Receiving Site, and training and troubleshooting during the Receiving Site's first production run of the Purchaser Product, in each case as and to the extent agreed by Producer in each instance (and subject to Section 9.3(f)).

(d) Producer shall have the right to prioritize its own projects and activities over any Technical Support hereunder with respect to staffing, production activities and other resources or obligations. In addition, Producer shall have no obligation to hire or retain any individuals or make any capital expenditures in connection with the Technical Support, and Producer's obligation to provide Technical Support is contingent upon the continued employment by Producer of those individuals capable of providing such Technical Support. If any Producer personnel involved in providing the Technical Support to Purchaser hereunder is hired by Purchaser or any of its Affiliates, Producer's obligation to provide any portion of the Technical Support under this Agreement that was previously provided by such Producer personnel shall terminate and be of no further force or effect.

(e) Purchaser shall be solely responsible for any and all regulatory or other Governmental Authority requirements, activities and related costs and expenses that arise in conjunction with any Technical Support, technology transfer of production or production of each Purchaser Product to or at the Receiving Site. These activities may also include creation of additional data or technical information, analytical method modifications or other work of a technical nature required to support regulatory queries or contemporary standards and guidelines driven by the manufacturing transfer.

(f) Purchaser shall be responsible for and shall promptly reimburse Producer upon Producer's written request for, any and all out-of-pocket costs and expenses incurred by or on behalf of Producer in connection with any Technical Support under this Agreement, as well as Producer's time (charged at then-current staff rates).

(g) Notwithstanding anything to the contrary herein, Producer's obligations pursuant to this Section 9.3 shall only apply if (i) Producer has terminated this Agreement pursuant to Section 9.2(c)(ii) and (ii) both at the time of Producer providing notice of termination pursuant to Section 9.2(c) (ii) and at any time between the date of such notice and the termination date, Producer has no other termination right. For the avoidance of doubt, Purchaser shall have no rights to any continuing supply of the Supplied Products or any technology or processes related to the production of such Supplied Products if this Agreement expires or terminates other than pursuant to Section 9.2(c) (ii). If Producer is required to provide the transitional support described in this Section 9.3, in no case shall such obligation required Producer to disclose, license or otherwise provide confidential or proprietary information of Producer for any purpose other than continued production of the Supplied Products with respect to the Business or any Third Party, in connection with this Agreement or any Technical Support or technology transfer therein.

ARTICLE X
INDEMNITY

10.1 Producer's Obligation. Producer agrees to indemnify and hold harmless Purchaser's Indemnitees from and against, and in respect of, any and all Liabilities to Third Parties incurred by any of Purchaser's Indemnitees that arise out of, relate to, or result from:

(a) any material failure by it or any of its Affiliates to comply in any respect with any of the covenants, agreements, representations or warranties set forth in Section 8.1;

(b) any material breach by it of its obligations under this Agreement.

provided, however, that this Section 10.1 shall not apply to any Liabilities to the extent that the Liability is within the scope of the indemnity obligations set forth in Section 10.2 below. Expenses shall be reimbursed or advanced when and as incurred promptly upon submission of statements by any Indemnitee to Producer.

10.2 Purchaser's Obligation. Purchaser agrees to indemnify and hold harmless Producer's Indemnitees from and against, and in respect of, any and all Liabilities to Third Parties asserted against or incurred by any of Producer's Indemnitees that arise out of, relate to or result from:

(a) any actual or alleged infringement, misappropriation or violation of the patent, copyright, trademark or other proprietary rights or Intellectual Property of any Third Party, arising out of the use by Producer of Purchaser Products or Purchaser Supplied Components in accordance with the Specifications;

(b) any actual or alleged infringement, misappropriation or violation of the patent, copyright, trademark or other proprietary rights or Intellectual Property of any Third Party by the Purchaser Products or Purchaser Supplied Components;

(c) the development, manufacture, storage, promotion, marketing, distribution, sale or use of any Supplied Product;

(d) any failure of the Purchaser Supplied Components to comply in any material respect with the Specifications therefor; or

(e) any material breach by it of its obligations under this Agreement;

provided, however, that this Section 10.2 shall not apply to any Liabilities to the extent that the Liability is within the scope of the indemnity obligations set forth in Section 10.1 above; and provided, further, that clause (c) shall not include the manufacture or storage by or on behalf of Producer of Supplied Products in material breach of the warranties contained in Section 8.1. Expenses shall be reimbursed or advanced when and as incurred promptly upon submission of statements by any Indemnitee to Purchaser.

10.3 Procedures for Indemnification of Third-Party Claims.

(a) *Notice of Claims*. If, at or following the Effective Date, an Indemnitee shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Parent Group or the SpinCo Group of any claim or of the commencement by any such Person of any Action (collectively, a "Third-Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to this Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof as soon as practicable, but in any event within 30 days (or sooner if the

nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide notice in accordance with this Agreement shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party is actually prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 10.3.

(b) *Control of Defense*. An Indemnifying Party shall defend (and seek to settle or compromise), at its own expense and with its own counsel, any Third-Party Claim; provided, that, prior to the Indemnifying Party assuming and controlling the defense of such Third-Party Claim, it shall first confirm to the Indemnitee in writing that, assuming the facts presented to the Indemnifying Party by the Indemnitee are true, the Indemnifying Party shall indemnify the Indemnitee for any such damages to the extent resulting from, or arising out of, such Third-Party-Claim. Notwithstanding the foregoing, if in the course of defending such Third-Party Claim, (i) the Indemnifying Party discovers that the facts presented at the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third-Party Claim were not true in all material respects and (ii) such untruth provides a reasonable basis for asserting that the Indemnifying Party does not have an indemnification obligation in respect of such Third-Party Claim, then (A) the Indemnifying Party shall promptly thereafter provide the Indemnitee written notice of its assertion that it does not have an indemnification obligation in respect of such Third-Party Claim and (B) the Indemnitee shall assume the defense of such Third-Party Claim, provided, however, that the Indemnifying Party shall not assume the defense of any Third-Party Claim to the extent such Third-Party Claim (x) is an Action by a Government Authority, (y) involves an allegation of a criminal violation or (z) seeks injunctive relief against the Indemnitee.

(c) *Allocation of Defense Costs*. An Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense a Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred by the Indemnifying Party during the course of the defense of such Third-Party Claim by such Indemnifying Party, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense.

(d) *Right to Monitor and Participate*. An Indemnitee shall have the right to employ separate counsel (including local counsel as necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee, but the fees and expenses of such counsel shall be at the expense of such Indemnitee and the provisions of this Section 10.3(d) shall not apply to such fees and expenses. Notwithstanding the foregoing, but subject to this Agreement, the Indemnitee shall cooperate with the Indemnifying Party in the defense of any Third-Party Claim and make available to the Indemnifying Party, at the Indemnitee's expense, all witnesses, information and materials in the Indemnitee's possession or under the Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party. In addition to the foregoing, if any Indemnitee reasonably determines in good faith that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel) and to participate in (but not control) the defense, compromise, or settlement thereof, and in such case the Indemnifying Party shall bear the reasonable fees and expenses of such counsel for all Indemnitees.

(e) *No Settlement*. Neither any member of the Parent Group, nor any member of the SpinCo Group, may settle or compromise any Third-Party Claim for which a SpinCo Indemnitee or a Parent Indemnitee, respectively, is seeking or is reasonably expected to seek to be indemnified hereunder without the prior written consent of SpinCo or Parent, respectively, which consent may not be unreasonably withheld, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising Party, does not involve any admission, finding or determination of wrongdoing or violation of Law by any SpinCo Indemnitee or any Parent Indemnitee, respectively, provides for a full, unconditional and irrevocable release of each SpinCo Indemnitee or each Parent Indemnitee, respectively, from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party delivers the other Party a written notice containing a proposal to settle or compromise a Third-Party Claim for which an Indemnitee is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within 10 business days or such longer period, not to exceed 20 days, as may be agreed by the Parties, (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(f) *Allocation of Proceeding Liabilities*. The Parties acknowledge that Liabilities for Actions (regardless of the parties to the applicable Action) may be partly Parent Liabilities and partly SpinCo Liabilities. If the Parties cannot agree on an allocation of any such Liabilities for Actions, they shall resolve the matter pursuant to the procedures set forth in this Agreement. Neither Party shall, nor shall either Party permit its Subsidiaries to, file Third Party claims or cross-claims against the other Party or its Subsidiaries in an Action in which a Third Party Claim is being resolved.

(g) *Cooperation as to Removal*. Each of the Parties agrees that at all times from and after the Effective Date, if an Action is commenced by a Third Party naming two or more Parties (or any Affiliates of such Parties) as defendants and with respect to which one or more named Parties (or any Affiliates of such Parties) is a nominal defendant and/or such Action is related solely to an Asset or Liability that the other Party has been allocated under this Agreement, then the other Party or Parties shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

10.4 Additional Matters.

(a) *Timing of Payments*. Indemnification or contribution payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification or contribution under this Agreement shall be paid reasonably promptly (but in any event within 30 days of the final determination of the amount that the Indemnitee is entitled to indemnification or contribution under this Agreement) by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification or contribution payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. The indemnity and contribution provisions contained in this

Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, and (ii) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder.

(b) *Notice of Direct Claims*. Any claim for indemnification or contribution under this Agreement that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the applicable Indemnifying Party within 30 days of such determination that such matter has given, or will likely give rise to, a right of indemnification under this Agreement; provided that the failure by an Indemnitee to so assert any such claim shall not prejudice the ability of the Indemnitee to do so at a later time, except to the extent (if any) that the Indemnifying Party is actually prejudiced thereby. Such Indemnifying Party shall have a period of 30 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 30-day period, such specified claim shall be conclusively deemed a Liability of the Indemnifying Party under Section 10.3 or this Section 10.4 or, in the case of any written notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of the claim (or such portion thereof) becomes finally determined. If such Indemnifying Party does not respond within such 30-day period or rejects such claim in whole or in part, such Indemnitee shall, subject to the provisions of this Agreement, be free to pursue such remedies as may be available to such Party as contemplated by this Agreement, as applicable, without prejudice to its continuing rights to pursue indemnification or contribution hereunder.

(c) *Pursuit of Claims Against Third Parties*. If (i) a Party incurs any Liability arising out of this Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against such Third Party.

(d) *Subrogation*. In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(e) *Limitations on Subrogation Rights and Pursuit of Claims*. Notwithstanding Sections 10.4(c) and 10.4 (d), without the prior written consent of the Indemnitee (which shall not be unreasonably withheld), no Indemnifying Party shall have the right to pursue claims not directly available to it, or otherwise cause any Indemnitee to pursue any such claims, against Third Parties (other than insurance providers) with whom any Indemnitee (or Affiliate thereof) has a material commercial relationship, if such Indemnitee (or Affiliate thereof) determines in good faith that the pursuit of such claim would reasonably be expected to materially disrupt or diminish the commercial relationship with such Third Party.

(f) *Substitution*. In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this Section 10.4 and Section 10.5, and the Indemnifying Party shall fully indemnify the named defendant against all reasonable costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

(g) *Tax Matters Agreement Coordination*. The provisions of Section 10.5(a)-(f) shall not apply to Taxes to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. It is understood and agreed that Taxes and Tax matters, including the control of Tax-related proceedings, shall be governed by the Tax Matters Agreement to the extent specifically addressed in the Tax Matters Agreement, subject to the terms thereof. In the case of any conflict or inconsistency between this Agreement and the Tax Matters Agreement in relation to any matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall prevail.

10.5 Right of Contribution. If any right of indemnification contained in Section 10.1 or 10.2 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and *the* Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

10.6 Sole Monetary Remedy. The remedies provided in this Article X, together with any other monetary remedy, obligation or reimbursement expressly and specifically contemplated by this Agreement (including as set forth in Article VI, and Sections 8.3 and12.1(b)), shall be the sole monetary remedies available in respect of this Agreement.

10.7 Survival of Indemnities. The rights and obligations of each of the Parties and their respective Indemnitees under this Article X shall survive (a) the sale or other transfer by either Party or any member of its Group of any assets or businesses or the assignment by it of any Liabilities; or (b) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of the members of its respective Group.

ARTICLE XI
REGULATORY MATTERS

11.1 Producer's Regulatory Responsibilities Regarding Supplied Products. At all times during the Term, Producer shall be solely responsible for maintaining the Production Facilities, equipment and processes used in producing the Supplied Products and in performing Producer's other obligations under this Agreement.

11.2 Purchaser's Regulatory Responsibilities Regarding Purchaser Products. Except as specifically stated otherwise in this Agreement, Purchaser shall be responsible for all regulatory matters relating to or involving any Purchaser Product, including all decisions and actions with respect thereto. Producer shall reasonably cooperate with Purchaser in connection with Purchaser's responsibilities under this Section 11.2. Purchaser shall, with respect to any such regulatory matters: (a) act as liaison with the FDA or other Medical Regulatory Authority or Certification Body; (b) collect appropriate data and information from Producer and then prepare and make all Purchaser-required submissions to the appropriate Medical Regulatory Authorities or Certification Bodies (e.g., the annual reports, notifications, renewals, etc.); (c) monitor all studies pertinent to regulatory matters; and (d) obtain all required regulatory approvals. In particular, Purchaser shall:

(a) Prepare and obtain approval of and hold all 510(k) notifications and other new product submissions as required by the FDA and the Act, or any other relevant Medical Regulatory Authority or Certification Body, relating to the Purchaser Products;

(b) List the Purchaser Products pursuant to Section 510 of the Act or other similar requirements of Law;

(c) Comply with 21 CFR §820.30, if applicable, and other similar design control provisions of Regulations issued by the FDA or other relevant Medical Regulatory Authority or Certification Body;

(d) Provide Producer with copy for labeling to physically accompany Purchaser Products (not including promotional labeling) to the extent required to comply with the Act or other relevant Medical Regulatory Authority or Certification Body;

(e) Report to the FDA or other relevant Medical Regulatory Authority or Certification Body;

(f) Administer all requisite field corrective actions, product holds, recalls, withdrawals or quarantines relating solely to Purchaser Products; and

(g) Prepare, obtain approval and hold all Product Technical Files, Notifications and other new product dossiers required by Law, including any applicable Medical Regulatory Authority or Certification Body relating to the Purchaser Products.

11.3 Reference Filings. Upon the reasonable request of Purchaser, Producer will grant Purchaser the right to cross-reference filings held in Producer's name with applicable Medical Regulatory Authorities to the extent reasonably necessary in connection with Purchaser's obtaining and maintaining marketing approval for any Supplied Product and to the extent such grant will not violate applicable confidentiality obligations.

11.4 No Debarred Service Provider. Producer has not and will not use the services of employees or Subcontractors who have been debarred by the FDA or any other Medical Regulatory Authority or Certification Body and, at Purchaser's reasonable written request, will not use the services of any particular employees or Subcontractors identified by Purchaser in connection with the manufacture of Supplied Products pursuant to this Agreement. If Producer

becomes aware that an employee, Subcontractor or employee of Subcontractor has been debarred and said person performed, in any capacity, services in connection with a Supplied Product, Producer shall promptly notify Purchaser of such person's debarment.

11.5 Quality Agreement. In the event of any conflict or inconsistency between this Agreement and the Quality Agreement, this Agreement shall govern except with respect to quality and regulatory matters, which shall be governed by the Quality Agreement.

ARTICLE XII
PRODUCT RECALLS

12.1 Investigation; Recall; Voluntary Withdrawal.

(a) Purchaser shall have the responsibility for investigating, evaluating and making all determinations with respect to recalls, withdrawals or field corrections of any Purchaser Product. In the event that (i) Purchaser reasonably determines that any such Purchaser Product should be recalled, withdrawn or subject to a field correction for any reason, (ii) a Medical Regulatory Authority in any country shall allege or prove that any such Purchaser Product does not comply with Laws in such country and should be recalled, withdrawn or subject to a field correction, or (iii) a court of competent jurisdiction or other Governmental Authority orders such a recall, withdrawal or field correction, Purchaser shall promptly notify Producer and both Parties shall cooperate fully regarding the investigation and disposition of any such matter.

(b) To the extent that any recall, withdrawal or field correction is due to the failure of Producer (and/or any of its Affiliates or any Person acting on behalf of Producer or any of its Affiliates) to deliver Supplied Products that materially comply with any of the covenants or agreements contained in Section 8.1(a) or 8.1(b), Producer shall: (i) promptly replace, at no cost or expense to Purchaser, the recalled, withdrawn or field corrected Supplied Product with Supplied Product which conforms to the covenants and agreements contained in Sections 8.1(a) and 8.1(b), and (ii) bear all costs of conducting the recall, withdrawal or field correction in accordance with the recall guidelines of the applicable Medical Regulatory Authority, provided that such costs shall not exceed the amount of fees paid by Purchaser to Producer hereunder with respect to such Products over the prior 12 months. If each of Producer and Purchaser contributes to the cause for a recall, withdrawal or field correction, the limitations set forth in Section 12.1(c)(ii) will be reduced to a percentage of such amount representing Producer's relative fault. Any costs incurred by Producer under this Section 12.1 will not be included in the calculation of the Production Cost. If such recall, withdrawal or field correction of any Purchaser Products results from any other reason, Purchaser shall bear all costs of conducting the recall, withdrawal or field correction in accordance with the recall guidelines of the applicable Medical Regulatory Authority, including expenses of such recall, withdrawal or field correction. For purposes of this Agreement, the expenses of any recall, withdrawal or field correction shall be all expenses relating to or arising out of compliance with an order of any Governmental Authority, Medical Regulatory Authority or Certification Body and all internal and out-of-pocket expenses incurred by either Party relative to notification, shipping, disposal and return of the recalled or withdrawn Supplied Product and the notification and correction of any Supplied Product subject to a field corrective action. Notwithstanding anything to the contrary contained herein, Purchaser shall have the final decision-making authority with respect to any recall, withdrawal or field correction of any Purchaser

Products and conducting any such recall, withdrawal or field correction. Purchaser shall be responsible for coordinating, tracking and monitoring any such recall, withdrawal or field correction activities with the FDA and any other Medical Regulatory Authority, as well as its customers or otherwise at a Purchaser designated site, and Producer shall reasonably cooperate with Purchaser at Purchaser's expense in this regard.

(c) Each Party shall promptly send to the other Party any reports relating to such inspections, recalls or violations or potential violations of Law applicable to the Purchaser Products; provided that such Party may reasonably redact any such reports to protect its confidential information (including information regarding products not sold to or systems not used to manufacture products for the other Party). In the event that any Governmental Authority requests from Producer, but does not seize, any Purchaser Product in connection with any inspection, Producer (i) shall promptly notify Purchaser of such request, (ii) if permitted by Law, shall satisfy such request only after receiving Purchaser's approval, such approval not to be unreasonably withheld or delayed, (iii) shall follow any reasonable procedures instructed by Purchaser in responding to such request and (iv) shall promptly send any Purchaser Product requested by the Governmental Authority to Purchaser. Producer shall not initiate any recall of a Purchaser Product except as provided in the Quality Agreement without the prior written agreement by Purchaser. Producer shall cooperate with the representatives of any Governmental Authority in connection with any of the foregoing.

ARTICLE XIII
INSURANCE

13.1 Insurance. Purchaser shall maintain (or have maintained by any Party that is an Affiliate of Purchaser for Purchaser's benefit) the following minimum types and amounts of Third Party insurance coverage: (a) commercial general liability insurance providing coverage on an occurrence basis with a bodily injury limit of not less than $25,000,000 per occurrence; and (b) property damage insurance with a combined, $20,000,000 general aggregate limit. Purchaser shall provide Producer with evidence of such coverages in the form of a certificate of insurance, which shall confirm that such insurance coverages shall be renewed and may not be cancelled unless the insurer provides written notice to Producer at least 30 days prior to the effective date of such cancellation or nonrenewal. Each Party shall be responsible for insuring its and its Affiliates' own employees and representatives for injuries received in locations that are owned or controlled by any other Party.

ARTICLE XIV
FORCE MAJEURE

14.1 Force Majeure. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay unless this Agreement has previously been terminated under Article IX. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event,

(a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

ARTICLE XV
CONFIDENTIALITY

15.1 Confidentiality/Protective Arrangements.

(a) *Confidentiality*. Subject to Section 15.2, from and after the Effective Date until the third anniversary of the Effective Date, and in the case of trade secrets, until the relevant trade secret no longer retains its status or qualifies as trade secrets under applicable Laws (other than due to any act or omission of the receiving Party in breach of its obligations hereunder), each of the Parties, on behalf of itself and each member of its respective Group, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to Parent's confidential, personal and proprietary information pursuant to policies in effect as of the Effective Date, all confidential, personal and proprietary information concerning the other Party or any member of the other Party's Group or their respective businesses that is either in its possession (including confidential, personal and proprietary information in its possession prior to the date hereof) or furnished by any such other Party or any member of such other Party's Group or their respective Representatives at any time pursuant to this Agreement or otherwise, and shall not use any such confidential, personal and proprietary information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential and proprietary information has been (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any member of such Party's Group or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party (or any member of such Party's Group), which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential and proprietary information or (iii) independently developed or generated without reference to or use of any proprietary or confidential information of such other Party or any member of such other Party's Group. If any confidential, personal and proprietary information of one Party or any member of its Group is disclosed to the other Party or any member of such other Party's Group in connection with providing services to such first Party or any member of such first Party's Group under this Agreement or any Ancillary Agreement, then such disclosed confidential, personal and proprietary information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction*. Each Party agrees not to release or disclose, or permit to be released or disclosed, any information addressed in Section 15.1(a) to any other Person, except its Representatives who need to know such information in their capacities as such (who shall be advised of their obligations hereunder with respect to such information), and except in compliance with Section 15.2. Without limiting the foregoing, when any such information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, and is no longer subject to any legal hold or other document preservation obligation, each Party shall promptly, at the request of the other Party, either return to the other Party all such information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or notify the other Party in writing that it has destroyed such information (and such

copies thereof and such notes, extracts or summaries based thereon); provided, that the Parties may retain electronic backup versions of such information maintained on routine computer system backup tapes, disks or other backup storage devices; provided further, that any such information so retained shall remain subject to the confidentiality provisions of this Agreement. Each Party agrees to comply with all applicable privacy, data protection, data security or other applicable Laws, policies and contracts with regard to the collection, maintenance, disclosure, retention or destruction the personal information in its possession, custody or control.

(c) *Third-Party Information; Privacy or Data Protection Laws*. Each Party acknowledges that it and members of its Group may presently have and, following the Effective Date, may gain access to or possession of confidential or proprietary information of, personal information relating to, Third Parties (i) that was received under privacy policies and/or confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or members of such other Party's Group, on the other hand, prior to the Effective Date; or (ii) that, as between the two Parties, was originally collected by the other Party or members of such other Party's Group and that may be subject to and protected by privacy policies, as well as privacy, data protection, data security or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause the members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary information of, or personal information relating to, Third Parties in accordance with privacy policies and privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Date or affirmative commitments or representations that were made before the Effective Date by, between or among the other Party or members of the other Party's Group, on the one hand, and such Third Parties, on the other hand.

15.2 Protective Arrangements. In the event that a Party or any member of its Group either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any member of the other Party's Group) that is subject to the confidentiality provisions hereof, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

ARTICLE XVI
DISPUTE RESOLUTION

16.1 General.

(a) In the event of a dispute concerning this Agreement, the Parties agree to engage in a good faith effort and negotiation in an attempt to resolve the dispute. In the event that this initial negotiation is not successful, the Parties agree to elevate the dispute to an Authorized Representative of each Party, and the Authorized Representative of each Party will negotiate in good faith and attempt to arrive at a mutual resolution of such dispute. In the event that the dispute remains unresolved 30 days after the date on which one Party notified the other in writing of the dispute, either Party may then seek to enforce this Agreement in accordance with Article VII of the Separation Agreement which shall govern all disputed matters under this Agreement (as though the Agreement referenced therein were this Agreement). Parent designates its SVP of Operations or his or her designee and SpinCo designates its SVP of Operations or his or her designee for purposes of Section 7.1(a) of the Separation Agreement. Each Party may replace its designee upon written notice to the other Party.

(b) Any waiver (including pursuant to Section 18.12), consent (including pursuant to Section 18.12), amendment (including pursuant to Section 18.12), or agreement executed by a Party in connection with this Agreement, including with respect to any Supplied Product, will be effective only if such waiver, consent, amendment or agreement is executed by the Senior Vice President of Strategy or Senior Vice President of Business Development, as applicable, of such Party or his or her respective designee (each, an "Authorized Representative").

ARTICLE XVII
ASSIGNMENT

17.1 General. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that, except as provided below, neither Party may Transfer its interest or any of its rights or obligations in the Agreement, including Transfers by operation of law such as by way of merger or consolidation, without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding any assignment or other Transfer, references to the Parties and their Affiliates in this Agreement shall continue to apply to the original Parties (or any later successors, transferees or assignees) and their Affiliates.

17.2 Transfers by Producer. Notwithstanding the foregoing provisions of this Article XVII, Producer may Transfer substantially all of its rights and obligations hereunder (or any portion thereof with respect to any applicable Supplied Product) to any Person to which Producer shall Transfer substantially all of its business and assets related to the manufacture or provision of such Supplied Product hereunder; provided that (a) any such acquiring Person shall assume in writing the portion of Producer's obligations hereunder relating to the Supplied Products so Transferred, and shall deliver a signed copy of such assumption instrument to Purchaser, (b) any such acquiring Person is capable of adhering to these obligations consistent with all applicable regulatory requirements, including cGMP/Quality System Regulations and governmental filings/clearance, and (c) and Producer shall give Purchaser at least 60 days' Notice prior to such Transfer.

17.3 Transfers by Purchaser. Notwithstanding the foregoing provisions of this Article XVII, Purchaser may Transfer its rights and obligations hereunder to any Person to which Purchaser shall Transfer substantially all of its business and assets; provided that any such acquiring Person shall assume in writing the Purchaser's obligations hereunder and shall deliver a signed copy of such assumption instrument to Producer. Purchaser shall remain liable for all of its obligations under this Agreement notwithstanding any such Transfer.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Counterparts; Entire Agreement; Corporate Power; Signatures and Delivery.

(a) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto.

(b) This Agreement and the Exhibits, Schedules and appendices hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. This Agreement, the Separation Agreement, and the Ancillary Agreements together govern the arrangements in connection with the Separation and the Distribution and would not have been entered into independently. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that SpinCo will not be charged more than once for the same service, activity, function or expense that is performed or incurred by Parent or its Affiliates or Third Parties pursuant to this Agreement to the extent that SpinCo or its Affiliates are bearing the charges for such service, activity, function or expense pursuant to another Ancillary Agreement.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

(d) Each Party acknowledges that it and each other Party may execute this Agreement by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by e-mail in portable document format (.pdf) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by e-mail in portable document format (.pdf)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

18.2 Governing Law.

(a) This Agreement and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(b) Subject to the provisions of Article XVI, each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, in any action or proceeding arising out of or relating to this Agreement for recognition or enforcement of any judgment or award relating hereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, or, if (and only if) such court finds it lacks jurisdiction, another state court in the State of Delaware, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in such courts and (iv) waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such courts.

18.3 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party hereto. Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement in connection with a Change of Control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant Party thereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party.

18.4 Third-Party Beneficiaries. Except for any Indemnitee (in their respective capacities as such) expressly entitled to indemnification rights under this Agreement, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any other Person any rights or remedies hereunder, and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any Third Party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

18.5 Notices. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and except as provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by electronic mail ("e-mail"), so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 18.5:

If to Purchaser, to:

c/o Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: General Counsel
E-mail: legal.americas@zimmerbiomet.com

with copies (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

and

Faegre Drinker Biddle & Reath
600 E. 96th Street, Suite 600
Indianapolis, Indiana 46240
Attention: Trevor Belden
E-mail: trevor.belden@faegredrinker.com

If to Producer (prior to the Effective Date), to:

ZimVie Inc.
10225 Westmoor Dr.
Westminster, Colorado 80021
Attention: Heather Kidwell,
Senior Vice President, Chief Legal and
Compliance Officer and
Corporate Secretary
E-mail: heather.kidwell@zimmerbiomet.com

with copies (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.
E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

and

Faegre Drinker Biddle & Reath
600 E. 96th Street, Suite 600
Indianapolis, Indiana 46240
Attention: Trevor Belden
E-mail: trevor.belden@faegredrinker.com

A Party may, by notice to the other Party, change the address to which such notices are to be given or made.

18.6 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

18.7 No Set-Off. Except as mutually agreed to in writing by the Parties, neither Party nor any member of such Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement; or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement.

18.8 Publicity. From and after the Effective Date, Producer and Purchaser shall consult with each other before issuing, and give each other the opportunity to review and comment upon, that portion of any press release or other public statements that relates to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except (i) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system (in which case such Party shall promptly notify the other Party and allow the other Party a reasonable time and opportunity to oppose such process before making such disclosure), (ii) ordinary course communications with investors and analysts, and (iii) press releases or other public statements that are substantially consistent with prior disclosures made in accordance with this Agreement.

18.9 Expenses. Except as otherwise expressly set forth in this Agreement or as otherwise agreed to in writing by the Parties, all fees, costs and expenses incurred on or prior to the Effective Date in connection with the preparation, execution, delivery and implementation of this Agreement will be borne by the Party or its applicable Subsidiary incurring such fees, costs or expenses. The Parties agree that certain specified costs and expenses shall be allocated between the Parties as set forth on Schedule 10.10 to the Separation Agreement.

18.10 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18.11 Survival of Covenants. Except as expressly set forth in this Agreement, the covenants, representations and warranties contained in this Agreement, and Liability for the breach of any obligations contained herein, shall survive the Separation and the Distribution and shall remain in full force and effect.

18.12 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement must be in writing and shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

18.13 Specific Performance. Subject to the provisions of Article XVI, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties hereto who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of their respective rights under this Agreement in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

18.14 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

18.15 Performance. Each Party (including its permitted successors and assigns) further agrees that it shall (a) give timely notice of the terms, conditions and continuing obligations contained in this Agreement to all of the other members of its Group and (b) cause all of the other members of its Group not to take any action or fail to take any such action inconsistent with such Party's obligations under this Agreement or the transactions contemplated hereby or thereby.

18.16 Mutual Drafting. This Agreement shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ZIMVIE INC.

By: _____
Name:
Title:

ZIMMER, INC.

By: _____
Name:
Title:

[Signature Page to Reverse Transition Manufacturing and Supply Agreement]

Exhibit 10.8

FORM OF

TRANSITIONAL TRADEMARK LICENSE AGREEMENT

by and between

ZIMMER BIOMET HOLDINGS, INC.

and

ZIMVIE INC.

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TRANSITIONAL TRADEMARK LICENSE AGREEMENT

This TRANSITIONAL TRADEMARK LICENSE AGREEMENT (together with all Schedules attached hereto, this "Agreement"), is made effective as of [●] (the "Effective Date"), by and between Zimmer Biomet Holdings, Inc., a Delaware corporation ("Parent"), and ZimVie Inc., a Delaware corporation ("SpinCo"). Each of Parent and SpinCo may individually be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Parent and SpinCo have entered into that certain Separation and Distribution Agreement, dated as of [●], by and between Parent and SpinCo (as it may be amended or supplemented, the "Separation and Distribution Agreement" or "SDA"), for the contribution, assignment, transfer, conveyance and delivery to SpinCo (as defined in the Separation and Distribution Agreement) of certain assets owned by the Parent and Parent Group (as defined in the Separation and Distribution Agreement);

WHEREAS, pursuant to the Separation and Distribution Agreement, the Parties have agreed to deliver, or cause to be delivered, executed copies of this Agreement on or prior to the Effective Time (as defined in the Separation and Distribution Agreement);

WHEREAS, Parent and Parent Group are the owners of the Licensed Trademarks (as defined below); and

WHEREAS, SpinCo desires to receive a license to use the Licensed Trademarks for a transitional basis, and Parent is willing to grant such license pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and the Separation and Distribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement. For the purpose of this Agreement, the following terms shall have the following meanings:

1.1 "Commercialize" means to sell, offer for sale, distribute, import, market, promote, or otherwise commercialize.

1.2 "Corporate Name" means, with respect to SpinCo and each of the members of the SpinCo Group, the corporate name, registered name or registered fictitious name of such entity as of the Effective Date.

1.3 "Corporate Name Term" has the meaning set forth in Section 2.2(a).

1.4 "Domain Names" means Internet domain names, including top level domain names and global top level domain names, URLs, social media identifiers, handles and tags.

1.5 "Existing Inventory" has the meaning set forth in Section 2.5(b).

1.6 "Field" means the field of (a) developing, designing, manufacturing, having manufactured, importing, exporting, selling, offering for sale, marketing, distributing and otherwise commercializing: (i) either (A) dental reconstructive implants, dental prosthetic products, dental regenerative products, dental treatment design or planning software or services, digital dentistry products or services, (B) implants or surgical instruments whose primary purpose is the placement of bone fixation or motion preservation devices in or attachment to the vertebral column (including

pedicle screws, disc repair and/or replacement devices, and the placement of interbody fusion or motion preservation devices for the treatment of degenerative conditions, deformities, disease, tumors or traumatic injury of the spine) or (C) non-invasive and implantable bone growth stimulation products; and (ii) any and all associated instrumentation (including patient specific instrumentation), treatment or surgical planning, surgical navigation and surgical techniques and (b) seeking and maintaining all necessary approvals in connection with any of the foregoing, provided, however, that the "Field" expressly excludes: the development, design, manufacture, having manufactured, importation, exportation, sale, offer for sale, marketing, distribution or other commercialization of products, instruments or surgical techniques primarily related to the brain, brain stem, spinal cord, maxillofacial surgery, craniomaxillofacial reconstructive surgery, orthognathic surgery, and/or craniotomy procedures (including, for clarity, brain biopsy procedures, brain ablation procedures, deep brain stimulation, nerve root stimulation, epidural needle placement, and/or dural procedures such as for the removal of spinal cord tumors).

1.7 "Licensed Products" means those SpinCo Products Commercialized under the SpinCo Business that contain, bear, display or use any Licensed Trademarks as of immediately prior to the Effective Date.

1.8 "Licensed Trademarks" means the Trademarks set forth on Schedule 1 (*Licensed Trademarks*).

1.9 "Licensee" means each of SpinCo and the other members of the SpinCo Group.

1.10 "Licensed Domain Names" means the Domain Names set forth on Schedule 2 (*Licensed Domain Names)*.

1.11 "Marketing Materials" means product literature, promotional and advertising materials, sales literature, training and educational materials, store displays, splash screens and other similar materials in any forms or media.

1.12 "Party" and "Parties" have the meaning set forth in the preamble.

1.13 "Product Approvals" has the meaning set forth in Section 9.1.

1.14 "Product Approval Term" has the meaning set forth in Section 9.1.

1.15 "Separation and Distribution Agreement" or "SDA" have the meaning set forth in the preamble.

1.16 "Sublicensee" has the meaning set forth in Section 2.4.

1.17 "Term" has the meaning set forth in Section 9.1.

1.18 "Trademark Guidelines" has the meaning set forth in Section 5.2(a).

1.19 "Tradename Approvals" has the meaning set forth in Section 9.1.

1.20 "Tradename Licensee" means those Licensees who have a Licensed Trademark in their Corporate Name.

2. License Grant.

2.1 Trademark License Grant. Subject to the terms and conditions of this Agreement, Parent hereby grants to each Licensee a fully paid-up, royalty free, non-sublicensable (except as provided in Section 2.4), non-assignable and non-transferable, non-exclusive, worldwide

transitional license to use the Licensed Trademarks in accordance with the Trademark Guidelines and in all material respects in the same form and manner as used immediately prior to the Effective Date:

(a) Products and Marketing Materials: in connection with the Commercialization of Licensed Products and associated Marketing Materials within the Field for the period of time that lasts, on Licensed Product-by-Licensed Product basis and (to the extent applicable) on a country-by-country basis, until the receipt by Licensee of all licenses, permits, consents, authorizations and regulatory approvals from the applicable Governmental Authority that are required by Law to change the Trademarks used on any Licensed Products or Marketing Materials therefor from Licensed Trademarks to Trademarks that do not include, and are not similar to, any of the Licensed Trademarks, in each case, consistent with the timelines specified in regulations or guidance from such Governmental Authority on implementation of such changes (on Licensed Product-by-Licensed Product basis and (to the extent applicable) on a country-by-country basis, the "Product Approvals"); provided, however, that (i) each Licensee uses commercially reasonable efforts after the Effective Date to make and notify Parent of all filings with any Governmental Authority and take such other actions necessary to obtain the Product Approvals; (ii) except as set forth in subpart (iii) below, under no circumstance shall the foregoing license expire later than two (2) years following the Effective Date (the "Product Approval Term"); (iii) in the event that a Licensee has not received all necessary Product Approvals for a Licensed Product in a country within the Product Approval Term, and provided that such Licensee has consistently taken and continues to take at all times commercially reasonable efforts to obtain such Product Approval, then such Licensee may, no later than sixty (60) days prior to the end of the Product Approval Term, solely with respect to the Licensed Product(s) in the countr(ies) for which Product Approval was not obtained within the Product Approval Term, elect in writing to Parent to extend the Product Approval Term for such Licensed Product(s) in such countr(ies) for consecutive one (1) year terms until the necessary relevant Product Approval(s) is received; provided that, notwithstanding anything to the contrary in this Section 2.1(a), such Licensee shall consistently continue to take at all times reasonable best efforts to expeditiously obtain such Product Approval(s); and

(b) Other Uses: for a period of one (1) year following the Effective Date, in connection with continuing the use of any other tangible assets, documents, or materials, not addressed in the foregoing clause (a), that contain, bear, display or use any Licensed Trademark as of the date hereof, including billboards, vehicle and equipment markings, stationery, forms, business cards, contracts or on letterhead and other media; provided, further, that, in each case of the foregoing clauses (a)—(b) of this Section 2.1, all such uses shall be in a manner consistent with the operation of the SpinCo Business immediately prior to the Distribution Date. For purposes of clarity, if an item requires regulatory approvals or similar approval from a Governmental Authority in a particular country to be changed, it will be treated as Marketing Materials under the foregoing clause (a). The one (1) year term of this clause (b) may be extended for an additional one (1) year term provided that Licensee has taken at all times reasonable best efforts to remove any Licensed Trademarks during the initial one (1) year term.

2.2 Corporate Name License Grant.

(a) Subject to the terms and conditions of this Agreement (including Section 5.4), Parent hereby grants to each Tradename Licensee a fully paid-up, royalty free, non-sublicensable, non-assignable and non-transferable, non-exclusive, worldwide license to use the Licensed Trademarks in its Corporate Name, until the receipt by the Tradename Licensee of all licenses, permits, consents, authorizations and regulatory approvals from the applicable Governmental Authority that are required by Law to change the Corporate Names

of all Tradename Licensees to names that do not include, and are not similar to, any of the Licensed Trademarks ("Tradename Approvals"), provided, however, (i) each Tradename Licensee uses commercially reasonable efforts after the Effective Date to make and notify Parent of all filings with any Governmental Authority and take such other actions necessary to obtain the Trademark Approvals; (ii) except as set forth in subpart (iii) below, under no circumstance shall the foregoing license expire later than two (2) years following the Effective Date (the "Corporate Name Term"); (iii) in the event that a Tradename Licensee has not received all necessary Tradename Approvals within the Corporate Name Term, and provided that such Tradename Licensee has consistently taken and continues to take at all times commercially reasonable efforts to obtain such Tradename Approvals, then such Tradename Licensee may, no later than sixty (60) days prior to the end of the Corporate Name Term, elect in writing to Parent to extend the Corporate Name Term, with respect to such Corporate Name for which approval was not obtained, for consecutive one (1) year terms until the necessary relevant Tradename Approval is received; provided that, notwithstanding anything to the contrary in this Section 2.2(a), such Tradename Licensee shall consistently continue to take at all times reasonable best efforts to expeditiously obtain such Tradename Approval. Upon expiration or termination of the license granted under this Section 2.2, each Tradename Licensee shall adopt a new Corporate Name that is not confusingly similar to the Licensed Trademarks.

2.3 Domain Name License Grant; Domain Name Redirection. Subject to the terms and conditions of this Agreement, Parent hereby grants to each Licensee a fully paid-up, royalty free, non-sublicensable, non-assignable and non-transferable, non-exclusive, worldwide licenses to use the Licensed Domain Name(s) for a period of thirty (30) calendar days following the Effective Date solely in connection with the Commercialization of Licensed Products and associated Marketing Materials within the Field in all material respects in the same form and manner as used immediately prior to the Effective Date. For a period of two (2) years following the Effective Date, in relation to any Licensed Domain Names used solely in connection with the Commercialization of Licensed Products, the Parent shall promptly reprogram each such Licensed Domain Name such that a person directed from a third party's hyperlink to any relevant Licensed Domain Name is immediately, and without any user intervention or action, redirected to a relevant web page address provided by the relevant Licensee of such Licensed Domain Name.

2.4 Sublicense Rights. The licenses granted to SpinCo in Sections 2.1 shall not include any right to grant any sublicenses except as provided in this Section 2.4. Subject to the terms and conditions of this Agreement, each Licensee may grant sublicenses to customers of the SpinCo Group (each a "Sublicensee") in connection with Commercialization of the Licensed Products in the Field, in the ordinary course of business, in each case solely for the benefit of the SpinCo Business; provided, that such Licensee ensures that the terms of any such sublicense are consistent with the terms of this Agreement and any such Sublicensee complies with such sublicense. Each Licensee shall remain responsible and liable for each Sublicensee's compliance with all of the terms and conditions of this Agreement, and any breach of the terms or conditions of this Agreement by any Sublicensee shall be deemed a breach by such Licensee of such terms and conditions.

2.5 Efforts to Remove.

(a) Each Licensee shall use commercially reasonable efforts to remove and cease using any Licensed Trademarks that appear on any publicly available or promotional materials used by any member of the SpinCo Group or their Affiliates within the SpinCo Business as soon as reasonably practical following the Effective Date.

(b) Notwithstanding any other provision of this Agreement to the contrary, (i) Licensee may continue to sell any inventory of Licensed Products that are manufactured and marked with the Licensed Trademarks prior to such Licensee's receipt of the relevant Product Approval (including, for clarity, any works-in-process or products for which manufacturing and/or marking with the Licensed Trademarks commenced prior to such Licensee's receipt of the relevant Product Approval) (such Licensed Products, the "Existing Inventory"); and (ii) no Licensee shall be required to arrange the recall, relabel, repackage, destroy, or otherwise modify any Existing Inventory of any Licensed Products sold prior to such Licensee's receipt of the relevant Product Approval,

2.6 Records. Notwithstanding anything in this Agreement to the contrary, and without limiting the rights otherwise granted in this Section 2, each Licensee shall have the right, at all times before, during and after the Effective Date, to retain internal records and other historical or archived documents for internal use or reference that contain or bear the Licensed Trademarks.

2.7 Group Members. SpinCo shall cause the other Licensees to comply with all applicable provisions of this Agreement.

2.8 Rebranding Progress Reporting. Within forty-five (45) calendar days following the end of each calendar quarter, commencing with the first full calendar month following the Effective Date, each Licensee shall deliver to the Parent a progress report of such Licensee's total rebranding efforts, including each of the Licensee's obligations pursuant to this Section 2.

2.9 Best Efforts. In assessing whether Licensee is taking or has taken "reasonable best efforts" under this Section 2, the Parties acknowledge that Licensee operates in a large number of countries and in a highly complex regulatory environment, including for example the European Union Medical Device Regulation (EUMDR). Making changes to labeling, changing the names of legal manufacturer and other similar changes must be managed in a coordinated way in order to minimize the risk of violating regulatory requirements which could lead to the interruption of the availability of critical medical products to Licensee's patients. As a result, the Parties acknowledge that the pace of changes related to particular countries must take into account these regulatory complexities. The Parties also acknowledge that, pursuant to Section 10.15, acts of god, unforeseen circumstances, pandemics and the like must also be taken into consideration when assessing whether Licensee is taking or has taken "reasonable best efforts."

3. Restrictions. Except as expressly permitted in this Agreement, no Licensee shall:

(a) use any of the Licensed Trademarks in a way that would reasonably be expected to (i) tarnish, degrade, disparage or reflect adversely on a Licensed Trademark or Parent's or any member of the Parent Group's business or reputation, (ii) dilute or otherwise harm the value, reputation or distinctiveness of or Parent's goodwill used in connection with or symbolized by any Licensed Trademark or (iii) invalidate or cause the cancellation or abandonment of any Licensed Trademark; or

(b) adopt, use, register or file applications to register, acquire or otherwise obtain, in any jurisdiction, any Trademark or Domain Name that consists of, incorporates or is confusingly similar to or dilutive of, or is a variation, derivation or modification of, any Licensed Trademark.

4. Ownership.

4.1 Ownership of Licensed Trademarks. Each Licensee acknowledges that as between the Parties, the Licensed Trademarks are the exclusive and sole property of Parent, and each

Licensee agrees that it will not contest Parent's ownership or validity of any of the Licensed Trademarks. Nothing in this Agreement shall confer in any Licensee any right of ownership in any Licensed Trademarks, and no Licensee shall make any representation to that effect or use any Licensed Trademarks in a manner that suggests that such rights are conferred.

4.2 No Obligation to Prosecute or Maintain Trademarks. Neither Parent nor any member of the Parent Group shall have any obligation to seek, perfect, maintain any protection for, defend, or enforce any of the Licensed Trademarks. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither Parent nor any member of the Parent Group shall have any obligation to file any Trademark application, to prosecute any Trademark or secure any Trademark rights or to maintain any Licensed Trademark in force.

5. Quality Control.

5.1 SpinCo Covenants.

(a) Quality Control. Each Licensee shall ensure that all Licensed Products are made and Commercialized according to standards that are, and a level of quality that is either (i) substantially the same as the standards and quality of the SpinCo Business as of immediately prior to the Effective Date, or (ii) approved in advance in writing by Parent.

(b) Samples. Each Licensee agrees, upon Parent's reasonable request, to furnish to Parent representative samples of Licensed Products or Marketing Materials Commercialized by SpinCo that include or bear the Licensed Trademarks.

5.2 Conditions Applicable to the Appearance of the Licensed Trademarks.

(a) Each Licensee agrees to comply with the rules and brand guidelines applicable to the SpinCo Business as of immediately prior to the Effective Date with respect to the appearance and manner of use of the Licensed Trademarks ("Trademark Guidelines") as attached in Schedule 3 (*Trademark Guidelines*). Parent agrees to notify SpinCo in writing of any changes to the Trademark Guidelines. Each Licensee's obligation to comply with revised Trademark Guidelines shall be prospective from the date of notification of any such changes thereto, and no Licensee shall be required to modify any materials complying with the prior guidelines that were Commercialized prior to such notification. No changes to any form of use of the Licensed Trademarks shall be adopted by any Licensee without prior approval in writing by Parent.

5.3 Protection of Licensed Trademarks.

(a) Each Licensee shall take reasonable steps to avoid endangering the validity of the Licensed Trademarks, including compliance with the applicable Laws in all countries where Licensed Products are Commercialized. Each Licensee shall execute registered user agreements and similar documents required by Parent to protect or enhance Parent's title and rights in the Licensed Trademarks. Except as otherwise provided in this Agreement, each Licensee shall be responsible for all out-of-pocket costs and expenses incurred in connection with obtaining and maintaining trademark registrations where such registrations would not have been applied for or maintained in the absence of its activities under this Agreement, recording this Agreement and obtaining the entry of such Licensee as a registered or authorized user of the Licensed Trademarks.

(b) In the event that any Licensee learns of any infringement or threatened infringement of the Licensed Trademarks or any passing-off or that any third party alleges or claims to such Licensee that the Licensed Trademarks are liable to cause deception or

confusion to the public, or are liable to dilute or infringe any right, Each Licensee shall as promptly as reasonably practicable notify Parent or its authorized representative giving particulars thereof. Parent may elect to pursue such claims and any such proceedings shall be at the sole expense of Parent and any recoveries shall be solely for the benefit of Parent. Nothing herein, however, shall be deemed to require Parent to enforce the Licensed Trademarks against others.

(c) In the performance of this Agreement, each Licensee shall comply with all applicable Laws regarding Intellectual Property Rights, and those Laws particularly pertaining to the proper use and designation of Trademarks. Should any Licensee become aware of any applicable Laws regarding Intellectual Property Rights that are inconsistent with the provisions of this Agreement, it shall as promptly as reasonably practicable notify Parent of such inconsistency.

5.4 Protection of Licensed Trademarks. Each Tradename Licensee shall (a) comply in all material respects at all times with applicable Laws and (b) operate its business in accordance in all material respects with at least the same standards of quality, appearance, service and other standards that it has observed as of the Effective Date. In order to promote adherence to such standards and for the purpose of protecting and maintaining the goodwill associated with the Licensed Trademarks and the reputation of Parent, Parent shall have the right to obtain from each Tradename Licensee reasonable information as to the operation of such Tradename Licensee's business and the manner in which the Licensed Trademarks are used in connection with such Tradename Licensee's Corporate Names. If, at any time, the Tradename Licensee fails, in the good faith reasonable opinion of Parent, to conform in all material respects to the standards and other requirements set forth in this Section 5.4, and Parent notifies the Tradename Licensee in writing of such failure, the Tradename Licensee promptly shall take such steps as are reasonably necessary to conform in all material respects with such standards and other requirements of this Agreement. If the Tradename Licensee fails to cure any such non-conformity within ninety (90) calendar days of such notice of nonconformity, but has taken reasonable best efforts in attempting to cure such non-conformity, then such Tradename Licensee shall have a reasonable period to cure such non-conformity; provided, that such Tradename Licensee consults with Parent to determine the steps that are reasonably necessary. If such Tradename Licensee fails to cure any such non-conformity within ninety (90) calendar days of such notice of nonconformity, and has not taken reasonable best efforts in attempting to cure such non-conformity, such Tradename Licensee shall promptly cease use of the Licensed Trademarks in its Corporate Names.

6. Representations and Warranties; Covenants.

6.1 Representations and Warranties. Each of Parent (on behalf of itself and its Affiliates (as applicable)) and SpinCo (on behalf of itself and its Affiliates (as applicable)) makes the representations and warranties set forth in this Section 6.1 to the other Party as of the Effective Date.

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation. It has full corporate power and authority to execute, deliver, and perform this Agreement, and the execution, delivery and performance by it of this Agreement have been duly authorized by all requisite corporate action.

(b) This Agreement constitutes a valid and legally binding agreement enforceable against it in accordance with its terms (except as the enforceability thereof may be limited by applicable Laws).

6.2 Compliance with Laws. Each Party shall comply, and shall cause its Affiliates and sublicenses to comply, with all applicable Laws in performing its and their obligations and exercising its and their rights pursuant to this Agreement.

6.3 DISCLAIMER. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 5.4 OF THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, UNDER THIS AGREEMENT, ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER UNDER THIS AGREEMENT OR AT LAW, INCLUDING ANY REPRESENTATION OR WARRANTY (A) OF QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, REGISTERABILITY, ALLOWABILITY, VALIDITY OR ENFORCEABILITY, (B) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE OR (C) THAT ANY LICENSED TRADEMARK TO THE OTHER PARTY HEREUNDER MAY BE PRACTICED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN, THE LICENSED TRADEMARKS ARE BEING LICENSED ON AN "AS IS," "WHERE IS" BASIS AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS RELATED TO THE USE OF THE LICENSED TRADEMARKS IN CONNECTION WITH THE SPINCO BUSINESS.

7. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM CLAIMS THAT A LICENSEE HAS USED ANY LICENSED TRADEMARKS OUTSIDE OF THE SCOPE OF THE LICENSE GRANTED UNDER THIS AGREEMENT OR BREACHES BY EITHER PARTY OF SECTION 8 HEREOF, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS SUFFERED OR SIMILAR ITEMS (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY), OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER.

8. Confidentiality.

8.1 Duty of Confidence**.** Subject to the other provisions of this Section 8, all Confidential Information disclosed by a Party or its Affiliates under this Agreement will be maintained in confidence and otherwise safeguarded by the recipient Party. The recipient Party may only use and disclose the Confidential Information of the other Party for the purposes of this Agreement. Subject to the other provisions of this Section 8, each Party shall hold as confidential such Confidential Information of the other Party or its Affiliates in the same manner and with the same protection as such recipient Party maintains its own confidential information. Except as expressly provided in this Section 8, a recipient Party may only disclose Confidential Information of the other Party to employees, agents, contractors, consultants and advisers of the recipient Party and its Affiliates to the extent reasonably necessary for the purposes of, and for those matters undertaken pursuant to, this Agreement; provided that such Persons are bound to maintain the confidentiality of the Confidential Information in a manner consistent with the confidentiality provisions of this Agreement.

8.2 Exceptions**.** The obligations under this Section 8 shall not apply to any information to the extent that the recipient Party can demonstrate by competent evidence that such information:

(a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public or part of the public domain through no breach of this Agreement by the recipient Party or its Affiliates;

(b) was known to, or was otherwise in the possession of, the recipient Party or its Affiliates prior to the time of disclosure by the disclosing Party or any of its Affiliates;

(c) is disclosed to the recipient Party or an Affiliate on a non-confidential basis by a Third Party who is entitled to disclose it without breaching any confidentiality obligation to the disclosing Party or any of its Affiliates; or

(d) is independently developed by or on behalf of the recipient Party or its Affiliates, as evidenced by its written records, without reference to the Confidential Information disclosed by the disclosing Party or its Affiliates under this Agreement.

Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the recipient Party merely because the Confidential Information is embraced by more general information in the public domain or in the possession of the recipient Party. Further, any combination of Confidential Information shall not be considered in the public domain or in the possession of the recipient Party merely because individual elements of such Confidential Information are in the public domain or in the possession of the recipient Party unless the combination and its principles are in the public domain or in the possession of the recipient Party.

8.3 Authorized Disclosures**.** In the event that the recipient Party is required to disclose Confidential Information of the disclosing Party pursuant to applicable Law or in connection with bona fide legal process, such disclosure shall not be a breach of this Agreement; provided that the recipient Party (a) informs the disclosing Party as soon as reasonably practicable of the required disclosure, (b) limits the disclosure to the required purpose, and (c) at the disclosing Party's request and expense, to the extent permitted by applicable Law, assists in an attempt to object to or limit the required disclosure.

9. Term and Termination; Remedies.

9.1 Term. The term of this Agreement shall commence as of the Effective Date and unless earlier terminated in accordance herewith, shall continue in force until the last day of the last to expire license terms set forth in Section 2.1, Section 2.2, or Section 2.3 (such period, the "Term").

9.2 Effect of Termination; Survival. Upon the expiration of this Agreement, SpinCo shall immediately discontinue and cease all use of the Licensed Trademarks and Domain Names. After the expiration of the Term, SpinCo and the SpinCo Group shall no longer have the right to use the Licensed Trademarks and Domain Names. Further, the following provisions of this Agreement shall survive any termination (whether in part or in its entirety) of this Agreement, Section 8 (Confidentiality), Section 10 (Miscellaneous) and Section 1 (Definitions) (to the extent necessary to give effect to the foregoing sections in this sentence).

10. Miscellaneous.

10.1 Interpretation. Unless the context of this Agreement otherwise requires: (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the Separation and Distribution Agreement) as a whole (including all of the Schedules, Exhibits and Appendices hereto and thereto) and not to any particular provision of this

Agreement (or the Separation and Distribution Agreement); (c) Article, Section, Schedule, Exhibit and Appendix references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement (or, as applicable, or the Separation and Distribution Agreement), unless otherwise specified; (d) unless otherwise stated, all references to any agreement (including this Agreement and the Separation and Distribution Agreement) shall be deemed to include the exhibits, schedules and annexes (including all Schedules, Exhibits and Appendixes) to such agreement; (e) the word "including" and words of similar import when used in this Agreement (or the Separation and Distribution Agreement) shall mean "including, without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) unless otherwise specified in a particular case, the word "days" refers to calendar days; (h) references to "business day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions are generally authorized or required by law to close in New York, New York; (i) references herein to this Agreement or any other agreement contemplated herein shall be deemed to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (k) unless expressly stated to the contrary in this Agreement or the Separation and Distribution Agreement, all references to "the date hereof," "the date of this Agreement," "hereby" and "hereupon" and words of similar import shall all be references to the Effective Date.

10.2 Notices. All notices, requests, claims, demands or other communications under this Agreement shall be in writing and shall be given or made (and except as provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by e-mail, so long as confirmation of receipt of such e-mail is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice addressed as follows:

If to Parent, to:

Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, Indiana 46580
Attention: General Counsel
E-mail: legal.americas@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.

E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

If to SpinCo, to:

ZimVie Inc.
10225 Westmoor Dr.,

Westminster, Colorado 80021
Attention: Senior Vice President,
Chief Legal and
Compliance Officer and
Corporate Secretary

E-mail: heather.kidwell@zimmerbiomet.com

with a copy (which shall not constitute notice), to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Morton A. Pierce, Esq.
Michelle B. Rutta, Esq.
Robert Chung, Esq.

E-mail: morton.pierce@whitecase.com
michelle.rutta@whitecase.com
robert.chung@whitecase.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

10.3 Amendment; Waiver. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

10.4 Assignability. The rights, benefits and obligations of each Party under (or relating to) this Agreement (including any licenses or sublicenses granted pursuant to this Agreement) are personal to such Party. A Party may not assign (including in a bankruptcy or similar proceeding) or assume in a bankruptcy or similar proceeding this Agreement or any rights, benefits or obligations under or relating to this Agreement, in each case whether by operation of law or otherwise, without the other Party's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed); provided that a Party may, with notice to the other Party but without the consent of the other Party, assign or transfer its rights and obligations under this Agreement in whole or in part to one or more of its Affiliates; provided that no such assignment by a Party to an Affiliate shall release such Party from its obligations under this Agreement. In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be void ab initio and of no force or effect.

10.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (a) the Separation and Distribution Agreement (and the Exhibits, Schedules and Annexes thereto), (b) the other Ancillary Agreements and any other written agreement of the Parties that expressly provides that it is not superseded by this Agreement. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation and Distribution Agreement, this Agreement shall control with respect to the subject matter hereof, and the Separation and Distribution Agreement shall control with respect to all other matters.

10.6 Parties in Interest. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as expressly set forth

herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10.7 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

10.8 Governing Law; Jurisdiction.

(a) This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware, including all matters of validity, construction, effect, enforceability, performance and remedies.

(b) Subject to the provisions of Article VII of the Separation and Distribution Agreement, each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, or if such court shall not have jurisdiction, the other state courts of the State of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other.

10.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto or the parties thereto, respectively, and delivered to the other Party hereto or parties thereto, respectively.

10.10 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.11 Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

10.12 Rules of Construction. This Agreement shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

10.13 Specific Performance. Subject to the provisions of Article VII of the Separation and Distribution Agreement, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party hereto, who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of their respective rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

10.14 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Parent and SpinCo, including in Section 2 and Section 3, are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or analogous provisions of applicable Law outside the United States, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code or analogous provisions of applicable law outside the United States. Each Party agrees that the other, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any other provisions of applicable Law outside the United States that provide similar protection for such intellectual property.

10.15 Force Majeure. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

10.16 Further Assurances. SpinCo and Parent hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Agreement and carry out the intent and purposes of this Agreement.

10.17 No Agency. Nothing herein contained will be construed to place the Parties in the relationship of partners, principal and agent, or employer and employee. Neither Party will have the power to assume, create or incur liability or any obligation of any kind, express or implied, in the name of or on behalf of the other Party by virtue of this Agreement.

10.18 Affiliate Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Subsidiaries or Affiliates, such obligation shall apply to such entities only during such period of time that such entities are Subsidiaries or Affiliates of such Party. To the extent that this Agreement requires a Subsidiary or an Affiliate of any Party to take or omit to take any action, such agreement and obligation includes the obligation of such Party to cause such Subsidiary or Affiliate to take or omit to take such action.

10.19 Dispute Resolution. Article VII of the Separation and Distribution Agreement is hereby incorporated by reference herein (but for this purpose, only to the extent applicable to this Agreement, and not to the Separation and Distribution Agreement or any other Ancillary Agreement). Parent designates its Vice President, Chief Patent Counsel or their respective designee and SpinCo designates its Senior Patent Counsel or their respective designee for purposes of Section 7.1(a) of the Separation and Distribution Agreement. Each Party may replace its designee upon written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ZIMMER BIOMET HOLDINGS, INC.

By: _____
Name: Bryan Hanson
Title: President and Chief Executive Officer

ZIMVIE INC.

By: _____
Name: Vafa Jamali
Title: President and Chief Executive Officer

[*Signature Page to Transitional Trademark License Agreement*]

Exhibit 10.9

January 31, 2021

Vafa Jamali
[Address redacted]

Revised Offer Letter

Dear Vafa,

We are pleased to offer you the position of Chief Executive Officer for NewCo ("NewCo"), a corporation to be formed as a wholly owned subsidiary of Zimmer Biomet (the "Company") in anticipation of the spin-off of certain Company's businesses, reporting to me. In this position, you will be paid a gross annual base salary of $700,000 in bi-weekly installments and your salary grade will be Z04. Your position is exempt, as such, your annual salary is intended to compensate you for all hours worked and you will not be eligible to receive overtime pay. Your start date will be February 15, 2021.

Please remember that this offer is conditioned upon your successful completion of a pre-employment background check and drug screening and on other terms and conditions described in this offer letter. Additionally, you will be required to demonstrate proof of your legal authorization to work in the United States. You agree to produce documents consistent with the "List of Acceptable Documents" on the I-9 form (Employment Eligibility Verification). If you do not provide the required documentation within the first three days of employment, your employment will be subject to termination.

Neither this letter nor any other written or oral statement by the Company or NewCo, including any policy manual or handbook, creates a contract of employment, express or implied, or a guarantee of employment for any specific time period. At all times, your employment will be at will, meaning either you or Zimmer Biomet (or NewCo following the spin transaction) may terminate your employment for any reasons and at any time, with or without notice.

Annual Merit Adjustment

Beginning in 2022, you will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with your job performance until such time that NewCo is established as a separate legal entity; at that time, you will be eligible for NewCo's annual merit review process.

Executive Performance Incentive Plan

You will be eligible to earn an annual bonus under the Zimmer Biomet Holdings, Inc. Executive Performance Incentive Plan ("Plan"), subject to the terms of that Plan, as it may be amended from time to time. Your current target bonus in this position is 90% of your eligible earnings for the respective bonus plan year. 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 Plan are generally paid by March 15th of the year following the performance year. You generally must remain employed by Zimmer Biomet at the time of bonus payout to earn the bonus; however, once NewCo is established, you will be eligible to earn an annual bonus under the new entity's Executive Performance Incentive Plan.

Long-Term Incentive Plan

Based on your performance, you may be eligible to receive annual Zimmer Biomet stock option grants or other equity awards beginning in 2021 at the discretion of the Compensation and Management Development Committee ("Committee") of the Board of Directors of the Company (the "Board"). These grants provide opportunities for long-term compensation and ownership of the Company and are subject to the terms of the applicable grant award and applicable stock plan. For 2021, your estimated LTI grant date fair market value in this role will be approximately $3,000,000. We anticipate the grant date of the 2021 award will be in or around February/March 2021, subject to the Committee's approval. Once NewCo is established, you may be eligible to receive stock option grants or other equity awards after NewCo is spun off.

Long-Term Incentive Loss

In addition to the Long-Term Incentive Plan awards detailed above, subject to the requisite approval, as soon as administratively feasible following your commencement of employment, Zimmer Biomet is expected to award you a one-time long-term incentive grant with a grant date fair value of approximately $3,500,000 under terms of the Company's equity plans, in recognition that you may incur an equity loss due to changing employment. This grant is expected to consist of 50% stock options (based upon a Black-Scholes valuation) and 50% time-vested restricted stock units (RSUs) (based on the grant date fair value of such awards). The grant date is expected to be the first business day of the month following the later of award approval or your commencement of employment. The stock options will be granted at the fair market value of our common stock on the grant date and will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, assuming your continued employment with Zimmer Biomet, and will have a maximum term of 10 years. The RSUs will vest at the rate of 25% per year over four years beginning on the first anniversary of the date of the grant, again assuming your continued employment with Zimmer Biomet.

Also, the Board is expected to recommend to the board of directors of NewCo that they approve a one-time long-term incentive grant with a grant date fair value of approximately $3,000,000. This grant will consist of 50% NewCo stock options (based upon a Black-Scholes valuation) and 50% NewCo time-vested restricted stock units (RSUs) (based on the grant date fair value of such awards). The grant date will be determined at a later date. The stock options will be granted at fair market value of the NewCo common stock on the date of grant and will vest at the rate of (1/3) per year over three years beginning on the first anniversary of the grant date, assuming your continued employment with NewCo or Zimmer Biomet, and will expire on the tenth anniversary of the grant date. The RSUs are expected to vest at the rate of (1/3) per year over three years beginning on the first anniversary of the date of the grant, again assuming your continued employment with NewCo or Zimmer Biomet. In the event the spin transaction is cancelled, such equity grant of $3 million will be delivered in Zimmer Biomet stock options and RSUs with a grant date fair value of $3 million.

Sign-On Bonus

If you accept this offer of employment and become employed by Zimmer Biomet, you will be eligible to earn a cash sign-on bonus of $500,000 less applicable tax withholdings, that will be advanced within sixty (60) days after commencing employment. You agree that you will not earn the sign-on bonus until the twenty-four (24) month anniversary of your start date. Accordingly, if prior to the twenty-four (24) month anniversary of your start date you voluntarily leave your employment with Zimmer Biomet (or NewCo) or your employment with Zimmer Biomet (or NewCo) is terminated for cause,[1] you will repay the full gross

[1] For this purpose, "cause" means (i) indictment by federal or state authorities in respect of any crime that involves – in the good faith judgment of the Company – theft, dishonesty or breach of trust; (ii) conviction of any felony; (iii) commission of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony; (iv) deliberate and repeated refusal to perform the customary employment duties reasonably related to your position with the Company (other than as a result of vacation, sickness, illness, or injury); (v) in the good faith judgment of the Company, fraud or embezzlement of Company property or assets; (vi) misconduct, moral turpitude, negligence, or malfeasance (intentional or reckless wrongdoing with or without malicious or tortious intent) that may, in the good faith judgment of the Company, have a material adverse effect on the Company; or (vii) a breach or violation of any agreement with the Company.

amount of the sign-on bonus that was advanced to you within thirty (30) days following termination or agree that such sign-on bonus advanced to you will be offset against any other amounts owed to you from Zimmer Biomet or NewCo. As a condition to receipt of this bonus, you also agree to execute any sign-on bonus advance repayment agreement presented by Zimmer Biomet.

Change In Control (CIC) Severance Agreement

In your role, you will be offered a CIC Severance Agreement. The CIC Severance Agreement will generally provide you with an enhanced severance benefit opportunity for a period of time following a change in control of Zimmer Biomet should your employment be terminated by the Company without cause or by you for good reason, both as defined in the agreement. Once you return the Corporate Executive Confidentiality, Non-Competition and Non-Solicitation Agreement, we will prepare the CIC Severance Agreement which will set forth the details of the benefits provided under such agreement and will specify your eligibility for potential CIC severance benefits in the event of a change in control. There will be no duplication of benefits under this CIC Severance Agreement with benefits provided under the Executive Severance Plan, any Enhanced Severance provisions described below or otherwise.

Executive Severance Plan

In your role, you will be eligible to participate in our current Executive Severance Plan. As an eligible Leadership Team member, in the event of your involuntary separation from employment without cause as defined under the plan, your severance benefit would include the sum of your final base salary and final target bonus, plus 12 months of COBRA premium subsidy (medical and dental) based on your coverage in effect immediately prior to your separation. Payment would be made in lump-sum form, less applicable tax withholdings, subject to your entering into a general release in the form provided by the Company. There will be no duplication of benefits provided under this Executive Severance Plan with the benefits provided under the CIC Severance Agreement, any Enhanced Severance provisions descried below or otherwise. Your continued eligibility for participation in this plan will be in accordance with the terms of the plan, as amended from time to time, as defined and administered by the Company, taking into account any change in your job Z-grade, role and responsibilities in the Company.

Enhanced Severance

In your role, you will be eligible for Enhanced Severance in the event the spin transaction is cancelled and your position is eliminated by the Company. Enhanced Severance generally provides for a payment of 2x base salary and 2x target bonus plus a pro-rata portion of current year bonus. Payment would be made in lump-sum form, less applicable tax withholdings, subject to your entering into a general release in the form provided by the Company. If you are eligible for Enhanced Severance, there will be no duplication of benefits provided under this Enhanced Severance provision with the benefits provided under the CIC Severance Agreement, the Executive Severance Plan or otherwise. In addition, if you are entitled to Enhanced Severance, your unvested Company equity awards will have accelerated vesting and you will have three months from your separation date to exercise any unvested Company stock options. Your continued eligibility for participation in Enhanced Severance and the details of such participation will be in accordance with the terms of the plan for Enhanced Severance administered by the Company, as amended from time to time, taking into account any change in your job Z-grade, role and responsibilities in the Company.

Benefits

You are eligible for Zimmer Biomet's competitive benefits offerings which currently include health, dental, vision, disability, 401(k), and other benefits, all subject to the terms of the applicable plans. Details on Zimmer Biomet's benefit plans can be found on the "Welcome to Zimmer Biomet" website. You understand that if you wish to enroll in Zimmer Biomet's medical plan (and certain other benefit plans), generally you must enroll within 31 days of your start date or during the annual open enrollment period.

The terms and conditions of each benefit plan are governed by the plan documents or insurance policies (as amended from time to time in Zimmer Biomet's discretion). The terms of the plan documents will control. Zimmer Biomet reserves the right to change or discontinue these benefits at any time in its discretion.

Time Off

You are eligible for 30 days of paid time off ("PTO") per calendar year. See the PTO policy for additional details. You will also be eligible for holidays and any other leave or time off provided pursuant to Company policy or applicable law.

Mileage Reimbursement

In accordance with Zimmer Biomet policies, you will be reimbursed for business mileage at the rate determined by the IRS from time to time or at any alternative rate required by law. Also and unless otherwise required by law, Zimmer Biomet will not reimburse you for gas, maintenance or repairs separately from this mileage reimbursement and this mileage reimbursement will not be eligible for any benefits and/or compensation plan purposes. This mileage reimbursement is tied to your position, so if you change positions within the Company you may become ineligible for the mileage reimbursement.

Repayment Obligation/Company's Right to Offset

If you leave the Company, you agree that you will be required to repay any amounts you may owe the Company as of your last day of employment. You also agree that the Company, to the extent permitted by law, will be able to deduct and offset any amounts you owe from or against any payments to be made to you, including but not limited to payments for wages, bonuses, expenses, or vacation pay and you agree to reimburse the company for any remaining balance owed after such deduction or offset. Finally, you agree to execute any agreement presented by Zimmer Biomet related to your repayment obligation.

Restrictive Covenant Agreement

This offer is contingent upon your agreement to the Corporate Executive Confidentiality, Non-Competition and Non-Solicitation Agreement, which will be sent to you through DocuSign.

Obligations to Other Employers

By accepting this offer, you are affirming you do not have any contractual obligations (such as a non-competition and/or non-solicitation agreement) with a former or current employer that prevent you from being employed by Zimmer Biomet.

Conflicts of Interest Policy and Reporting Requirements

Prior to commencing employment you must, in accordance with the Company's Conflicts of Interest Policy, disclose 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 Leadership Team or otherwise is or would be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a leased staff person assigned to work for Zimmer Biomet or with a Zimmer Biomet contractor.

You must also disclose any Close Personal Relationship[2] or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professionals[3] or other Public Officials,[4] or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner or your being subject to any restrictive covenant agreements that would inhibit or prevent you from working for Zimmer Biomet) 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.

Please note that Zimmer Biomet reserves the right to revise, supplement, or rescind from time to time and as it deems appropriate any policies or plans referenced in this letter or applicable to your employment. By signing below, you agree that this offer letter constitutes the entire understanding and agreement between the company and you with respect to this offer and supersedes all prior and simultaneous verbal or written agreements, understandings or communications regarding this offer.

Vafa, congratulations on being offered the position of Chief Executive Officer—NewCo. We are very excited to have you join us and are looking forward to your acceptance. Please sign your acceptance of this offer below and return by Wednesday, February 3, 2021. By signing this letter below and accepting our conditional offer of employment, you are representing that you desire to become employed by the Company under the terms described in this letter.

We believe that you will make a valuable contribution and will find your career with Zimmer Biomet challenging and rewarding. Should you have any questions, please call Lori Winkler at 574-306-8253.

Sincerely,

Bryan Hanson
President & Chief Executive Officer
Zimmer Biomet

I hereby accept this offer of employment as outlined above:

/s/ Vafa Jamali — February 1, 2021

Signature — Date

2 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.

3 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

4 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.

Vafa Jamali

Printed Name

cc: HR

August 13, 2021

Richard J. Heppenstall

Dear Richard,

We are pleased to offer you the position of Chief Financial Officer for NewCo ("NewCo"), a corporation to be formed as a wholly owned subsidiary of Zimmer Biomet (the "Company") in anticipation of the spin-off of certain Company's businesses, reporting to me. In this position, you will be paid a gross annual base salary of $450,000 in bi-weekly installments and your salary grade will be Z05. Your position is exempt, as such, your annual salary is intended to compensate you for all hours worked and you will not be eligible to receive overtime pay. Your start date will be September 13, 2021.

Please remember that this offer is conditioned upon your successful completion of a pre-employment background check and drug screening and on other terms and conditions described in this offer letter. Additionally, you will be required to demonstrate proof of your legal authorization to work in the United States. You agree to produce documents consistent with the "List of Acceptable Documents" on the I -9 form (Employment Eligibility Verification). If you do not provide the required documentation within the first three days of employment, your employment will be subject to termination.

Neither this letter nor any other written or oral statement by the Company or NewCo, including any policy manual or handbook, creates a contract of employment, express or implied, or a guarantee of employment for any specific time period. At all times, your employment will be at will, meaning either you or Zimmer Biomet (or NewCo following the spin transaction) may terminate your employment for any reason and at any time, with or without notice.

Annual Merit Adjustment

Beginning in 2022, you will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with your job performance until such time that NewCo is established as a separate legal entity; at that time, you will be eligible for NewCo's annual merit review process.

Performance Incentive Plan

You will be eligible to earn an annual bonus under the Zimmer Biomet Holdings, Inc. Non-Executive Performance Incentive Plan ("Plan"), subject to the terms of that Plan, which may be changed by the Company in its sole discretion. Your current target bonus in this position is 70% of your eligible earnings for the 2021 bonus year. 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 Plan are paid by March 15th of the year following the performance year. You generally must remain employed by Zimmer Biomet at the time of bonus payout to earn the bonus; however, once NewCo is established, you will be eligible to earn an annual bonus under the new entity's Performance Incentive Plan.

Long-Term Incentive Plan

Based on your performance, you may be eligible to receive annual Zimmer Biomet stock option grants or other equity awards beginning in 2022 at the discretion of the Compensation and Management Development Committee ("Committee") of the Board of Directors of the Company (the "Board"). These grants provide opportunities for long-term compensation and ownership of the Company and are subject to

the terms of the applicable grant award agreements and stock incentive plan. For 2022, your estimated LTI grant date fair value in this role will be approximately $1,000,000. We anticipate the grant date of the 2022 award will be in or around February/March 2022, subject to the Committee's approval. Once NewCo is established, you may be eligible to receive stock option grants or other equity awards in respect of NewCo stock after NewCo is spun off.

Long-Term Incentive Loss

In addition to the estimated 2022 LTI awards described above, subject to the requisite approval, as soon as administratively feasible following your commencement of employment, Zimmer Biomet is expected to award you a one-time LTI grant with a grant date fair value of approximately $1,000,000 under the terms of the Company's equity plan, in recognition that you may incur an equity loss due to changing employment. This grant is expected to consist of one-half (1/2) stock options (based upon a Black-Scholes valuation) and one-half (1/2) time-vested restricted stock units (RSUs) (based on the grant date fair value of such awards). The grant date is expected to be the first business day of the month following the later of award approval or your commencement of employment. The stock options will be granted at the fair market value of the Company's common stock on the grant date and will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, assuming your continued employment with Zimmer Biomet, and will have a maximum term of 10 years. The RSUs will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, again assuming your continued employment with Zimmer Biomet.

Bonus Loss

Zimmer Biomet will advance to you $200,000 to cover your estimated bonus loss from changing employment. This amount will be advanced within sixty (60) days after commencing employment, net of applicable tax withholdings. You agree that if prior to the twenty four (24) month anniversary of your start date you voluntarily leave your employment or your employment with Zimmer Biomet is terminated for cause,[1] you will repay the full gross amount of the advance (to the extent it has been provided to you) within thirty (30) days following termination. As a condition of receiving the advance, you also agree to execute any bonus loss advance repayment agreement presented by Zimmer Biomet.

NewCo Change In Control ("CIC") Severance Agreement and Executive Severance Plan

It is expected that you will be a covered participant in NewCo's CIC Severance Agreement and Executive Severance Plan once established at the separation of Zimmer Biomet and NewCo. Generally, the expected payment under the CIC Severance Agreement for a qualifying termination by NewCo without cause or by you for good reason following a CIC of NewCo is expected to be two times your annual base salary and bonus target. Additionally, your expected payment under the Executive Severance Plan, for qualifying terminations prior to a CIC, is expected to be the sum of your final base salary and final target bonus. There would be no duplication of benefits provided under the CIC Severance Agreement and the Executive Severance Plan or otherwise.

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1 For this purpose, cause means (i) indictment by federal or state authorities in respect of any crime that involves—in the good faith judgment of the Company—theft, dishonesty or breach of trust; (ii) conviction of any felony; (iii) commission of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony; (iv) deliberate and repeated refusal to perform the customary employment duties reasonably related to your position with the Company (other than as a result of vacation, sickness, illness, or injury); (v) in the good faith judgment of the Company, fraud or embezzlement of Company property or assets; (vi) misconduct, moral turpitude, negligence, or malfeasance (intentional or reckless wrongdoing with or without malicious or tortious intent) that may, in the good faith judgment of the Company, have a material adverse effect on the Company; or (vii) a breach or violation of any agreement with the Company.

Enhanced Severance

In your role, you will be eligible for Enhanced Severance in the event the spin transaction is cancelled and your position is eliminated by the Company. Enhanced Severance generally provides for a payment of 1x base salary and 1x target bonus plus a pro-rata portion of current year bonus. Payment would be made in lump-sum form, less applicable tax withholdings, subject to your entering into a general release in the form provided by the Company. If you are eligible for Enhanced Severance, there will be no duplication of benefits provided under this Enhanced Severance provision with the benefits provided under any other Company Severance plan or agreement. Your continued eligibility for participation in Enhanced Severance and the details of such participation will be in accordance with the terms of the plan for Enhanced Severance administered by the Company, as amended from time to time, taking into account any change in your job Z-grade, role and responsibilities in the Company.

Benefits

You are eligible for Zimmer Biomet's competitive benefits offerings which currently include health, dental, vision, disability, 401(k), and other benefits, all subject to the terms of the applicable plans. Details on Zimmer Biomet's benefit plans can be found on the "Welcome to Zimmer Biomet" website. You understand that if you wish to enroll in Zimmer Biomet's medical plan (and certain other benefit plans), generally you must enroll within 31 days of your start date or during the annual open enrollment period.

The terms and conditions of each benefit plan are governed by the plan documents or insurance policies (as amended from time to time in Zimmer Biomet's discretion). The terms of the plan documents will control. Zimmer Biomet reserves the right to change or discontinue these benefits at any time in its discretion.

Time Off

You are eligible for 25 days of paid time off ("PTO") per calendar year. See the PTO policy for additional details. You will also be eligible for holidays and any other leave or time off provided pursuant to Company policy or applicable law.

Mileage Reimbursement

In accordance with Zimmer Biomet policies, you will be reimbursed for business mileage at the rate determined by the IRS from time to time or at any alternative rate required by law. Also and unless otherwise required by law, Zimmer Biomet will not reimburse you for gas, maintenance or repairs separately from this mileage reimbursement and this mileage reimbursement will not be eligible for any benefits and/or compensation plan purposes. This mileage reimbursement is tied to your position, so if you change positions within the Company you may become ineligible for the mileage reimbursement.

Repayment Obligation/Company's Right to Offset

If you leave the Company, you agree that you will be required to repay any amounts you may owe the Company as of your last day of employment. You also agree that the Company, to the extent permitted by law, will be able to deduct and offset any amounts you owe from or against any payments to be made to you, including but not limited to payments for wages, bonuses, expenses, or vacation pay and you agree to reimburse the Company for any remaining balance owed after such deduction or offset. Finally, you agree to execute any agreement presented by Zimmer Biomet related to your repayment obligation.

Restrictive Covenant Agreement

This offer is contingent upon your agreement to the *Non-Disclosure and Intellectual Property Agreement or Restrictive Covenant, Non-Disclosure and Intellectual Property Agreement,* which will be sent to you through DocuSign

Obligations to Other Employers

By accepting this offer, you are affirming you do not have any contractual obligations (such as a non-competition and/or non-solicitation agreement) with a former or current employer that prevent you from being employed by Zimmer Biomet.

Conflicts of Interest Policy and Reporting Requirements

Prior to commencing employment you must, in accordance with the Company's Conflicts of Interest Policy, disclose 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 Leadership Team or otherwise is or would be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a leased staff person assigned to work for Zimmer Biomet or with a Zimmer Biomet contractor.

You must also disclose any Close Personal Relationship[2] or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professionals[3] or other Public Officials,[4] or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner or your being subject to any restrictive covenant agreements that would inhibit or prevent you from working for Zimmer Biomet) 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.

Please note that Zimmer Biomet reserves the right to revise, supplement, or rescind from time to time and as it deems appropriate any policies or plans referenced in this letter or applicable to your employment. By signing below, you agree that this offer letter constitutes the entire understanding and agreement between the company and you with respect to this offer and supersedes all prior and simultaneous verbal or written agreements, understandings or communications regarding this offer.

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2 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.

3 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

4 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.

Richard, congratulations on being offered the position of Chief Financial Officer, NewCo. We are very excited to have you join us and are looking forward to your acceptance. Please sign your acceptance of this offer below and return a copy to me by August 18, 2021. By signing this letter below and accepting our conditional offer of employment, you are representing that you desire to become employed by the Company under the terms described in this letter.

We believe that you will make a valuable contribution and will find your career with Zimmer Biomet challenging and rewarding. Should you have any questions, please call Lori Winkler at 574-306-8253.

Sincerely,

Vafa Jamali
Chief Executive Officer, NewCo
Zimmer Biomet

I hereby accept this offer of employment as outlined above:

/s/ Richard J. Heppenstall
Signature

Richard J. Heppenstall
Printed Name

August 13, 2021
Date

cc: HR

Exhibit 10.11

April 12, 2021

Rebecca Whitney
[Address redacted]

Dear Rebecca,

We are pleased to offer you the position of SVP, President—Spine for NewCo ("NewCo"), a corporation to be formed as a wholly owned subsidiary of Zimmer Biomet (the "Company") in anticipation of the spin-off of certain Company's businesses, reporting to me. In this position, you will be paid a gross annual base salary of $400,000 in bi-weekly installments and your salary grade will be Z05. Your position is exempt, as such, your annual salary is intended to compensate you for all hours worked and you will not be eligible to receive overtime pay. Your start date will be April 19, 2021.

Neither this letter nor any other written or oral statement by the Company or NewCo, including any policy manual or handbook, creates a contract of employment, express or implied, or a guarantee of employment for any specific time period. At all times, your employment will be at will, meaning either you or Zimmer Biomet (or NewCo following the spin transaction) may terminate your employment for any reason and at any time, with or without notice.

Annual Merit Adjustment

Beginning in 2022, you will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with your job performance until such time that NewCo is established as a separate legal entity; at that time, you will be eligible for NewCo's annual merit review process.

Performance Incentive Plan

You will be eligible to earn an annual bonus under the Zimmer Biomet Holdings, Inc. Non-Executive Performance Incentive Plan ("Plan"), subject to the terms of that Plan, which may be changed by the Company in its sole discretion. Your current target bonus in this position is 50% of your eligible earnings for the 2021 bonus year. 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 Plan are paid by March 15th of the year following the performance year. You generally must remain employed by Zimmer Biomet at the time of bonus payout to earn the bonus; however, once NewCo is established, you will be eligible to earn an annual bonus under the new entity's Performance Incentive Plan.

Long-Term Incentive Plan

Based on your performance, you may be eligible to receive annual Zimmer Biomet stock option grants or other equity awards beginning in 2022 at the discretion of the Compensation and Management Development Committee ("Committee") of the Board of Directors of the Company (the "Board"). These grants provide opportunities for longterm compensation and ownership of the Company and are subject to the terms of the applicable grant award agreements and stock incentive plan. For 2022, your estimated LTI grant date fair value in this role will be approximately $600,000. We anticipate the grant date of the 2022 award will be in or around February/March 2022, subject to the Committee's approval. Once NewCo is established, you may be eligible to receive stock option grants or other equity awards in respect of NewCo stock after NewCo is spun off.

NewCo Change In Control ("CIC") Severance Agreement and Executive Severance Plan

It is expected that you will be a covered participant in NewCo's CIC Severance Agreement and Executive Severance Plan once established at the separation of Zimmer Biomet and NewCo. Generally, the expected payment under the CIC Severance Agreement for a qualifying termination by NewCo without cause or by you for good reason following a CIC of NewCo is expected to be two times your annual base salary and bonus target. Additionally, your expected payment under the Executive Severance Plan, for qualifying terminations prior to a CIC, is expected to be the sum of your final base salary and final target bonus. There would be no duplication of benefits provided under the CIC Severance Agreement and the Executive Severance Plan or otherwise.

Mileage Reimbursement

In accordance with Zimmer Biomet policies, you will be reimbursed for business mileage at the rate determined by the IRS from time to time or at any alternative rate required by law. Also and unless otherwise required by law, Zimmer Biomet will not reimburse you for gas, maintenance or repairs separately from this mileage reimbursement and this mileage reimbursement will not be eligible for any benefits and/or compensation plan purposes. This mileage reimbursement is tied to your position, so if you change positions within the Company you may become ineligible for the mileage reimbursement.

Repayment Obligation/Company's Right to Offset

If you leave the Company, you agree that you will be required to repay any amounts you may owe the Company as of your last day of employment. You also agree that the Company, to the extent permitted by law, will be able to deduct and offset any amounts you owe from or against any payments to be made to you, including but not limited to payments for wages, bonuses, expenses, or vacation pay and you agree to reimburse the Company for any remaining balance owed after such deduction or offset. Finally, you agree to execute any agreement presented by Zimmer Biomet related to your repayment obligation.

Restrictive Covenant Agreement

This offer is contingent upon your agreement to the *Non-Disclosure and Intellectual Property Agreement or Restrictive Covenant, Non-Disclosure and Intellectual Property Agreement,* which will be sent to you through DocuSign

Conflicts of Interest Policy and Reporting Requirements

Please remember that in accordance with the Company's Conflicts of Interest Policy, you are required disclose 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 Leadership Team or otherwise is or would be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a leased staff person assigned to work for Zimmer Biomet or with a Zimmer Biomet contractor.

You must also disclose any Close Personal Relationship[1] or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professionals[2] or other Public Officials,[3] or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner or your being subject to any restrictive covenant agreements that would inhibit or prevent you from working for Zimmer Biomet) 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.

Please note that Zimmer Biomet reserves the right to revise, supplement, or rescind from time to time and as it deems appropriate any policies or plans referenced in this letter or applicable to your employment. By signing below, you agree that this offer letter constitutes the entire understanding and agreement between the company and you with respect to this offer and supersedes all prior and simultaneous verbal or written agreements, understandings or communications regarding this offer.

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1 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.

2 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

3 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.

Rebecca, congratulations on being offered the position of SVP, President—Spine, NewCo. We are very excited to have you join us and are looking forward to your acceptance. Please sign your acceptance of this offer below and return a copy to me by April 16, 2021. By signing this letter below and accepting our conditional offer of employment, you are representing that you desire to become employed by the Company under the terms described in this letter.

We believe that you will make a valuable contribution and will find your career with Zimmer Biomet challenging and rewarding. Should you have any questions, please call Lori Winkler at 574-306-8253.

Sincerely,

Vafa Jamali
Chief Executive Officer, NewCo
Zimmer Biomet

I hereby accept this offer of employment as outlined above:

/s/ Rebecca Whitney	April 13, 2021
Signature	Date

Rebecca Whitney
Printed Name

Cc: HR

Exhibit 10.12

May 19, 2021

Indraneel Kanaglekar
[Address redacted]

Dear Indraneel,

We are pleased to offer you the position of SVP, President—Dental for NewCo ("NewCo"), a corporation to be formed as a wholly owned subsidiary of Zimmer Biomet (the "Company") in anticipation of the spin-off of certain Company's businesses, reporting to me. In this position, you will be paid a gross annual base salary of $350,000 in bi-weekly installments and your salary grade will be Z05. Your position is exempt, as such, your annual salary is intended to compensate you for all hours worked and you will not be eligible to receive overtime pay. Your start date is June 1, 2021.

Neither this letter nor any other written or oral statement by the Company or NewCo, including any policy manual or handbook, creates a contract of employment, express or implied, or a guarantee of employment for any specific time period. At all times, your employment will be at will, meaning either you or Zimmer Biomet (or NewCo following the spin transaction) may terminate your employment for any reason and at any time, with or without notice.

Annual Merit Adjustment

Beginning in 2022, you will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with your job performance until such time that NewCo is established as a separate legal entity; at that time, you will be eligible for NewCo's annual merit review process.

Performance Incentive Plan

You will be eligible to earn an annual bonus under the Zimmer Biomet Holdings, Inc. Non-Executive Performance Incentive Plan ("Plan"), subject to the terms of that Plan, which may be changed by the Company in its sole discretion. Your current target bonus in this position is 50% of your eligible earnings for the 2021 bonus year. 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 Plan are paid by March 15th of the year following the performance year. You generally must remain employed by Zimmer Biomet at the time of bonus payout to earn the bonus; however, once NewCo is established, you wiII be eligible to earn an annual bonus under the new entity's Performance Incentive Plan.

Long-Term Incentive Plan

Based on your performance, you may be eligible to receive annual Zimmer Biomet stock option grants or other equity awards beginning in 2022 at the discretion of the Compensation and Management Development Committee ("Committee") of the Board of Directors of the Company (the "Board"). These grants provide opportunities for long-term compensation and ownership of the Company and are subject to the terms of the applicable grant award agreements and stock incentive plan. For 2022, your estimated LTI grant date fair value in this role will be approximately $600,000. We anticipate the grant date of the 2022 award will be in or around February/March 2022, subject to the Committee's approval. Once NewCo is established, you may be eligible to receive stock option grants or other equity awards in respect of NewCo stock after NewCo is spun off

Long-Term Incentive Sign-on

In addition to the estimated 2022 LTI award described above, subject to the requisite approval, as soon as administratively feasible, Zimmer Biomet is expected to award you a one-time LTI grant with a grant date fair value of approximately $150,000 under the terms of the Company's equity plan. This grant is expected to consist of one-half (1/2) stock options (based upon a Black-Scholes valuation) and one-half (1/2) time-vested restricted stock units (RSUs) (based on the grant date fair value of such awards). The grant date is expected to be the first business day of the month following your promotion. The stock options will be granted at the fair market value of the Company's common stock on the grant date and will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, assuming your continued employment with Zimmer Biomet, and will have a maximum term of 10 years. The RSUs will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, again assuming your continued employment with Zimmer Biomet.

NewCo Change In Control ("CIC") Severance Agreement and Executive Severance Plan

It is expected that you will be a covered participant in NewCo's CIC Severance Agreement and Executive Severance Plan once established at the separation of Zimmer Biomet and NewCo. Generally, the expected payment under the CIC Severance Agreement for a qualifying termination by NewCo without cause or by you for good reason following a CIC of NewCo is expected to be two times your annual base salary and bonus target. Additionally, your expected payment under the Executive Severance Plan, for qualifying terminations prior to a CIC, is expected to be the sum of your final base salary and final target bonus. There would be no duplication of benefits provided under the CIC Severance Agreement and the Executive Severance Plan or otherwise.

Mileage Reimbursement

In accordance with Zimmer Biomet policies, you will be reimbursed for business mileage at the rate determined by the IRS from time to time or at any alternative rate required by law. Also and unless otherwise required by law, Zimmer Biomet will not reimburse you for gas, maintenance or repairs separately from this mileage reimbursement and this mileage reimbursement will not be eligible for any benefits and/or compensation plan purposes. This mileage reimbursement is tied to your position, so if you change positions within the Company you may become ineligible for the mileage reimbursement.

Repayment Obliqation/Company's Right to Offset

If you leave the Company, you agree that you will be required to repay any amounts you may owe the Company as of your last day of employment. You also agree that the Company, to the extent permitted by law, will be able to deduct and offset any amounts you owe from or against any payments to be made to you, including but not limited to payments for wages, bonuses, expenses, or vacation pay and you agree to reimburse the Company for any remaining balance owed after such deduction or offset. Finally, you agree to execute any agreement presented by Zimmer Biomet related to your repayment obligation.

Restrictive Covenant Agreement

This offer is contingent upon your agreement to the *Non-Disclosure and Intellectual Property Agreement or Restrictive Covenant, Non-Disclosure and Intellectual Property Agreement,* which will be sent to you through DocuSign

Conflicts of Interest Policy and Reporting Requirements

Please remember that in accordance with the Company's Conflicts of Interest Policy, you are requ red disclose 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 Leadership Team or otherwise is or would be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a leased staff person assigned to work for Zimmer Biomet or with a Zimmer Biomet contractor.

You must also disclose any Close Personal Relationship[1] or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professionals[2] or other Public Officials,[3] or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner or your being subject to any restrictive covenant agreements that would inhibit or prevent you from working for Zimmer Biomet) 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.

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1 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.

2 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

3 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.

Please note that Zimmer Biomet reserves the right to revise, supplement, or rescind from time to time and as it deems appropriate any policies or plans referenced in this letter or applicable to your employment. By signing below, you agree that this offer letter constitutes the entire understanding and agreement between the company and you with respect to this offer and supersedes all prior and simultaneous verbal or written agreements, understandings or communications regarding this offer.

Indraneel, congratulations on being offered the position of SVP, President—Dental, NewCo. We are very excited to have you join us and are looking forward to your acceptance Please sign your acceptance of this offer below and return a copy to me by May 26, 2021. By signing this letter below and accepting our conditional offer of employment, you are representing that you desire to become employed by the Company under the terms described in this letter.

We believe that you will make a valuable contribution and will find your career with Zimmer Biomet challenging and rewarding. Should you have any questions, please call Lori Winkler at 574-306-8253.

Sincerely,

Vafa Jamali
Chief Executive Officer, NewCo
Zimmer Biomet

I hereby accept this offer of employment as outlined above

/s/ Indraneel Kanaglekar — May 19, 2021

Signature — Date

Indraneel Kanaglekar

Printed Name

cc: HR

Exhibit 10.13

June 15, 2021

Heather Kidwell
[Address redacted]

Dear Heather,

We are pleased to offer you the position of General Counsel, NewCo ("NewCo"), a corporation to be formed as a wholly owned subsidiary of Zimmer Biomet (the "Company") in anticipation of the spin-off of certain Company's businesses, reporting to me. In this position, you will be paid a gross annual base salary of $340,000 in bi-weekly installments and your salary grade will be Z06. Your position is exempt, as such, your annual salary is intended to compensate you for all hours worked and you will not be eligible to receive overtime pay. Your start date is June 28, 2021.

Neither this letter nor any other written or oral statement by the Company or NewCo, including any policy manual or handbook, creates a contract of employment, express or implied, or a guarantee of employment for any specific time period. At all times, your employment will be at will, meaning either you or Zimmer Biomet (or NewCo following the spin transaction) may terminate your employment for any reason and at any time, with or without notice.

Annual Merit Adjustment

Beginning in 2022, you will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with your job performance until such time that NewCo is established as a separate legal entity; at that time, you will be eligible for NewCo's annual merit review process.

Performance Incentive Plan

You will be eligible to earn an annual bonus under the Zimmer Biomet Holdings, Inc. Non-Executive Performance Incentive Plan ("Plan"), subject to the terms of that Plan, which may be changed by the Company in its sole discretion. Your current target bonus in this position is 40% of your eligible earnings for the 2021 bonus year. 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 Plan are paid by March 15th of the year following the performance year. You generally must remain employed by Zimmer Biomet at the time of bonus payout to earn the bonus; however, once NewCo is established, you will be eligible to earn an annual bonus under the new entity's Performance Incentive Plan.

Long-Term Incentive Plan

Based on your performance, you may be eligible to receive annual Zimmer Biomet stock option grants or other equity awards beginning in 2022 at the discretion of the Compensation and Management Development Committee ("Committee") of the Board of Directors of the Company (the "Board"). These grants provide opportunities for longterm compensation and ownership of the Company and are subject to the terms of the applicable grant award agreements and stock incentive plan. For 2022, your estimated LTI grant date fair value in this role will be approximately $400,000. We anticipate the grant date of the 2022 award will be in or around February/March 2022, subject to the Committee's approval. Once NewCo is established, you may be eligible to receive stock option grants or other equity awards in respect of NewCo stock after NewCo is spun off.

NewCo Change In Control ("CIC") Severance Agreement and Executive Severance Plan

It is expected that you will be a covered participant in NewCo's CIC Severance Agreement and Executive Severance Plan once established at the separation of Zimmer Biomet and NewCo. Generally, the expected payment under the CIC Severance Agreement for a qualifying termination by NewCo without cause or by you for good reason following a CIC of NewCo is expected to be two times your annual base salary and bonus target. Additionally, your expected payment under the Executive Severance Plan, for qualifying terminations prior to a CIC, is expected to be the sum of your final base salary and final target bonus. There would be no duplication of benefits provided under the CIC Severance Agreement and the Executive Severance Plan or otherwise.

Relocation Assistance

Zimmer Biomet (or NewCo following the spin transaction) will assist you with your relocation to the Boulder, Colorado area by paying for reasonable moving expenses incurred within 18 months from the start of your position, in accordance with our Relocation Policy for similarly-situated executives.

Mileage Reimbursement

In accordance with Zimmer Biomet policies, you will be reimbursed for business mileage at the rate determined by the IRS from time to time or at any alternative rate required by law. Also and unless otherwise required by law, Zimmer Biomet will not reimburse you for gas, maintenance or repairs separately from this mileage reimbursement and this mileage reimbursement will not be eligible for any benefits and/or compensation plan purposes. This mileage reimbursement is tied to your position, so if you change positions within the Company you may become ineligible for the mileage reimbursement.

Repayment Obligation/Company's Right to Offset

If you leave the Company, you agree that you will be required to repay any amounts you may owe the Company as of your last day of employment. You also agree that the Company, to the extent permitted by law, will be able to deduct and offset any amounts you owe from or against any payments to be made to you, including but not limited to payments for wages, bonuses, expenses, or vacation pay and you agree to reimburse the Company for any remaining balance owed after such deduction or offset. Finally, you agree to execute any agreement presented by Zimmer Biomet related to your repayment obligation.

Restrictive Covenant Agreement

This offer is contingent upon your agreement to the *Non-Disclosure and Intellectual Property Agreement or Restrictive Covenant, Non-Disclosure and Intellectual Property Agreement,* which will be sent to you through DocuSign

Conflicts of Interest Policy and Reporting Requirements

Please remember that in accordance with the Company's Conflicts of Interest Policy, you are required disclose 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 Leadership Team or otherwise is or would be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a leased staff person assigned to work for Zimmer Biomet or with a Zimmer Biomet contractor.

You must also disclose any Close Personal Relationship[1] or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professionals[2] or other Public Officials,[3] or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner or your being subject to any restrictive covenant agreements that would inhibit or prevent you from working for Zimmer Biomet) 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.

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1 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.

2 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

3 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.

Please note that Zimmer Biomet reserves the right to revise, supplement, or rescind from time to time and as it deems appropriate any policies or plans referenced in this letter or applicable to your employment. By signing below, you agree that this offer letter constitutes the entire understanding and agreement between the company and you with respect to this offer and supersedes all prior and simultaneous verbal or written agreements, understandings or communications regarding this offer.

Heather, congratulations on being offered the position of General Counsel, NewCo. We are very excited to have you join us and are looking forward to your acceptance. Please sign your acceptance of this offer below and return a copy to me by June 16, 2021. By signing this letter below and accepting our conditional offer of employment, you are representing that you desire to become employed by the Company under the terms described in this letter.

We believe that you will make a valuable contribution and will find your career with Zimmer Biomet challenging and rewarding. Should you have any questions, please call Lori Winkler at 574-306-8253.

Sincerely,

Vafa Jamali
Chief Executive Officer, NewCo
Zimmer Biomet

I hereby accept this offer of employment as outlined above:

/s/ Heather Kidwell	June 15, 2021
Signature	Date

Heather Kidwell

Printed Name

Cc: HR

July 29, 2021

David Harmon

Dear David,

We are pleased to offer you the position of Chief Human Resources Officer for NewCo ("NewCo"), a corporation to be formed as a wholly owned subsidiary of Zimmer Biomet (the "Company") in anticipation of the spin-off of certain Company's businesses, reporting to me. In this position, you will be paid a gross annual base salary of $400,000 in bi-weekly installments and your salary grade will be Z06. Your position is exempt, as such, your annual salary is intended to compensate you for all hours worked and you will not be eligible to receive overtime pay. Your start date will be September 7, 2021.

Please remember that this offer is conditioned upon your successful completion of a pre-employment background check and drug screening and on other terms and conditions described in this offer letter. Additionally, you will be required to demonstrate proof of your legal authorization to work in the United States. You agree to produce documents consistent with the "List of Acceptable Documents" on the I-9 form (Employment Eligibility Verification). If you do not provide the required documentation within the first three days of employment, your employment will be subject to termination.

Neither this letter nor any other written or oral statement by the Company or NewCo, including any policy manual or handbook, creates a contract of employment, express or implied, or a guarantee of employment for any specific time period. At all times, your employment will be at will, meaning either you or Zimmer Biomet (or NewCo following the spin transaction) may terminate your employment for any reason and at any time, with or without notice.

Annual Merit Adjustment

Beginning in 2022, you will be eligible for Zimmer Biomet's annual merit review process which involves possible base pay adjustments consistent with your job performance until such time that NewCo is established as a separate legal entity; at that time, you will be eligible for NewCo's annual merit review process.

Performance Incentive Plan

You will be eligible to earn an annual bonus under the Zimmer Biomet Holdings, Inc. Non-Executive Performance Incentive Plan ("Plan"), subject to the terms of that Plan, which may be changed by the Company in its sole discretion. Your current target bonus in this position is 50% of your eligible earnings for the 2021 bonus year. 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 Plan are paid by March 15th of the year following the performance year. You generally must remain employed by Zimmer Biomet at the time of bonus payout to earn the bonus; however, once NewCo is established, you will be eligible to earn an annual bonus under the new entity's Performance Incentive Plan.

Long-Term Incentive Plan

Based on your performance, you may be eligible to receive annual Zimmer Biomet stock option grants or other equity awards beginning in 2022 at the discretion of the Compensation and Management Development Committee ("Committee") of the Board of Directors of the Company (the "Board"). These

grants provide opportunities for long-term compensation and ownership of the Company and are subject to the terms of the applicable grant award agreements and stock incentive plan. For 2022, your estimated LTI grant date fair value in this role will be approximately $500,000. We anticipate the grant date of the 2022 award will be in or around February/March 2022, subject to the Committee's approval. Once NewCo is established, you may be eligible to receive stock option grants or other equity awards in respect of NewCo stock after NewCo is spun off.

Long-Term Incentive Sign-on

In addition to the estimated 2022 LTI award described above, subject to the requisite approval, as soon as administratively feasible, Zimmer Biomet is expected to award you a one-time LTI grant with a grant date fair value of approximately $100,000 under the terms of the Company's equity plan. This grant is expected to consist of one-half (1/2) stock options (based upon a Black-Scholes valuation) and one-half (1/2) time-vested restricted stock units (RSUs) (based on the grant date fair value of such awards). The grant date is expected to be the first business day of the month following your hire. The stock options will be granted at the fair market value of the Company's common stock on the grant date and will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, assuming your continued employment with Zimmer Biomet, and will have a maximum term of 10 years. The RSUs will vest at the rate of 25% per year over four years beginning on the first anniversary of the grant date, again assuming your continued employment with Zimmer Biomet.

NewCo Change In Control ("CIC") Severance Agreement and Executive Severance Plan

It is expected that you will be a covered participant in NewCo's CIC Severance Agreement and Executive Severance Plan once established at the separation of Zimmer Biomet and NewCo. Generally, the expected payment under the CIC Severance Agreement for a qualifying termination by NewCo without cause or by you for good reason following a CIC of NewCo is expected to be two times your annual base salary and bonus target. Additionally, your expected payment under the Executive Severance Plan, for qualifying terminations prior to a CIC, is expected to be the sum of your final base salary and final target bonus. There would be no duplication of benefits provided under the CIC Severance Agreement and the Executive Severance Plan or otherwise.

Benefits

You are eligible for Zimmer Biomet's competitive benefits offerings which currently include health, dental, vision, disability, 401(k), and other benefits, all subject to the terms of the applicable plans. Details on Zimmer Biomet's benefit plans can be found on the "Welcome to Zimmer Biomet" website. You understand that if you wish to enroll in Zimmer Biomet's medical plan (and certain other benefit plans), generally you must enroll within 31 days of your start date or during the annual open enrollment period.

The terms and conditions of each benefit plan are governed by the plan documents or insurance policies (as amended from time to time in Zimmer Biomet's discretion). The terms of the plan documents will control. Zimmer Biomet reserves the right to change or discontinue these benefits at any time in its discretion.

Time Off

You are eligible for 25 days of paid time off ("PTO") per calendar year. See the PTO policy for additional details. You will also be eligible for holidays and any other leave or time off provided pursuant to Company policy or applicable law.

Mileage Reimbursement

In accordance with Zimmer Biomet policies, you will be reimbursed for business mileage at the rate determined by the IRS from time to time or at any alternative rate required by law. Also and unless otherwise required by law, Zimmer Biomet will not reimburse you for gas, maintenance or repairs separately from this mileage reimbursement and this mileage reimbursement will not be eligible for any benefits and/or compensation plan purposes. This mileage reimbursement is tied to your position, so if you change positions within the Company you may become ineligible for the mileage reimbursement.

Repayment Obligation/Company's Right to Offset

If you leave the Company, you agree that you will be required to repay any amounts you may owe the Company as of your last day of employment. You also agree that the Company, to the extent permitted by law, will be able to deduct and offset any amounts you owe from or against any payments to be made to you, including but not limited to payments for wages, bonuses, expenses, or vacation pay and you agree to reimburse the Company for any remaining balance owed after such deduction or offset. Finally, you agree to execute any agreement presented by Zimmer Biomet related to your repayment obligation.

Restrictive Covenant Agreement

This offer is contingent upon your agreement to the *Non-Disclosure and Intellectual Property Agreement or Restrictive Covenant, Non-Disclosure and Intellectual Property Agreement*, which will be sent to you through DocuSign.

Obligations to Other Employers

By accepting this offer, you are affirming you do not have any contractual obligations (such as a non-competition and/or non-solicitation agreement) with a former or current employer that prevent you from being employed by Zimmer Biomet.

Conflicts of Interest Policy and Reporting Requirements

Prior to commencing employment you must, in accordance with the Company's Conflicts of Interest Policy, disclose 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 Leadership Team or otherwise is or would be in a Senior Vice President or higher role. You must also disclose to Human Resources any such Close Personal Relationship with a leased staff person assigned to work for Zimmer Biomet or with a Zimmer Biomet contractor.

You must also disclose any Close Personal Relationship[1] or other potential conflict (e.g., a non-Zimmer Biomet business relationship) that you have with any Healthcare Professionals[2] or other Public Officials,[3]

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1 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.

2 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

3 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.

or any other potential conflicts (e.g., ownership or investment in a Zimmer Biomet supplier or business partner or your being subject to any restrictive covenant agreements that would inhibit or prevent you from working for Zimmer Biomet) 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.

Please note that Zimmer Biomet reserves the right to revise, supplement, or rescind from time to time and as it deems appropriate any policies or plans referenced in this letter or applicable to your employment. By signing below, you agree that this offer letter constitutes the entire understanding and agreement between the company and you with respect to this offer and supersedes all prior and simultaneous verbal or written agreements, understandings or communications regarding this offer.

David, congratulations on being offered the position of Chief Human Resources Officer, NewCo. We are very excited to have you join us and are looking forward to your acceptance. Please sign your acceptance of this offer below and return a copy to me by August 5, 2021. By signing this letter below and accepting our conditional offer of employment, you are representing that you desire to become employed by the Company under the terms described in this letter.

We believe that you will make a valuable contribution and will find your career with Zimmer Biomet challenging and rewarding. Should you have any questions, please call Lori Winkler at 574-306-8253.

Sincerely,

Vafa Jamali
Chief Executive Officer, NewCo
Zimmer Biomet

I hereby accept this offer of employment as outlined above:

/s/ David Harmon	August 1, 2021
Signature	Date
David Harmon	
Printed Name	

cc: HR

Exhibit 21.1

The following entities are expected to be subsidiaries of ZimVie Inc. upon completion of the distribution described in the information statement:

Name of Subsidiary	Jurisdiction of Formation
Domestic subsidiaries:	
Biomet 3i, LLC	Florida
dba Zimmer Biomet Dental	
dba ZimVie Dental	
EBI Holdings, LLC	Delaware
EBI Medical Systems, LLC	Delaware
EBI, LLC	Indiana
dba Zimmer Biomet Bone Healing Technologies	
dba Biomet Bone Healing Technologies	
dba Biomet Bracing	
dba Biomet Healing Technologies (*Forced*)	
dba Biomet Spine (*Forced*)	
dba Biomet Spine & Bone Healing Technologies	
dba Biomet Spine & Bone Healing Technologies, LLC (*Forced*)	
dba Biomet Spine & Bone Healing Technologies, Biomet Bracing and Biomet Osteobiologics, LLC (*Forced*)	
dba Biomet Trauma, Biomet Spine (*Forced*)	
dba Biomet Trauma, Biomet Spine, Biomet Bracing and Biomet Osteobiologics, LLC (*Forced*)	
dba EBI, LLC (IN) (*Forced*)	
dba EBI, LLC of Indiana (*Forced*)	
dba ZimVie	
Electro-Biology, LLC	Delaware
Implant Concierge, LLC	Texas
Zimmer Biomet Spine, Inc.	Delaware
dba Lanx	
dba Zimmer Spine	
dba ZimVie	
dba ZimVie Spine	
Zimmer Dental Inc.	Delaware
dba ZimVie Dental	
ZimVie Holdings US 1 LLC	Delaware
ZimVie Holdings US 2 LLC	Delaware
Foreign subsidiaries:	
Biomet 3i Australia Pty. Ltd.	Australia
ZimVie Austria GmbH	Austria
Biomet 3i Belgium N.V.	Belgium
Biomet 3i Benelux Holdings N.V.	Belgium
LDR Brasil Comercio, Importacao e Exportacao Ltda.	Brazil
Zimmer Biomet Dental Canada Inc.	Canada
Zimmer Dental Chile Spa	Chile
Zimmer Dental (Shanghai) Medical Device Co. Ltd.	China
IC Guided Surgery, SRL	Costa Rica
LDR Médical S.A.S.	France
Zimmer Dental SAS	France

Name of Subsidiary	Jurisdiction of Formation
Zimmer Spine SAS	France
Zfx GmbH	Germany
Zimmer Dental GmbH	Germany
ZB Dental India Private Limited	India
Zimmer Dental Ltd.	Israel
3DIEMME Srl	Italy
Zfx Innovation GmbH	Italy
Zimmer Dental Italy Srl	Italy
Zimmer Biomet Dental GK	Japan
ZimVie Korea Co Ltd.	Korea
JERDS Luxembourg Holding S.ar.l	Luxembourg
Biomet 3i Mexico S.A. de C.V.	Mexico
Biomet 3i Netherlands B.V.	Netherlands
ZimVie Netherlands Global Holding B.V.	Netherlands
ZimVie Netherlands Holding B.V.	Netherlands
Biomet 3i Portugal Lda	Portugal
EBI Patient Care, Inc.	Puerto Rico
ZimVie Singapore Pte. Ltd.	Singapore
Biomet 3i Dental Iberica SL	Spain
Biomet 3i Nordic AB	Sweden
Biomet 3i Switzerland GmbH	Switzerland
ZimVie Taiwan Co Ltd.	Taiwan
Biomet 3i Turkey	Turkey
Biomet 3i UK Ltd.	United Kingdom

Exhibit 99.1

[●], 2022

Dear Zimmer Biomet Stockholder:

We previously announced plans to separate our spine and dental businesses from our core orthopedic businesses. The separation will occur by means of a spin-off of a newly formed company named ZimVie Inc. ("ZimVie"), which will own the assets and liabilities associated with our spine and dental businesses. Zimmer Biomet Holdings, Inc. ("Zimmer Biomet"), the existing publicly traded company in which you currently own common stock, will continue to own and operate our core orthopedic businesses in knees; hips; sports medicine, extremities and trauma; and craniomaxillofacial and thoracic. The separation will create two companies with proven long-term strategies, scale and financial strength that will be leaders in their industries. The Zimmer Biomet board of directors believes that separating the spine and dental businesses from the remaining businesses of Zimmer Biomet is in the best interests of Zimmer Biomet and its stockholders for a number of reasons, including that:

- The separation will create a stronger growth profile for each company with enhanced management focus, while better aligning resources and processes more directly with the strategic priorities of each business.
- The separation will create independent companies with separate capital structures, which will align capital allocation based on the objectives of each independent company.
- The separation will reduce complexity and improve operating efficiencies, which will provide each company with greater flexibility to pursue its own strategies for growth, both organic and through acquisitions.
- The separation will provide each company with a compelling financial profile that more accurately reflects the strengths and opportunities of each business and, as a result, offers investors a more targeted investment opportunity.

The separation will provide Zimmer Biomet stockholders with equity ownership in both Zimmer Biomet and ZimVie. The separation is intended to qualify as generally tax-free to Zimmer Biomet stockholders for U.S. federal income tax purposes, except for any cash received by stockholders in lieu of fractional shares. You should consult your own tax advisor as to the particular consequences of the distribution to you, including the applicability and effect of any U.S. federal, state and local and non-U.S. tax laws.

The separation will be effected by means of a *pro rata* distribution of more than 80 percent of the outstanding shares of ZimVie common stock to holders of Zimmer Biomet common stock. Following the distribution, ZimVie will be a separate public company. Each Zimmer Biomet stockholder will receive **[●]** share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock held at the close of business on **[●]**, 2022, the record date for the distribution. No vote of Zimmer Biomet stockholders is required for the distribution. You do not need to take any action to receive the shares of ZimVie common stock to which you are entitled as a Zimmer Biomet stockholder. You will not be required to make any payments or to surrender or exchange your shares of Zimmer Biomet common stock.

ZimVie has applied to list its shares of common stock on the Nasdaq Stock Market ("Nasdaq") under the symbol "ZIMV." Following the distribution, shares of Zimmer Biomet common stock will continue to trade on the NYSE and the SIX Swiss Exchange under the symbol "ZBH."

I encourage you to read the attached information statement, which is being provided to all Zimmer Biomet stockholders who held shares on the record date for the distribution. The information statement describes the separation in detail and contains important business and financial information about ZimVie.

We believe the separation provides tremendous opportunities for our businesses as we work to continue to build long-term value. We appreciate your continuing support of Zimmer Biomet and look forward to your future support of ZimVie.

Sincerely,

Bryan Hanson
Chairman, President and Chief Executive Officer
Zimmer Biomet

[●], 2022

Dear Future ZimVie Inc. Stockholder:

It is a pleasure to welcome you as a future stockholder of our new company, ZimVie Inc. ("ZimVie," "we," "us," "our" or the "Company"). We are excited about the bright future ahead for our new independent company following the close of the spin-off transaction. We remain proud of our history and origin within Zimmer Biomet Holdings, Inc., and our leadership team is highly motivated to continue the legacy of developing technologies designed to help healthcare providers improve outcomes for patients around the world.

As a leading healthcare technology company, we develop, manufacture and market a comprehensive portfolio of products and solutions designed to treat a wide range of spine pathologies and support dental tooth replacement and restoration procedures. Our comprehensive spine portfolio includes implants, instrumentation, biologics and bone healing technologies that are utilized during open and minimally invasive surgical procedures for the cervical, thoracic and lumbar spine in hospitals and surgery centers. In the dental products market, we design, manufacture and distribute a comprehensive portfolio of dental implant solutions, biomaterials and digital dentistry solutions.

As an independent company, we will prioritize the strategic and operational plans that are of greatest value to the Company and our stockholders, establish the optimal level of investment in research and development projects and ultimately, create the most appropriate capital structure for ZimVie. We believe this will improve our ability to invest in our business to drive long-term growth, to continue to develop innovative technologies and to pursue strategic transactions that will deliver value to patients, our customers and our investors.

We have applied to list the shares of ZimVie common stock on the Nasdaq Stock Market under the symbol "ZIMV."

I personally invite you to learn more about ZimVie and our strategic initiatives by reading the attached information statement. We are eager to continue to develop healthcare technologies that will improve the outcomes of procedures for spine and dental patients. I look forward to our future as an independent company and to your support as a stockholder of ZimVie.

Sincerely,

Vafa Jamali
President and Chief Executive Officer
ZimVie Inc.

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Information contained herein is subject to completion or amendment. A Registration Statement on Form 10 relating to these securities has been filed with the U.S. Securities and Exchange Commission under the U.S. Securities Exchange Act of 1934, as amended.

PRELIMINARY AND SUBJECT TO COMPLETION, DATED JANUARY 21, 2022

INFORMATION STATEMENT

ZimVie Inc.

This information statement is being furnished in connection with the distribution by Zimmer Biomet Holdings, Inc. ("Zimmer Biomet") to its stockholders of shares of common stock of ZimVie Inc., a Delaware corporation ("ZimVie," "we," "us," "our" or the "Company"), currently a direct, wholly owned subsidiary of Zimmer Biomet, that will hold directly or indirectly the assets and liabilities associated with the spine and dental businesses. Zimmer Biomet will distribute more than 80 percent of the outstanding shares of ZimVie common stock on a *pro rata* basis to Zimmer Biomet stockholders in a transaction intended to qualify as generally tax-free to Zimmer Biomet stockholders for U.S. federal income tax purposes, except with respect to any cash received in lieu of fractional shares. Following the distribution, we will be a separate public company. Immediately after the distribution becomes effective, Zimmer Biomet will own less than 20 percent of the outstanding shares of ZimVie common stock. Prior to completing the separation, Zimmer Biomet may adjust the percentage of ZimVie common stock to be distributed to Zimmer Biomet stockholders and retained by Zimmer Biomet in response to market and other factors. The distribution is subject to certain conditions, as described in this information statement. You should consult your tax advisor as to the particular consequences of the distribution to you, including the applicability and effect of any U.S. federal, state and local and non-U.S. tax laws.

For every [●] shares of Zimmer Biomet common stock held of record by you as of the close of business on **[●]**, 2022, the record date for the distribution, you will receive **[●]** share of ZimVie common stock. You will receive cash in lieu of any fractional shares of ZimVie common stock that you would have received after application of the above ratio. As discussed under "The Separation and Distribution—Trading Between the Record Date and Distribution Date," if you sell your shares of Zimmer Biomet common stock in the "regular-way" market after the record date and before the distribution, you also will be selling your right to receive shares of ZimVie common stock in the distribution. We expect the shares of ZimVie common stock to be distributed by Zimmer Biomet to you at **[●]** Eastern Time, on **[●]**, 2022. We refer to the date of the distribution of the shares of ZimVie common stock as the "distribution date."

No vote of Zimmer Biomet stockholders is required for the distribution. Therefore, you are not being asked for a proxy, and you are requested not to send Zimmer Biomet a proxy, in connection with the distribution. You do not need to pay any consideration or exchange or surrender your existing shares of Zimmer Biomet common stock or take any other action to receive your shares of ZimVie common stock.

There is no current trading market for ZimVie common stock, although we expect that a limited market, commonly known as a "when-issued" trading market, will develop on or about the record date for the distribution, and we expect "regular-way" trading of ZimVie common stock to begin on or about the first trading day following the completion of the distribution. We have applied to list the shares of ZimVie common stock on the Nasdaq Stock Market ("Nasdaq") under the symbol "ZIMV." Zimmer Biomet common shares will continue to trade on the NYSE and the SIX Swiss Exchange under the symbol "ZBH."

In reviewing this information statement, you should carefully consider the matters described under the caption "Risk Factors" beginning on page 19.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or determined if this information statement is truthful or complete. Any representation to the contrary is a criminal offense.

This information statement does not constitute an offer to sell or the solicitation of an offer to buy any securities.

The date of this information statement is [●], 2022.

This information statement was first made available to Zimmer Biomet stockholders on or about **[●]**, 2022.

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Presentation of Information

Except as otherwise indicated or unless the context otherwise requires, the information included in this information statement about ZimVie assumes the completion of all of the transactions referred to in this information statement in connection with the separation and distribution. Unless the context otherwise requires, references in this information statement to "ZimVie," "we," "us," "our" or the "Company" refer to ZimVie Inc., a Delaware corporation, and its combined subsidiaries. References in this information statement to "Zimmer Biomet" or "Parent" refer to Zimmer Biomet Holdings, Inc., a Delaware corporation, and its consolidated subsidiaries (other than, after the distribution, ZimVie and its consolidated subsidiaries), unless the context otherwise requires. References to our historical business and operations refer to the business and operations of Zimmer Biomet's spine and dental businesses that will be transferred to ZimVie in connection with the separation and distribution. References in this information statement to the "separation" refer to the separation of the spine and dental businesses from Zimmer Biomet's other businesses and the creation, as a result of the distribution, of an independent, publicly traded company, ZimVie, to hold the assets and liabilities associated with the spine and dental businesses after the distribution. References in this information statement to the "distribution" refer to the distribution of more than 80 percent of the shares of ZimVie common stock to Zimmer Biomet stockholders as of the close of business on the record date for the distribution on a *pro rata* basis.

Market, Industry and Other Data

Unless otherwise indicated, information contained in this information statement concerning our industry and the markets in which we operate, including our general expectations and market position, market opportunity and market share, is based on information from third-party sources, our own analysis of data received from these third-party sources, our own internal data, market research that we commission and management estimates. Our

management estimates are derived from publicly available information, our knowledge of our industry and assumptions based on such information and knowledge, which we believe to be reasonable. Assumptions and estimates of our and our industry's future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors." These and other factors could cause future performance to differ materially from our assumptions and estimates. For additional information, see the section entitled "Cautionary Statement Concerning Forward-Looking Statements."

Trademarks and Trade Names

The name and mark, ZimVie Inc., and other trademarks, trade names and service marks of ZimVie appearing in this information statement are our property or, as applicable, licensed to us, or, as applicable, are the property of Zimmer Biomet. The name and mark, Zimmer Biomet, and other trademarks, trade names and service marks of Zimmer Biomet appearing in this information statement are the property of Zimmer Biomet. This information statement also contains additional trade names, trademarks and service marks belonging to other companies. We do not intend our use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, these other parties.

QUESTIONS AND ANSWERS ABOUT THE SEPARATION AND DISTRIBUTION

What is ZimVie, and why is Zimmer Biomet separating its spine and dental businesses and distributing ZimVie stock?	ZimVie, which is currently a direct, wholly owned subsidiary of Zimmer Biomet, was formed to own and operate Zimmer Biomet's spine and dental businesses. The separation of the spine and dental businesses from Zimmer Biomet and the distribution of ZimVie common stock are intended to provide you with equity ownership in two separate publicly traded companies that will be able to focus exclusively on each of their respective businesses. Zimmer Biomet and ZimVie expect that the separation will result in enhanced long-term performance of each business for the reasons discussed in the section entitled "The Separation and Distribution—Reasons for the Separation."
Why am I receiving this document?	Zimmer Biomet is delivering this document to you because you are a holder of Zimmer Biomet common stock. If you are a holder of Zimmer Biomet common stock as of the close of business on the record date for the distribution, you will be entitled to receive [●] share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock that you held as of the close of business on such date. This document will help you understand how the separation and distribution will affect your post-separation ownership in Zimmer Biomet and ZimVie, respectively.
How will the separation of the spine and dental businesses from Zimmer Biomet work?	Zimmer Biomet will distribute more than 80 percent of the outstanding shares of ZimVie common stock to Zimmer Biomet stockholders on a *pro rata* basis in a distribution intended to be generally tax-free to Zimmer Biomet stockholders for U.S. federal income tax purposes, except for cash received in lieu of fractional shares. As a result of the distribution, ZimVie will become a separate public company. The number of shares of Zimmer Biomet common stock you own will not change as a result of the separation and distribution. For a more thorough description of how the distribution of the shares of ZimVie common stock will be effected, see the section entitled "The Separation and Distribution—When and How You Will Receive the Distribution."
What is the record date for the distribution?	The record date for the distribution will be **[●]**, 2022.
When will the distribution occur?	It is expected that more than 80 percent of the outstanding shares of ZimVie common stock will be distributed by Zimmer Biomet at **[●]** Eastern Time, on **[●]**, 2022, to holders of record of Zimmer Biomet common stock as of the close of business on the record date for the distribution. However, no assurance can be provided as to the timing of the distribution or that all conditions to the distribution will be met.
What do stockholders need to do to participate in the distribution?	Stockholders of Zimmer Biomet as of the close of business on the record date for the distribution will not be required to take any action to receive shares of ZimVie common stock in the distribution, but you are urged to read this entire information statement carefully. No stockholder approval of the distribution is required. You are not being asked for a proxy. You

	do not need to pay any consideration, exchange or surrender your existing shares of Zimmer Biomet common stock or take any other action to receive your shares of ZimVie common stock. Please do not send in your Zimmer Biomet stock certificates. The distribution will not affect the number of outstanding shares of Zimmer Biomet common stock or any rights of Zimmer Biomet stockholders, although it will affect the market value of each outstanding share of Zimmer Biomet common stock. For additional information on how the market value of each outstanding share of Zimmer Biomet common stock will change, see the section entitled "The Separation and Distribution—Market for ZimVie Common Stock."
How will shares of ZimVie common stock be issued?	You will receive shares of ZimVie common stock through the same or substantially similar channels that you currently use to hold or trade Zimmer Biomet common stock, whether through a brokerage account, 401(k) plan or other channel. Receipt of our shares will be documented for you in the same manner that you typically receive stockholder updates, such as monthly broker statements. If you own shares of Zimmer Biomet common stock as of the close of business on the record date for the distribution, Zimmer Biomet, with the assistance of Computershare Trust Company, N.A. ("Computershare"), the distribution agent for the distribution, will electronically distribute shares of ZimVie common stock to you or to your broker, bank or other nominee on your behalf in book-entry form. Computershare will mail you a book-entry account statement that reflects your shares of ZimVie common stock, or your broker, bank or other nominee will credit your account for the shares. For more details on how shares of ZimVie common stock will be issued, see the section entitled "The Separation and Distribution—When and How You Will Receive the Distribution."
How many shares of ZimVie common stock will I receive in the distribution?	Zimmer Biomet will distribute to you **[●]** share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock held by you as of close of business on the record date for the distribution. Based on approximately [●] shares of Zimmer Biomet common stock outstanding as of [●], 2022, and assuming, for illustrative purposes, a distribution of approximately 80 percent of the outstanding shares of ZimVie common stock and applying the distribution ratio (without accounting for cash to be issued in lieu of fractional shares), ZimVie expects that a total of approximately [●] shares of ZimVie common stock will be distributed to Zimmer Biomet's stockholders and approximately [●] shares of ZimVie common stock will continue to be owned by Zimmer Biomet. For additional information on the distribution, see the section entitled "The Separation and Distribution."
Will ZimVie issue fractional shares of its common stock in the distribution?	No. We will not issue fractional shares of ZimVie common stock in the distribution. Fractional shares that Zimmer Biomet stockholders would otherwise have been entitled to receive will be aggregated and sold in the public market by the distribution agent. The aggregate net cash proceeds of these sales will be distributed *pro rata* (based on the fractional share such holder would otherwise be entitled to receive) to those stockholders

	who would otherwise have been entitled to receive fractional shares. Recipients of cash in lieu of fractional shares will not be entitled to any interest on the payment made in lieu of fractional shares. The receipt of cash in lieu of fractional shares generally will be taxable to the recipient stockholders for U.S. federal income tax purposes as described in the section entitled "Material U.S. Federal Income Tax Consequences."
What are the conditions to the distribution?	The distribution is subject to final approval by the Zimmer Biomet board of directors, as well as to the satisfaction (or waiver by Zimmer Biomet in its sole and absolute discretion) of the following conditions: • the transfer of assets and liabilities from Zimmer Biomet to us shall be completed in accordance with the separation and distribution agreement that Zimmer Biomet and we will enter into prior to the distribution; • Zimmer Biomet shall have received a private letter ruling from the Internal Revenue Service (the "IRS"), satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and distribution, and such private letter ruling remains in force; • Zimmer Biomet shall have received an opinion from White & Case LLP satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and distribution; • a cash distribution of approximately $501 million (the "Cash Distribution") from ZimVie to Zimmer Biomet shall have been made as partial consideration for the contribution of assets in connection with the separation; • the U.S. Securities and Exchange Commission (the "SEC") shall have declared effective our registration statement of which this information statement forms a part, no order suspending the effectiveness thereof shall be in effect, no proceedings for such purposes shall have been instituted or threatened by the SEC, and this information statement shall have been made available to Zimmer Biomet stockholders; • all actions and filings necessary or advisable under applicable U.S. federal, U.S. state or other securities laws or blue sky laws shall have been taken or made and, where applicable, have become effective or been accepted by the applicable governmental authority; • the Zimmer Biomet board of directors shall have declared the distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn); • any required governmental approvals necessary to consummate the distribution and the transactions contemplated by the separation agreement and the ancillary agreements shall have been obtained and be in full force and effect;

	• the transaction agreements relating to the separation that Zimmer Biomet and we will enter into prior to the distribution shall have been duly executed and delivered by the parties; • no order, injunction or decree issued by any court or governmental authority of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of the separation, distribution or any of the related transactions, shall be pending or in effect; • the shares of ZimVie common stock to be distributed shall have been accepted for listing on Nasdaq, subject to official notice of distribution; and • no other event or development shall exist or have occurred that, in the judgment of Zimmer Biomet's board of directors, in its sole and absolute discretion, makes it inadvisable to effect the separation, distribution and other related transactions. Neither we nor Zimmer Biomet can assure you that any or all of these conditions will be met. In addition, Zimmer Biomet can decline at any time to go forward with the separation and distribution. For a complete discussion of all of the conditions to the distribution, see the section entitled "The Separation and Distribution—Conditions to the Distribution."
Can Zimmer Biomet decide to cancel the distribution of ZimVie common stock even if all the conditions have been met?	Yes. The distribution is subject to the satisfaction or waiver of certain conditions. For a more detailed description of these conditions, see the section entitled "The Separation and Distribution—Conditions to the Distribution." Until the distribution has occurred, Zimmer Biomet has the right to terminate the distribution, even if all of the conditions are satisfied.
What if I want to sell my Zimmer Biomet common stock or my ZimVie common stock?	You are encouraged to consult with your financial advisor, such as your broker, bank or tax advisor, regarding the specific implications of selling your Zimmer Biomet common stock prior to or on the distribution date. If you sell your shares of Zimmer Biomet common stock in the "regular-way" market after the record date and prior to or on the distribution date, you will also be selling your right to receive shares of ZimVie common stock in the distribution. For a more thorough discussion on how to sell your shares, see the section entitled "The Separation and Distribution—Trading Between the Record Date and Distribution Date."
What is "regular-way" and "ex-distribution" trading of Zimmer Biomet common stock?	Beginning on or shortly before the record date for the distribution and continuing up to and through the distribution date, it is expected that there will be two markets in Zimmer Biomet common stock: a "regular-way" market and an "ex-distribution" market. Zimmer Biomet common stock that trades in the "regular-way" market will trade with an entitlement to shares of ZimVie common stock distributed pursuant to the distribution. Shares that trade in the "ex-distribution" market will

	trade without an entitlement to shares of ZimVie common stock distributed pursuant to the distribution. If you hold shares of Zimmer Biomet common stock on the record date and then decide to sell any Zimmer Biomet common stock before the distribution date, you should make sure your broker, bank or other nominee understands whether you want to sell your Zimmer Biomet common stock with or without your entitlement to ZimVie common stock pursuant to the distribution. For additional information regarding the trading of ZimVie common stock, see the section entitled "The Separation and Distribution—Trading Between the Record Date and Distribution Date."
Where will I be able to trade shares of ZimVie common stock?	We have applied to list the shares of ZimVie common stock on Nasdaq under the symbol "ZIMV." We anticipate that trading in shares of ZimVie common stock will begin on a "when-issued" basis on or shortly before the record date for the distribution, and will continue up to the distribution date and that "regular-way" trading in ZimVie common stock will begin on or about the first trading day following the completion of the distribution. If trading begins on a "when-issued" basis, you may purchase or sell shares of ZimVie common stock up to and through the distribution date, but your transaction will not settle until after the distribution date. For additional information regarding the trading of ZimVie common stock, see the section entitled "The Separation and Distribution—Trading Between the Record Date and Distribution Date." We cannot predict the trading prices for our common stock before, on or after the distribution date.
What will happen to the listing of Zimmer Biomet common stock?	Zimmer Biomet common stock will continue to trade on the NYSE and the SIX Swiss Exchange under the symbol "ZBH."
Will the number of shares of Zimmer Biomet common stock that I own change as a result of the distribution?	No. The number of shares of Zimmer Biomet common stock that you own will not change as a result of the distribution.
Will the distribution affect the market price of my shares of Zimmer Biomet common stock?	Yes. As a result of the distribution, Zimmer Biomet expects the trading price of Zimmer Biomet common stock immediately following the distribution to be lower than the "regular-way" trading price of such stock immediately prior to the distribution because the trading price will no longer reflect the value of the spine and dental businesses. There can be no assurance that the aggregate market value of shares of Zimmer Biomet common stock and ZimVie common stock following the distribution will be higher or lower than the market value of shares of Zimmer Biomet common stock if the separation and distribution did not occur. This means, for example, that the combined trading prices of [●] shares of Zimmer Biomet common stock and [●] share of ZimVie common stock after the distribution (representing the number of shares of our common stock to be received per every [●] shares of Zimmer Biomet common stock in the distribution) may be equal to, greater than or less than the trading price of [●] shares of Zimmer Biomet common stock before the distribution. For additional information on how the

	market price of the outstanding shares of Zimmer Biomet common stock will change, see the section entitled "The Separation and Distribution—Market for ZimVie Common Stock."
What are the material U.S. federal income tax consequences of the separation and distribution?	It is a condition to the distribution that the private letter ruling from the IRS regarding certain U.S. federal income tax matters relating to the separation and distribution received by Zimmer Biomet remain valid and be satisfactory to the Zimmer Biomet board of directors and that the Zimmer Biomet board of directors receive one or more opinions from its tax advisors, in each case satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and distribution. Accordingly, it is expected that Zimmer Biomet stockholders generally will not recognize any gain or loss upon receipt of ZimVie common stock pursuant to the distribution, except with respect to any cash received in lieu of fractional shares. You should carefully read the section entitled "Material U.S. Federal Income Tax Consequences" and should consult your own tax advisor about the particular consequences of the distribution to you, including the application of U.S. federal, state and local and non-U.S. tax laws.
What will happen to my tax basis in my Zimmer Biomet stock?	If you do not sell your Zimmer Biomet stock in advance of the distribution, your tax basis will be adjusted and the aggregate tax basis of the Zimmer Biomet common stock and ZimVie common stock received in the distribution (including any fractional share interest in ZimVie common stock for which cash is received) will equal the aggregate tax basis of Zimmer Biomet common stock immediately prior to the distribution, allocated between the Zimmer Biomet common stock and ZimVie common stock (including any fractional share interest in ZimVie common stock for which cash is received) in proportion to the relative fair market value of each on the date of the distribution. You should carefully read the section entitled "Material U.S. Federal Income Tax Consequences" and should consult your own tax advisor about the particular consequences of the distribution to you, including the application of U.S. federal, state and local and non-U.S. tax laws.
What will ZimVie's relationship be with Zimmer Biomet following the separation and distribution?	Following the distribution, Zimmer Biomet stockholders will directly own more than 80 percent of the outstanding shares of ZimVie common stock, and Zimmer Biomet and ZimVie will be separate companies with separate management teams and separate boards of directors. Zimmer Biomet will retain less than 20 percent of the outstanding shares of ZimVie common stock following the distribution. Prior to the distribution, we will enter into a separation and distribution agreement with Zimmer Biomet to effect the separation and distribution and provide a framework for our relationship with Zimmer Biomet after the separation and will enter into certain other agreements, such as a transition services agreement, a tax matters agreement, an employee matters agreement, an intellectual property matters agreement, a transitional trademark license agreement, a transition manufacturing and supply agreement, a reverse transition manufacturing and supply agreement and a stockholder and registration rights agreement with

	respect to Zimmer Biomet's continuing ownership of shares of ZimVie common stock. These agreements will provide for the separation between Zimmer Biomet and us of the assets, employees, intellectual property, liabilities and obligations (including investments, property and employee benefits and tax-related assets and liabilities) of Zimmer Biomet and its subsidiaries attributable to periods prior to, at and after our separation from Zimmer Biomet and will govern the relationship between Zimmer Biomet and us subsequent to the completion of the separation. For additional information regarding the separation and distribution agreement and other transaction agreements between Zimmer Biomet and us, see the sections entitled "Risk Factors—Risks Related to the Separation and the Distribution" and "Certain Relationships and Related Person Transactions."
How will Zimmer Biomet vote any shares of ZimVie common stock it retains?	Zimmer Biomet will agree to vote any shares of ZimVie common stock that it retains in proportion to the votes cast by our other stockholders and grant us a proxy to vote its shares of ZimVie common stock in such proportion. For additional information on these voting arrangements, see "Certain Relationships and Related Person Transactions—Stockholder and Registration Rights Agreement."
What does Zimmer Biomet intend to do with any shares of ZimVie common stock it retains?	Zimmer Biomet currently intends to dispose of all of the ZimVie common stock that it retains after the distribution by exchanging such ZimVie common stock for Zimmer Biomet debt held by one or more investment banks. To the extent Zimmer Biomet holds any ZimVie common stock thereafter, Zimmer Biomet will dispose of such stock as soon as disposition is warranted (but in no event later than five years after the distribution), consistent with its business purpose of creating independent companies with separate capital structures, in which Zimmer Biomet continues to target leverage consistent with its investment grade credit rating (as explained below). For additional information on Zimmer Biomet's plans for the disposition of shares of ZimVie common stock it retains, please read the section entitled "The Separation and Distribution—Reasons for Zimmer Biomet's Retention of Less than 20 Percent of ZimVie Common Stock."
Who will manage ZimVie after the separation?	We have assembled a management team of highly experienced leaders who have a strong track record in the medical device industry, led by Vafa Jamali, President and Chief Executive Officer, Richard Heppenstall, Executive Vice President, Chief Financial Officer and Treasurer, Rebecca Whitney, Senior Vice President and President, Global Spine, and Indraneel Kanaglekar, Senior Vice President and President, Global Dental. Our management team is highly focused on execution and driving growth and profitability. Further, we believe that we have a deep pool of talent across our organization, including long-tenured individuals with significant expertise and knowledge of our business. For additional information regarding our management, see the section entitled "Management."

Are there risks associated with owning ZimVie common stock?	Yes. Ownership of ZimVie common stock is subject to both general and specific risks relating to our businesses, the industries in which we operate, our ongoing contractual relationships with Zimmer Biomet and our status as a separate, publicly traded company. Ownership of ZimVie common stock is also subject to risks relating to the separation and the distribution. These risks are described in the "Risk Factors" section of this information statement beginning on page 19. You are encouraged to read that section carefully.
Does ZimVie plan to pay dividends?	We currently expect to retain all available funds and any future earnings for use in the operation and expansion of our business. The declaration and payment of any dividends in the future will be subject to the sole discretion of our board of directors and will depend on many factors. For additional information, see the section entitled "Dividend Policy."
Will ZimVie incur any indebtedness prior to or at the time of the distribution?	Yes. ZimVie expects to incur new third-party borrowings of approximately $561 million in connection with the distribution, with approximately $501 million of the proceeds of such financing expected to be used to distribute cash to Zimmer Biomet (subject to adjustment based upon estimated cash and working capital). In addition, we expect to enter into a $175 million revolving credit facility, which we expect to be undrawn immediately following the distribution. As a result of such transactions, ZimVie anticipates having approximately $561 million of outstanding indebtedness upon completion of the distribution. For additional information on this indebtedness, see the sections entitled "Description of Material Indebtedness" and "Risk Factors—Risks Related to Our Business, Operations and Strategy."
Who will be the distribution agent, transfer agent and registrar for shares of ZimVie common stock?	The distribution agent for the distribution and the transfer agent and registrar for shares of ZimVie common stock will be Computershare. For questions relating to the transfer or mechanics of the stock distribution, you should contact: Computershare Trust Company, N.A. P.O. Box 505000 Louisville, KY 40233-5000 United States 888-552-8493
Where can I find more information about Zimmer Biomet and ZimVie?	Before the distribution, if you have any questions relating to Zimmer Biomet's business performance, you should contact: Zimmer Biomet Holdings, Inc. 345 East Main Street Warsaw, Indiana 46580 Attention: Keri Mattox, Senior Vice President, Investor Relations and Chief Communications Officer

After the distribution, our stockholders who have any questions relating to our business performance should contact us at:

ZimVie Inc.
10225 Westmoor Drive
Westminster, Colorado 80021
Attention: Investor Relations

ZimVie's investor relations website (investor.zimvie.com) will be operational on or around **[●]**, 2022. **The ZimVie website and the information contained therein or connected thereto are not incorporated into this information statement or the registration statement of which this information statement forms a part, or in any other filings with, or any information furnished or submitted to the SEC.**

INFORMATION STATEMENT SUMMARY

The following is a summary of selected information discussed in this information statement. This summary may not contain all of the details concerning the separation or other information that may be important to you. To better understand the separation and our business and financial position, you should carefully review this entire information statement. Except as otherwise indicated or unless the context otherwise requires, the information included in this information statement about ZimVie Inc. assumes the completion of all of the transactions referred to in this information statement in connection with the separation and distribution. Unless the context otherwise requires, references in this information statement to "ZimVie," "we," "us," "our" or the "Company" refer to ZimVie Inc., a Delaware corporation, and its combined subsidiaries. References in this information statement to "Zimmer Biomet" or "Parent" refer to Zimmer Biomet Holdings, Inc., a Delaware corporation, and its consolidated subsidiaries (other than, after the distribution, ZimVie and its consolidated subsidiaries), unless the context otherwise requires. References to our historical business and operations refer to the business and operations of Zimmer Biomet's spine and dental businesses that will be transferred to us in connection with the separation and distribution. References in this information statement to the "separation" refer to the separation of the spine and dental businesses from Zimmer Biomet's other businesses and the creation, as a result of the distribution, of an independent, publicly traded company, ZimVie, to hold the assets and liabilities associated with the spine and dental businesses after the distribution. References in this information statement to the "distribution" refer to the distribution of more than 80 percent of the shares of ZimVie common stock to Zimmer Biomet stockholders on a pro rata basis.

Business Overview

We are a leading medical technology company dedicated to enhancing the quality of life for spine and dental patients worldwide. We develop, manufacture, and market a comprehensive portfolio of products and solutions designed to treat a wide range of spine pathologies and support dental tooth replacement and restoration procedures. Our broad portfolio addresses all areas of spine with market leadership in cervical disc replacement ("CDR"), and we are well-positioned in the growing global dental implant and biomaterials market, with market leadership in oral reconstruction. In 2020, we generated total third party net sales of $897 million.

Our Company was built through the acquisition and integration of over a dozen leading spine and dental businesses and brands over the course of more than 30 years. ZimVie today is the result of the combination of Zimmer, Inc.'s ("Zimmer") and Biomet Inc.'s ("Biomet") spine and dental portfolios in 2015, and the subsequent development of new products and technologies, as well as business development activities. As a result of our rich history and comprehensive portfolio, we are well-positioned to expand our presence in the spine surgery and tooth replacement markets we serve.

We estimate the global spine surgery market generated approximately $12 billion in sales in 2021. Within spine surgery, we believe that minimally invasive surgery ("MIS") and motion preservation solutions represent the highest growth market category. We estimate the global tooth replacement market generated approximately $8 billion in sales in 2021. Within tooth replacement, we expect the value implants, biomaterials and digital dentistry categories to grow faster than the overall market.

We have leading positions in a number of attractive submarkets of the broader global markets for spine and dental we serve. Our established commercial infrastructure and large sales force support our meaningful presence in both established and emerging markets and serve customers in 70 countries.

Our operations are principally managed in two product markets, spine and dental:

Spine

In the spine products market, we design, manufacture and distribute a full suite of spinal surgery solutions to treat patients with back or neck pain caused by degenerative conditions, deformities, tumors or traumatic injury of the spine. Our comprehensive portfolio includes implants, instrumentation, biologics and bone healing technologies. We also offer differentiated, motion preserving products in our spine portfolio, including Mobi-C® Cervical Disc and The Tether™ device. Our products and services are utilized in hospitals and surgery centers for open and minimally invasive surgical procedures for the cervical, thoracic and lumbar spine. Our global net sales from our spine business was $529 million for the fiscal year ended December 31, 2020, as compared to $608 million for the fiscal year ended December 31, 2019.

Dental

In the dental products market, we design, manufacture and distribute a comprehensive portfolio of dental implant solutions, biomaterials and digital dentistry solutions. Dental implants are intended for patients who are totally without teeth or are missing one or more teeth. Our products and solutions are utilized in oral surgery centers, dental service organizations ("DSOs") and dental offices by oral surgeons and dental clinicians to provide patients with a more natural restoration to resemble the original teeth. We also service the clinician community by offering a variety of solutions to the dental laboratories they partner with. Our implant portfolio is complemented by our robust line of biomaterial solutions that are used for soft tissue and bone rehabilitation, and can help patients qualify for dental implant surgery by building sufficient bone utilizing bone grafting techniques and lead to improved esthetic outcomes. Digital dentistry is a growing category of the dental market and we offer a full suite of digital dentistry technologies that are designed to work together with our dental implant systems to deliver fully integrated, end-to-end implant-based tooth replacement solutions for oral surgeons, dental clinicians and dental laboratories. Our global net sales from our dental business was $368 million, for the fiscal year ended December 31, 2020, as compared to $414 million for the fiscal year ended December 31, 2019.

Our Competitive Strengths

We believe we have significant competitive strengths, including:

- *Comprehensive portfolio of brands trusted by surgeons and clinicians worldwide.*
- *Well-positioned in attractive, growing spine and dental submarkets.*
- *Compelling body of clinical evidence.*
- *Established commercial infrastructure with global reach.*
- *Track record of successful innovation, tuck-in acquisitions and strategic partnerships.*
- *Experienced management team with deep industry expertise.*

Although we believe these strengths will contribute to the growth and success of our company, our business is subject to risks including, among others, our substantial indebtedness, which will divert funds that could otherwise be used for investment in our business, our lack of experience operating as an independent public company, and the potential impact of adverse changes in governmental regulations or the markets for our products or the materials we use in our business. See "— Summary of Risk Factors" below for a further description of these risks.

Our Growth Strategies

We intend to pursue the following strategies in order to improve our competitive position and grow our business:

- *Leverage our biomaterials and digital dentistry platforms coupled with implant innovation to further advance our dental business.*
- *Drive surgeon and clinician awareness of and proficiency in using our products and solutions through medical education.*
- *Employ a disciplined approach to improving profitability and cash flow*.
- *Selectively pursue strategic acquisitions and alliances in attractive, high growth market segments*.

Summary of Risk Factors

An investment in our Company is subject to a number of risks, including risks relating to our business, the separation and distribution and ZimVie common stock. Set forth below is a high-level summary of some, but not all, of these risks. Please read the information in the section captioned "Risk Factors" beginning on page 19 for a more thorough description of these and other risks.

Risks Related to Our Business, Operations and Strategy

- The COVID-19 pandemic has adversely impacted, and continues to pose risks to, our business, results of operations and financial condition, the nature and extent of which are highly uncertain and unpredictable.
- Interruption of our manufacturing operations or supply arrangements could adversely affect our business, financial condition and results of operations.
- Our success depends on our ability to effectively develop and market our products against those of our competitors, retain our employees and the independent agents and distributors who market our products, and introduce new products.
- We are subject to potential declines in reimbursement levels and cost-containment measures in the United States and other countries, resulting in pricing pressures.
- Our success largely depends on key personnel, including our senior management, and having adequate succession plans in place. We may not be able to attract, retain and develop the highly skilled employees we need to support our business, which could harm our business.

Financial, Liquidity and Tax Risks

- In connection with our separation from Zimmer Biomet, we will incur substantial indebtedness and we and our subsidiaries may not be able to generate sufficient cash flows to meet all of our debt obligations, which could materially adversely affect our business, financial condition and results of operations.
- We may have additional tax liabilities, and potential changes in tax laws could unfavorably impact our effective tax rate.
- Future material impairments in the carrying value of our intangible assets, including goodwill, would negatively affect our operating results.
- If our independent agents and distributors are characterized as employees, we would be subject to additional tax and other liabilities.

Global Operational Risks

- We conduct a significant amount of our sales activity outside of the United States, which subjects us to additional business risks such as global economic conditions and currency exchange rate fluctuations, and may cause our profitability to decline due to increased costs.

Legal, Regulatory and Compliance Risks

- If we fail to obtain, or experience significant delays in obtaining, U.S. Food and Drug Administration ("FDA") clearances or approvals for our future products or product enhancements, our ability to commercially distribute and market our products could suffer.
- We are subject to costly and complex laws and governmental regulations relating to the development, design, product standards, packaging, advertising, promotion, post-market surveillance, manufacturing, labeling and marketing of our products, non-compliance with which could adversely affect our business, financial condition and results of operations.
- If we fail to comply with healthcare fraud and abuse, anticorruption, data privacy and security, and environmental laws and regulations, we could face substantial penalties and our business, operations and financial condition could be adversely affected.
- We are increasingly dependent on sophisticated information technology and if we fail to effectively maintain or protect our information systems or data, including from data breaches, our business could be adversely affected.
- Pending and future product liability claims and litigation could adversely impact our financial condition and results of operations and impair our reputation, and we bear the risk of warranty claims on our products.
- The industries that we serve have undergone, and are in the process of undergoing, significant changes in an effort to reduce costs, which could adversely affect our business, results of operations and financial condition.
- We are substantially dependent on patent and other proprietary rights, and we are involved in legal proceedings that may result in adverse outcomes.

Risks Related to the Separation and Distribution

- We have no history of operating as an independent, public company, and our historical and pro forma financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.
- If the distribution, together with certain related transactions, does not qualify as a transaction that is generally tax-free for U.S. federal income tax purposes, we, Zimmer Biomet, and Zimmer Biomet stockholders could be subject to significant tax liabilities and, in certain circumstances, we could be required to indemnify Zimmer Biomet for material taxes and other related amounts pursuant to indemnification obligations under the tax matters agreement, and U.S. federal income tax consequences may restrict our ability to engage in certain desirable strategic or capital-raising transactions after the separation.
- If the consents or approvals needed for the transfer to us from Zimmer Biomet of certain assets and rights are not obtained, we may not be entitled to the benefit of such assets and rights, which could increase our expenses or otherwise harm our business and financial performance.
- We may not achieve some or all of the expected benefits of the separation, and the separation may materially and adversely affect our financial condition, results of operations and cash flows.

- Zimmer Biomet or we may fail to perform under various transaction agreements that will be executed as part of the separation, or we may fail to have necessary systems and services in place when certain of the transaction agreements expire.
- Following the distribution, certain members of management, directors and stockholders will hold stock in both Zimmer Biomet and our Company, and as a result, may face actual or potential conflicts of interest.
- In connection with our separation from Zimmer Biomet, Zimmer Biomet will indemnify us for certain liabilities and we will indemnify Zimmer Biomet for certain liabilities. If we are required to pay under these indemnities to Zimmer Biomet, our financial results could be negatively impacted. The Zimmer Biomet indemnity may not be sufficient to hold us harmless from the full amount of liabilities for which Zimmer Biomet will be allocated responsibility, and Zimmer Biomet may not be able to satisfy its indemnification obligations in the future.
- The allocation of intellectual property rights among us and Zimmer Biomet as part of the separation could adversely impact our competitive position and our ability to develop and commercialize certain future products and services.
- Potential liabilities may arise due to fraudulent transfer considerations, which would adversely affect our financial condition and results of operations.

Risks Related to ZimVie Common Stock

- We cannot be certain that an active trading market for our shares of common stock will develop or be sustained after the distribution, and following the distribution, our stock price may fluctuate significantly, including due to unfavorable analyst coverage or ineffective internal controls.
- We do not expect to pay any cash dividends for the foreseeable future.
- There may be substantial changes in our stockholder base, your percentage of ownership in our Company may be diluted in the future and a significant number of our shares of common stock are or will be eligible for future sale.
- Our certificate of incorporation will designate a state or federal court located in the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings and anti-takeover provisions in our certificate of incorporation and bylaws and of Delaware law could enable our board of directors to resist a takeover attempt by a third party and limit the power of our stockholders.

The Separation and Distribution

On February 5, 2021, Zimmer Biomet announced its intention to separate its spine and dental businesses from its core orthopedic businesses. The separation will occur by means of *pro rata* distribution to Zimmer Biomet stockholders of more than 80 percent of the outstanding shares of common stock of ZimVie, which was formed to hold Zimmer Biomet's spine and dental businesses. Zimmer Biomet has received a private letter ruling from the IRS regarding certain U.S. federal income tax matters related to the separation and the distribution.

Following the distribution, Zimmer Biomet stockholders will own directly more than 80 percent of the outstanding shares of ZimVie common stock, and ZimVie will be a separate public company from Zimmer Biomet. Zimmer Biomet will retain less than 20 percent of the outstanding shares of ZimVie common stock following the distribution. Zimmer Biomet currently intends to dispose of all of the ZimVie common stock that it retains after the distribution by exchanging such ZimVie common stock for Zimmer Biomet debt held by one or more investment banks. To the extent Zimmer Biomet holds any ZimVie common stock thereafter, Zimmer Biomet will dispose of

such stock as soon as disposition is warranted (but in no event later than five years after the distribution), consistent with its business purpose of creating independent companies with separate capital structures and maintaining its investment grade credit rating (as explained below).

On **[●]**, 2022, the Zimmer Biomet board of directors approved the distribution of ZimVie's issued and outstanding shares of common stock on the basis of **[●]** share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock held as of the close of business on **[●]**, 2022, the record date for the distribution, subject to the satisfaction or waiver of the conditions to the distribution as described in this information statement. For a more detailed description of these conditions, see the section entitled "The Separation and Distribution—Conditions to the Distribution."

Capital Structure

In connection with the spin-off, ZimVie expects to incur new third-party borrowings of approximately $561 million. Approximately $501 million of the proceeds from such indebtedness (subject to adjustment based upon estimated cash and working capital) will be transferred to Zimmer Biomet on or prior to the distribution. We currently expect to incur this indebtedness through $561 million of Term Loan A borrowings. In addition, our new credit facility includes a $175 million revolving credit facility, which we expect to be undrawn immediately following the distribution. For more information on ZimVie's anticipated capital structure and the indebtedness we expect to incur in connection with the spin-off, see "Unaudited Pro Forma Condensed Combined Financial Statements" and "Description of Material Indebtedness."

Our Post-Separation Relationship with Zimmer Biomet

After the distribution, Zimmer Biomet and ZimVie will be separate companies with separate management teams and separate boards of directors. Prior to the distribution, we will enter into a separation and distribution agreement with Zimmer Biomet, which is referred to in this information statement as the "separation agreement" or the "separation and distribution agreement." In connection with the separation, we will also enter into various other agreements to effect the separation and provide a framework for our relationship with Zimmer Biomet after the separation, such as a transition services agreement, a tax matters agreement, an employee matters agreement, an intellectual property matters agreement, a transitional trademark license agreement, a transition manufacturing and supply agreement, a reverse transition manufacturing and supply agreement and a stockholder and registration rights agreement with respect to Zimmer Biomet's continuing ownership of ZimVie common stock. These agreements will provide for the allocation between ZimVie and Zimmer Biomet of Zimmer Biomet's assets, employees, intellectual property, liabilities and obligations (including investments, property and employee benefits and tax-related assets and liabilities) attributable to periods prior to, at and after the distribution, and will govern certain relationships between ZimVie and Zimmer Biomet after the distribution.

For additional information regarding the separation agreement and other transaction agreements and the transactions contemplated thereby, see the sections entitled "Risk Factors—Risks Related to the Separation and Distribution," "The Separation and Distribution" and "Certain Relationships and Related Person Transactions."

Reasons for the Separation

The Zimmer Biomet board of directors believes that separating the spine and dental businesses from the remaining businesses of Zimmer Biomet is in the best interests of Zimmer Biomet and its stockholders for a number of reasons, including that:

- The separation will create a stronger growth profile for each company with enhanced management focus, while better aligning resources and processes more directly with the strategic priorities of each business.

- The separation will create independent companies with separate capital structures, which will align capital allocation based on the objectives of each independent company.
- The separation will reduce complexity and improve operating efficiencies, which will provide each company with greater flexibility to pursue its own strategies for growth, both organic and through acquisitions.
- The separation will provide each company with a compelling financial profile that more accurately reflects the strengths and opportunities of each business and, as a result, offers investors a more targeted investment opportunity.

The Zimmer Biomet board of directors also considered a number of potentially unfavorable factors in evaluating the separation, including, among others, risks relating to the creation of a new public company, possible increased costs and one-time separation costs, but concluded that the potential benefits of the separation significantly outweighed these factors. For additional information, see the sections entitled “Risk Factors” and “The Separation and Distribution—Reasons for the Separation” included elsewhere in this information statement.

Reasons for Zimmer Biomet’s Retention of Less than 20 Percent of ZimVie Common Stock

In considering the appropriate structure for the separation, Zimmer Biomet determined that, immediately after the distribution becomes effective, Zimmer Biomet will own less than 20 percent of the outstanding shares of ZimVie common stock. The retention of ZimVie common stock strengthens Zimmer Biomet’s balance sheet by providing Zimmer Biomet a security that can be exchanged to accelerate debt reduction, thereby facilitating an appropriate capital structure consistent with maintaining Zimmer Biomet’s investment grade rating, which is critical to Zimmer Biomet having the financial flexibility necessary to execute its growth strategy and fund capital expenditures. Zimmer Biomet currently intends to dispose of all of the ZimVie common stock that it retains after the distribution by exchanging such ZimVie common stock for Zimmer Biomet debt held by one or more investment banks. To the extent Zimmer Biomet holds any ZimVie common stock thereafter, Zimmer Biomet will dispose of such stock as soon as disposition is warranted (but in no event later than five years after the distribution), consistent with its business purpose of creating independent companies with separate capital structures and maintaining its investment grade credit rating. Following such debt-for-equity exchange, it is anticipated that the investment banks will sell such shares to public investors in a pre-marketed equity offering. We anticipate that ZimVie would benefit from increased equity research coverage in connection with such an offering.

Corporate Information

ZimVie was formed as a Delaware corporation on July 30, 2021 for the purpose of holding Zimmer Biomet’s spine and dental businesses. Prior to the separation, which will be completed prior to the distribution, we will have no material operations. The address of our principal executive offices is 10225 Westmoor Drive, Westminster, CO 80021. Our telephone number after the distribution will be (303)-443-7500. We maintain an Internet site at *www.zimvie.com*. **Our website and the information contained therein or connected thereto are not incorporated into this information statement or the registration statement of which this information statement forms a part, or in any other filings with, or any information furnished or submitted to, the SEC.**

Reason for Furnishing This Information Statement

This information statement is being furnished solely to provide information to stockholders of Zimmer Biomet who will receive shares of ZimVie common stock in the distribution. It is not, and is not to be construed as, an

inducement or encouragement to buy or sell any of our securities. We believe the information contained in this information statement to be accurate as of the date set forth on the cover of this information statement. Changes may occur after that date, and neither we nor Zimmer Biomet undertake any obligation to update such information except in the normal course of our respective disclosure obligations and practices, or as required by applicable law.

SUMMARY HISTORICAL AND UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

The following summary historical financial information has been derived from the combined financial statements of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc. as of and for the three years ended December 31, 2020, 2019 and 2018 and for the nine months ended September 30, 2021 and 2020, which are included in the "Index to Combined Financial Statements" section of this information statement. The summary unaudited *pro forma* combined financial information as of and for the nine months ended September 30, 2021 and the year ended December 31, 2020 have been prepared to reflect the separation and distribution, including the incurrence of indebtedness of approximately $561 million and the distribution of approximately $504 million of cash to Zimmer Biomet (reflecting the distribution of approximately $501 million from the financing proceeds as described in, and containing certain of the adjustments referenced in, this information statement). The outstanding indebtedness is expected to consist of $561 million of Term Loan A borrowings, as described in "Description of Material Indebtedness." The unaudited *pro forma* combined operating data presented for the nine months ended September 30, 2021 and the year ended December 31, 2020 assumes the separation occurred on January 1, 2020. The unaudited *pro forma* combined balance sheet data as of September 30, 2021 assumes the separation occurred on September 30, 2021.

The summary historical financial information presented below should be read in conjunction with the Unaudited Interim Condensed Combined Financial Statements, the Audited Annual Combined Financial Statements and accompanying notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations included elsewhere in the information statement.

The unaudited *pro forma* combined financial information is for illustrative and informational purposes only and is not intended to represent or be indicative of what our financial condition or results of operations would have been had we operated historically as a company independent of Zimmer Biomet or if the separation and the distribution had occurred on the dates indicated. The unaudited *pro forma* combined financial information also should not be considered representative of our future combined financial condition or combined results of operations.

You should read this summary unaudited *pro forma* combined financial information together with "Unaudited Pro Forma Combined Financial Information," "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Material Indebtedness," the Unaudited Interim Condensed Combined Financial Statements and the Audited Annual Combined Financial Statements and accompanying notes included elsewhere in the information statement.

	For the Nine Months Ended September 30,			For the Years Ended December 31,			
($ in millions)	Pro Forma 2021	2021	2020	Pro Forma 2020	2020	2019	2018
Combined Statement of Earnings Data:							
Net Sales							
Third party, net	$748.6	$748.2	$ 625.2	$ 897.5	$ 896.9	$1,021.6	$1,044.9
Related party, net	4.4	4.8	12.3	14.9	15.5	33.9	54.2
Total Net Sales	753.0	753.0	637.5	912.4	912.4	1,055.5	1,099.1
Cost of products sold, excluding intangible asset amortization	258.3	256.4	212.6	305.5	302.7	309.4	345.5
Related party cost of products sold, excluding intangible asset amortization	3.4	3.5	8.2	10.0	10.2	24.5	37.2
Intangible asset amortization	65.0	65.0	63.4	85.5	85.5	83.4	95.2
Research and development	43.9	43.9	36.1	49.2	49.2	55.6	52.3
Selling, general and administrative	402.4	405.1	391.2	530.3	533.5	605.4	599.9
Goodwill impairment	—	—	142.0	142.0	142.0	—	411.7
Restructuring	2.3	2.3	9.5	9.7	9.7	1.8	—
Acquisitions, integration, divestiture and related	12.0	12.0	1.7	2.2	2.2	3.2	30.8
Operating expenses	787.3	788.2	864.7	1,134.4	1,135.0	1,083.3	1,572.6
Operating Loss	(34.3)	(35.2)	(227.2)	(222.0)	(222.6)	(27.8)	(473.5)
Other income (expense), net	(0.4)	(0.4)	0.9	1.6	1.6	0.2	(0.6)
Interest expense, net	(9.6)	(0.3)	(0.2)	(13.1)	(0.3)	(0.1)	(0.1)
Loss before income taxes	(44.3)	(35.9)	(226.5)	(233.5)	(221.3)	(27.7)	(474.2)
(Benefit) provision for income taxes	(3.2)	(1.3)	(11.0)	(45.2)	(42.3)	0.2	(14.8)
Net Loss	(41.1)	(34.6)	(215.5)	(188.3)	(179.0)	(27.9)	(459.4)
Less: Net earnings attributable to noncontrolling interest	—	—	0.1	0.1	0.1	0.1	1.0
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$ (41.1)	$ (34.6)	$(215.6)	$ (188.4)	$ (179.1)	$ (28.0)	$ (460.4)

	As of September 30,	
($ in millions)	Pro Forma 2021	2021
Combined Balance Sheet Data:		
Total Assets	$ 1,830.2	$1,808.9
Long-term debt	$ 555.4	$ 4.9

RISK FACTORS

You should carefully consider the following risks and other information in this information statement in evaluating our Company and ZimVie common stock. Any of the following risks could materially and adversely affect our business, financial condition or results of operations. The risk factors generally have been separated into six groups: risks related to our business, operations and strategy; financial, credit and liquidity risks; global operational risks; legal, regulatory and compliance risks; risks related to the separation and the distribution; and risks related to ZimVie common stock.

Risks Related to Our Business, Operations and Strategy

The COVID-19 pandemic has adversely impacted, and continues to pose risks to, our business, results of operations and financial condition, the nature and extent of which are highly uncertain and unpredictable.

Our global operations expose us to risks associated with public health crises and outbreaks of epidemic, pandemic, or contagious diseases, such as COVID-19. The global spread of COVID-19 has had, and we expect it to continue to have, an adverse impact on demand for our products, our sales, our operations, our supply chains and distribution systems, and our expenses, including as a result of preventive and precautionary measures that we, other businesses, and governments have taken and may continue to take. Due to these impacts and measures, we have experienced and expect to continue to experience significant and unpredictable reductions in the demand for our products as healthcare customers divert medical resources and priorities towards the treatment of COVID-19. During 2020, we experienced a significant decline in procedure volumes globally as healthcare systems diverted resources to meet the increasing demands of managing COVID-19, and that decline has continued. Additionally, public health bodies around the globe have at times recommended delaying elective procedures during the COVID-19 pandemic, and patients, spine surgeons, oral surgeons, dentists, dental clinicians and medical societies are evaluating the risks of elective procedures in the presence of infectious diseases, which we expect will continue to negatively impact demand for our products and the number of procedures performed.

As a result of the COVID-19 outbreak, we have experienced significant business disruptions, including restrictions on our ability to travel and to distribute our products, temporary closures of, or limited operations at, certain of our facilities and the facilities of our suppliers and contract manufacturers, as well as reduction in access to our customers due to diverted resources and priorities and the business hours of hospitals as governments institute prolonged shelter-in-place and/or self-quarantine mandates. The unprecedented measures to slow the spread of the virus taken by local governments and healthcare authorities globally, including the deferral of elective surgical procedures and social distancing measures, have had, and we expect them to continue to have, a significant adverse effect on our financial condition, results of operations and cash flows. These disruptions have resulted in the following outcomes, among other unfavorable outcomes:

- lower revenues, profits and cash flows compared to historic trends;
- charges for credit losses as a result of being unable to collect on our accounts receivable;
- additional charges from operating our manufacturing facilities at less than normal capacity;
- goodwill impairment charges; and
- delays in certain strategic projects and investments, which will delay or may eliminate the effectiveness of these strategic initiatives.

If preventative and precautionary measures and/or the distribution of vaccines do not curb the spread of COVID-19, our financial condition, results of operations and cash flows may continue to be adversely affected. Prolonged disruptions that cause deferral of elective surgical procedures may result in the following, among other potential negative outcomes:

- net losses and negative operating cash flows;

- excess inventory we cannot sell, which would result in increased inventory charges;
- our customers returning inventory to us, which would result in a reduction to our net sales;
- additional charges from operating our manufacturing facilities at less than normal capacity;
- additional goodwill impairment charges;
- failing to satisfy the covenants in any future credit facilities, which may cause any outstanding amounts to be payable immediately; and
- decreased access to capital to fund our business.

In addition, the COVID-19 pandemic has adversely affected, and we expect it to continue to adversely affect, the economies and financial markets of many countries, which may result in a period of regional, national, and global economic slowdown or regional, national, or global recessions that could further negatively affect demand for our products as hospitals curtail or delay spending and individuals experiencing unemployment and/or a loss of healthcare benefits cancel or delay elective procedures, and could also increase the risk of customer defaults or delays in payments. Our customers may terminate or amend their agreements for the purchase of our products due to bankruptcy, lack of liquidity, lack of funding, operational failures or other reasons. COVID-19 and the current financial, economic and capital markets environment, and future developments in these and other areas, present material uncertainty and risk with respect to our performance, financial condition, volume of business, results of operations and cash flows. Due to the uncertain scope and duration of the pandemic and uncertain timing of global recovery and economic normalization, we are unable to estimate the impacts on our operations and financial results.

Interruption of our manufacturing operations could adversely affect our business, financial condition and results of operations.

We and our third-party manufacturers have manufacturing sites in multiple countries around the world. In some instances, however, the manufacturing of certain of our product lines is concentrated in one or more plants. Damage to one or more of these facilities from weather or natural disaster-related events, vulnerabilities in technology, cyber-attacks against our information systems or the information systems of our business partners (such as ransomware attacks), or issues in manufacturing arising from a failure to follow specific protocols and procedures, compliance concerns relating to the FDA Quality System Regulation (21 CFR Part 820) (“QSR”) and Good Manufacturing Practice requirements, equipment breakdown or malfunction, reductions in operations and/or worker absences due to the COVID-19 pandemic or other health epidemics, or other factors could adversely affect the ability to manufacture our products. In the event of an interruption in manufacturing, we may be unable to move quickly to alternate means of producing affected products or to meet customer demand. In the event of a significant interruption, for example, as a result of a failure to follow regulatory protocols and procedures, we may experience lengthy delays in resuming production of affected products due primarily to the need for regulatory approvals. As a result, we may experience loss of market share, which we may be unable to recapture, and harm to our reputation, which could adversely affect our business, financial condition and results of operations.

Disruptions in the supply of the materials and components used in manufacturing our products or the sterilization of our products by third-party suppliers could adversely affect our business, financial condition and results of operations.

We purchase many of the materials and components used in manufacturing our products from third-party suppliers and we outsource some key manufacturing activities. Certain of these materials and components and outsourced activities can only be obtained from a single source or a limited number of sources due to quality considerations, expertise, costs or constraints resulting from regulatory requirements. In certain cases, we may not be able to establish additional or replacement suppliers for such materials or components or outsourced

activities in a timely or cost effective manner, largely as a result of FDA and other worldwide regulations that require validation of materials and components prior to their use in our products, the complex nature of many of our suppliers' manufacturing processes, and the need for clearance or approval of significant changes by worldwide regulatory bodies prior to implementation. A reduction or interruption in the supply of materials or components used in manufacturing our products, such as due to one or more suppliers experiencing reductions in operations and/or worker absences due to the COVID-19 pandemic or other health epidemics, an inability to timely develop and validate alternative sources if required, or a significant increase in the price of such materials or components could adversely affect our business, financial condition and results of operations.

In addition, many of our products require sterilization prior to sale and we utilize a mix of internal resources and contract sterilizers to perform this service. To the extent we or our contract sterilizers are unable to sterilize our products, whether due to capacity, availability of materials for sterilization, regulatory or other constraints, including federal and state regulations on the use of ethylene oxide, or reductions in operations and/or worker absences due to the COVID-19 pandemic or other health epidemics, we may be unable to transition to other contract sterilizers, sterilizer locations or sterilization methods in a timely or cost effective manner or at all, which could have a material impact on our results of operations and financial condition.

Moreover, we are subject to the SEC's rule regarding disclosure of the use of certain minerals, known as "conflict minerals" (tantalum, tin and tungsten (or their ores) and gold), which are mined from the Democratic Republic of the Congo and adjoining countries. This rule could adversely affect the sourcing, availability and pricing of materials used in the manufacture of our products, which could adversely affect our manufacturing operations and our profitability. In addition, we are incurring additional costs to comply with this rule, including costs related to determining the source of any relevant minerals and metals used in our products. We have a complex supply chain and we may not be able to sufficiently verify the origins of the minerals and metals used in our products through our due diligence procedures. As a result, we may face reputational challenges with our customers and other stakeholders.

Our success depends on our ability to effectively develop and market our products against those of our competitors.

We operate in a highly competitive environment. Our present or future products could be rendered obsolete or uneconomical by technological advances by one or more of our present or future competitors or by other therapies, including biological therapies. To remain competitive, we must continue to develop and acquire new products and technologies and improve existing products and technologies. Competition is primarily on the basis of:

- technology;
- innovation;
- quality;
- reputation;
- customer service; and
- pricing.

In markets outside of the United States, other factors influence competition as well, including:

- local distribution systems;
- complex regulatory environments; and
- differing medical philosophies and product preferences.

Our competitors may:

- have greater financial, marketing and other resources than us;
- respond more quickly to new or emerging technologies;
- undertake more extensive marketing campaigns;
- adopt more aggressive pricing policies; or
- be more successful in attracting potential customers, employees and strategic partners.

Any of these factors, alone or in combination, could cause us to have difficulty maintaining or increasing sales of our products and could materially adversely affect ZimVie's results of operations and financial condition.

To be commercially successful, we must effectively demonstrate to surgeons, dentists and hospitals the value proposition of our products and procedural solutions compared to those of our competitors.

We focus on marketing our products and procedural solutions to surgeons and dentists because of the role that they play in determining the course of patient treatment. However, hospitals are also becoming increasingly involved in the evaluation and acceptance of our products and procedural solutions. Surgeons, dentists and hospitals may not widely adopt our products and procedural solutions unless we are able to effectively educate them as to the distinctive characteristics, perceived benefits, safety and cost-effectiveness of our offerings as compared to those of our competitors. We believe that the most effective way to introduce and build market demand for our products and procedural solutions is by directly training surgeons and dentists in their use. If surgeons and dentists are not properly trained, they may misuse or ineffectively use our products and procedural solutions. This may also result in unsatisfactory patient outcomes, patient injury, negative publicity or lawsuits against us, any of which could have a significant adverse effect on our business, financial condition and results of operations.

Surgeons, dentists and hospitals may be hesitant to use and accept our products and procedural solutions for the following reasons, among others:

- lack of experience with newer less invasive surgical products and procedures;
- lack or perceived lack of evidence supporting additional patient benefits;
- perceived liability risks generally associated with the use of new products and procedures;
- existing relationships with competitors;
- limited or lack of availability of coverage and reimbursement within healthcare payment systems;
- higher pricing associated with new products and procedures;
- increased competition in procedural offerings and solutions;
- lack or perceived lack of differentiation among procedures;
- costs associated with the purchase of new products and equipment; and
- the time commitment that may be required for training.

If we are not able to effectively demonstrate to surgeons, dentists and hospitals the value proposition of our products and procedural solutions, or if surgeons, dentists and hospitals adopt competing products, our sales could significantly decrease or fail to increase, which could adversely impact our profitability and cash flow. In addition, we believe recommendations and support of our offerings by influential surgeons, dentists and other key opinion leaders are essential for market acceptance and adoption. If we are not successful in obtaining such support, surgeons, dentists and hospitals may not use our products and procedural solutions, and we may not achieve expected sales or profitability.

If we fail to retain the employees and the independent agents and distributors upon whom we rely heavily to market our products, customers may not buy our products and our revenue and profitability may decline.

Our marketing success in the United States and abroad depends significantly upon our employees', agents' and distributors' sales and service expertise in the marketplace. Many of these agents have developed professional relationships with existing and potential customers because of the agents' detailed knowledge of products and instruments. A loss of a significant number of our agents could have a material adverse effect on our business and results of operations.

If we do not introduce new products in a timely manner, our products may become obsolete over time, customers may not buy our products and our revenue and profitability may decline.

Demand for our products may change, in certain cases, in ways we may not anticipate because of:

- evolving customer needs;
- changing demographics;
- slowing industry growth rates;
- declines in the spine and dental implant markets;
- the introduction of new products and technologies;
- evolving surgical philosophies; and
- evolving industry standards.

Without the timely introduction of new products and enhancements, our products may become obsolete over time. If that happens, our revenue and operating results would suffer. The success of our new product offerings will depend on several factors, including our ability to:

- properly identify and anticipate customer needs;
- commercialize new products in a timely manner;
- manufacture and deliver instruments and products in sufficient volumes on time;
- differentiate our offerings from competitors' offerings;
- achieve positive clinical outcomes for new products;
- satisfy the increased demands by healthcare payors, providers and patients for shorter hospital stays, faster post-operative recovery and lower-cost procedures;
- innovate and develop new materials, product designs and surgical techniques; and
- provide adequate medical education relating to new products.

In addition, new materials, product designs and surgical techniques that we develop may not be accepted quickly, in some or all markets, because of, among other factors:

- entrenched patterns of clinical practice;
- the need for regulatory clearance; and
- uncertainty with respect to third-party reimbursement.

Moreover, innovations generally require a substantial investment in research and development before we can determine their commercial viability and we may not have the financial resources necessary to fund the production. In addition, even if we are able to successfully develop enhancements or new generations of our

products, these enhancements or new generations of products may not produce revenue in excess of the costs of development and they may be quickly rendered obsolete by changing customer preferences or the introduction by our competitors of products embodying new technologies or features.

If third-party payors decline to reimburse our customers for our products or reduce reimbursement levels, the demand for our products may decline and our ability to sell our products profitably may be harmed.

We sell our products and services to hospitals, surgeons, dentists and other healthcare providers, which may receive reimbursement for the healthcare services provided to their patients from third-party payors, such as domestic and international government programs, private insurance plans and managed care programs. These third-party payors may deny reimbursement if they determine that a product or service used in a procedure was not in accordance with cost-effective treatment methods, as determined by the third-party payor, or was used for an unapproved indication. Third-party payors may also decline to reimburse for experimental procedures and products.

In addition, third-party payors are increasingly attempting to contain healthcare costs by limiting both coverage and the level of reimbursement for medical products and services. If third-party payors reduce reimbursement levels or change reimbursement models for hospitals and other healthcare providers for our products, demand for our products may decline, or we may experience increased pressure to reduce the prices of our products, which could have a material adverse effect on our sales and results of operations.

We have also experienced downward pressure on product pricing and other effects of healthcare reform in our international markets. For example, China has implemented a volume-based procurement process designed to decrease prices for medical devices and other products. If key participants in government healthcare systems reduce the reimbursement levels for our products, including through political changes or transitions, our business, financial condition, results of operations and cash flows may be adversely affected.

We are subject to cost containment measures in the United States and other countries, resulting in pricing pressures.

Initiatives to limit the growth of general healthcare expenses and hospital costs are ongoing in the markets in which we do business. These initiatives are sponsored by government agencies, legislative bodies and the private sector and include price regulation and competitive pricing. For example, China has implemented a volume-based procurement process designed to decrease prices for certain medical devices and other products. Pricing pressure has also increased due to continued consolidation among healthcare providers, trends toward managed care, the shift toward governments becoming the primary payors of healthcare expenses, reductions in reimbursement levels and government laws and regulations relating to reimbursement and pricing generally.

In addition, many customers for our products have formed group purchasing organizations in an effort to contain costs. Group purchasing organizations negotiate pricing arrangements with medical supply manufacturers and distributors, and these negotiated prices are made available to a group purchasing organization’s affiliated hospitals and other members. If we are not one of the providers selected by a group purchasing organization, affiliated hospitals and other members may be less likely to purchase our products, and, if the group purchasing organization has negotiated a strict compliance contract for another manufacturer’s products, we may be precluded from making sales to members of the group purchasing organization for the duration of the contractual arrangement.

Such increased pricing pressure and cost-containment efforts could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our success largely depends on key personnel, including our senior management, and having adequate succession plans in place. We may not be able to attract, retain and develop the highly skilled employees we need to support our business, which could harm our business.

Our future performance depends, in large part, on the continued services of our senior management and other key personnel, including our ability to attract, retain and motivate key personnel. Competition for key personnel in the various localities and business segments in which we operate is intense. Our ability to attract and retain key personnel, in particular senior management, will be dependent on a number of factors, including prevailing market conditions and compensation packages offered by companies competing for the same talent. There is no guarantee that we will have the continued service of key employees whom we rely upon to execute our business strategy and identify and pursue strategic opportunities and initiatives. The loss of the services of any of our senior management or other key personnel, or our inability to attract highly qualified senior management and other key personnel, could harm our business. In particular, we may have to incur costs to replace senior officers or other key employees who leave, and our ability to execute our business strategy could be impaired if we are unable to replace such persons in a timely manner.

Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving key employees could hinder our strategic planning and execution. Further, changes in our management team may be disruptive to our business, and any failure to successfully integrate key new hires or promoted employees could adversely affect our business and results of operations.

We may not be able to effectively integrate acquired businesses into our operations or achieve expected cost savings or profitability from our acquisitions.

Our acquisitions involve numerous risks, including:

- unforeseen difficulties in integrating personnel and sales forces, operations, manufacturing, logistics, research and development, information technology, compliance, vendor management, communications, purchasing, accounting, marketing, administration and other systems and processes;
- difficulties harmonizing and optimizing quality systems and operations;
- diversion of financial and management resources from existing operations;
- unforeseen difficulties related to entering geographic regions where we do not have prior experience;
- potential loss of key employees;
- unforeseen risks and liabilities associated with businesses acquired, including any unknown vulnerabilities in acquired technology or compromises of acquired data; and
- inability to generate sufficient revenue or realize sufficient cost savings to offset acquisition or investment costs.

As a result, if we fail to evaluate and execute acquisitions properly, we might not achieve the anticipated benefits of such acquisitions, and we may incur costs in excess of what we anticipate. These risks would likely be greater in the case of larger acquisitions.

Financial, Liquidity and Tax Risks

In connection with our separation from Zimmer Biomet, we will incur substantial indebtedness and we may not be able to generate sufficient cash flows to meet all of our debt obligations, which could materially adversely affect our business, financial condition and results of operations.

We expect to incur new third-party borrowings of approximately $561 million in connection with the distribution, with approximately $501 million of the proceeds of such financing expected to be used to distribute cash to Zimmer Biomet (subject to adjustment based upon estimated cash and working capital). In addition, we

expect to enter into a $175 million revolving credit facility, which we expect to be undrawn immediately following the distribution. As a result of such transactions, we anticipate having approximately $561 million of outstanding indebtedness upon completion of the distribution. For additional information, see the section entitled “Description of Material Indebtedness.” We may also incur additional indebtedness in the future.

This significant amount of debt could potentially have important consequences to us and our debt and equity investors, including:

- requiring a substantial portion of our cash flow from operations to make interest payments on this debt following the separation;
- making it more difficult to satisfy debt service and other obligations;
- increasing future debt costs and limiting the future availability of debt financing;
- increasing our vulnerability to general adverse economic and industry conditions;
- reducing the cash flow available to fund capital expenditures and other corporate purposes and to grow our business;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry;
- placing us at a competitive disadvantage relative to our competitors that may not be as highly leveraged with debt; and
- limiting our ability to borrow additional funds as needed or take advantage of business opportunities as they arise, pay cash dividends or repurchase shares of our common stock.

To the extent that we incur additional indebtedness, the foregoing risks could increase. In addition, our actual cash requirements in the future may be greater than expected. Our cash flow from operations may not be sufficient to repay all of the outstanding debt as it becomes due, and we may not be able to borrow money, sell assets or otherwise raise funds on acceptable terms, or at all, to refinance our debt.

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures, or to dispose of material assets or operations, alter our dividend policy (if we pay dividends), seek additional debt or equity capital or restructure or refinance our indebtedness. We may not be able to effect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The instruments that will govern our indebtedness may restrict our ability to dispose of assets and may restrict the use of proceeds from those dispositions. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations when due.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, may materially adversely affect our business, financial condition and results of operations and our ability to satisfy our obligations under our indebtedness or pay dividends on our common stock.

Our ability to generate the significant amount of cash needed to pay interest and principal on our new indebtedness and our ability to refinance all or a portion of our indebtedness or obtain additional financing depends on the performance of, and distributions from, our subsidiaries.

We are a holding company, and as such have no material operations or assets other than ownership of equity interests in our subsidiaries. We depend on our subsidiaries to distribute funds to us so that we may pay

obligations and expenses, including satisfying obligations with respect to our new proposed indebtedness. Our ability to make scheduled payments on, or to refinance our obligations under, our indebtedness depends on the financial and operating performance of our subsidiaries, and their ability to make distributions and dividends to us, which, in turn, depends on their results of operations, cash flows, cash requirements, financial position and general business conditions and any legal and regulatory restrictions on the payment of dividends to which they may be subject, many of which may be beyond our control. The terms of our indebtedness may restrict the payment of dividends and the ability of subsidiaries to transfer funds to us. If we cannot receive sufficient distributions from our subsidiaries, we may not be able to meet our obligations to fund general corporate expenses or service our debt obligations.

We may have additional tax liabilities.

We are subject to income taxes in the United States and in many foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. We are regularly under audit by tax authorities. Although we believe our tax estimates are reasonable, the final determination of tax audits and any related litigation could be materially different from our historical income tax provisions and accruals. The results of an audit or litigation could have a material effect on our financial statements in the period or periods for which that determination is made.

Significant developments or uncertainties stemming from the Biden Administration and international organizations and initiatives, including potential changes in tax laws, could unfavorably impact our effective tax rate (and/or the basis on which tax is imposed) in the United States and other jurisdictions.

Pursuant to the tax proposals in the Made in America Tax Plan, American Jobs Plan, and the American Families Plan, the Biden Administration proposed an increase in the U.S. corporate income tax rate from 21% to 28%, elimination of certain tax incentives, increasing the rate of tax on certain earnings of foreign subsidiaries, imposition of an offshoring tax penalty, and a 15% minimum tax on worldwide book income. If any or all of these (or similar) proposals are ultimately enacted into law, in whole or in part, they could have a material adverse impact on our business, financial condition or results of operations.

Changes in the tax laws of the jurisdictions where we do business, including an increase in tax rates or an adverse change in the treatment of an item of income or expense, could result in a material increase in our tax expense. For example, changes in the tax laws of foreign jurisdictions could arise as a result of the “base erosion and profit shifting” project undertaken by the Organization for Economic Co-operation and Development (“OECD”). The OECD, which represents a coalition of member countries, has recommended changes to numerous long-standing tax principles. These changes, as adopted by countries, could increase tax uncertainty and may have a material adverse impact on our business, financial condition or results of operations.

Future material impairments in the carrying value of our intangible assets, including goodwill, would negatively affect our operating results.

Goodwill and intangible assets represent a significant portion of our assets. As of December 31, 2020, we had $273.7 million in goodwill and $891.0 million of intangible assets. The goodwill results from our acquisition activity and represents the excess of the consideration transferred over the fair value of the net assets acquired. Currently, only our dental reporting unit has goodwill. We assess at least annually whether events or changes in circumstances indicate that the carrying value of our intangible assets may not be recoverable. As discussed further in Note 11 to our consolidated financial statements, in the first quarter of 2020, we recorded goodwill impairment charges of $142.0 million as a result of the adverse impacts from the COVID-19 pandemic. If the operating performance at our dental reporting units falls significantly below current levels, including if elective surgical procedures are deferred for a longer period than our current expectations due to the COVID-19 pandemic, if competing or alternative technologies emerge, if market conditions or future cash flow estimates for our dental business decline, or as a result of restructuring initiatives pursuant to which we reorganize our

reporting units, we could be required to record additional impairment charges. Any write-off of a material portion of our goodwill or unamortized intangible assets would negatively affect our results of operations.

If our independent agents and distributors are characterized as employees, we would be subject to additional tax and other liabilities.

We structure our relationships with independent agents and distributors in a manner that we believe results in an independent contractor relationship, not an employee relationship. Although we believe that our independent agents and distributors are properly characterized as independent contractors, tax or other regulatory authorities may in the future challenge our characterization of these relationships. Changes in classification from independent contractor to employee can result in a change to various requirements associated with the payment of wages, tax withholding, and the provision of unemployment, health, and other traditional employer-employee related benefits. If regulatory authorities or state, federal or foreign courts were to determine that our independent agents or distributors are employees, and not independent contractors, we would be required to withhold income taxes, to withhold and pay social security, Medicare and similar taxes and to pay unemployment and other related payroll taxes. We would also be liable for unpaid past taxes and subject to penalties. As a result, any determination that our independent agents and distributors are our employees could have a material adverse effect on our business, financial condition and results of operations.

Global Operational Risks

We conduct a significant amount of our sales activity outside of the United States, which subjects us to additional business risks and may cause our profitability to decline due to increased costs.

We sell our products in 70 countries and derived approximately 30 percent of our net sales in 2020 from outside the United States. We intend to continue to pursue growth opportunities in sales internationally, including in emerging markets, which could expose us to additional risks associated with international sales and operations. Our international operations are, and will continue to be, subject to a number of risks and potential costs, including:

- changes in foreign medical reimbursement policies and programs;
- changes in foreign regulatory requirements, such as more stringent requirements for regulatory clearance of products;
- differing local product preferences and product requirements;
- fluctuations in foreign currency exchange rates;
- diminished protection of intellectual property in some countries outside of the United States;
- trade protection measures, import or export requirements, new or increased tariffs, trade embargoes and sanctions and other trade barriers, which may prevent us from shipping products to a particular market and may increase our operating costs;
- foreign exchange controls that might prevent us from repatriating cash earned in countries outside the United States;
- complex data privacy and cybersecurity requirements and labor relations laws;
- extraterritorial effects of U.S. laws such as the U.S. Foreign Corrupt Practices Act (“FCPA”);
- effects of foreign anti-corruption laws, such as the United Kingdom (“UK”) Bribery Act;
- difficulty in staffing and managing foreign operations;
- labor force instability;

- potentially negative consequences from changes in tax laws; and
- political, social and economic instability and uncertainty, including sovereign debt issues.

Violations of foreign laws or regulations could result in fines, criminal sanctions against us, our officers or our employees, prohibitions on the conduct of our business and damage to our reputation.

Conditions in the global economy, the particular markets we serve and the financial markets may adversely affect our business, results of operations and financial condition.

Our business is sensitive to general economic conditions. Slower global economic growth, actual or anticipated default on sovereign debt, changes in global trade policies, volatility in the currency and credit markets, high levels of unemployment or underemployment, reduced levels of capital expenditures, changes in government fiscal and monetary policies, government deficit reduction and budget negotiation dynamics, sequestration, other austerity measures, political and social instability, natural disasters, terrorist attacks, and other challenges that affect the global economy adversely affect us and our distributors, customers and suppliers, including having the effect of:

- reducing demand for our products and services, limiting the financing available to our customers and suppliers and increasing order cancellations;
- increasing the difficulty in collecting accounts receivable and the risk of excess and obsolete inventories;
- increasing price competition in our served markets;
- supply interruptions, which could disrupt our ability to produce our products;
- increasing the risk of impairment of goodwill and other long-lived assets, and the risk that we may not be able to fully recover the value of other assets such as real estate and tax assets; and
- increasing the risk that counterparties to our contractual arrangements will become insolvent or otherwise unable to fulfill their contractual obligations which, in addition to increasing the risks identified above, could result in preference actions against us.

In addition, adverse general economic conditions may lead to instability in U.S. and global capital and credit markets, including market disruptions, limited liquidity and interest rate volatility. If we are unable to access capital and credit markets on terms that are acceptable to us or our lenders are unable to provide financing in accordance with their contractual obligations, we may not be able to make certain investments or acquisitions or fully execute our business plans and strategies. Furthermore, our suppliers and customers are also dependent upon the capital and credit markets. Limitations on the ability of customers, suppliers or financial counterparties to access credit at interest rates and on terms that are acceptable to them could lead to insolvencies of key suppliers and customers, limit or prevent customers from obtaining credit to finance purchases of our products and services and cause delays in the delivery of key products from suppliers.

If growth in the global economy or in any of the markets we serve slows for a significant period, if there is significant deterioration in the global economy or such markets, if there is instability in global capital and credit markets, or if improvements in the global economy do not benefit the markets we serve, our business, results of operations and financial condition could be adversely affected.

We are subject to risks arising from currency exchange rate fluctuations, which can increase our costs, cause our profitability to decline and expose us to counterparty risks.

A substantial portion of our foreign revenues is generated in Europe and Japan. The U.S. Dollar value of our foreign-generated revenues varies with currency exchange rate fluctuations. Significant increases in the value of the U.S. Dollar relative to the Euro, the Japanese Yen or other currencies could have a material adverse effect on our results of operations.

Developments relating to the UK and Switzerland that could adversely affect us.

The UK's exit from the EU.

The UK ceased to be a member of the European Union (the "EU") on January 31, 2020, commonly referred to as "Brexit," and entered into a transition period which ended on December 31, 2020 (the "Transition Period"), during which terms for the future trading relationship between the EU and UK were negotiated. On December 30, 2020, the UK and the EU signed the UK-EU Trade and Cooperation Agreement, which applies provisionally (pending ratification by the Council of the European Union) with effect from the end of the Transition Period. As of the end of the Transition Period, the UK and the EU became separate and distinct legal and regulatory jurisdictions.

Brexit has resulted in certain new restrictions on the free movement of goods, services and people between the UK and the EU, through technical barriers to trade, rules of origin requirements, custom inspections, and/or migration restrictions. In terms of medical products regulation and trade, the now separate UK and EU approval and regulatory regimes may, in the near term or over time, require us to make adjustments to our business and operations that could result in significant expense and take significant time to complete. Over time, Brexit could also result in increasing regulatory and/or standards divergence between the UK and the EU, which could affect the clearance and approval of medical products in each or either jurisdiction.

Despite the UK-EU Trade and Cooperation Agreement, Brexit and the perceptions as to its potential impact have adversely affected, and may continue to adversely affect, business activity and economic conditions in the UK, Europe and globally, and could continue to contribute to instability in global financial and foreign exchange markets.

Lack of Switzerland / EU Mutual Recognition Agreement Acknowledgement of EU MDR.

The EU and Switzerland had a mutual recognition agreement ("MRA") specifying that, in respect of Medical Devices, the same rules apply with respect to the EU Medical Device Directive ("MDD"). This implies free market access between EU and Switzerland. As of May 26, 2021, the EU Medical Device Regulation ("EU MDR") became effective. However, this new regulation is not specified in the MRA despite negotiations between EU and Switzerland to amend the MRA. As a revised MRA between the EU and Switzerland is not agreed on and signed, Switzerland became another country, similar to the UK after Brexit, whereby the EU and Switzerland are no longer one market. This is now commonly being referred to as "Swexit."

For access to the EU market, this means that the Swiss-based notified body SQS (NB 1250) is no longer recognized by the EU, European Authorized Representatives cannot be based in Switzerland and Swiss manufacturers need a European Authorized Representative. For access to the Swiss market, this means full implementation of Switzerland's Medical Devices Ordinance, requiring, among other things, a Swiss-based representative, product registration with Swissmedic, and relabeling.

Given these possibilities and others we may not anticipate, as well as the lack of comparable precedent, the full extent to which we will be affected by Brexit and Swexit remains uncertain. Any of the potential negative effects of Brexit and Swexit could adversely affect our business, results of operations and financial condition.

Legal, Regulatory and Compliance Risks

If we fail to obtain, or experience significant delays in obtaining, FDA clearances or approvals for our future products or product enhancements, our ability to commercially distribute and market our products could suffer.

The process of obtaining regulatory clearances or approvals to market a medical device, particularly from the FDA, can be costly and time consuming, and there can be no assurance that such clearances or approvals will be

granted on a timely basis, if at all. In particular, the FDA permits commercial distribution of a new, non-exempt, non-Class I medical device only after the device has received clearance under Section 510(k) of the Federal Food, Drug, and Cosmetic Act ("FDCA"), or receives approval under the premarket approval application ("PMA") process. If clinical trials of our current or future product candidates do not produce results necessary to support regulatory approval, we will be unable to commercialize these products, which could have a material adverse effect on our financial results.

The FDA will clear marketing of a medical device through the 510(k) process if it is demonstrated that the new product is substantially equivalent to other 510(k)-cleared products. The PMA process is more costly, lengthy and uncertain than the 510(k) clearance process. Additionally, any modification to a 510(k)-cleared device that could significantly affect its safety or efficacy, or that would constitute a major change in its intended use, requires a new 510(k) clearance or, possibly, a PMA. The FDA requires each manufacturer to make the determination of whether a modification requires a new 510(k) notification or PMA application in the first instance, but the FDA can review any such decision. If the FDA disagrees with our decisions regarding whether new clearances or approvals are necessary, the FDA may retroactively require us to seek 510(k) clearance or PMA approval. For device modifications that we conclude do not require a new regulatory clearance or approval, we may be required to recall and to stop marketing the modified devices if the FDA or another agency disagrees with our conclusion and requires new clearances or approvals for the modifications. Our failure to comply with such regulations could lead to the imposition of injunctions, suspensions or loss of regulatory approvals, product recalls, termination of distribution, or product seizures. In the most egregious cases, criminal sanctions or closure of our manufacturing facilities are possible.

We are subject to costly and complex laws and governmental regulations relating to the development, design, product standards, packaging, advertising, promotion, post-market surveillance, manufacturing, labeling and marketing of our products, non-compliance with which could adversely affect our business, financial condition and results of operations.

Our global regulatory environment is increasingly stringent, unpredictable and complex. The products we design, develop, manufacture and market are subject to rigorous regulation.

Both before and after a product is commercially released, we have ongoing responsibilities under FDA regulations and other supranational, national, federal, regional, state and local requirements globally. Compliance with these requirements, including the QSR, recordkeeping regulations, labeling and promotional requirements and adverse event reporting regulations, is subject to continual review and is monitored rigorously through periodic inspections by the FDA and other regulators, which may result in observations (such as on Form FDA-483 ("Form 483")), and in some cases warning letters, that require corrective action, or other forms of enforcement. If the FDA or another regulator were to conclude that we are not in compliance with applicable laws or regulations, or that any of our products are ineffective or pose an unreasonable health risk, they could ban such products, detain or seize adulterated or misbranded products, order a recall, repair, replacement, or refund of payment of such products, refuse to grant pending PMA applications, refuse to provide certificates for exports, and/or require us to notify healthcare professionals and others that the products present unreasonable risks of substantial harm to the public health. Furthermore, the FDA strictly regulates the promotional claims that we may make about approved or cleared products. If the FDA determines that we have marketed or promoted a product for off-label use—uses other than those indicated on the labeling cleared by the FDA—we could be subject to fines, injunctions or other penalties. The FDA may also impose operating restrictions, including a ceasing of operations at one or more facilities, enjoin and restrain certain violations of applicable law pertaining to our products, seize products and assess civil or criminal penalties against our officers, employees or us. The FDA could also issue a corporate warning letter or a recidivist warning letter or negotiate the entry of a consent decree of permanent injunction with us, and/or recommend prosecution. Any adverse regulatory action, depending on its magnitude, may restrict us from effectively manufacturing, marketing and selling our products and could have a material adverse effect on our business, financial condition and results of operations.

Governmental regulations outside the United States continue to become increasingly stringent and complex, and our products may become subject to more rigorous regulation by non-U.S. governmental authorities in the future. In the EU, for example, the MDR went into effect in May 2021 and includes significant additional premarket and post-market requirements. Complying with the requirements of this regulation requires us to incur significant expense. Additionally, the availability of EU notified body services certified to the new requirements is limited, which may delay the marketing approval for some of our products under the MDR. Any such delays, or any failure to meet the requirements of the new regulation, could adversely impact our business in the EU and other regions that tie their product registrations to the EU requirements.

Our products and operations are also often subject to the rules of industrial standards bodies, such as the International Standards Organization. If we fail to adequately address any of these regulations, our business could be harmed.

Furthermore, if we fail to receive or maintain necessary approvals or certifications to commercialize our products in foreign jurisdictions, our business, results of operations and financial condition could be adversely affected.

If we fail to comply with healthcare fraud and abuse laws and regulations or anticorruption regulations, we could face substantial penalties and our business, operations and financial condition could be adversely affected.

The sales, marketing and pricing of products and relationships that medical products companies have with healthcare providers are under increased scrutiny around the world. Our industry is subject to various laws and regulations pertaining to healthcare fraud and abuse, including the False Claims Act, the Anti-Kickback Statute, the Stark law, the Physician Payments Sunshine Act, the Food, Drug, and Cosmetic Act and similar laws and regulations in the United States and around the world. In addition, we are subject to various laws concerning anti-corruption and anti-bribery matters (including the FCPA), sales to countries or persons subject to economic sanctions and other matters affecting our international operations. The FCPA prohibits, among other things, improper payments or offers of payments to foreign governments and their officials for the purpose of obtaining or retaining business. While we have safeguards in place to discourage improper payments or offers of payments by our employees, consultants, sales agents or distributors, these safeguards may be ineffective. In the past, Zimmer Biomet (including a subsidiary of Zimmer Biomet that will be a subsidiary of the Company following the separation and distribution) has been subject to SEC and DOJ investigation with respect to an FCPA matter, resulting in an SEC administrative cease and desist order, a deferred prosecution agreement and a plea agreement, as well as oversight for a period of time through August 2020 by an independent compliance monitor. Any violations of the FCPA and similar laws may result in severe criminal or civil sanctions, and could result in substantial costs to respond to any such violations and to comply with any such sanctions, or could lead to other liabilities or proceedings against us, and would likely harm our reputation, business, financial condition and result of operations.

Healthcare fraud and abuse laws are broad in scope and are subject to evolving interpretation, which could require us to incur substantial costs to monitor compliance or to alter our practices if they are found not to be in compliance. Violations of these laws may be punishable by criminal or civil sanctions, including substantial fines, imprisonment and exclusion from participation in governmental healthcare programs. Despite implementation of a comprehensive global healthcare compliance program, we cannot provide assurance that any of the healthcare fraud and abuse laws will not change or be interpreted in the future in a manner which restricts or adversely affects our business activities or relationships with healthcare professionals, nor can we make any assurances that authorities will not challenge or investigate our current or future activities under these laws.

Responding to government requests and investigations requires considerable resources, including the time and attention of management. If we were to become the subject of an enforcement action, it could result in negative publicity, penalties, fines, the exclusion of our products from reimbursement under federally-funded programs and/or prohibitions on our ability to sell our products, which could have a material adverse effect on our results of operations, financial condition and liquidity.

If we fail to comply with data privacy and security laws and regulations, we could face substantial penalties and our business, operations and financial condition could be adversely affected.

We are subject to federal, state and foreign data privacy and security laws and regulations that govern the processing, collection, use, disclosure, transfer, storage, disposal and protection of health-related and other personal information. The FDA has issued guidance to which we may be subject concerning data security for medical devices, including information and documentation that should be contained in premarket submissions regarding cybersecurity and post-market management and reporting of cybersecurity risks. In addition, the QSR requires device manufacturers to address cybersecurity risks, including those posed by off-the-shelf software used in their devices. The FDA and the Department of Homeland Security ("DHS") have also issued urgent safety communications regarding cybersecurity vulnerabilities of certain medical devices, which vulnerabilities may apply to some of our current or future devices.

In addition, certain of our affiliates are subject to privacy, security and breach notification regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"). HIPAA governs the use, disclosure, and security of protected health information by HIPAA "covered entities" and their "business associates." Covered entities are health plans, health care clearinghouses and health care providers that engage in specific types of electronic transactions. A business associate is any person or entity (other than members of a covered entity's workforce) that performs a service on behalf of a covered entity involving the use or disclosure of protected health information. The U.S. Department of Health and Human Services ("HHS") (through the Office for Civil Rights) has direct enforcement authority over covered entities and business associates with regard to compliance with HIPAA regulations. On December 10, 2020, HHS issued a Notice of Proposed Rulemaking ("NPR") to modify the HIPAA privacy rule. Separately, HHS (through the National Coordinator for Health Information Technology) issued a new rule, effective April 5, 2021, that limits "blocking" of electronic health information. We intend to monitor both the NPR and the "information blocking" rule and assess their impact on the use of data in our business.

In addition to the FDA, QSR and guidance and HIPAA regulations described above, a number of U.S. states have also enacted data privacy and security laws and regulations that govern the processing, collection, use, disclosure, transfer, storage, disposal, and protection of personal information, such as social security numbers, medical and financial information and other personal information. These laws and regulations may be more restrictive and not preempted by U.S. federal laws. For example, several U.S. territories and all 50 states now have data breach laws that require timely notification to individuals, and at times regulators, the media or credit reporting agencies, if a company has experienced unauthorized access or acquisition of personal information. Other state laws include the California Consumer Privacy Act ("CCPA"), which, among other things, contains new disclosure obligations for businesses that collect personal information about California residents and affords those individuals numerous rights relating to their personal information that may affect our ability to use personal information or share it with our business partners. A second law in California, the California Privacy Rights Act ("CPRA"), expands the scope of the CCPA and establishes a new California Privacy Protection Agency that will enforce the law and issue regulations. The CPRA is scheduled to take effect on January 1, 2023. On that same date, a new Virginia law, the Virginia Consumer Data Protection Act ("VCDPA"), which is similar in many respects to the CCPA, is scheduled to take effect. Under the VCDPA, it is unlawful for persons subject to the law to process what is termed "sensitive data" without the affirmative, unambiguous consent of the consumer, subject to some exceptions. "Sensitive data" includes, but is not limited to, personal health diagnosis data. The Virginia Attorney General has sole authority to enforce the VCDPA, and enforcement efforts will be supported through the creation of a Consumer Privacy Fund. Regulated entities that violate the VCPDA may be subject to maximum civil penalties of $7,500 for each violation. Colorado recently enacted somewhat similar legislation, and other states are considering enacting similar privacy laws. We will continue to monitor and assess the impact of these emerging state laws, which may impose substantial penalties for violations, impose significant costs for investigations and compliance, allow private class-action litigation and carry significant potential liability for our business.

Outside of the United States, data protection laws, including the EU General Data Protection Regulation ("GDPR") in Europe and the Lei Geral de Proteção de Dados in Brazil, also apply to our operations in those countries in which we provide services to our customers. Legal requirements in these countries relating to the collection, storage, processing and transfer of personal data continue to evolve. The GDPR imposes, among other things, data protection requirements that include strict obligations and restrictions on the ability to collect, analyze and transfer personal data regarding persons in the EU, a requirement for prompt notice of data breaches to data subjects and supervisory authorities in certain circumstances, and possible substantial fines for any violations (including possible fines for certain violations of up to the greater of 20 million Euros or 4% of total worldwide annual turnover of the preceding financial year). Governmental authorities around the world have enacted similar types of legislative and regulatory requirements concerning data protection, and additional governments are considering similar legal frameworks.

The interpretation and enforcement of the laws and regulations described above are uncertain and subject to change, and may require substantial costs to monitor and implement compliance with any additional requirements. Failure to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include substantial civil and/or criminal penalties), private litigation and/or adverse publicity and could have a material adverse impact on our business, financial condition or results of operations.

We are increasingly dependent on sophisticated information technology and if we fail to effectively maintain or protect our information systems or data, including from data breaches, our business could be adversely affected.

We are increasingly dependent on sophisticated information technology for our products, services and infrastructure. As a result of technology initiatives, expanding privacy and cybersecurity laws, changes in our system platforms and integration of new business acquisitions, we have been consolidating and integrating the number of systems we operate and have upgraded and expanded our information systems capabilities. In addition, some of our products and services incorporate software or information technology that collects data regarding patients and patient therapy, and some products or software we provide to customers connect to our systems for maintenance and other purposes. We also have outsourced elements of our operations to third parties, and, as a result, we manage a number of third-party suppliers who may or could have access to our confidential information, including, but not limited to, intellectual property, proprietary business information and personal information of patients, employees and customers (collectively "Confidential Information"). In addition, following the completion of the distribution, we will be dependent on our arrangements with Zimmer Biomet under the Transition Services Agreement to provide us with various information technology services.

Our information systems, and those of third-party suppliers with whom we contract, require an ongoing commitment of significant resources to maintain, protect and enhance existing systems and develop new systems to keep pace with continuing changes in information technology, evolving systems and regulatory standards, changing threats and vulnerabilities, and the increasing need to protect patient, customer, and other personal or confidential information. In addition, given their size and complexity, these systems could be vulnerable to service interruptions or to security breaches from inadvertent or intentional actions by our employees, third-party vendors and/or business partners, or from cyber-attacks by malicious third parties attempting to gain unauthorized access to our products, systems or Confidential Information.

Like other multinational corporations, we have experienced instances of successful phishing attacks on our email systems and expect to be subject to similar attacks in the future. We also are subject to other cyber-attacks, including state-sponsored cyber-attacks, industrial espionage, insider threats, computer denial-of-service attacks, computer viruses, ransomware and other malware, payment fraud or other cyber incidents. In addition, as a result of the COVID-19 pandemic, a significant number of our employees who are able to work remotely are doing so, and malicious cyber actors may increase malware campaigns and phishing emails targeting teleworkers, preying on the uncertainties surrounding COVID-19, which exposes us to additional cybersecurity risks. The Company

has not experienced any cyber-attack incident or breach that has materially impacted the Company. However, because of the frequently changing attack techniques, along with the increased volume and sophistication of attacks, there is the potential for the Company to be adversely impacted. Our incident response efforts, business continuity procedures and disaster recovery planning may not be sufficient for all eventualities. If we fail to maintain or protect our information systems and data integrity effectively, we could:

- lose existing customers, vendors and business partners;
- have difficulty attracting new customers;
- have problems in determining product cost estimates and establishing appropriate pricing;
- suffer outages or disruptions in our operations or supply chain;
- have difficulty preventing, detecting, and controlling fraud;
- have disputes with customers, physicians, and other healthcare professionals;
- have regulatory sanctions or penalties imposed;
- incur increased operating expenses;
- be subject to issues with product functionality that may result in a loss of data, risk to patient safety, field actions and/or product recalls;
- incur expenses or lose revenues as a result of a data privacy breach; or
- suffer other adverse consequences.

While we have invested heavily in the protection of our data and information technology, there can be no assurance that our activities related to consolidating the number of systems we operate, upgrading and expanding our information systems capabilities, protecting and enhancing our systems and implementing new systems will be successful. We will continue to dedicate significant resources to protect against unauthorized access to our systems and work with government authorities to detect and reduce the risk of future cyber incidents; however, cyber-attacks are becoming more sophisticated, frequent and adaptive. Therefore, despite our efforts, we cannot assure that cyber-attacks or data breaches will not occur or that systems issues will not arise in the future. Any significant breakdown, intrusion, breach, interruption, corruption or destruction of these systems could have a material adverse effect on our business and reputation.

Pending and future product liability claims and litigation could adversely impact our financial condition and results of operations and impair our reputation.

Our business exposes us to potential product liability risks that are inherent in the design, manufacture and marketing of medical devices. In the ordinary course of business, we are the subject of product liability lawsuits alleging that component failures, manufacturing flaws, design defects or inadequate disclosure of product-related risks or product-related information resulted in an unsafe condition or injury to patients. We are currently defending a number of product liability lawsuits and claims related to various products.

Product liability claims are expensive to defend, divert our management’s attention and, if we are not successful in defending the claim, can result in substantial monetary awards against us or costly settlements. Further, successful product liability claims made against one or more of our competitors could cause claims to be made against us or expose us to a perception that we are vulnerable to similar claims. Any product liability claim brought against us, with or without merit and regardless of the outcome or whether it is fully pursued, may result in: decreased demand for our products; injury to our reputation; significant litigation costs; product recalls; loss of revenue; the inability to commercialize new products or product candidates; and adverse publicity regarding our products. Any of these may have a material and adverse effect on our reputation with existing and potential customers and on our business, financial condition and results of operations. In addition, a recall of some of our products, whether or not the result of a product liability claim, could result in significant costs and loss of customers.

We bear the risk of warranty claims on our products.

We bear the risk of express and implied warranty claims on products we supply, including equipment and component parts manufactured by third parties. We may not be successful in claiming recovery under any warranty or indemnity provided to us by our suppliers or vendors in the event of a successful warranty claim against us by a customer or that any recovery from such vendor or supplier would be adequate. In addition, warranty claims brought by our customers related to third-party components may arise after our ability to bring corresponding warranty claims against such suppliers expire, which could result in additional costs to us. There is a risk that warranty claims made against us will exceed our warranty reserve and our business, financial condition and results of operations could be harmed.

The industries that we serve have undergone, and are in the process of undergoing, significant changes in an effort to reduce costs, which could adversely affect our business, results of operations and financial condition.

The industries that we serve have undergone, and are in the process of undergoing, significant changes in an effort to reduce costs, including the following:

- Governmental and private health care providers and payors around the world are increasingly utilizing managed care for the delivery of health care services, centralizing purchasing, limiting the number of vendors that may participate in purchasing programs, forming group purchasing organizations and integrated health delivery networks and pursuing consolidation to improve their purchasing leverage and using competitive bid processes to procure health care products and services.
- Certain of our customers, and the end-users to whom our customers supply products, rely on government funding of and reimbursement for health care products and services and research activities. The U.S. Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act, health care austerity measures in other countries and other potential health care reform changes and government austerity measures have reduced and may further reduce the amount of government funding or reimbursement available to customers or end-users of our products and services and/or the volume of medical procedures using our products and services. Other countries, as well as some private payors, also control the price of health care products, directly or indirectly, through reimbursement, payment, pricing or coverage limitations, tying reimbursement to outcomes or (in the case of governmental entities) compulsory licensing. Global economic uncertainty or deterioration can also adversely impact government funding and reimbursement.

These changes as well as other impacts from market demand, government regulations, third-party coverage and reimbursement policies and societal pressures have started changing the way health care is delivered, reimbursed and funded and may cause participants in the health care industry and related industries that we serve to purchase fewer of our products and services, reduce the prices they are willing to pay for our products and services, reduce the amounts of reimbursement and funding available for our products and services from governmental agencies or third-party payors, heighten clinical data requirements, reduce the volume of medical procedures that use our products and services, affect the acceptance rate of new technologies and products and increase our compliance and other costs. In addition, we may be excluded from important market segments or unable to enter into contracts with group purchasing organizations and integrated health networks on terms acceptable to us, and even if we do enter into such contracts, they may be on terms that negatively affect our current or future profitability. All of the factors described above could adversely affect our business, results of operations and financial condition.

We are substantially dependent on patent and other proprietary rights, and failing to protect such rights or to be successful in litigation related to our rights or the rights of others may result in our payment of significant monetary damages and/or royalty payments, negatively impact our ability to sell current or future products, or prohibit us from enforcing our patent and other proprietary rights against others.

Claims of intellectual property infringement and litigation regarding patent and other intellectual property rights are commonplace in our industry and are frequently time consuming and costly. At any given time, we may be

involved as either plaintiff or defendant in a number of patent infringement actions, the outcomes of which may not be known for prolonged periods of time. While it is not possible to predict the outcome of patent and other intellectual property litigation, such litigation could result in our payment of significant monetary damages and/or royalty payments, negatively impact our ability to sell current or future products, or prohibit us from enforcing our patent and proprietary rights against others, which could have a material adverse effect on our business and results of operations.

Our success depends in part on our proprietary technology, processes, methodologies and information. We rely on a combination of patent, copyright, trademark, trade secret and other intellectual property laws and nondisclosure, license, assignment and confidentiality arrangements to establish, maintain and protect our proprietary rights, as well as the intellectual property rights of third parties whose assets we license. However, the steps we have taken to protect our intellectual property rights, and the rights of those from whom we license intellectual property, may not be adequate to prevent unauthorized use, misappropriation or theft of our intellectual property. Further, our currently pending or future patent applications may not result in patents being issued to us, patents issued to or licensed by us in the past or in the future may be challenged or circumvented by competitors, and such patents may be found invalid, unenforceable or insufficiently broad to protect our technology or to provide us with any competitive advantage. Third parties could obtain patents that may require us to negotiate licenses to conduct our business, and the required licenses may not be available on reasonable terms or at all. We also cannot be certain that others will not independently develop substantially equivalent proprietary information.

In addition, intellectual property laws differ in various jurisdictions in which we operate and are subject to change at any time, which could further restrict our ability to protect our intellectual property and proprietary rights. In particular, a portion of our revenues is derived from jurisdictions where adequately protecting intellectual property rights may prove more challenging or impossible. We may also not be able to detect unauthorized uses or take timely and effective steps to remedy unauthorized conduct. To prevent or respond to unauthorized uses of our intellectual property, we might be required to engage in costly and time-consuming litigation or other proceedings and we may not ultimately prevail. Any failure to establish, maintain or protect our intellectual property or proprietary rights could have a material adverse effect on our business, financial condition, or results of operations.

We are involved in legal proceedings that may result in adverse outcomes.

In addition to intellectual property and product liability claims and lawsuits, we are involved in various commercial litigation and claims and other legal proceedings that arise from time to time in the ordinary course of our business. Given the uncertain nature of legal proceedings generally, we are not able in all cases to estimate the amount or range of loss that could result from an unfavorable outcome. We could in the future incur judgments or enter into settlements of claims that could have a material adverse effect on our results of operations in any particular period.

Our business involves the use of hazardous materials and we and our third-party manufacturers must comply with environmental laws and regulations, which may be expensive and restrict how we do business.

Our third-party manufacturers' activities and our own activities involve the controlled storage, use and disposal of hazardous materials or materials that can become hazardous as result of the manufacturing process. We and our manufacturers are subject to federal, state, local and foreign laws and regulations governing the use, generation, manufacture, storage, handling and disposal of these hazardous materials. Although we believe that our safety procedures for handling and disposing of these materials and waste products comply with the standards prescribed by these laws and regulations, we cannot eliminate the risk of accidental injury or contamination from the use, storage, handling or disposal of hazardous materials. In the event of an accident, state or federal or other applicable authorities may curtail our use of these materials and interrupt our business operations. In addition, if an accident or environmental discharge occurs, or if we discover contamination caused

by prior operations, including by prior owners and operators of properties we acquire, we could be liable for cleanup obligations, damages and fines. If such unexpected costs are substantial, this could significantly harm our financial condition and results of operations.

Risks Related to the Separation and the Distribution

We have no history of operating as an independent, public company, and our historical and pro forma financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.

Our *pro forma* financial information included in this information statement is derived from the consolidated financial statements and accounting records of Zimmer Biomet and ZimVie (a direct, wholly owned subsidiary of Zimmer Biomet). Accordingly, the *pro forma* financial information included in this information statement does not necessarily reflect the financial condition, results of operations and cash flows that we would have achieved as a separate, publicly traded company during the periods presented or those that we will achieve in the future primarily as a result of the factors described below:

- Until the distribution, our business will be operated by Zimmer Biomet as part of its broader corporate organization, rather than as an independent company. Zimmer Biomet or one of its affiliates currently performs certain corporate functions for us. Our historical financial results reflect allocations of corporate expenses from Zimmer Biomet for such functions. We consider the expense methodology and resulting allocation to be reasonable; however, the allocations may not be indicative of actual expense that would have been incurred had we operated as an independent, publicly traded company and our actual expense may be significantly different from such allocations.
- Currently, our business is integrated with the other businesses of Zimmer Biomet. We have shared economies of scope and scale in costs, employees and vendor relationships. Although we will enter into a transition services agreement, a transition manufacturing and supply agreement and a reverse transition manufacturing and supply agreement with Zimmer Biomet prior to the distribution, these arrangements may not retain or fully capture the benefits that we have enjoyed as a result of being integrated with Zimmer Biomet and may result in us paying higher charges than in the past for these services. This could have a material adverse effect on our business, financial condition, results of operations and cash flows following the completion of the distribution.
- Generally, our working capital requirements and capital for our general corporate purposes, including acquisitions and capital expenditures, have in the past been satisfied as part of the corporate-wide cash management policies of Zimmer Biomet. Following the completion of the distribution, we may need to obtain financing from banks, through public offerings or private placements of debt or equity securities, strategic relationships or other arrangements, which may or may not be available and may be more costly.
- After the completion of the distribution, the cost of capital for our business may be higher than Zimmer Biomet's cost of capital prior to the distribution.
- As a public company, we will become subject to the reporting requirements of the Securities Exchange Act of 1934 ("Exchange Act"), the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act and will be required to prepare our financial statements according to the rules and regulations required by the SEC. Complying with these requirements could result in significant costs and require us to divert substantial resources, including management time, from other activities.

Other significant changes may occur in our cost structure, management, financing and business operations as a result of operating as a company separate from Zimmer Biomet. For additional information about the past financial performance of our business and the basis of presentation of the historical combined financial statements and the unaudited *pro forma* combined financial information, see the sections entitled "Unaudited Pro

Forma Combined Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and accompanying notes included elsewhere in this information statement.

The combined market value following the distribution of [●] share of ZimVie common stock and [●] shares of Zimmer Biomet common stock may not equal or exceed the pre-distribution value of [●] shares of Zimmer Biomet common stock.

There can be no assurance that following the distribution the aggregate market value of [●] share of ZimVie common stock and [●] shares of Zimmer Biomet common stock will be higher than, lower than or the same as the market value of [●] shares of Zimmer Biomet common stock if the separation did not occur.

If the distribution, together with certain related transactions, does not qualify as a transaction that is generally tax-free for U.S. federal income tax purposes, we, Zimmer Biomet, and Zimmer Biomet stockholders could be subject to significant tax liabilities and, in certain circumstances, we could be required to indemnify Zimmer Biomet for material taxes and other related amounts pursuant to indemnification obligations under the tax matters agreement.

It is a condition to the distribution that the private letter ruling from the IRS regarding certain U.S. federal income tax matters relating to the separation and distribution received by Zimmer Biomet remain valid and be satisfactory to the Zimmer Biomet board of directors and that the Zimmer Biomet board of directors receive one or more opinions from its tax advisors, in each case satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and the distribution. The receipt and continued effectiveness of the IRS private letter ruling and the opinion(s) of tax advisors are separate conditions to the distribution, either or both of which may be waived by Zimmer Biomet in its sole and absolute discretion. The IRS private letter ruling and the opinion(s) of tax advisors will be based upon and rely on, among other things, the continuing validity of such private letter ruling, various facts and assumptions, as well as certain representations, statements and undertakings of Zimmer Biomet and us, including those relating to the past and future conduct of Zimmer Biomet and us. If any of these representations, statements or undertakings is, or becomes, inaccurate or incomplete, or if Zimmer Biomet or we breach any of the representations or covenants contained in any of the separation-related agreements and documents or in any documents relating to the IRS private letter ruling and/or the opinion(s) of tax advisors, the IRS private letter ruling and/or the opinion(s) of tax advisors may be invalid and the conclusions reached therein could be jeopardized.

Notwithstanding receipt of the IRS private letter ruling and the opinion(s) of tax advisors, the IRS could determine that the distribution and/or certain related transactions should be treated as taxable transactions for U.S. federal income tax purposes if it determines that any of the representations, assumptions, or undertakings upon which the IRS private letter ruling or the opinion(s) of tax advisors were based are false or have been violated. In addition, neither the IRS private letter ruling nor the opinion(s) of tax advisors will address all of the issues that are relevant to determining whether the distribution, together with certain related transactions, qualifies as a transaction that is generally tax-free for U.S. federal income tax purposes. Further, the opinion(s) of tax advisors represent the judgment of such tax advisors and are not binding on the IRS or any court, and the IRS or a court may disagree with the conclusions in the opinion(s) of tax advisors. Accordingly, notwithstanding receipt by Zimmer Biomet of the IRS private letter ruling and the opinion(s) of tax advisors, there can be no assurance that the IRS will not assert that the distribution and/or certain related transactions do not qualify for tax-free treatment for U.S. federal income tax purposes or that a court would not sustain such a challenge. In the event the IRS were to prevail in such challenge, Zimmer Biomet, we and Zimmer Biomet stockholders could be subject to significant U.S. federal income tax liability.

If the distribution, together with related transactions, fails to qualify as a transaction that is generally tax-free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986 (the "Code"), in general, for U.S. federal income tax purposes, Zimmer Biomet would recognize taxable gain as if it

had sold ZimVie common stock in a taxable sale for its fair market value (unless Zimmer Biomet and we jointly make an election under Section 336(e) of the Code with respect to the distribution, in which case, in general, (a) the Zimmer Biomet group would recognize taxable gain as if we had sold all of our assets in a taxable sale in exchange for an amount equal to the fair market value of ZimVie common stock and the assumption of all our liabilities and (b) we would obtain a related step-up in the basis of our assets) and, if the distribution fails to qualify as a transaction that is generally tax-free for U.S. federal income tax purposes under Section 355, in general, for U.S. federal income tax purposes, Zimmer Biomet stockholders who receive our shares in the distribution would be subject to tax as if they had received a taxable distribution equal to the fair market value of such shares. For additional information, see the section entitled "Material U.S. Federal Income Tax Consequences."

Under the tax matters agreement that Zimmer Biomet will enter into with us, we may be required to indemnify Zimmer Biomet against any additional taxes and related amounts resulting from (a) an acquisition of all or a portion of our equity securities or assets, whether by merger or otherwise (and regardless of whether we participated in or otherwise facilitated the acquisition), (b) other actions or failures to act by us or (c) any inaccuracy or breach of our representations, covenants or undertakings contained in any of the separation-related agreements and documents or in any documents relating to the IRS private letter ruling and/or the opinion(s) of tax advisors. Any such indemnity obligations, including the obligation to indemnify Zimmer Biomet for taxes resulting from the distribution and certain related transactions not qualifying as tax-free, could be material.

U.S. federal income tax consequences may restrict our ability to engage in certain desirable strategic or capital-raising transactions after the separation.

Under current law, a separation can be rendered taxable to Zimmer Biomet and its stockholders as a result of certain post-separation acquisitions of shares or assets of ZimVie. For example, a separation may result in taxable gain to Zimmer Biomet under Section 355(e) of the Code if the separation were later deemed to be part of a plan (or series of related transactions) pursuant to which one or more persons acquire, directly or indirectly, shares representing a 50 percent or greater interest (by vote or value) in ZimVie. To preserve the U.S. federal income tax treatment of the separation and distribution, and in addition to our indemnity obligation described above, the tax matters agreement will restrict us, for the two-year period following the distribution, except in specific circumstances, from:

- entering into any transaction pursuant to which all or a portion of ZimVie common stock or assets would be acquired, whether by merger or otherwise;
- issuing equity securities beyond certain thresholds;
- repurchasing shares of our capital stock other than in certain open-market transactions;
- ceasing to actively conduct certain aspects of our business; and/or
- taking or failing to take any other action that would jeopardize the expected U.S. federal income tax treatment of the distribution and certain related transactions.

These restrictions may limit our ability to pursue certain strategic transactions or other transactions that we may believe to be in the best interests of our stockholders or that might increase the value of our business.

Until the separation and distribution occur, the Zimmer Biomet board of directors has sole and absolute discretion to change the terms of the separation and distribution in ways that may be unfavorable to us or waive any condition to the separation and distribution.

Until the separation and distribution occur, we will continue to be a direct, wholly owned subsidiary of Zimmer Biomet. Accordingly, Zimmer Biomet will have the sole and absolute discretion to determine and change the terms of the separation and distribution, including the establishment of the record date for the distribution and the distribution date. Zimmer Biomet may also waive any condition to the distribution in its sole and absolute

discretion. These changes could be unfavorable to us. See the section entitled "Material U.S. Federal Income Tax Consequences" for a discussion of the U.S. federal income tax consequences for us and our stockholders that may arise if Zimmer Biomet waives the IRS private letter ruling and/or opinion(s) of tax advisors conditions and the distribution is treated as a taxable transaction for U.S. federal income tax purposes. In addition, Zimmer Biomet may decide at any time not to proceed with the separation and distribution.

The transfer to us by Zimmer Biomet of certain contracts, permits and other assets and rights may require the consents or approvals of, or provide other rights to, third parties and governmental authorities. If such consents or approvals are not obtained, we may not be entitled to the benefit of such contracts, permits and other assets and rights, which could increase our expenses or otherwise harm our business and financial performance.

The separation agreement will provide that certain contracts, permits and other assets and rights are to be transferred from Zimmer Biomet or its subsidiaries to ZimVie or its subsidiaries in connection with the separation. The transfer of certain of these contracts, permits and other assets and rights may require consents or approvals of third parties or governmental authorities or provide other rights to third parties. In addition, in some circumstances, we and Zimmer Biomet are joint beneficiaries of contracts, and we and Zimmer Biomet may need the consents of third parties in order to split or separate the existing contracts or the relevant portion of the existing contracts to us or Zimmer Biomet.

Some parties may use consent requirements or other rights to seek to terminate contracts or obtain more favorable contractual terms from us, which, for example, could take the form of adverse price changes, require us to expend additional resources in order to obtain the services or assets previously provided under the contract, or require us to seek arrangements with new third parties or obtain letters of credit or other forms of credit support. If we are unable to obtain required consents or approvals, we may be unable to obtain the benefits, permits, assets and contractual commitments that are intended to be allocated to us as part of our separation from Zimmer Biomet, and we may be required to seek alternative arrangements to obtain services and assets which may be more costly and/or of lower quality. The termination or modification of these contracts or permits or the failure to timely complete the transfer or separation of these contracts or permits could negatively impact our business, financial condition, results of operations and cash flows.

We may not achieve some or all of the expected benefits of the separation, and the separation may materially and adversely affect our financial position, results of operations and cash flows.

We may be unable to achieve the full strategic and financial benefits expected to result from the separation, or such benefits may be delayed or not occur at all. The separation and distribution are expected to provide the following benefits, among others:

- a distinct investment identity allowing investors to evaluate the merits, strategy, performance and future prospects of our business separately from Zimmer Biomet;
- more efficient allocation of capital for both Zimmer Biomet and us;
- enhanced management focus to more effectively pursue distinct operating priorities and strategies at Zimmer Biomet and ZimVie;
- direct access for our business to the capital markets, while at the same time creating an independent equity structure that will facilitate our ability to execute future acquisitions utilizing ZimVie common stock; and
- facilitation of incentive compensation arrangements for employees and management that are more directly tied to the performance of the relevant company's business, and enhancement of employee hiring and retention by, among other things, improving the alignment of management and employee incentives with performance and growth objectives.

We may not achieve these and other anticipated benefits for a variety of reasons, including, among others that: (a) the separation will require significant amounts of management's time and effort, which may divert management's attention from operating and growing our business; (b) following the separation and distribution, we may be more susceptible to market fluctuations and other adverse events than if we were still a part of Zimmer Biomet; (c) following the separation and distribution, our business will be less diversified than Zimmer Biomet's business prior to the separation and distribution; and (d) the other actions required to separate Zimmer Biomet's and our respective businesses could disrupt our operations. If we fail to achieve some or all of the benefits expected to result from the separation, or if such benefits are delayed, it could have a material adverse effect on our financial position, results of operations and cash flows.

Zimmer Biomet or we may fail to perform under various transaction agreements that will be executed as part of the separation, or we may fail to have necessary systems and services in place when certain of the transaction agreements expire.

In connection with the separation and prior to the distribution, we and Zimmer Biomet will enter into a separation agreement and will also enter into various other agreements, including a transition services agreement, a tax matters agreement, an employee matters agreement, an intellectual property matters agreement, a transitional trademark license agreement, a transition manufacturing and supply agreement and a reverse transition manufacturing and supply agreement. The separation agreement, the tax matters agreement, the employee matters agreement, the intellectual property matters agreement and the transitional trademark license agreement will determine the allocation of assets, rights and liabilities between the companies following the separation for those respective areas and will include any necessary indemnifications related to liabilities and obligations. The transition services agreement will provide for the performance of certain services by Zimmer Biomet for the benefit of us for a limited period of time after the separation. Additionally, we will manufacture certain products for Zimmer Biomet on a transitional basis and Zimmer Biomet will manufacture certain products for us. We will rely on Zimmer Biomet to satisfy its obligations under these agreements. If Zimmer Biomet is unable to satisfy its obligations under these agreements, including its indemnification obligations, we could incur operational difficulties or losses. Upon expiration of the transition services agreement, the transition manufacturing and supply agreement and the reverse transition manufacturing and supply agreement, each of the services that are covered in such agreements will have to be provided internally or by third parties. If we do not have agreements with other providers of these services once certain transaction agreements expire or terminate, we may not be able to operate our business effectively, which may have a material adverse effect on our financial position, results of operations and cash flows.

The terms we will receive in our agreements with Zimmer Biomet could be less beneficial than the terms we may have otherwise received from unaffiliated third parties.

The agreements we will enter into with Zimmer Biomet in connection with the separation, including the separation agreement, a transition services agreement, a tax matters agreement, an employee matters agreement, an intellectual property matters agreement, a transitional trademark license agreement, a transition manufacturing and supply agreement, a reverse transition manufacturing and supply agreements and a stockholder and registration rights agreement, were prepared in the context of the separation while ZimVie was still a wholly owned subsidiary of Zimmer Biomet. Accordingly, ZimVie did not have a board of directors or a management team that were independent of Zimmer Biomet. As a result of these factors, the terms of those agreements may not reflect terms that would have resulted from arm's-length negotiations between unaffiliated third parties. For additional information, see the section entitled "Certain Relationships and Related Person Transactions."

Following the distribution, certain members of management, directors and stockholders will hold stock in both Zimmer Biomet and our Company, and as a result, may face actual or potential conflicts of interest.

After the distribution, the management and directors of each of Zimmer Biomet and ZimVie may own both Zimmer Biomet common stock and ZimVie common stock. This ownership overlap could create, or appear to

create, potential conflicts of interest when our management and directors and Zimmer Biomet's management and directors face decisions that could have different implications for us and Zimmer Biomet. For example, potential conflicts of interest could arise in connection with the resolution of any dispute between Zimmer Biomet and us regarding the terms of the agreements governing the distribution and our relationship with Zimmer Biomet thereafter. These agreements include the separation and distribution agreement, the tax matters agreement, the employee matters agreement, the intellectual property matters agreement, the transition services agreement, the transitional trademark license agreement, the transition manufacturing and supply agreement, the reverse transition manufacturing and supply agreement, the stockholder and registration rights agreement and any commercial agreements between the parties or their affiliates. Potential conflicts of interest may also arise out of any commercial arrangements that we or Zimmer Biomet may enter into in the future.

No vote of Zimmer Biomet stockholders is required in connection with the separation and distribution.

No vote of Zimmer Biomet stockholders is required in connection with the separation and distribution. Accordingly, if this transaction occurs and you do not want to receive ZimVie common stock in the distribution, your only recourse will be to divest yourself of your Zimmer Biomet common stock prior to the record date for the distribution or to sell your Zimmer Biomet common stock in the "regular way" market in between the record date and the distribution date.

As an independent, publicly traded company, we may not enjoy the same benefits that we did as part of Zimmer Biomet.

Historically, our businesses have been operated as business segments of Zimmer Biomet, and Zimmer Biomet performed substantially all the corporate functions for our operations, including managing financial and human resources systems, internal auditing, investor relations, treasury services, accounting functions, finance and tax administration, benefits administration, legal, regulatory, and corporate branding functions.

Following the distribution, Zimmer Biomet will provide support to us with respect to certain of these functions on a transitional basis. We will need to replicate certain facilities, systems, infrastructure and personnel to which we will no longer have access after the distribution and will likely incur capital and other costs associated with developing and implementing our own support functions in these areas. Such costs could be material.

As an independent, publicly traded company, we may become more susceptible to market fluctuations and other adverse events than we would have been were we still a part of Zimmer Biomet. As part of Zimmer Biomet, we have been able to enjoy certain benefits from Zimmer Biomet's operating diversity and available capital for investments. As an independent, publicly traded company, we will not have similar operating diversity and may not have similar access to capital markets, which could have a material adverse effect on our financial position, results of operations and cash flows.

In connection with our separation from Zimmer Biomet, Zimmer Biomet will indemnify us for certain liabilities and we will indemnify Zimmer Biomet for certain liabilities. If we are required to pay under these indemnities to Zimmer Biomet, our financial results could be negatively impacted. The Zimmer Biomet indemnity may not be sufficient to hold us harmless from the full amount of liabilities for which Zimmer Biomet will be allocated responsibility, and Zimmer Biomet may not be able to satisfy its indemnification obligations in the future.

Pursuant to the separation agreement and certain other agreements with Zimmer Biomet, Zimmer Biomet will agree to indemnify us for certain liabilities, and we will agree to indemnify Zimmer Biomet for certain liabilities, in certain cases for uncapped amounts, as discussed further in "Certain Relationships and Related Person Transactions." Indemnities that we may be required to provide Zimmer Biomet may not be subject to any cap, may be significant and could negatively impact our business, particularly with respect to indemnities provided in the tax matters agreement (as described in more detail above). Third parties could also seek to hold us

responsible for any of the liabilities that Zimmer Biomet has agreed to retain. Any amounts we are required to pay pursuant to these indemnification obligations and other liabilities could require us to divert cash that would otherwise have been used operating our business. Further, the indemnity from Zimmer Biomet may not be sufficient to protect us against the full amount of such liabilities, and Zimmer Biomet may not be able to fully satisfy its indemnification obligations. Moreover, even if we ultimately succeed in recovering from Zimmer Biomet any amounts for which we are held liable, we may be temporarily required to bear these losses ourselves. Each of these risks could have a material adverse effect on our financial position, results of operations and cash flows.

The allocation of intellectual property rights among us and Zimmer Biomet as part of the separation could adversely impact our competitive position and our ability to develop and commercialize certain future products and services.

In connection with the separation, we are entering into an intellectual property matters agreement with Zimmer Biomet governing, among other things, the allocation of intellectual property rights related to our respective businesses. As a result of the separation and such allocation, we will no longer have an ownership interest in certain intellectual property rights, but will become a non-exclusive licensee of such rights. This loss of the ownership of certain intellectual property rights could adversely affect our ability to maintain our competitive position through the enforcement of these rights against third parties that infringe these rights. In addition, we may lose our ability to license these rights to third parties in exchange for a license to such third parties' rights we may need to operate our business.

The terms of the intellectual property matters agreement also include cross-licenses among the parties of certain intellectual property rights owned by ZimVie and Zimmer Biomet and needed for the continuation of the operations of the ZimVie businesses and the Zimmer Biomet core orthopedic businesses, respectively. The licenses granted to us by Zimmer Biomet are nonexclusive and, accordingly, Zimmer Biomet could license such licensed intellectual property rights to our competitors, which could adversely affect our competitive position in the industry. Moreover, our use of the intellectual property rights licensed to us by Zimmer Biomet will be restricted to existing products (and derivative products) in certain fields of use related to our business. The limited nature of such licenses, and the other rights granted to ZimVie pursuant to the intellectual property matters agreement, may not provide us with all the intellectual property rights that ZimVie currently holds or may need as our business changes in the future. Accordingly, if we were to expand our business to include new products and services outside of our current fields of use, we will not have the benefit of such licenses for such new products or services. As a result, it may be necessary for us to develop our technology independently of such licensed rights, which could make it more difficult, time consuming and/or expensive for us to develop and commercialize certain new products and services.

Potential liabilities may arise due to fraudulent transfer considerations, which would adversely affect our financial condition and results of operations.

In connection with the separation (including the internal reorganization), Zimmer Biomet has undertaken and will undertake several corporate reorganization transactions involving its subsidiaries which, along with the distribution, may be subject to various fraudulent conveyance and transfer laws. If, under these laws, a court were to determine that, at the time of the separation, any entity involved in these reorganization transactions or the separation:

- (1) was insolvent, was rendered insolvent by reason of the separation, or had remaining assets constituting unreasonably small capital, and (2) received less than fair consideration in exchange for the distribution; or
- intended to incur, or believed it would incur, debts beyond its ability to pay those debts as they matured,

then the court could void the separation and distribution, in whole or in part, as a fraudulent conveyance or transfer. The court could then require our stockholders to return to Zimmer Biomet some or all of the shares of

ZimVie common stock issued in the distribution, or require Zimmer Biomet or ZimVie, as the case may be, to fund liabilities of the other company for the benefit of creditors. The measure of insolvency will vary depending upon the jurisdiction and the applicable law. Generally, however, an entity would be considered insolvent if the fair value of its assets was less than the amount of its liabilities (including the probable amount of contingent liabilities), or if it incurred debt beyond its ability to repay the debt as it matures. No assurance can be given as to what standard a court would apply to determine insolvency or that a court would determine that ZimVie or any of its subsidiaries were solvent at the time of or after giving effect to the distribution.

Risks Related to ZimVie Common Stock

We cannot be certain that an active trading market for our shares of common stock will develop or be sustained after the distribution, and following the distribution, our stock price may fluctuate significantly.

A public market for our shares of common stock does not currently exist. We anticipate that on or about the record date for the distribution, trading in shares of ZimVie common stock will begin on a "when-issued" basis, which will continue through the distribution date. However, we cannot guarantee that an active trading market will develop or be sustained for shares of ZimVie common stock after the distribution. Nor can we predict the prices at which shares of ZimVie common stock may trade after the distribution. Similarly, we cannot predict the effect of the distribution on the trading prices of shares of ZimVie common stock or whether the combined market value of the shares of ZimVie common stock and Zimmer Biomet common stock will be less than, equal to or greater than the market value of shares of Zimmer Biomet common stock prior to the distribution.

Until the market has fully evaluated Zimmer Biomet's remaining businesses without ZimVie, the price at which shares of Zimmer Biomet common stock trade may fluctuate more significantly than might otherwise be typical, even with other market conditions, including general volatility, held constant. Similarly, until the market has fully evaluated our business as a stand-alone entity, the prices at which shares of ZimVie common stock trade may fluctuate more significantly than might otherwise be typical, even with other market conditions, including general volatility, held constant. The increased volatility of our stock price following the distribution may have a material adverse effect on our business, financial condition and results of operations.

The market price of shares of ZimVie common stock may decline or fluctuate significantly due to a number of factors, some of which may be beyond our control, including:

- actual or anticipated fluctuations in our operating results;
- declining operating revenues derived from our core business;
- the operating and stock price performance of comparable companies;
- changes in our stockholder base due to the separation; and
- changes in the regulatory and legal environment in which we operate.

If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for ZimVie common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. We do not currently have and may never obtain research coverage for ZimVie common stock. If there is no research coverage of ZimVie common stock, the trading price for shares of ZimVie common stock may be negatively impacted. If we obtain research coverage for ZimVie common stock and if one or more of the analysts downgrades our stock or publishes misleading or unfavorable research about our business, our stock price would likely decline. If one or more of the analysts ceases coverage of ZimVie common stock or fails to publish reports on us regularly, demand for ZimVie common stock could decrease, which could cause the stock price or trading volume of ZimVie common stock to decline.

If we are unable to implement and maintain effective internal control over financial reporting in the future, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock may be negatively affected.

As a public company, we will be required to maintain internal controls over financial reporting and to report any material weaknesses in such internal controls. In addition, beginning with our second annual report on Form 10-K, we expect we will be required to furnish a report by management on the effectiveness of our internal control over financial reporting, pursuant to Section 404 of the Sarbanes-Oxley Act. Our independent registered public accounting firm will also be required to express an opinion as to the effectiveness of our internal control over financial reporting. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed or operating.

The process of designing, implementing, and testing the internal control over financial reporting required to comply with this obligation is time consuming, costly, and complicated. If we identify material weaknesses in our internal control over financial reporting, if we are unable to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner or to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock could be negatively affected, and we could become subject to investigations by the stock exchange on which our securities are listed, the SEC, or other regulatory authorities, which could require additional financial and management resources.

The market price of shares of our common stock may be volatile, which could cause the value of your investment to decline.

Even if a trading market develops, the market price of our common stock may be highly volatile and could be subject to wide fluctuations. Securities markets worldwide experience significant price and volume fluctuations. This market volatility, as well as general economic, market or political conditions, could reduce the market price of shares of our common stock regardless of our operating performance. In addition, our operating results could be below the expectations of public market analysts and investors due to a number of potential factors, including variations in our quarterly operating results or dividends, if any, to stockholders, additions or departures of key management personnel, failure to meet analysts' earnings estimates, publication of research reports about our industry, litigation and government investigations, changes or proposed changes in laws or regulations or differing interpretations or enforcement thereof affecting our business, adverse market reaction to any indebtedness we may incur or securities we may issue in the future, changes in market valuations of similar companies or speculation in the press or investment community, announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures or capital commitments, adverse publicity about the industries we participate in or individual scandals, and in response the market price of shares of our common stock could decrease significantly.

In the past few years, stock markets have experienced extreme price and volume fluctuations. In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. Such litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

We do not expect to pay any cash dividends for the foreseeable future.

We currently intend to retain future earnings to finance the operation and expansion of our business. As a result, we do not expect to pay any cash dividend for the foreseeable future. All decisions regarding the payment of dividends will be made by our board of directors from time to time in accordance with applicable law. There can be no assurance that we will have sufficient surplus under Delaware law to be able to pay any dividends at any

time in the future. This may result from extraordinary cash expenses, actual expenses exceeding contemplated costs, funding of capital expenditures or increases in reserves. If we do not pay dividends, the price of the shares of ZimVie common stock that you receive in the distribution must appreciate for you to receive a gain on your investment. This appreciation may not occur. Further, you may have to sell some or all of your shares of ZimVie common stock to generate cash flow from your investment.

There may be substantial changes in our stockholder base.

Many investors receiving shares of ZimVie common stock pursuant to the distribution may hold those shares because of a decision to invest in a company with Zimmer Biomet's profile. Following the distribution, the shares of ZimVie common stock held by those investors will represent an investment in a company focused on the spine and dental industries, with a different profile. This may not be aligned with a holder's investment strategy and may cause the holder to sell the shares of ZimVie common stock they receive in the distribution. As a result, our stock price may decline or experience volatility as our stockholder base changes.

Your percentage of ownership in our Company may be diluted in the future.

In the future, your percentage ownership in our Company may be diluted because of existing equity awards and equity awards that we will be granting to our directors, officers, employees and consultants or otherwise as a result of equity issuances for acquisitions or capital market transactions. Further, we anticipate our Compensation Committee will grant additional stock-based awards to our employees after the distribution. Such awards will have a dilutive effect on our earnings per share, which could adversely affect the market price of shares of ZimVie common stock. From time to time, we will issue additional stock-based awards to our employees under our employee benefits plans.

In addition, our certificate of incorporation will authorize us to issue, without the approval of our stockholders, one or more classes or series of preferred stock that have such designation, powers, preferences and relative, participating, optional and other special rights, including preferences over ZimVie common stock respecting dividends and distributions, as our board of directors generally may determine. The terms of one or more classes or series of preferred stock could dilute the voting power or reduce the value of ZimVie common stock. Similarly, the repurchase or redemption rights or liquidation preferences we could assign to holders of preferred stock could affect the residual value of the common stock. For a more detailed description of our common and preferred stock, see the section entitled "Description of Our Capital Stock."

Our certificate of incorporation will designate a state or federal court located in the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could discourage lawsuits against us and our directors and officers.

Our certificate of incorporation will provide that, unless we consent in writing to an alternative forum, a state or federal court located in the State of Delaware will be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of ours to us or our stockholders, (iii) any action asserting a claim against us or any director, officer or other employee arising pursuant to any provision of the Delaware General Corporation Law, as amended (the "DGCL"), or our certificate of incorporation or bylaws (as either may be amended from time to time), or (iv) any action asserting a claim against us or any director, officer or other employee of ours governed by the internal affairs doctrine. This exclusive forum provision may limit the ability of our stockholders to bring a claim in a judicial forum that such stockholders find favorable for disputes with our Company or our directors or officers, which may discourage such lawsuits against us and our directors and officers. Alternatively, if a court outside of Delaware were to find this exclusive forum provision inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings described above, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

Section 22 of the Securities Act, creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our certificate of incorporation will provide that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. However, since Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty of liability created by the Exchange Act or the rules and regulations thereunder, our certificate of incorporation will further provide that the exclusive forum provision does not apply to actions arising under the Exchange Act or the rules and regulations thereunder.

This exclusive forum provision may limit the ability of a stockholder to commence litigation in a forum that the stockholder prefers, or may require a stockholder to incur additional costs in order to commence litigation in Delaware or U.S. federal district courts, each of which may discourage such lawsuits against us or our directors or officers.

Anti-takeover provisions in our certificate of incorporation and bylaws and of Delaware law could enable our board of directors to resist a takeover attempt by a third party and limit the power of our stockholders.

Our certificate of incorporation and bylaws, and Delaware law, contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids more expensive to the acquiror and to encourage prospective acquirors to negotiate with our board of directors rather than to attempt a hostile takeover. These provisions include rules regarding how stockholders may present proposals or nominate directors for election at stockholder meetings and the right of our board of directors to issue preferred stock without stockholder approval. Delaware law also imposes some restrictions on mergers and other business combinations between any holder of 15 percent or more of our outstanding common stock and us. For additional information on the anti-takeover effects of Delaware law and our certificate of incorporation and bylaws, see the section entitled “Description of Our Capital Stock—Anti-Takeover Effects of Various Provisions of Delaware Law and our Certificate of Incorporation and Bylaws.”

We believe these provisions protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirors to negotiate with our board of directors and by providing our board of directors with more time to assess any acquisition proposal. These provisions are not intended to make us immune from takeovers. However, these provisions apply even if the offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that our board of directors determines is not in the best interests of our Company and our stockholders. Accordingly, in the event that our board of directors determines that a potential business combination transaction is not in the best interests of our Company and our stockholders but certain stockholders believe that such a transaction would be beneficial to us and our stockholders, such stockholders may elect to sell their shares in our Company and the trading price of ZimVie common stock could decrease.

These and other provisions of our certificate of incorporation, bylaws and the DGCL could have the effect of delaying, deferring or preventing a proxy contest, tender offer, merger or other change in control, which may have a material adverse effect on our business, financial condition and results of operations.

Furthermore, an acquisition or further issuance of our stock could trigger the application of Section 355(e) of the Code, causing the distribution to be taxable to Zimmer Biomet. For a discussion of Section 355(e) of the Code, see the section entitled “Material U.S. Federal Income Tax Consequences.” Under the tax matters agreement, and as described in more detail above, we would be required to indemnify Zimmer Biomet for the resulting taxes and related amount, and this indemnity obligation might discourage, delay or prevent a change of control that you may consider favorable.

A significant number of our shares of common stock are or will be eligible for future sale, including the disposition by Zimmer Biomet of the shares of ZimVie common stock that it may retain after the distribution, which may cause the market price for ZimVie common stock to decline.

Upon completion of the separation and distribution, approximately **[●]** shares of our common stock will be outstanding. Virtually all of those shares will be freely tradable without restriction or registration under the Securities Act, except for the shares of ZimVie retained by Zimmer Biomet. We are unable to predict whether large amounts of ZimVie common stock will be sold in the open market following the separation and distribution. We are also unable to predict whether a sufficient number of buyers of ZimVie common stock to meet the demand to sell shares of ZimVie common stock at attractive prices would exist at that time. It is possible that Zimmer Biomet stockholders will sell the shares of ZimVie common stock they receive in the distribution for various reasons. For example, such stockholders may not believe that our business profile or our level of market capitalization as an independent company fits their investment objectives. The sale of significant amounts of ZimVie common stock or the perception in the market that this will occur may lower the market price of ZimVie common stock.

Following the distribution, Zimmer Biomet will retain less than 20 percent of the outstanding shares of ZimVie common stock. Zimmer Biomet currently intends to dispose of all of the ZimVie common stock that it retains after the distribution by exchanging such ZimVie common stock for Zimmer Biomet debt held by one or more investment banks. To the extent Zimmer Biomet holds any ZimVie common stock thereafter, Zimmer Biomet will dispose of such stock as soon as disposition is warranted (but in no event later than five years after the distribution), consistent with its business purpose of creating independent companies with separate capital structures, and maintaining its investment grade credit rating. Following such debt-for-equity exchange, it is anticipated that the investment banks will sell such shares to public investors in a pre-marketed equity offering. We will agree that, upon the request of Zimmer Biomet, we will use our reasonable best efforts to effect a registration under applicable federal and state securities laws of any shares of ZimVie common stock retained by Zimmer Biomet. For additional information, see the section entitled “Certain Relationships and Related Persons Transactions—Stockholder and Registration Rights Agreement.” Any disposition by Zimmer Biomet, or any significant stockholder, of ZimVie common stock in the public market, or the perception that such dispositions could occur, could adversely affect prevailing market prices for ZimVie common stock.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This information statement contains forward-looking statements within the meaning of federal securities laws, including, among others, any statements about our expectations, plans, intentions, strategies or prospects. We generally use the words “may,” “will,” “expects,” “believes,” “anticipates,” “plans,” “estimates,” “projects,” “assumes,” “guides,” “targets,” “forecasts,” “sees,” “seeks,” “should,” “could,” “would,” “predicts,” “potential,” “strategy,” “future,” “opportunity,” “work toward,” “intends,” “guidance,” “confidence,” “positioned,” “design,” “strive,” “continue,” “look forward to” and similar expressions to identify forward-looking statements. All statements other than statements of historical or current fact are, or may be deemed to be, forward-looking statements. Such statements are based upon the current beliefs, expectations and assumptions of management and are subject to significant risks, uncertainties and changes in circumstances that could cause actual outcomes and results to differ materially from the forward-looking statements. These risks, uncertainties and changes in circumstances include, but are not limited to: the effects of the COVID-19 global pandemic and other adverse public health developments on the global economy, our business and operations and the business and operations of our suppliers and customers, including the deferral of elective procedures and our ability to collect accounts receivable; dependence on new product development, technological advances and innovation; shifts in the product category or regional sales mix of our products and services; supply and prices of raw materials and products; pricing pressures from competitors, customers, dental practices and insurance providers; changes in customer demand for our products and services caused by demographic changes or other factors; challenges relating to changes in and compliance with governmental laws and regulations affecting our U.S. and international businesses, including regulations of the FDA and foreign government regulators, such as more stringent requirements for regulatory clearance of products; competition; the impact of healthcare reform measures; reductions in reimbursement levels by third-party payors; cost containment efforts sponsored by government agencies, legislative bodies, the private sector and healthcare group purchasing organizations, including the volume-based procurement process in China; control of costs and expenses; dependence on a limited number of suppliers for key raw materials and outsourced activities; the ability to obtain and maintain adequate intellectual property protection; breaches or failures of our information technology systems or products, including by cyberattack, unauthorized access or theft; the ability to retain the independent agents and distributors who market our products; our ability to attract, retain and develop the highly skilled employees we need to support our business; the effect of mergers and acquisitions on our relationships with customers, suppliers and lenders and on our operating results and businesses generally; a determination by the IRS that the distribution or certain related transactions should be treated as taxable transactions; expected financing transactions undertaken in connection with the separation and risks associated with additional indebtedness; the impact of the separation on our businesses and the risk that the businesses will not be separated successfully or such separation may be more difficult, time-consuming and/or costly than expected, which could impact our relationships with customers, suppliers, employees and other business counterparties; restrictions on activities following the distribution in order to preserve the tax-free treatment of the distribution; the ability to form and implement alliances; changes in tax obligations arising from tax reform measures, including EU rules on state aid, or examinations by tax authorities; product liability, intellectual property and commercial litigation losses; changes in general industry and market conditions, including domestic and international growth rates; changes in general domestic and international economic conditions, including interest rate and currency exchange rate fluctuations; and the impact of the ongoing financial and political uncertainty on countries in the Euro zone on the ability to collect accounts receivable in affected countries.

See also the section entitled “Risk Factors” for further discussion of certain risks and uncertainties that could cause actual results and events to differ materially from the forward-looking statements. Readers of this information statement 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. 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. This cautionary note is applicable to all forward-looking statements contained in this information statement.

THE SEPARATION AND DISTRIBUTION

Overview

On February 5, 2021, Zimmer Biomet announced its intention to separate its spine and dental businesses from its core orthopedic businesses. Zimmer Biomet intends to effect the separation through a *pro rata* distribution of more than 80 percent of the outstanding shares of common stock of a new entity, ZimVie. ZimVie was formed to hold the assets and liabilities associated with the spine and dental businesses of Zimmer Biomet. Following the distribution, Zimmer Biomet stockholders will directly own more than 80 percent of the outstanding shares of ZimVie common stock, and ZimVie will be a separate public company from Zimmer Biomet. Zimmer Biomet will retain less than 20 percent of the outstanding shares of ZimVie common stock following the distribution. Prior to completing the separation, Zimmer Biomet may adjust the percentage of ZimVie common stock to be distributed to Zimmer Biomet stockholders and retained by Zimmer Biomet in response to market and other factors. The number of shares of Zimmer Biomet common stock you own will not change as a result of the separation.

On [●], 2022, the Zimmer Biomet board of directors approved the distribution of ZimVie's issued and outstanding shares of common stock on the basis of [●] share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock held as of the close of business on [●], 2022, the record date of for the distribution, subject to the satisfaction or waiver of the conditions to the distribution as described in this information statement.

At [●] Eastern Time, on [●], 2022, the distribution date, each Zimmer Biomet stockholder will receive [●] share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock held as of the close of business on the record date for the distribution, as described below. Zimmer Biomet stockholders will receive cash in lieu of any fractional shares of ZimVie common stock that they would have received after application of this ratio. Zimmer Biomet stockholders will not be required to make any payment, surrender or exchange their shares of Zimmer Biomet common stock or take any other action to receive their shares of ZimVie common stock in the distribution. The distribution of ZimVie common stock as described in this information statement is subject to the satisfaction or waiver of certain conditions. For a more detailed description of these conditions, see the section entitled "— Conditions to the Distribution."

Reasons for the Separation

The Zimmer Biomet board of directors determined that the separation of Zimmer Biomet's spine and dental businesses from its core orthopedic businesses would be in the best interests of Zimmer Biomet and its stockholders and approved the separation. A wide variety of factors were considered by the Zimmer Biomet board of directors in evaluating the separation. Among other things, the Zimmer Biomet board of directors considered the following potential benefits of the separation:

- *Distinct investment identity.* The separation will allow investors to separately value Zimmer Biomet and ZimVie based on their distinct investment identities. The separation will provide each company with a compelling financial profile that more accurately reflects the strengths and opportunities of each business. It will further enable investors to evaluate the merits, strategy, performance, and future prospects of each company's respective business and to invest in each company separately based on these distinct characteristics. The separation may attract new investors who may not have properly assessed the value of the spine and dental businesses relative to the value they are currently accorded as part of Zimmer Biomet.
- *Enhanced strategic and management focus.* The separation will allow Zimmer Biomet and us to more effectively pursue our distinct operating priorities and strategies and will enable the management of both companies to pursue unique opportunities for long-term growth and profitability. The separation will reduce complexity and improve operating efficiency. Our management will be able to focus exclusively on ZimVie's businesses, while the management of Zimmer Biomet will be dedicated to growing its core orthopedic businesses through its commitment to innovation.

- *Growth opportunities.* The separation will provide greater opportunities for each company to grow organically and pursue value-enhancing acquisitions. Each company will have the flexibility to develop a growth strategy that capitalizes on its distinct strengths and is well-suited for the available opportunity set in its specific market. The separation will allow Zimmer Biomet to be better positioned to shift its portfolio mix to higher-growth markets. The separation will allow ZimVie flexibility to pursue multiple avenues to accelerate growth and operating margins, as well as allow us to access untapped revenue potential from growing, underpenetrated global markets. We believe that our broad commercial footprint supported by a global infrastructure will support this growth. The separation will position ZimVie to commercialize key new product launches and existing product offerings with a focused execution strategy for each geographic region in which we operate.
- *More efficient allocation of capital.* The separation will permit each company to concentrate its financial resources solely on its own operations, providing greater flexibility to invest capital in its business at a time and in a manner appropriate for its distinct strategy and business needs without having to compete with the other for investment capital. We believe this will facilitate a more efficient allocation of capital based on each company's profitability, cash flow and growth opportunities and allow each company to pursue an optimal mix of return of capital to stockholders, reinvestment in leading-edge technology, and value-enhancing acquisition opportunities. Zimmer Biomet is expected to maintain its capital allocation priorities while continuing to invest in innovation and execute tuck-in acquisitions in attractive, higher growth markets. ZimVie is expected to benefit from free cash flow diversification and a capital structure supportive of innovation and investment. We believe ZimVie will thrive as an independent company with prioritized capital allocation to pursue strategic growth opportunities and investment strategies in the large and growing spine and dental markets.
- *Direct access to capital markets.* The separation will create independent equity structures that will afford us direct access to the capital markets and will facilitate our ability to execute future acquisitions utilizing ZimVie common stock. As a result, each company will have more flexibility to capitalize on its unique growth opportunities.
- *Alignment of incentives with performance objectives.* The separation will facilitate incentive compensation arrangements for employees more directly tied to the performance of each company's business, and enhance employee hiring and retention by, among other things, improving the alignment of management and employee incentives with performance and growth objectives.

Neither we nor Zimmer Biomet can assure you that, following the separation, any of the benefits described above or otherwise will be realized to the extent anticipated or at all.

The Zimmer Biomet board of directors also considered a number of potentially unfavorable factors in evaluating the separation, including the potential loss of synergies, time and effort required to be dedicated to this transaction by Zimmer Biomet's and our management and the potential diversion of their attention away from their respective businesses, increased costs resulting from operating as a separate public company, one-time costs of the separation, the risk of not realizing the anticipated benefits of the separation and limitations placed upon us as a result of the tax matters agreement that Zimmer Biomet and we will enter into prior to the distribution. The Zimmer Biomet board of directors concluded that the potential benefits of the separation significantly outweighed these negative factors.

Reasons for Zimmer Biomet's Retention of Less than 20 Percent of ZimVie Common Stock

In considering the appropriate structure for the separation, Zimmer Biomet determined that, immediately after the distribution becomes effective, Zimmer Biomet will own less than 20 percent of the outstanding shares of ZimVie common stock. The retention of ZimVie common stock strengthens Zimmer Biomet's balance sheet by providing Zimmer Biomet a security that can be exchanged to accelerate debt reduction, thereby facilitating an appropriate capital structure consistent with Zimmer Biomet's investment grade rating and provide financial

flexibility necessary for Zimmer Biomet to execute its growth strategy and fund capital expenditures. Zimmer Biomet currently intends to dispose of all of the ZimVie common stock that it retains after the distribution by exchanging such ZimVie common stock for Zimmer Biomet debt held by one or more investment banks. To the extent Zimmer Biomet holds any ZimVie common stock thereafter, Zimmer Biomet will dispose of such stock as soon as disposition is warranted (but in no event later than five years after the distribution), consistent with its business purpose of creating independent companies with separate capital structures and maintaining its investment grade credit rating. Following such debt-for-equity exchange, it is anticipated that the investment banks will sell such shares to public investors in a pre-marketed equity offering. Following any such debt-for-equity exchange, it is anticipated that any creditors that are investment banks would sell such shares to public investors in a pre-marketed equity offering. We anticipate that ZimVie would benefit from increased equity research coverage in connection with such an offering.

Formation of ZimVie and Internal Reorganization

ZimVie was formed as a Delaware corporation on July 30, 2021 for the purpose of holding Zimmer Biomet's spine and dental businesses. As part of the plan to separate the spine and dental businesses from the remainder of its businesses, pursuant to the separation and distribution agreement that we and Zimmer Biomet will enter into prior to the distribution, Zimmer Biomet plans to transfer the equity interests of certain entities that operate the spine and dental businesses and the assets and liabilities of the spine and dental businesses to us prior to the distribution. Following the distribution, Zimmer Biomet will continue to own its core orthopedic businesses in knees; hips; sports medicine, extremities and trauma; and craniomaxillofacial and thoracic.

When and How You Will Receive the Distribution

With the assistance of Computershare, Zimmer Biomet expects to distribute more than 80 percent of the outstanding shares of ZimVie common stock at [●] Eastern Time, on [●], 2022, the distribution date, to all holders of outstanding shares of Zimmer Biomet common stock as of the close of business on [●], 2022, the record date for the distribution. Computershare, which currently serves as the transfer agent and registrar for Zimmer Biomet common stock, will serve as the distribution agent in connection with the distribution and the transfer agent and registrar for ZimVie common stock.

If you own shares of Zimmer Biomet common stock as of the close of business on the record date for the distribution, the shares of ZimVie common stock that you will be entitled to receive in the distribution will be issued electronically, as of the distribution date, to you in direct registration form or to your broker, bank or other nominee on your behalf. If you are a registered holder, Computershare will then mail you a direct registration account statement that reflects your shares of ZimVie common stock. If you hold your shares through a broker, bank or other nominee, your broker, bank or other nominee will credit your account for the shares. Direct registration form refers to a method of recording share ownership when no physical share certificates are issued to stockholders, as is the case in this distribution. If you sell shares of Zimmer Biomet common stock in the "regular-way" market up to and including the distribution date, you will be selling your right to receive shares of ZimVie common stock in the distribution.

Most Zimmer Biomet stockholders hold their shares of Zimmer Biomet common stock through a broker, bank or other nominee. In such cases, the broker, bank or other nominee would be said to hold the shares in "street name" and ownership would be recorded on the broker's, bank's or other nominee's books. If you hold your shares of common stock through a broker, bank or other nominee, your broker, bank or other nominee will credit your account for shares of ZimVie common stock that you are entitled to receive in the distribution. If you have any questions concerning the mechanics of having shares held in "street name," please contact your broker, bank or other nominee.

Transferability of Shares You Receive

Shares of ZimVie common stock distributed to holders in connection with the distribution will be transferable without registration under the Securities Act, except for shares received by persons who may be deemed to be our

affiliates. Persons who may be deemed to be our affiliates after the distribution generally include individuals or entities that control, are controlled by or are under common control with us, which may include certain of our executive officers, directors or principal stockholders. Securities held by our affiliates will be subject to resale restrictions under the Securities Act. Our affiliates will be permitted to sell shares of ZimVie common stock only pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act, such as the exemption afforded by Rule 144 under the Securities Act.

Number of Shares of ZimVie Common Stock You Will Receive

For every [●] shares of Zimmer Biomet common stock that you own as of the close of business on the record date for the distribution, you will receive **[●]** share of ZimVie common stock on the distribution date. Zimmer Biomet will not distribute any fractional shares of ZimVie common stock to its stockholders. Instead, if you are a registered holder, Computershare, the distribution agent, will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate cash proceeds (net of discounts and commissions) of the sales *pro rata* (based on the fractional share such holder would otherwise be entitled to receive) to each holder who otherwise would have been entitled to receive a fractional share in the distribution. The distribution agent, in its sole discretion, without any influence by Zimmer Biomet or us, will determine when, how, and through which broker-dealer and at what price to sell the whole shares. Any broker-dealer used by the distribution agent will not be an affiliate of either Zimmer Biomet or us. The distribution agent is not an affiliate of either Zimmer Biomet or us. Neither we nor Zimmer Biomet will be able to guarantee any minimum sale price in connection with the sale of these shares. Recipients of cash in lieu of fractional shares will not be entitled to any interest on the payment made in lieu of fractional shares.

The aggregate net cash proceeds of these sales of fractional shares will be taxable for U.S. federal income tax purposes. See “Material U.S. Federal Income Tax Consequences” for an explanation of the material U.S. federal income tax consequences of the distribution. We estimate that it will take approximately two weeks from the distribution date for the distribution agent to complete the distributions of the aggregate net cash proceeds. If you hold your shares of Zimmer Biomet common stock through a broker, bank or other nominee, your broker, bank or other nominee will receive, on your behalf, your *pro rata* share of the aggregate net cash proceeds of the sales and will credit your account for your share of such proceeds.

Treatment of Equity-Based Compensation

In connection with the separation, Zimmer Biomet equity-based awards that are outstanding immediately prior to the separation and distribution and held by individuals who will serve as employees of ZimVie following the separation will be treated as follows:

Restricted Stock Units (“RSUs”). Each award of Zimmer Biomet RSUs held by an individual who will be an employee of ZimVie following the separation will be converted into an award of RSUs with respect to ZimVie common stock. The number of shares subject to each such award will be adjusted in a manner intended to preserve the aggregate intrinsic value of the original Zimmer Biomet award as measured immediately before and immediately after the separation. Such adjusted award will otherwise be subject to the same terms and conditions that applied to the original Zimmer Biomet award immediately prior to the separation.

Performance Restricted Stock Units (“PRSUs”). Each award of Zimmer Biomet PRSUs held by an individual who will be an employee of ZimVie following the separation will be converted into an award of RSUs with respect to ZimVie common stock, which will not be subject to performance conditions. The number of shares subject to each such award will be adjusted in a manner intended to preserve the aggregate intrinsic value of the original Zimmer Biomet award as measured immediately before and immediately after the separation. For PRSUs granted in 2020, a portion of the award attributable to the completed portion of the performance period (January 1, 2020 through the separation date) will convert into RSUs based upon payment at the threshold (50%) performance level, and the remainder based upon payment at the target (100%) performance level. For PRSUs granted in 2021, a portion of the

award attributable to the completed portion of the performance period (January 1, 2021 through the separation date) will convert into RSUs based upon payment at the 82.5% performance level and the remainder based upon payment at the target (100%) performance level. Such adjusted awards will otherwise be subject to the same terms and conditions that applied to the original Zimmer Biomet award immediately prior to the separation.

Stock Options. Each award of Zimmer Biomet stock options held by an individual who will be an employee of ZimVie following the separation will be converted into an award of stock options with respect to ZimVie common stock. The exercise price of, and number of shares subject to, each such award will be adjusted in a manner intended to preserve the aggregate intrinsic value of the original Zimmer Biomet award as measured immediately before and immediately after the separation. Such adjusted award will otherwise be subject to the same terms and conditions that applied to the original Zimmer Biomet award immediately prior to the separation.

The conversion of such awards in connection with the separation will be based on relative market values of Zimmer Biomet and ZimVie common stock, so the precise number of shares of ZimVie common stock to which the converted awards will relate will not be known until the distribution date or shortly thereafter.

Results of the Distribution

After the distribution, we will be an independent, publicly traded company. The actual number of shares to be distributed will be determined at the close of business on the record date for the distribution. The distribution will not affect the number of outstanding shares of Zimmer Biomet common stock or any rights of Zimmer Biomet stockholders. Zimmer Biomet will not distribute any fractional shares of ZimVie common stock.

We will enter into a separation agreement and other related agreements with Zimmer Biomet before the distribution to effect the separation and provide a framework for our relationship with Zimmer Biomet after the separation. These agreements will provide for the allocation between Zimmer Biomet and us of assets, liabilities and obligations (including investments, property, employee benefits and tax-related assets and liabilities) associated with the spine and dental businesses and will govern the relationship between Zimmer Biomet and us after the separation. For a more detailed description of these agreements, see the section entitled “Certain Relationships and Related Person Transactions.”

Market for ZimVie Common Stock

There is currently no public trading market for ZimVie common stock. We have applied to list the shares of ZimVie common stock on Nasdaq under the symbol “ZIMV.” We have not and will not set the initial price of ZimVie common stock. The initial price will be established by the public markets.

We cannot predict the price at which shares of ZimVie common stock will trade after the distribution. In fact, the combined trading prices, after the distribution, of the shares of ZimVie common stock that each Zimmer Biomet stockholder will receive in the distribution and shares of Zimmer Biomet common stock held at the record date for the distribution may not equal the “regular-way” trading price of shares of Zimmer Biomet common stock immediately prior to the distribution. The price at which shares of ZimVie common stock trades may fluctuate significantly, particularly until an orderly public market develops. Trading prices for shares of ZimVie common stock will be determined in the public markets and may be influenced by many factors. For additional information, see the section entitled “Risk Factors—Risks Related to ZimVie Common Stock.”

Incurrence of Debt

In connection with the spin-off, ZimVie expects to incur new third-party borrowings of approximately $561 million. Approximately $501 million of the proceeds from such indebtedness will be transferred to Zimmer Biomet on or prior to the distribution (subject to adjustment based upon estimated cash and working capital). We currently expect to incur this indebtedness through $561 million of Term Loan A borrowings. In addition, our

new credit facility includes a $175 million revolving credit facility, which we expect to be undrawn immediately following the distribution. For more information on ZimVie's anticipated capital structure and the indebtedness we expect to incur in connection with the spin-off, see "Unaudited Pro Forma Condensed Combined Financial Statements" and "Description of Material Indebtedness."

Trading Between the Record Date and Distribution Date

Beginning on or about the record date for the distribution and continuing up to and including the distribution date, Zimmer Biomet expects that there will be two markets for shares of Zimmer Biomet common stock: a "regular-way" market and an "ex-distribution" market. Shares of Zimmer Biomet common stock that trade on the "regular-way" market will trade with an entitlement to shares of ZimVie common stock to be distributed pursuant to the separation. Shares of Zimmer Biomet common stock that trade on the "ex-distribution" market will trade without an entitlement to shares of ZimVie common stock to be distributed pursuant to the distribution. Therefore, if you sell shares of Zimmer Biomet common stock in the "regular-way" market up to and including the distribution date, you will be selling your right to receive shares of ZimVie common stock in the distribution. If you own shares of Zimmer Biomet common stock as of the close of business on the record date and sell those shares on the "ex-distribution" market up to and including the distribution date, you will receive the shares of ZimVie common stock that you are entitled to receive pursuant to your ownership of shares of Zimmer Biomet common stock as of the record date.

Furthermore, beginning on or about the record date for the distribution and continuing up to and including the distribution date, we expect that there will be a "when-issued" market in shares of ZimVie common stock. "When-issued" trading refers to a sale or purchase made conditionally because the security has been authorized but not yet issued. The "when-issued" trading market will be a market for shares of ZimVie common stock that will be distributed to holders of shares of Zimmer Biomet common stock on the distribution date. If you own shares of Zimmer Biomet common stock as of the close of business on the record date for the distribution, you would be entitled to shares of ZimVie common stock distributed pursuant to the distribution. You may trade this entitlement to shares of ZimVie common stock, without the shares of Zimmer Biomet common stock you own, on the "when-issued" market, but your transaction will not settle until after the distribution date. On or about the first trading day following the distribution, "when-issued" trading with respect to shares of ZimVie common stock will end, and "regular-way" trading will begin.

Conditions to the Distribution

The distribution will be effective at **[●]** Eastern Time, on **[●]**, 2022, which is the distribution date, *provided that* the conditions set forth in the separation agreement have been satisfied (or waived by Zimmer Biomet in its sole and absolute discretion), including, among others:

- the transfer of assets and liabilities from Zimmer Biomet to us shall be completed in accordance with the separation and distribution agreement that Zimmer Biomet and we will enter into prior to the distribution;
- Zimmer Biomet shall have received a private letter ruling from the IRS, satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and distribution, and such private letter ruling remains in force;
- Zimmer Biomet shall have received an opinion from White & Case LLP satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and distribution;
- the Cash Distribution from ZimVie to Zimmer Biomet shall have been made as partial consideration for the contribution of assets in connection with the separation;
- the SEC shall have declared effective our registration statement of which this information statement forms a part, no order suspending the effectiveness thereof shall be in effect, no proceedings for such

purposes shall have been instituted or threatened by the SEC, and this information statement shall have been made available to Zimmer Biomet stockholders;

- all actions and filings necessary or advisable under applicable U.S. federal, U.S. state or other securities laws or blue sky laws shall have been taken or made and, where applicable, have become effective or been accepted by the applicable governmental authority;
- the Zimmer Biomet board of directors shall have declared the distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn);
- any required governmental approvals necessary to consummate the distribution and the transactions contemplated by the separation agreement and the ancillary agreements shall have been obtained and be in full force and effect;
- the transaction agreements relating to the separation that Zimmer Biomet and we will enter into prior to the distribution shall have been duly executed and delivered by the parties;
- no order, injunction, or decree issued by any court or governmental authority of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of the separation, distribution or any of the related transactions, shall be pending or in effect;
- the shares of ZimVie common stock to be distributed shall have been accepted for listing on Nasdaq, subject to official notice of distribution; and
- no other event or development shall exist or have occurred that, in the judgment of Zimmer Biomet's board of directors, in its sole discretion, makes it inadvisable to effect the separation, distribution and other related transactions.

We cannot assure you that any or all of these conditions will be met. Zimmer Biomet will have sole and absolute discretion to waive any of the conditions to the distribution. In addition, Zimmer Biomet will have the sole and absolute discretion to determine (and change) the terms of, and whether to proceed with, the distribution and, to the extent it determines to so proceed, to determine the record date for the distribution, the distribution date and the distribution ratio, as well as to reduce the amount of outstanding shares of ZimVie common stock that it will retain, if any, following the distribution. Zimmer Biomet may rescind or delay its declaration of the distribution even after the record date for the distribution. Zimmer Biomet does not intend to notify its stockholders of any modifications to the terms of the separation and distribution that, in the judgment of its board of directors, are not material. For example, the Zimmer Biomet board of directors might consider material such matters as significant changes to the distribution ratio, the assets to be contributed or the liabilities to be assumed in the separation. To the extent that the Zimmer Biomet board of directors determines that any modifications by Zimmer Biomet materially change the material terms of the separation and distribution, Zimmer Biomet will notify Zimmer Biomet stockholders in a manner reasonably calculated to inform them about the modification as may be required by law, by, for example, publishing a press release, filing a current report on Form 8-K, or circulating a supplement to this information statement.

Regulatory Approval

Our registration statement on Form 10, of which this information statement forms a part, must become effective prior to the distribution, and shares of ZimVie common stock to be distributed must have been approved for listing on Nasdaq, subject to official notice of distribution.

No Appraisal Rights

Under the DGCL, Zimmer Biomet stockholders will not have appraisal rights in connection with the distribution.

DIVIDEND POLICY

We currently expect to retain all available funds and any future earnings for use in the operation and expansion of our business. We do not currently anticipate paying dividends on ZimVie common stock following the distribution. Any declaration and payment of future dividends to holders of ZimVie common stock will be at the discretion of our board of directors and will depend on many factors, including our financial condition, earnings, capital requirements, level of indebtedness, statutory and contractual restrictions applying to the payment of dividends and other considerations that our board of directors deems relevant. The terms of our indebtedness may restrict us from paying dividends, or may restrict our subsidiaries from paying dividends to us. Under Delaware law, dividends may be payable only out of surplus, which is net assets minus liabilities and capital, or, if we have no surplus, out of our net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. For additional information, see the sections entitled “Description of Material Indebtedness” and “Description of Our Capital Stock—Common Stock.”

CAPITALIZATION

The following table sets forth our capitalization as of September 30, 2021:

- on a historical basis; and
- on a *pro forma* basis to reflect the adjustments included in our unaudited *pro forma* combined financial information.

The information below is not necessarily indicative of what our capitalization would have been had the separation, distribution and related transactions been completed as of September 30, 2021. In addition, it is not indicative of our future capitalization.

This table should be read in conjunction with the "Unaudited Pro Forma Combined Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Description of Material Indebtedness" sections of this information statement and our unaudited condensed combined financial statements and notes thereto included in the "Index to Combined Financial Statements" of this information statement.

	As of September 30, 2021	
(In millions)	**Historical**	**Pro Forma**
Cash and cash equivalents	$ 24.1	$ 76.0
Capitalization:		
Debt:		
Current portion of debt due to parent	$ 33.0	$ —
Non-current portion of debt due to parent	$ 4.9	$ —
Term Loan	$ —	$ 555.4
Total debt	$ 37.9	$ 555.4
Equity:		
Net parent company investment	$ 1,431.7	$ —
Accumulated other comprehensive loss	$ (29.4)	$ (29.4)
Common Stock, $0.01 par value; [●] shares authorized; [●] shares issued and outstanding on a pro forma basis		
Additional paid-in capital	$ —	$ 904.1
Total equity	$ 1,402.3	$ 874.7
Total capitalization	$ 1,440.2	$ 1,430.1

UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

The following unaudited *pro forma* combined financial information consists of unaudited *pro forma* combined statement of earnings for the nine months ended September 30, 2021 and year ended December 31, 2020, and an unaudited *pro forma* combined balance sheet as of September 30, 2021. The unaudited *pro forma* combined financial information presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Material Indebtedness" and the historical combined annual financial information and corresponding notes thereto included elsewhere in this information statement. The unaudited *pro forma* combined financial information reflects certain known impacts as a result of our separation from Zimmer Biomet. In May 2020, the SEC adopted Release No.33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses," or the "Final Rule." The Final Rule became effective on January 1, 2021 and the unaudited *pro forma* combined financial information herein is presented in accordance therewith.

The Unaudited Pro Forma Combined Financial Information presented below have been derived from our historical combined financial statements included in this information statement. While the historical combined financial statements reflect the historical financial results of Zimmer Biomet's spine and dental businesses, these *pro forma* statements give effect to the separation of those businesses into an independent, publicly traded company. The unaudited *pro forma* combined statement of earnings for the nine months ended September 30, 2021 and year ended December 31, 2020 and the unaudited *pro forma* combined balance sheet as of September 30, 2021 have been prepared to reflect adjustments to Zimmer Biomet's spine and dental businesses' historical combined financial information for the following transaction and autonomous entity adjustments:

- the distribution of 80 percent of our issued and outstanding common stock by Zimmer Biomet in connection with the separation;
- the effect of our anticipated post-separation capital structure, which includes (1) the incurrence of approximately $561 million in additional indebtedness (prior to issuance costs), and the distribution of approximately $504 million of cash to Zimmer Biomet (reflecting the distribution of approximately $501 million from the financing proceeds as described in, and containing certain of the adjustments referenced in, this information statement), and (2) an assumed minimum post-separation cash and cash equivalents balance of $76.0 million;
- the incremental cost reductions ZimVie expects to benefit from in assigning a lease to Zimmer Biomet;
- the effect of the transition manufacturing and supply agreement and the transition services agreement with Zimmer Biomet; and
- the impact of the aforementioned adjustments on our income tax expense.

The *pro forma* adjustments are based on available information and assumptions that management believes are reasonable given the information that is currently available. However, such adjustments are subject to change based on the finalization of the terms of the separation and distribution agreement, the transition manufacturing and supply agreements, the transition services agreement, a credit agreement and other related agreements. As such, the pro forma combined financial information may be revised in future amendments to reflect the impact of the final form of those agreements, to the extent any such revisions would be deemed material.

The unaudited *pro forma* combined financial information is for illustrative and informational purposes only and is not intended to represent or be indicative of what our financial condition or results of operations would have been had we operated historically as a company independent of Zimmer Biomet or if the separation and the distribution had occurred on the dates indicated. The unaudited *pro forma* combined financial information also should not be considered representative of our future combined financial condition or combined results of operations. The audited annual combined financial statements of the spine and dental businesses of Zimmer Biomet Holdings, Inc. have been derived from Zimmer Biomet's historical accounting records and reflect certain allocation of expenses. All of the allocations and estimates in such financial statements are based on assumptions that Zimmer Biomet's management believes are reasonable. The historical combined financial statements do not necessarily represent the financial position or results of operations of the spine and dental businesses of Zimmer

Biomet Holdings, Inc. had they been operated as a standalone company during the periods or at the dates presented. As a result, autonomous entity adjustments have been reflected in the *pro forma* combined financial information.

The unaudited *pro forma* combined financial information should be read in conjunction with our audited historical combined financial statements, "Capitalization" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this information statement.

Unaudited Pro Forma Combined Statement of Earnings

	Nine Months Ended September 30, 2021					
($ in millions except per share data)	**Historical**	**Transaction Accounting Adjustments**		**Autonomous Entity Adjustments**		**Pro Forma**
Net Sales						
Third party, net	$ 748.2	$ 0.4	(a)	$ —		$748.6
Related party, net	4.8	(0.4)	(a)	—		4.4
Total Net Sales	753.0	—		—		753.0
Cost of products sold, excluding intangible asset amortization	256.4	0.1	(a)	1.8	(b)	258.3
Related party cost of products sold, excluding intangible asset amortization	3.5	(0.1)	(a)	—		3.4
Intangible asset amortization	65.0	—		—		65.0
Research and development	43.9	—		—		43.9
Selling, general and administrative	405.1	(2.7)	(j)	—	(c)	402.4
Goodwill impairment	—	—		—		—
Restructuring	2.3	—		—		2.3
Acquisitions, integration, divestiture and related	12.0	—		—		12.0
Operating expenses	788.2	(2.7)		1.8		787.3
Operating Loss	**(35.2)**	**2.7**		**(1.8)**		**(34.3)**
Other expense, net	(0.4)	—		—		(0.4)
Interest expense, net	(0.3)	(9.3)	(d) ,(i)	—		(9.6)
Loss before income taxes	(35.9)	(6.6)		(1.8)		(44.3)
Benefit for income taxes	(1.3)	(1.5)	(e)	(0.4)	(e)	(3.2)
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$ (34.6)	$ (5.1)		$ (1.4)		$ (41.1)
Loss Per Common Share						
Basic					(f)	
Diluted					(g)	
Weighted Average Common Shares Outstanding						
Basic					(f)	
Diluted					(g)	

See accompanying notes to unaudited pro forma combined financial information.

($ in millions except per share data)	Year Ended December 31, 2020 Historical	Transaction Accounting Adjustments		Autonomous Entity Adjustments		Pro Forma
Net Sales						
Third party, net	$ 896.9	$ 0.6	(a)	$ —		$ 897.5
Related party, net	15.5	(0.6)	(a)	—		14.9
Total Net Sales	912.4	—		—		912.4
Cost of products sold, excluding intangible asset amortization	302.7	0.2	(a)	2.6	(b)	305.5
Related party cost of products sold, excluding intangible asset amortization	10.2	(0.2)	(a)	—		10.0
Intangible asset amortization	85.5	—		—		85.5
Research and development	49.2	—		—		49.2
Selling, general and administrative	533.5	(3.2)	(j)	—	(c)	530.3
Goodwill impairment	142.0	—		—		142.0
Restructuring	9.7	—		—		9.7
Acquisitions, integration, divestiture and related	2.2	—		—		2.2
Operating expenses	1,135.0	(3.2)		2.6		1,134.4
Operating Loss	**(222.6)**	**3.2**		**(2.6)**		**(222.0)**
Other income, net	1.6	—		—		1.6
Interest expense, net	(0.3)	(12.8)	(d), (i)	—		(13.1)
Loss before income taxes	(221.3)	(9.6)		(2.6)		(233.5)
Benefit for income taxes	(42.3)	(2.3)	(e)	(0.6)	(e)	(45.2)
Net Loss	(179.0)	(7.3)		(2.0)		(188.3)
Less: Net loss attributable to noncontrolling interest	0.1	—		—		0.1
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$ (179.1)	$ (7.3)		$ (2.0)		$ (188.4)
Loss Per Common Share						
Basic					(f)	
Diluted					(g)	
Weighted Average Common Shares Outstanding						
Basic					(f)	
Diluted					(g)	

See accompanying notes to unaudited pro forma financial information.

Unaudited Pro Forma Combined Balance Sheet

($ in millions)	As of September 30, 2021 Historical	Transaction Accounting Adjustments		Pro Forma
ASSETS				
Current Assets				
Cash and cash equivalents	$ 24.1	$ 51.9	(h)	$ 76.0
Accounts receivable, less allowance for credit losses	170.2	—		170.2
Inventories	274.7	—		274.7
Prepaid expenses and other current assets	22.7	(12.0)	(e), (j)	10.7
Total Current Assets	491.7	39.9		531.6
Property, plant and equipment, net	180.7	—		180.7
Goodwill	269.3	—		269.3
Intangible assets, net	797.4	—		797.4
Other assets	69.8	(18.6)	(e), (j)	51.2
Total Assets	$1,808.9	$ 21.3		$ 1,830.2
LIABILITIES AND STOCKHOLDERS' EQUITY				
Current Liabilities				
Accounts payable	$ 40.5	$ —		$ 40.5
Income taxes payable	6.7	2.4	(e)	9.1
Other current liabilities	121.5	(6.1)	(i), (j)	115.4
Current portion of debt due to parent	33.0	(33.0)	(i)	—
Total Current Liabilities	201.7	(36.7)		165.0
Deferred income taxes, net	133.2	50.0	(l)	183.2
Lease liability	46.1	(14.9)	(j)	31.2
Other long-term liabilities	20.7	—		20.7
Long-term debt	—	555.4	(d)	555.4
Non-current portion of debt due to parent	4.9	(4.9)	(i)	—
Total Liabilities	406.6	548.9		955.5
Equity				
Net parent company investment	1,431.7	(1,431.7)	(k)	—
Accumulated other comprehensive loss	(29.4)	—		(29.4)
Common Stock, $0.01 par value; [●] shares authorized; [●] shares issued and outstanding on a pro forma basis	—	—	(k)	—
Additional paid-in capital	—	904.1	(k)	904.1
Total Equity	1,402.3	(527.6)		874.7
Total Liabilities and Equity	$1,808.9	$ 21.3		$ 1,830.2

See accompanying notes to unaudited pro forma financial information.

(a) Reflects the reclassification of net sales and cost of products sold related to certain products between ZimVie and Zimmer Biomet. The historical combined financial statements reflect sales and cost of products sold for such products as related party pursuant to pre-existing intercompany arrangements between ZimVie and Zimmer Biomet. Following the separation, such products will be sold by ZimVie to its third-party customers and Zimmer Biomet will no longer sell the product.

(b) Reflects the effect of the transition manufacturing and supply agreement and the reverse transition manufacturing and supply agreement ("MSAs") that ZimVie and Zimmer Biomet will enter into prior to the Separation. The historical combined statement of earnings reflects certain net sales and cost of products sold pursuant to pre-existing intercompany arrangements between ZimVie and Zimmer Biomet. The adjustment for MSAs is not expected to have a material impact on pro forma related party net sales from ZimVie to Zimmer Biomet for the year ended December 31, 2020 and the nine months ended September 30, 2021 as the historical related party net sales reflect pricing terms that are materially consistent to those set forth in the MSAs. The cost of products sold adjustment reflects the price adjustments related to historical transfers from Zimmer Biomet to ZimVie under the pricing terms of the MSAs. The MSAs are being drafted and will be completed prior to the separation. The adjustments have been calculated based upon the terms of the latest draft agreements and are subject to change. Any changes to the final terms are not expected to be significant.

(c) In connection with the separation, ZimVie will enter into a transition services agreement ("TSA") with Zimmer Biomet whereby Zimmer Biomet will continue to provide ZimVie support functional services at a cost to ZimVie, including finance, information technology and infrastructure. The adjustment for the TSA is not expected to have a material impact on pro forma net income for the year ended December 31, 2020 and the nine months ended September 30, 2021 as the historical combined statements of earnings for those periods already reflect allocations of costs for these services that are not expected to be materially different under the TSA. The TSA is being drafted and will be completed prior to the separation. The estimate that these adjustments will not have a material impact is based upon the terms of the latest draft agreements and are subject to change. Any changes to the final terms are not expected to be significant.

(d) ZimVie has a credit agreement that will be drawn under concurrently with the Separation. The terms of the credit agreement have been reflected in our unaudited pro forma adjustments as discussed below.

The unaudited pro forma combined balance sheet reflects indebtedness of approximately $561.0 million, consisting of a term loan, which will be issued in connection with the Separation. We anticipate debt issuance costs of approximately $5.6 million, resulting in a net debt adjustment of $555.4 million. ZimVie plans to distribute approximately $503.5 million of the proceeds received from the issuance of debt to Zimmer Biomet in connection with the Separation (reflecting the distribution of approximately $501 million from the financing proceeds as described in, and containing certain of the adjustments referenced in, this information statement), which would provide ZimVie approximately $76.0 million of cash at Separation under the terms of the draft separation agreement, as discussed further in Note (h) below.

In addition, on the distribution date, a secured, unsubordinated 5-year revolving credit facility that provides for the availability of $175.0 million of borrowings will be available to ZimVie. No adjustment has been made to the unaudited pro forma combined financial information to reflect a draw down on the revolving credit facility. However, the undrawn facility fee for the availability of this facility has been incorporated into the interest expense transaction accounting adjustment.

The term loan will allow ZimVie to elect interest periods of one, three or six-months (or, if agreed by all relevant lenders and the administrative agent, any other period) for the term borrowings at the Term SOFR rate plus a spread. Repayments are required to be made quarterly at the end of March, June, September and December, with final maturity at the fifth anniversary of the distribution date. We have calculated interest expense based upon electing a three-month term for all periods starting on January 1, 2020 at the January 14, 2022 Term SOFR rate and the terms of our loan, including the spread, undrawn facility fee, debt issuance costs and required minimum principal repayments. This resulted in an effective interest rate of approximately 2.37 percent and 2.35 percent in the year ended December 31, 2020 and nine months ended

September 30, 2021, respectively. The unaudited pro forma combined statement of earnings reflects estimated interest expense of $13.1 million and $9.6 million in the year ended December 31, 2020 and nine months ended September 30, 2021, respectively.

If we assumed all borrowings occurred at the one-month Term SOFR rate as of January 14, 2022, interest expense would have decreased by $0.7 million and $0.5 million in the year ended December 31, 2020 and nine months ended September 30, 2021, respectively. If we assumed all borrowings occurred at the six-month Term SOFR rate as of January 14, 2022, interest expense would have increased by $1.3 million and $1.0 million in the year ended December 31, 2020 and nine months ended September 30, 2021, respectively. A 1/8 percent change to the annual interest rate based upon the three-month term we utilized in the pro forma adjustment would change interest expense by $0.7 million and $0.5 million for the year ended December 31, 2020 and nine months ended September 30, 2021, respectively.

(e) Reflects the tax effects of the transaction accounting and autonomous entity adjustments at the applicable statutory income tax rates. Since the adjustments are primarily expected to be incurred in the U.S., the statutory tax rate applied is approximately 24 percent.

In connection with the preparation of the historical combined financial statements, the benefit for income taxes was calculated based upon the income and losses recognized for the historical combined statement of earnings. However, the historical combined financial statements basis of presentation differs from the income tax-related assets and liabilities recognized for the Zimmer Biomet consolidated financial statements. We made adjustments to reflect the assets and liabilities recognized on the Zimmer Biomet consolidated financial statements that will be legally transferred under the draft separation agreement. These adjustments resulted in a decrease of $11.0 million to prepaid expenses and other current assets, a decrease of $2.7 million to other assets and an increase of $2.4 million to income taxes payable.

(f) The number of ZimVie shares used to compute basic earnings per share for the nine months ended September 30, 2021 and year ended December 31, 2020 is based on the number of shares of ZimVie common stock assumed to be outstanding on those dates, assuming the anticipated distribution ratio of [●] share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock outstanding and [●] additional shares of ZimVie common stock retained by Zimmer Biomet. The assumed number of outstanding shares of common stock is based on the number of Zimmer Biomet common shares of [●] outstanding as of [●], 2022.

(g) The number of shares used to compute diluted earnings per share is based on the number of basic shares of ZimVie common stock as described in Note (f) above, plus incremental shares assuming exercise of dilutive outstanding options and vesting of other outstanding stock awards to be issued by ZimVie as replacement awards to Zimmer Biomet employees transferring to ZimVie.

(h) An adjustment of $51.9 million has been made to reflect $76.0 million of cash at the balance sheet date, which is the approximate amount of cash ZimVie will have following the completion of the Separation. The draft separation agreement contemplates that ZimVie will be provided $60.0 million of cash at the separation date, subject to further adjustments for working capital and additional funds for certain capital projects that have not been completed on that date. At this time, we estimate ZimVie will receive an additional $7.0 million related to inventory that Zimvie will purchase from Zimmer Biomet for cash at certain locations, which will be subject to adjustment following the separation date for the final amount that existed on that day. Additionally, we estimate a range of $5.0 million to $15.0 million that Zimmer Biomet will provide ZimVie to complete certain capital projects after the separation. We have selected $9.0 million as our best estimate to be used in this pro forma adjustment. The adjustment of $51.9 million represents $561.0 million of borrowings expected to be incurred in connection with the Separation, net of approximately $5.6 million of debt issuance costs that will be paid and $503.5 million expected to be distributed to Zimmer Biomet, which includes settlement of intercompany debt outlined in Note (i) below.

(i) Reflects the settlement of intercompany debt between ZimVie and Zimmer Biomet per the terms of the draft separation agreement, including $33.0 million of current portion of debt due to parent, $4.9 million of non-current portion of debt due to parent and $2.4 million of accrued interest at the balance sheet date, as well as

the elimination of the related interest expense of $0.3 million in both the year ended December 31, 2020 and nine months ended September 30, 2021, pursuant to the draft separation agreement. The amounts are comprised principally of intercompany financing transactions stemming from ZimVie's and Zimmer Biomet's shared cash management and treasury program. Following the separation, ZimVie will perform its own cash management and treasury functions.

(j) In connection with the separation, Zimmer Biomet will contractually be assigned a lease that was previously with a ZimVie subsidiary. Subsequently, a short-term sublease agreement for a portion of the space in this facility will be entered into between ZimVie and Zimmer Biomet. Although the sublease will provide optional extension terms to ZimVie, we estimate the initial term of the sublease to be six months and, for purposes of the unaudited pro forma combined financial information, we have assumed that no extensions beyond that period will be exercised. ZimVie will not recognize a right-of-use asset nor a lease liability for this sublease given the initial term is twelve months or less. Adjustments in the amount of $15.9 million to other assets, $2.2 million to other current liabilities and $14.9 million to lease liability at the balance sheet date were recorded to reflect the transfer of this lease from ZimVie to Zimmer Biomet. ZimVie incurred $3.7 million and $2.7 million of rent expense associated with the leased facility, which is included in the historical combined statement of earnings for the year ended December 31, 2020 and nine months ended September 30, 2021, respectively. The expense associated with the short-term sublease agreements is estimated to be $0.5 million for the year ended December 31, 2020 and nothing for the nine months ended September 30, 2021 since it is only a six-month sublease. The resulting difference in expense of $3.2 million and $2.7 million was recorded to decrease selling, general and administrative expense for year ended December 31, 2020 and nine months ended September 30, 2021, respectively, in the unaudited pro forma combined statement of earnings.

In connection with the draft separation agreement, certain employee benefits recorded in other current liabilities of $1.5 million and other contract-related assets recognized in prepaid expenses and other current assets of $1.0 million that were included in the combined balance sheet will not transfer to ZimVie at separation. Therefore, adjustments have been made to eliminate these amounts.

(k) Represents the reclassification of Zimmer Biomet's net investment in ZimVie, including other pro forma adjustments, into Common stock, par value $0.01, and additional paid-in capital to reflect the number of shares of ZimVie common stock expected to be outstanding at the distribution date. The assumed number of outstanding shares of common stock is based on the number of shares of Zimmer Biomet common stock of [●] outstanding as of [●], 2022 and an assumed pro-rata distribution ratio of [●] share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock.

(l) Prior to the Separation, certain legal steps will be required to execute the Separation which will result in different tax basis values on certain assets. These changes in tax basis will result in an increase to ZimVie's deferred tax liabilities by $50.0 million.

BUSINESS

Overview

We are a leading medical technology company dedicated to enhancing the quality of life for spine and dental patients worldwide. We develop, manufacture, and market a comprehensive portfolio of products and solutions designed to treat a wide range of spine pathologies and support dental tooth replacement and restoration procedures. Our broad portfolio addresses all areas of spine with market leadership in cervical disc replacement, and we are well-positioned in the growing global dental implant and biomaterials market with market leadership in oral reconstruction. In 2020, we generated total third party net sales of $897 million.

ZimVie was built through the acquisition and integration of over a dozen leading spine and dental businesses and brands over the course of more than 30 years. ZimVie today is the result of the combination of Zimmer's and Biomet's spine and dental portfolios in 2015, and the subsequent development of new products and technologies, as well as business development activities. As a result of our rich history and comprehensive portfolio, we are well-positioned to expand our presence in the spine surgery and tooth replacement markets we serve.

We estimate the global spine surgery market generated approximately $12 billion in sales in 2021. Within spine surgery, we believe that MIS and motion preservation solutions represent the highest growth market category. We estimate the global tooth replacement market generated approximately $8 billion in sales in 2021. Within tooth replacement, we expect the value implants, biomaterials and digital dentistry categories to grow faster than the overall market.

We have leading positions in a number of attractive submarkets of the broader global markets for spine and dental we serve. Our established commercial infrastructure and large sales force support our meaningful presence in both established and emerging markets.

We operate on a global scale and utilize a network of directly-employed sales representatives, independent sales agents, and exclusive distributors to market our products in 70 countries in North America, Europe, Latin America and Asia. We sell our spine products through a combination of direct sales channels and distributors, while we sell the majority of our dental products through direct sales channels, utilizing distribution partners only in smaller geographic areas. In 2020, approximately 95% of our total dental net sales were from our direct sales efforts. Upon the separation, we will have approximately 2,700 employees globally, with approximately 900 employees focusing on sales, marketing and key commercialization activities and approximately 300 employees focusing on research and development. Additionally, we expect to operate six manufacturing sites and devote significant resources to training and educating surgeons and clinicians regarding the proper use, safety, and reproducibility of clinical outcomes for our products. Our education and training programs are led by our medical education team and field experts, and integrate training with professional development, enabling us to introduce our innovative products and procedures.

Our operations are principally managed in two product markets, spine and dental:

Spine

In the Spine products market, we design, manufacture and distribute a full suite of spinal surgery solutions to treat patients with back or neck pain caused by degenerative conditions, deformities, tumors or traumatic injury of the spine. Our comprehensive portfolio includes implants, instrumentation, biologics and bone healing technologies. We also offer differentiated, motion preserving products in our spine portfolio, including Mobi-C Cervical Disc and The Tether device. Our products and services are utilized in hospitals and surgery centers for open and minimally invasive surgical procedures for the cervical, thoracic and lumbar spine. Our global net sales from our spine business was $529 million for the fiscal year ended December 31, 2020, as compared to $608 million for the fiscal year ended December 31, 2019.

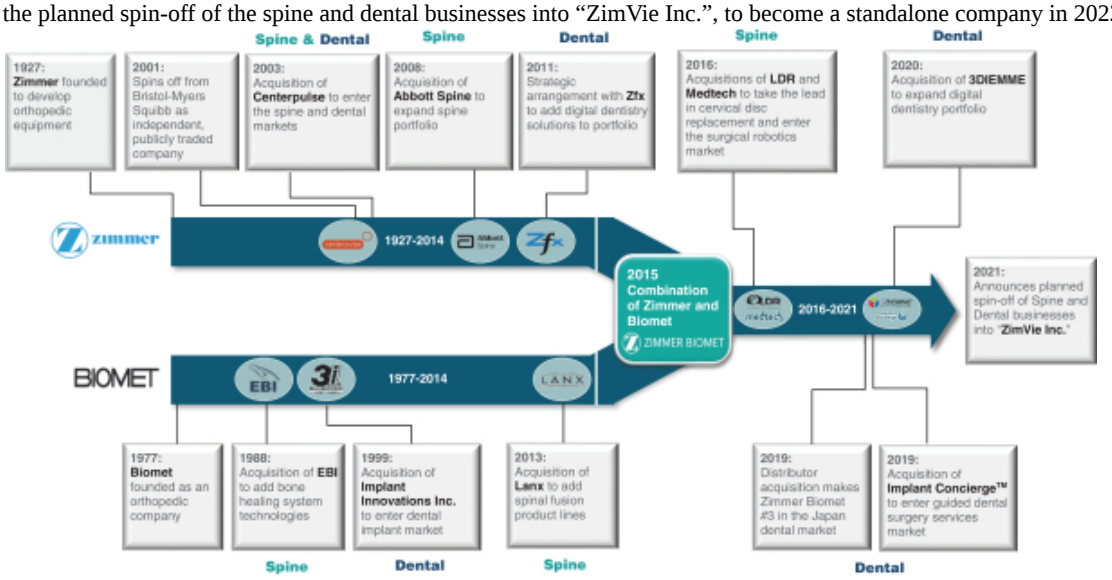
Dental

In the dental products market, we design, manufacture and distribute a comprehensive portfolio of dental implant solutions, biomaterials and digital dentistry solutions. Dental implants are intended for patients who are totally without teeth or are missing one or more teeth. Our products and solutions are utilized in oral surgery centers, DSOs and dental offices by oral surgeons and dental clinicians to provide patients with a more natural restoration to resemble the original teeth. We also service the clinician community by offering a variety of solutions to the dental laboratories they partner with. Our implant portfolio is complemented by our robust line of biomaterial solutions that are used for soft tissue and bone rehabilitation, and can help patients qualify for dental implant surgery by building sufficient bone utilizing bone grafting techniques and lead to improved esthetic outcomes. Digital dentistry is a growing category of the dental market and we offer a full suite of digital dentistry technologies that are designed to work together with our dental implant systems to deliver fully integrated, end-to-end implant-based tooth replacement solutions for oral surgeons, dental clinicians and dental laboratories. Our global net sales from our dental business was $368 million, for the fiscal year ended December 31, 2020, as compared to $414 million for the fiscal year ended December 31, 2019.

Our Company History

Our proud heritage began inside Biomet in 1988 through the acquisition of EBI Medical Systems, Inc., a leader in bone-growth electrical stimulation and external bone fixation markets. In 1999, Biomet entered the dental implant market through its acquisition of Implant Innovations, Inc., and further enhanced its spine portfolio through its acquisition of Lanx, Inc. in 2013, gaining access to two spinal fusion product lines. Zimmer entered the spine and dental markets in 2003 through its acquisition of Centerpulse AG, a pure-play orthopedics company with a leading spine and dental platform.

Following Zimmer's combination with Biomet, Zimmer Biomet acquired LDR Holding Corporation and Medtech SA in 2016 to accelerate the spine business into a leading position in cervical disc replacement and enter the surgical robotics market. Between 2019 and 2020, the dental business was reshaped through multiple tuck-in acquisitions that expanded digital dentistry capabilities to include guided surgery services with the acquisition of Implant Concierge, LLC, as well as CAD/CAM software and surgery guide production capabilities with the 3DIEMME srl acquisition. In 2021, Zimmer Biomet announced the planned spin-off of the spine and dental businesses into "ZimVie Inc.", to become a standalone company in 2022.



Our Competitive Strengths

We believe the following strengths provide us with significant, long-term advantages:

Comprehensive portfolio of brands trusted by surgeons and clinicians worldwide. We believe that our long history and focus on innovation, quality, patient safety and clinical outcomes has earned us brand recognition across our offerings and a reputation for high quality products and services. Our spine product portfolio addresses all areas of spinal surgery. We offer a range of thoracolumbar and cervical implants and instruments, as well as biologics and bone healing solutions to treat non-union fractures within our spine business. Our key spine products include the Mobi-C device, a market leading cervical disc replacement solution for motion preservation that has received significant regulatory and clinical recognition among the scientific and medical communities, as well as The Tether device, a first-of-its-kind fusion-less alternative scoliosis treatment for young patients requiring surgery. Our dental portfolio is comprised of a comprehensive range of dental implants, biomaterials and digital hardware and software that address tooth replacement needs. We have sold more than 10 million dental implants worldwide, working with thousands of oral surgeons and clinicians to deliver successful patient outcomes. We believe that the Puros® family of allografts, a key product line within our biomaterials offering, is a preferred option for tissue augmentation procedures and maintains strong brand equity with oral surgeons and clinicians worldwide. We believe our commitment to delivering best-in-class products and solutions has enabled us to foster deep relationships, build loyalty with our customers and drive market share gains.

Well-positioned in attractive, growing spine and dental submarkets. We believe that our extensive and clinically differentiated product portfolio, supported by our ongoing commitment to innovation, positions us for sustainable growth in the markets we serve. Our spine business is a market leader in motion preserving spine technologies, while our dental business is a global leader in oral reconstruction, holding leading positions in the dental regenerative and biomaterials market and the dental implant and digital dentistry markets. We see significant potential in the growing motion preservation category of our spine business. Our newer products, such as Mobi-C and The Tether devices, allow us to deliver a more comprehensive set of solutions to meet surgeon and patient needs. In addition, we believe our biomaterials and digital dentistry solutions supplement our existing dental implant offerings and strengthen our role as a provider of end-to-end tooth replacement and restoration solutions. We believe the tooth replacement market is one of the most attractive submarkets of the dental industry. Within this market, the biomaterials and digital dentistry, as well as certain dental implant submarkets, both at the product and geographic level, are growing faster than other submarkets and we maintain a strong presence in these higher growth categories.

Compelling body of clinical evidence. We have conducted extensive preclinical and clinical studies and developed a substantial body of scientific and clinical data over the last 20 years, supporting the safety and efficacy of our spine and dental products. Clinical data supporting our spine products has been published in more than 750 peer-reviewed journal articles, including the International Journal of Spine Surgery and The Journal of the American Medical Association (Surgery). Additionally, scientific and clinical evidence supporting our dental products has been published in more than 1,000 peer-reviewed journal articles, including the Journal of Clinical Periodontology, Clinical Oral Implants Research, Journal of Dental Research, Clinical Implant Dentistry and Related Research, and the Journal of Periodontology. Mobi-C is the first PMA-approved cervical disc in the United States for the treatment of one or two levels of the cervical spine and is determined by the FDA to be statistically superior to fusion at seven years for two-level cervical disc placement. The Tether device is the first and only FDA-approved device for anterior vertebral body tethering (“AVBT”), and our humanitarian device exemption approval was based on over seven years of clinical data validating the safety and effectiveness of The Tether in deformity correction. Our dental implant systems and Puros allografts have been clinically documented to provide predictable results through improved implant and abutment seal integrity and strength as well as enhanced biomaterials processing. With surgeons and dental clinicians increasingly practicing evidence-based medicine, we believe our meaningful body of clinical evidence will continue to strengthen our brand reputation and the value of our offerings.

Established commercial infrastructure with global reach. As of August 1, 2021, we had approximately 900 employees focusing on sales, marketing and key commercialization activities, with direct sales presence in approximately 30 countries. For our spine business, we deliver our products to our customers through a combination of our direct sales channel and distributors. For our dental business, we sell a majority of our products directly to our customers and utilize distribution partners in smaller geographic areas. In 2020, approximately 95% of our total dental net sales were from our direct sales efforts. We have a disciplined approach to market development that centers on active and direct engagement with healthcare institutions and providers, as well as distributors and healthcare dealers. Our target customer base includes spine surgeons, oral surgeons, dentists and other oral health professionals, practicing in hospitals, ambulatory surgery centers ("ASCs"), DSOs and dental offices in over 70 countries. We support these surgeons and clinicians through numerous aspects of medical education, such as live surgical, hands-on, in-field and web-based training. We believe that our approach to engagement across multiple constituents will drive awareness of and proficiency in using our products while enhancing patient access to high quality care.

Track record of successful innovation, tuck-in acquisitions and strategic partnerships. We believe our strategic focus on and experience with innovation, through a combination of internal and external development activities, provides us with a significant competitive advantage. Our research and development organization works in close partnership with surgeons, clinicians and key opinion leaders to sustain a flexible and collaborative approach to product development. We have developed a number of new products over the years, including our broad suite of dental implants and surgical kits designed to address all clinical indications. We also developed The Tether device, a first-of-its-kind treatment for scoliosis in young patients featuring a fusion-less, flexible cord system that gained the first approval order for a humanitarian use device in spinal pediatrics in over 15 years. Our new product development initiatives are supplemented by complementary acquisitions and strategic partnerships. We have had success creating value through our acquisition activity, including the acquisition of the Mobi-C device, which has enabled us to become a market leader in the CDR category. In addition, we have a strong position in the regenerative category of the dental market through an exclusive distribution agreement for the Puros family of allografts and multiple other partnership agreements for our broader regenerative portfolio. We have also continued to expand our global footprint in the growing market for digital restorative dentistry solutions through a distribution agreement for intraoral scanners.

Experienced management team with deep industry expertise. Our executive management team has extensive commercial, operational, and financial experience, and a strong track record of leadership, performance, and execution in the medical device industry. The team has a proven track record of successfully executing on a variety of business development initiatives, and together, they bring over 100 years of collective experience at respected global companies, including prior leadership roles within Zimmer Biomet. We believe that the extensive company and industry experience of our management team will serve as a source of strength and innovation to guide us into the future.

Our Growth Strategies

We intend to leverage our strengths and maximize stockholder value through enhanced focus and improved resource allocation to invest in innovative new technologies across our spine and dental businesses. We believe our portfolio will benefit from the increased investment and attention we can provide as an independent company, and the following key initiatives will enable our success:

Leverage our biomaterial and digital dentistry platforms coupled with implant innovation to further advance our dental business. The dental implant market is an attractive, growing sector and in order to capitalize on these trends, we plan to expand upon our existing implant portfolio to address a range of clinical indications. We believe biomaterials and digital dentistry will hold positions of increasing importance in the tooth replacement process. To support the growth of our dental business, we intend to leverage and build upon our position and capabilities in these two areas, and continue supporting the expansion of our leading position in implant offerings. Biomaterials can help patients qualify for dental implant surgery by building sufficient bone utilizing

bone grafting techniques and lead to improved esthetic outcomes. In addition, we intend to expand our digital dentistry offering by prioritizing software innovation that optimizes end-to-end digital workflows. Through our product enhancements in these areas, we believe that we will be able to increase our share in the dental implant market by offering a complete suite of products and workflow solutions for tooth replacement and restoration. Overall, our dental portfolio strategy seeks to leverage the strength of our existing portfolio to develop new solutions to target the specific unmet needs of our customers.

Drive surgeon and clinician awareness of and proficiency in using our products and solutions through medical education. We intend to devote significant resources to building out our clinical training and education infrastructure in order to deepen our relationships with surgeons and clinicians and enhance patient access to high quality care. We intend to expand our existing education programs and offer personalized educational curriculum to fit the needs of our surgeons and clinicians. Our continuing education portfolio will encompass science-based education, hands-on product training, clinical instruction, and practice management training, both in person and in a remote setting. We believe further education supports our research and development initiatives as we continue to foster relationships with surgeons, clinicians and key opinion leaders and collaborate on new product development initiatives. Medical education is a critical component of our service offering, and we believe our continued investment in professional development will result in enhanced product training to ensure the best treatment outcomes for patients.

Employ a disciplined approach to improving profitability and cash flow. As an independent company, we intend to focus on delivering operating efficiencies through cost saving initiatives in order to improve our margins. We have identified a number of actionable areas to generate savings by simplifying our operating model, standardizing and centralizing service activities, and enhancing our commercial, manufacturing and supply chain functions. We believe that these cost saving initiatives will generate cash flow that can be used to fund innovation and pursue strategic initiatives to drive growth.

Selectively pursue strategic acquisitions and alliances in attractive, high growth market segments. We are committed to the success of our existing portfolio, and we intend to maximize stockholder value by identifying, evaluating and deploying capital to strategic opportunities that enhance our product offerings. We have a long history of building our Company through the acquisition and integration of over a dozen leading spine and dental businesses and brands. We are focused on identifying potential opportunities in attractive, high growth market segments, which we believe will allow us to further build upon our scale and accelerate our path to market leadership. We will continue to follow a highly disciplined approach when evaluating new opportunities.

Industry Overview

We operate in the large and growing global markets for spine surgery and dental tooth replacement.

Spine surgery industry overview

The spine is the key structural support system in the body designed to provide balance and stability, while also protecting the spinal cord, nerves and internal organs. It is a complex arrangement of bones, joints, muscles, ligaments, a spinal cord, and nerves; therefore, substantial variability exists among surgical treatments. The majority of spine disorders are a result of degenerative conditions, deformities, tumors and trauma.

The prescribed treatment for spine conditions depends on the severity and the duration of the spine disorder and often starts with medical management. When medical management is insufficient, some patients will require spine surgery, with or without a spinal implant. Spine surgeries without an implant include discectomy (removal of the spinal disc) and laminectomy (removal of the vertebral bone) to relieve pressure on the spinal cord. Depending on the severity of the condition, surgeons may recommend surgery with an implant to restore disc height, stabilize the normal motion of the spine, or eliminate mobility of the affected area.

Spine disorders are prevalent and approximately five million spine surgeries are performed annually worldwide. Degenerative disc disease and scoliosis are among the most common spine conditions requiring surgery with an implant. Degenerative disc disease is age-related wear and tear of the spine, resulting in chronic back or neck pain, weakness, numbness and shooting pains in the arms and legs. Scoliosis is a lateral curvature of the spine that occurs most often just before puberty, and is the most common spinal deformity in children and adolescents.

Global spine surgery market

The global spine surgery market is a large and growing sector with estimated total product sales of approximately $11 billion in 2021. We estimate that the overall spine surgery market will grow at approximately 2.5% between 2021 and 2026, and certain submarkets within the spine market have experienced significantly greater growth rates. We believe the market for spine surgery solutions will continue to be driven by: an aging population; expanding access to care and increasing economic affluence in emerging markets; increasing demand for robotics and less-invasive surgical treatments; and a growing shift in certain spine surgeries from the hospital to ASCs.

The global spine surgery market consists of spinal fusion and non-fusion implants, instruments, biologics, bone healing devices and enabling technologies. The global spine surgery market is comprised of two primary procedure types: (1) open surgery and (2) MIS. Most spine surgeries are performed using open surgical procedures with an estimated market size of approximately $9 billion in 2021, which we expect to grow at average, annual low-single digit rates through 2026. We believe that MIS has an estimated market size of approximately $2 billion in 2021, which we expect to grow at average, annual mid-single digit rates between 2021 and 2026. Within the open surgery and MIS markets, the use of motion preservation devices and enabling technologies has become increasingly common.

The table below provides a summary of the key characteristics of global spine surgery product categories:

Global spine surgery market

Product category	Key products	Estimated market size (2021)(1)	Estimated market growth (2021-2026)(1)
Core and complex solutions	Cervical fusion Thoracolumbar interbody fusion Bone healing technology Ortho-biologics	~$9.0B	Low single digit
MIS solutions	Screw fixation systems Interbody devices	~$1.9B	Mid-single digit
Motion preservation devices	Cervical Disc Replacement (CDR) Anterior Vertebral Body Tethering (AVBT)	~$0.4B	High single digit
Enabling technologies	Navigation technology Robotics	~$0.3B	Mid-to-high teens

(1) Estimates are not precise and are based on competitor annual filings, Wall Street equity research and Zimmer Biomet estimates.

Background on ZimVie spine surgery product categories

Core and Complex Solutions consists of spine fusion implants and fixation systems designed to aid the restoration of spinal alignments and provide fixation during the fusion process. Spinal fusion implants account for a majority of the share in the global spine implants market, and consist of rods, screws, hooks, plates or cages, which are often used in combination to promote spine fusion. Biologics, such as allogenic (derived from human bone) and synthetic bone graft substitutes, are typically used during spine fusion surgeries to stimulate bone growth formation. Bone healing technologies that deliver low-level electrical signals to the fusion site are also commonly utilized to promote bone remodeling and fusion.

Core and complex products are typically used in an open surgery setting. During an open surgery, the spine is exposed through a large incision, resulting in disruption of the surrounding muscle soft tissue. Despite the inherent risks of infection, bleeding, and pain, open surgery is often the preferred or only approach for a variety of conditions, and it is the standard of care for most spinal pathologies, including degenerative disc diseases and deformities.

MIS Solutions consists of implants and instrumentation that are utilized during a minimally invasive procedure. MIS procedures are performed through a small incision, often using specialized surgical instruments and advanced imaging modalities. MIS offers significant benefits over open surgery, including shorter procedure and recovery times, lower complication rates, and reduced variability of care. These advantages have been shown to contribute to reduced peri-operative morbidity and higher spine fusion rates.

Minimally invasive techniques have traditionally been adopted more slowly in spine surgery than in other surgical fields primarily due to the difficulty of accessing and visualizing the spine and other critical structures through small, closed working channels as well as limited training and surgeon skill to perform MIS. However, technological innovations and enhanced operative techniques are allowing more surgeons to gain access to the spine while minimizing muscle dissection, disruption of ligament and soft tissue damage to achieve better patient outcomes.

Motion Preservation consists of artificial discs and other non-fusion devices where the primary goal is to preserve motion of the spine. Cervical degenerative disc disease is a common condition corrected by anterior cervical spinal fusion today, and approximately one-third of these procedures are estimated to be clinically acceptable for a CDR. While a fusion procedure limits motion almost entirely, artificial discs aim to restore the natural motion of the spine, which is important for the cervical spine. Motion preservation devices are also creating new markets for spinal implants by treating pathologies that were previously untreatable with traditional fusion procedures.

Across the industry, MIS, motion preservation implants, and enabling technologies are gaining broader acceptance among providers and surgeons as they seek to bring accuracy, precision and efficiency to procedures. While spinal fusion is the standard of care today, motion preservation implants can be used to treat similar pathologies while preserving the natural motion of the spine. For example, the cervical spine is the most flexible part of the spine and therefore motion preservation is critical. We believe adoption of motion preservation implants to treat cervical degenerative disease and other conditions will grow at a more rapid pace and continue to take share from the spinal fusion submarket.

Spine surgeries are performed at hospitals, specialty orthopedic and spine centers, and ASCs. Spine care delivery in ASCs is expected to grow from 10% in 2021 to greater than 25% over the next five years as more advanced spinal implants, fixation systems, biologics, and enabling technologies are brought to market. We believe the demand for less-invasive surgical alternatives and care will continue to drive greater adoption of our motion preservation and MIS portfolio.

Dental tooth replacement industry overview

Despite continued advances in preventive dentistry over the years, tooth loss remains a major public health problem worldwide, especially among older adults. We estimate that approximately 600 million people are affected by tooth

loss in the developed world but only a fraction seek treatment. Tooth loss is a debilitating and irreversible condition and often leads to a deterioration in physical health, functionality, esthetics and quality of life. Furthermore, individuals who experience tooth loss may be susceptible to further oral degeneration that worsens over time. Bone loss in the jaw progresses in the absence of stimulation provided by a connection with the tooth and may also be accompanied by decreased tissue regeneration and decreased tissue resistance in the lining of the mouth. When left untreated, tooth loss can also impact engagement in ordinary daily activities as a result of altered speech, loss of self-confidence and difficulties in eating and chewing.

While a variety of tooth replacement solutions exist, dental implants are considered the standard of care for the prosthetic replacement of missing teeth in dentistry today. In certain cases, a full arch restoration (complete replacement of the teeth) may be required. Surgically placed in the jawbone and allowed to fuse with the bone over the span of a few months, dental implants act as a replacement for the root of a missing tooth. This “artificial tooth root” serves to hold a replacement prosthetic tooth, crown or bridge, which is connected and fastened to the implant through an abutment. In some cases, a dental bone graft procedure may be required in order to increase the amount of bone in the part of the jaw where bone has been lost and where additional support is needed. With stimulation provided by the new implant, natural bone in the jaw regenerates and replaces the bone graft material, resulting in a fully integrated region of new bone. Additional biomaterials are commonly used in conjunction with these procedures to facilitate and enhance hard and soft tissue regeneration.

Global dental tooth replacement market

We believe the global tooth replacement market is an attractive market, with estimated total product sales of approximately $8 billion in 2021, which we expect to grow, on average, at annual mid-single digit rates between 2021 and 2026. We believe the future growth of the global tooth replacement market will be driven by: increasing awareness of treatment options among dentists, clinicians and patients; growth in the number of trained oral surgeons and dental clinicians through education programs; an aging population associated with a higher prevalence of tooth loss; increasing demand for esthetic outcomes; and greater disposable income in emerging markets.

The tooth replacement market is comprised of three core product categories: (1) dental implant solutions; (2) biomaterials; and (3) digital dentistry. While dental implant solutions represent the largest category of the broader tooth replacement market, biomaterials and digital dentistry, along with certain categories of the dental implants market, are expected to grow at a faster pace than the overall market.

The table below provides a summary of the key characteristics of global dental tooth replacement product categories:

Global dental tooth replacement market

Product category	Key product categories	Estimated market size (2021)(1)	Estimated market growth (2021-2026)(1)
Dental implant solutions	Dental implants Abutments and prosthetics Surgical instrumentations and kits	~$5B	Mid-single digit
Biomaterials	Bone graft substitutes Dental membranes Tissue regeneration products	~$1B	Mid-single digit

Global dental tooth replacement market

Product category	Key product categories	Estimated market size (2021)(1)	Estimated market growth (2021-2026) (1)
Digital dentistry	Guided surgery Capital equipment *(intraoral scanners, CAD/CAM milling solutions, 3D printers)* Design software	~$2B	High single digit

(1) Estimates are not precise and are based on competitor annual filings, Wall Street equity research and Zimmer Biomet estimates.

Background on ZimVie tooth replacement product categories

Dental Implant Solutions consists of implants, surgical tools, abutments and other restorative components that are needed to complete implant-based tooth replacement procedures. Dental implants may be distinguished by their design (tapered or straight), surface treatment, bone-level or tissue-level, width and height, material and abutment connection type. Fully tapered bone level titanium implants are the most commonly used implants today; however, a broad offering of implant types is critical for dental implant manufacturers to meet the varying needs of oral surgeons and dental clinicians. Surgical tools, stock and patient-specific abutments, and other restorative components are ancillary products within broader implant systems and are often sold in conjunction with the implant.

Biomaterial Solutions consists of bone graft substitutes, membranes and tissue regenerative products. Biomaterials can help treat patients with tooth replacement therapy who would not otherwise qualify for the therapy by building sufficient bone utilizing bone grafting techniques. While bone tissue may be sourced from elsewhere in the patient (autograft), bone graft substitutes derived from human donors (allografts), animals (xenografts), or synthetic materials are also used in bone graft procedures. Allografts represent the most commonly used bone graft substitute in the United States, while xenografts represent the most commonly used bone graft substitute outside the United States, as many countries limit the use of allografts. Sales of other biomaterials, such as dental membranes, growth factors, and tissue regenerative products, are generally correlated to the sales of dental implants, as these products are often used in conjunction with dental implants as part of the broader implant procedure.

Digital Solutions includes enabling technologies such as intraoral scanners, desktop scanners, mills, chairside systems, 3D printers, CAD/CAM materials, treatment planning and designing software, and surgical guides. Digital dentistry is rapidly changing the dental market by reducing the learning curve for dentists and making treatments more accurate, efficient and cost effective. Furthermore, by making dentistry less complex and more predictable, these technologies are allowing dental general practitioners to shift to more specialized procedures and in-source certain workflows previously performed by dental laboratory partners.

Beyond our core tooth replacement markets, there are a number of adjacent dental markets which we believe provide an opportunity to further grow and expand our offerings in the future. In the event we choose to enter into an adjacent dental market, we believe our strong customer relationships in the implant specialist, general practitioner and dental laboratory channels, as well as our educational infrastructure and general manufacturing capabilities, would provide us with a strong competitive advantage.

As practitioner expertise and supporting technology around dental implants have continued to advance, an increasing number of dentists have begun integrating dental implant procedures into their practices. In the past, the complex implant procedure was largely limited to the purview of well-trained specialists such as oral and

maxillofacial surgeons. However, recent developments in implant platforms and digital scanning technologies have lowered the barrier to entry, allowing for higher precision and a lower margin of error without sacrificing reliability. As a result, a growing number of general practitioners are now receiving supplementary training in implant dentistry to broaden their skillset.

In recent years, the broader dental practice industry has been consolidating into large DSOs. While the increased scale of group practice DSOs allows for greater negotiating power in the purchase of dental implants and other dental products, DSOs have also helped to extend the reach of dental implants to previously underserved segments of the market. Additionally, general dentists at DSOs, who are typically less experienced than general dentists in private practice, often benefit from educational programs. These trends provide an opportunity for dental manufacturers to compete through service, support and educational offerings.

Across the industry, the size and number of competitors vary by product line and from region to region. Competition in the tooth replacement market is primarily based upon product performance and clinical efficacy, quality, safety, ease of use, price, customer service, innovation, and acceptance by clinicians and patients. Additionally, in many countries or regions with vast geographies, manufacturers often must rely on a combination of direct and indirect selling resources, local and/or in-region manufacturing, customer support/service, and educational infrastructure.

Our Products

We have a long history of developing innovative spine and dental products with extensive input from surgeons and clinicians. Today, our portfolio includes a full range of products designed to treat a wide range of spinal pathologies and tooth replacement and restoration procedures. Our products and technologies facilitate less-invasive applications across both spine and dental surgery procedures to enable better outcomes.

Our spine products

We offer a broad product portfolio of surgical spine solutions designed to improve clinical outcomes for patients. Our products are utilized in an open and MIS setting and our portfolio is organized into three primary product categories: (1) core and complex solutions; (2) minimally invasive solutions; and (3) motion preservation solutions. Our global net sales from our spine business was $529 million for the fiscal year ended December 31, 2020, as compared to $608 million for the fiscal year ended December 31, 2019.

Core and complex solutions. Our comprehensive suite of market leading products supports surgeon efforts to treat a spectrum of spinal pathologies including degeneration and deformity. The portfolio includes spinal fusion implants and instrumentation for various spinal procedures, biologics and bone healing technologies. The key products in our core and complex spine portfolio consist of the following:

Core & complex spine products		Description
ROI-C®		Novel standalone cervical device designed for zero-profile anterior cervical discectomy and fusion (ACDF). Allows for an efficient surgical experience and eases surgeon workflows, requiring just one universal instrument set.
MaxAn®		Only anterior cervical plate designed to help minimize the risk of Adjacent Level Ossification by offering the widest cephalad/caudal screw angle sweep. Available in multiple plate sizes depending on patient need.

Core & complex spine products		Description
Virage®		Occipito-Cervico-Thoracic spinal fixation system designed to simplify rod alignment and minimize operating time. Offers the widest range of screw diameters and can be utilized in longer constructs.
Vital™		Versatile and comprehensive pedicle screw platform that provides the essential components needed to execute rigid fixation of challenging anatomies in complex thoracolumbar procedures. The system consists of a variety of screw types, iliac screws, connectors and rods to achieve an implant construct as necessary on a case-by-case basis.
Lumar Interbody Devices		A variety of PEEK and 3D printed titanium interbody cages to facilitate various approaches to the lumber spine.
Bone Healing Technologies		Electrical stimulation medical devices used to promote healing of various bone-related injuries. Key offerings include non-invasive solutions such as our SpinalPak®, OrthoPak® and Biomet EBI Bone Healing System products as well as our implantable spinal fusion stimulators, the SpF® PLUS-Mini and SpF-XL IIb.
Biologics	 	**PrimaGen Advanced™ Allograft**: Developed to overcome the limitations of other bone graft substitutes and simplify care delivery. Packaged in an intuitive, proprietary pre-filled delivery syringe and features a built-in filter that allows for the full preparation of the allograft material within the syringe. **Puros Allograft System**: Precision-machined thoracolumbar allografts in a wide range of shapes, sizes and lordotic angles. Each implant includes features to ease insertion, reduce migration and resist pull-out to help support stable fusion procedures.

MIS solutions. Our MIS solutions portfolio delivers implant and instrumentation systems specifically designed to support MIS approaches. These procedural solutions are intended to optimize surgeon workflows and provide to patients the clinical benefits that may be associated with shorter and less-invasive procedures. The key products in our MIS solutions portfolio consist of the following:

Minimally invasive solutions		Description
Vital MIS		Percutaneous screw delivery system that offers a broad range of cannulated implants and specialized instrumentation for a minimalized, percutaneous or mini-open approach. Designed to provide surgeons with the flexibility to utilize instrumentation based on their personal technique, preference and specific patient needs.
Timberline®		Comprehensive MIS lateral approach solution featuring a robust, intuitive and radiolucent retractor designed to improve visualization and minimize migration, especially at challenging levels—all accompanied by a broad implant portfolio, including novel, lateral, modular plate fixation device that easily and accurately accommodates varying plate styles, sizes and positioning.

Motion preservation solutions. Our motion preservation portfolio offers non-fusion alternatives where either mobility for cervical disc replacement or growth modulation for anterior vertebral body tethering are important objectives with clinically established patient benefits. The key products in our motion preservation solutions portfolio consist of the following:

Motion preservation		Description
Mobi-C		First cervical disc in the United States approved for the treatment of one or two levels of the cervical spine. With over 10 years of data, it was determined by the FDA to be statistically superior to fusion at seven years for two-level CDR. In early 2020, achieved a milestone of 150,000 Mobi-C discs implanted across more than 40 countries.
The Tether		Non-fusion spinal device comprised of titanium alloy anchors, bone screws and set screws, centered around a strong, flexible polymer cord. The Tether is the first and only FDA-approved device for AVBT.

Our dental products

We offer a broad product portfolio of surgical, biomaterial and digital hardware and software solutions designed to serve the needs of oral surgeons, clinicians and their patients. Our product portfolio is organized into three primary categories: (1) dental implant solutions; (2) biomaterial solutions; and (3) digital dentistry. These categories are highly complementary and essential to providing complete end-to-end implant-based tooth replacement solutions. Our global net sales from our dental business was $368 million for the fiscal year ended December 31, 2020, as compared to $414 million for the fiscal year ended December 31, 2019.

Dental implant solutions. We offer a comprehensive line of dental implant systems, prosthetic and abutment products, and surgical instrumentation and kits to address a wide range of clinical needs and indications. Our implant system portfolio encompasses tissue-level and bone-level implants, in a variety of surfaces, shapes, sizes and widths, to provide a full range of solutions for restoring the tooth's natural appearance and function. The key products in our dental implant solutions portfolio consist of the following:

Dental implant solutions		Description
Tapered Screw-Vent® (TSV®) Implant System		Our flagship dental implant with 20+ years of clinical data history. Enables immediate placement and/or loading by shielding crestal bone from concentrated occlusal forces.
T3® Implant System		Designed to deliver esthetic results through healthy tissue preservation. Features hybrid multi-surface topography, integrated platform switching, and seal integrity provided by stable and tight implant/abutment interface to minimize micromotion.

Dental implant solutions		Description
Other Dental Implant Systems		**OSSEOTITE**®: Features an acid-etched surface designed to facilitate osseointegration. One of the most well-researched implant surfaces on the market today with 10+ years of clinical data history. **Trabecular Metal**®: Metal dental implant that features a mid-section with cancellous-like porosity and highly-biocompatible tantalum, which studies have shown elicits a BioBoost Effect™, whereby naturally-occurring growth factors are multiplied to deliver faster healing and earlier bone formation than traditional implants. **3.1mmD Eztetic**®: Implant solution for narrow anterior sites, combining innovative implant design, Conical, Double Friction-Fit Connection and surgical protocol. **Spline**®: High-strength interface enabling precise locking of implant and abutment to reduce micro-movement and joint failure. **SwissPlus**®: Micro-textured, titanium tissue-level implant designed to be placed with one surgical procedure, minimizing trauma for the patient.
Surgical Instrumentation		Extensive line of surgical instrumentation and kits, including drills, taps, wrenches, and osteotomes, to complement dental implant systems, enabling a broad range of treatment procedures for implant placement.
Abutments and Other Restorative Components		Full range of abutments and other associated restorative products, including impression copings, abutment analogs and provisional abutments and associated instrumentation. Provides abutment solutions for provisional and final restorations and is available in different tissue heights and profiles to deliver optimal esthetics and clinical outcomes.

Biomaterial solutions. We offer a comprehensive line of biologic products for soft tissue and bone rehabilitation. Our portfolio includes bone grafts, barrier membranes, and collagen wound care products. The key products in our biomaterial solutions portfolio consist of the following:

Biomaterial solutions		Description
Puros Allografts		Comprehensive family of bone grafts for soft and hard tissue augmentation. Puros allografts are clinically documented to provide predictable bone regeneration. Available in particulate, bone block and putty form.
Other Bone Graft Substitutes		Xenograft: Bovine and porcine-derived alternatives to autogenous bone grafts offering predictable remodeling and regeneration and indicated for large and small bone defects. Synthetic: Advanced bone graft substitute available in synthetic hydroxyapatite (HA) and beta-TCP formulations and used in filling of bone defects, sinus elevation, socket preservation, among others.

Biomaterial solutions		Description
Barrier Membranes		Full line of dermis, pericardium and collagen barrier membranes providing long-lasting and comfortable barriers that are strong enough to meet most clinical needs and supple enough to adapt to challenging graft contours.
Collagen Wound Care		Complete portfolio of collagen tapes, patches and other wound care products. Also includes absorbable wound dressings that adhere and provide coverage to oral wounds and sores.

Digital dentistry. We offer a full suite of digital dentistry technologies that provide fully integrated, end-to-end implant-based tooth replacement and full-arch restoration solutions for oral surgeons, clinicians and dental laboratories. Our comprehensive range of solutions includes virtual treatment planning, guided surgery, CAD/CAM workflow systems and components and intra-oral scanners. These products and solutions were designed to work together with our dental implant systems to deliver long-term esthetic and physical integrity that patients demand.

Patient-specific restorative solutions. We offer advanced, patient-specific restorative solutions such as patient-specific components and surgical guides. We design and market our patient-specific abutments, bars, implant bridges, and hybrid restorations under the BellaTek® brand. Our BellaTek abutments are precisely fabricated and exclusively designed to match each patient's tooth anatomy and produce a natural emergence profile through the soft tissue. Our BellaTek-related workflows leverage our Encode® Impression System, which reduces the need for implant level impressions and simplifies the treatment process for patients, surgeons, and restorative clinicians.

We also offer web-based treatment planning and surgery guide design through our Implant Concierge® service. Implant Concierge provides dental specialists, general practitioners, DSOs, and dental laboratories with high quality implant planning, 3D-printed surgical guides and surgery-ready products for all major competitive implant systems. For cases that specify one of our implant systems, we offer SmileZ Today™, a just-in-time personalized supply chain solution delivering all the components necessary for a surgical case. Our key patient-specific restorative solutions consist of the following:

Patient-specific restorative solutions		Description
BellaTek System		Patient-specific CAD/CAM abutments, bars, implant bridges and other hybrid restoration components. BellaTek workflows leverage the Encode Impression System, eliminate the need for implant level impressions and result in an end-to-end treatment solution that optimizes the workflow.
GenTek™ System		Genuine connection components, designed and manufactured to minimize the micro-gaps and micro-movement of dental implants for a robust and stable interface between implants and abutments, helping to ensure the highest product quality and a precise fit.
Encode Healing Abutment / Impression System		Encode Healing Abutment is a healing abutment that can be placed at the time of surgery and remain in the patient's mouth up until delivery of the final restoration. The Encode Impression System simplifies the clinical protocol to capture the final impression for an implant restoration.
SmileZ Today		A one box solution that provides a patient-specific solution for a single-unit implant case.

Hardware and software solutions. We offer a comprehensive portfolio of intraoral scanners that enables multiple digital workflows and efficient collaboration between dental professionals. The key products in our hardware and software solutions consist of the following:

Hardware and software solutions		Description
Intraoral Scanners		Advanced intraoral scanners that provide scanning and imaging to fit the varying needs of clinicians.
RealGUIDE		Cloud-based universal platform for diagnosis, implant planning, designing and printing surgical guides and prosthesis modeling. Provides 2D/3D visualization and implant planning on multiple digital platforms.

Sales and Distribution

We utilize a global network of directly-employed sales representatives, independent sales agents, and exclusive distributors to market our products in 70 countries in North America, Europe, Latin America and Asia. As of August 1, 2021, we had approximately 900 employees focusing on sales, marketing and key commercialization activities.

Spine. We sell our spine implants, instruments, devices, and services through independent sales agents in the United States, and a combination of directly-employed sales representatives, independent sales agents and exclusive distributors internationally. In the United States, each member of our sales team is responsible for a defined territory, and independent sales agents act as our sole representative in their respective territories. The determination of whether to engage an independent sales agent is made on a territory-by-territory basis, with a focus on aligning the sales team's objectives with local surgeons' needs. Our customers include spine surgeons and hospital and ASC administrators.

Dental. We sell dental implant systems, biomaterials, and digital dentistry solutions through a combination of direct sales and distributors globally. Approximately 95% of our products are sold directly to our customers through our directly-employed sales representatives and independent sales agents. We utilize third party distributor partners in smaller geographies. Our typical customers and end-users of our products include oral surgeons, dental specialists, general dentists, dental laboratories and other dental organizations, including DSOs, as well as educational, medical and governmental entities and third party distributors.

In addition to our sales and marketing efforts noted above, we devote significant resources to training and educating surgeons and clinicians regarding the proper-use, safety and reproducibility of clinical outcomes for our products. Our education and training programs are led by our medical education team and field experts, and integrate training with professional development, enabling us to introduce our innovative products and procedures. We provide science-based education, hands-on product training, clinical instruction, and practice management training, both in person and virtually to participants around the world.

Research and Development

We engage in significant research and development activities across both our spine and dental businesses for the purpose of developing new product offerings to meet customer needs as well as to improve upon our existing portfolio.

Our development efforts focus on high growth submarkets that we believe will help augment our existing portfolio and drive future growth. In our spine segment, we will seek to develop enabling technologies as the market shifts to MIS and surgeons and providers seek additional offerings for workflow enhancement. Similarly, within our dental business, we will focus our efforts on developing new implant technologies, biomaterials and digital dentistry solutions to improve surgeon and clinician efficiency and patient outcomes. Our research and development organization maintains an extensive network of relationships with surgeons, clinicians, key opinion leaders and other leading healthcare professionals in spine and dental. The purpose of these collaborative interactions is to assist us in delivering meaningful clinical and economic benefits across all of our new offerings. By partnering with these field experts, we are able to develop products that specifically address unmet surgeon, oral surgeon and dental clinician and patient needs. The efficient development and commercialization of new products and technologies remains key to our core strategy and continues to be an important growth driver for the business.

We expect to continue to leverage our research activities to identify innovative technologies in both the spine and dental markets. In addition to our internal development efforts, we may at times seek to expand our portfolio of offerings through inorganic means, such as acquiring complementary products or businesses, establishing technology licensing arrangements or forming strategic alliances. We intend to further broaden our offerings in select product categories, and with the help of key partners, we are exploring the potential of advanced technologies, including mixed-reality, artificial intelligence and machine learning, all of which have possible applications in multiple areas of our business.

Our primary research and development facilities are located in the United States, in Florida and Colorado. We have additional research and development personnel based in Canada, France and other international locations. As of August 1, 2021, we employed approximately 300 research and development individuals worldwide. For the years ended December 31, 2019 and December 31, 2020, we incurred research and development expenses of $55.6 million and $49.2 million, respectively.

Intellectual Property

Patents and other proprietary rights are important to the continued success of our business. We also rely upon trade secrets, know-how, continuing technological innovation and licensing opportunities to develop and maintain our competitive position. We protect our proprietary rights through a variety of methods, including confidentiality agreements and proprietary information agreements with suppliers, employees, consultants and others who may have access to proprietary information. Although in aggregate our intellectual property is important to our operations, we do not consider any single patent, trademark, copyright, trade secret or license to be of material importance to any segment or to the business as a whole. We own or control through licensing arrangements over 2,500 issued patents and patent applications throughout the world that relate to aspects of the technology incorporated in many of our products. See “Certain Relationships and Related Person Transactions—Intellectual Property Matters Agreement” for a description of the Intellectual Property Matters Agreement we are entering into with Zimmer Biomet in connection with the separation. See also the section entitled “Risk Factors” for a discussion of risks related to our intellectual property.

Materials, Manufacturing and Supply

Our manufacturing operations employ a wide variety of raw materials that we purchase from a large number of independent sources around the world. No single supplier is material, although for some components that require particular specifications or qualifications, there may be a single supplier or a limited number of suppliers that can readily provide such components. We utilize a number of techniques to address potential disruption in and other risks relating to our supply chain, including in certain cases the use of safety stock, alternative materials and qualification of multiple supply sources.

In order to sell our products, we must be able to reliably produce and ship our products in sufficient quantities. Many of our products involve complex manufacturing processes and are produced at one or a limited number of manufacturing sites, including at third party manufacturing sites.

Minor deviations in our manufacturing or logistical processes, unpredictability of a product's regulatory or commercial success or failure, the lead time necessary to construct highly technical and complex manufacturing sites and shifting customer demand increase the potential for capacity imbalances. See the section entitled "Risk Factors" for a further discussion of risks relating to the materials used in our operations and our manufacturing process and supply chain.

Competition

The spine and dental markets in which we conduct our business, and the medical technology industry in general, are highly competitive and subject to change. The industry is affected by the introduction of new products and technologies and other market activities of industry participants. Our competitors include other global medical technology companies and pure-play spine and dental companies, as well as academic institutions and other public and private research organizations that conduct research, seek patent protection, and establish arrangements for commercializing products that will compete with our products. Our spine segment competes primarily with the spinal and biologic businesses of Medtronic plc, the DePuy Synthes Companies (part of the Johnson & Johnson Medical Devices group), Stryker Corporation, NuVasive, Inc. and Globus Medical, Inc. Our dental segment's primary competition includes The Straumann Group, Dentsply Sirona Inc., Nobel Biocare Services AG (part of Envista Holdings Corporation), Henry Schein, Inc. and Geistlich Pharma AG.

The primary competitive factors we face include technological innovation and technical capability, clinical results, price, breadth of product line, scale of operations, distribution capabilities, brand reputation, medical education capabilities, and customer service. In order to remain competitive in the future, we must seek to continually enhance our business. Our ability to compete is affected by our ability to accomplish the following:

- Develop new products and innovative technologies;
- Improve upon our existing portfolio of offerings;
- Improve efficiency and clinical outcomes for surgeons, clinicians and their patients;
- Obtain and maintain regulatory clearances or approvals and reimbursement for our products;
- Manufacture and sell our products cost-effectively;
- Meet all relevant quality standards for our products and their markets;
- Protect the proprietary technology of our products and manufacturing processes;
- Effectively market and promote our products;
- Continue to provide effective medical education for surgeons and clinicians on our products;
- Attract and retain qualified scientific, management and sales employees and focused sales representatives;
- Maintain our strategic partnerships; and
- Support our technology with clinically relevant studies.

Human capital

Workforce Composition

As of August 1, 2021, we had approximately 2,600 employees worldwide. Approximately 1,350 employees were located within the United States and 1,250 employees were located outside of the United States, primarily throughout Europe and Asia. Employees of our wholly-owned subsidiaries based in Spain, France, Germany, Switzerland, Austria, Netherlands and Finland, are covered by Works Councils. In addition to our employees, we partner with independent sales representatives and independent distributors who sell our products in the United States and internationally.

In the United States, our sales force consists of directly employed sales representatives, independent sales representatives and independent territory-based distributors who are responsible for particular geographic regions

of the country. Outside of the United States, our sales force consists of directly employed sales representatives, independent sales representatives and independent territory-based distributors. We operate in a highly competitive industry and it is essential that we attract and retain qualified personnel through competitive compensation and benefits and a rewarding work environment in order to achieve our strategic business objectives. In particular, competition for sales talent in our industry is significant. Our sales force provides a delivery and consultative service to our surgeon, clinician and hospital customers, and our sales representatives often develop long-lasting relationships with the customers they serve. Accordingly, recruiting sales representatives with appropriate expertise, retaining our talent, and incentivizing our sales force is important to our success. We also believe we attract and retain sales talent based on the breadth of our product and service offerings, our commitment to investing in research and development and our new product innovation pipeline, as well our medical training and education program.

Compensation and Benefits

We offer competitive benefit packages, supporting our employees as they help to drive our mission. This includes encouraging a culture of health by providing cost-effective wellness programs to best serve our employees and their family members. Our comprehensive benefits packages may include competitive pay, annual incentive awards and bonus opportunities, healthcare and retirement benefits, paid time off and sick leave, flexible work schedules, remote working opportunities, and a wellness program.

Talent Development

We believe that success comes from investing in our people and ensuring our workforce is aligned with our mission and values. To achieve this goal, we devote time and resources to ensure that throughout our organization, employees are familiar with our business, industry and product offerings, and our sales representatives receive additional comprehensive training on our various product offerings. In addition, a key driver of our future growth is our ability to develop leaders. We are committed to identifying and developing talent to help those employees accelerate their growth and achieve their career goals.

Employee Communication and Engagement

We value open and direct communication with our employees about their experiences. We use a variety of channels to obtain employee feedback, including employee surveys, open forums with leadership, and employee resource groups. The input received through these mechanisms is used to help evolve our working environment and strengthen our culture.

Diversity and Inclusion

We recognize the value associated with fostering a work environment that is culturally diverse and inclusive. Our goal is to cultivate a respectful and professional environment where all voices are heard and valued. We have established employee resource groups that aim to highlight the value of diversity, inclusion and engagement, while providing professional development opportunities for employees of all genders, experience levels, and locations. We also review performance data and promotion and compensation information to ensure fair and objective decision-making.

Community

Our employees and sales representatives have a long history of providing support and care to our communities, donating time, resources and funds to local causes. In addition, we support medical research and education, charitable and philanthropic endeavors. We believe in giving back, and we also believe it is important to operate our Company in a socially responsible manner.

Health, Safety, and Wellness

We are committed to the protection of our employees, customers, communities and the environment. Our operations require the use of hazardous materials that subject us to various federal, state, and local environmental and safety laws

and regulations. Our key areas of focus include corporate compliance with responsible hazardous waste management, recycling, emergency preparedness, as well as various initiatives to improve our health and safety programs with the goal of reducing and ultimately eliminating serious injuries.

In response to the COVID-19 pandemic, we adopted a broad approach to increased safety, including work-at-home arrangements for employees who were able to do so, working shift adjustments to decrease the number of people in our manufacturing and distribution facilities, requirements for the wearing of masks and for physical distancing, increased cleaning between shifts, readily available hand sanitizing stations, widespread signage and messaging reminding employees of the importance of these measures and other steps.

Human Capital Governance

Following the distribution, our board of directors will receive regular updates on topics related to talent development, retention and recruiting initiatives, our diversity and inclusion program, succession planning, employee engagement and the results from our annual employee survey. Management will also work closely with the Compensation Committee to establish goals and objectives and metrics in connection with the design and funding of the annual bonus opportunity for our employees. Additionally, the Audit Committee and the Corporate Governance Committee will share oversight responsibilities related to our Code of Business Conduct and Ethics, which establishes policies pertaining to, among other things, employee conduct in the workplace, workplace safety, confidentiality, conflicts of interest, accuracy of books, records and financial statements, securities trading, anti-corruption, competition laws, interactions with healthcare professionals and political and charitable activities.

Properties

We own or lease more than 40 facilities around the world, approximately one-third of which are in the United States. Our corporate headquarters and our Spine headquarters are in Westminster, Colorado. Our Dental headquarters is in Palm Beach Gardens, Florida, which is also home to significant manufacturing operations and research and development activities.

We have six manufacturing site locations, described below, and a global presence in approximately 25 countries.

Location	How Held	Primary Use	Sq. Ft.
Palm Beach Gardens, FL	Owned	Dental Executive Offices Dental Manufacturing	190,000
Westminster, CO	Leased	Corporate Headquarters Spine Executive Offices Spine Manufacturing	104,000
Troyes, France	Leased	Spine Manufacturing	83,000
Valencia, Spain	Owned	Dental Manufacturing	70,000
Guaynabo, Puerto Rico	Owned	Spine Manufacturing	55,000
Memphis, TN	Leased	Spine Manufacturing	30,000

We maintain sales and administrative offices and warehouse and distribution facilities in countries around the world. These local market facilities are primarily leased due to common business practices and to allow us to be more adaptable to changing needs in the market.

We distribute our products both through large, centralized warehouses and through smaller, market specific facilities, depending on the needs of the market.

We believe that all of the facilities and equipment are in good condition, well maintained and able to operate at present levels. We believe the current facilities, including manufacturing, warehousing, research and development and office space, provide sufficient capacity to meet ongoing demands.

Seasonality

Our business is seasonal in nature to some extent, as many of our products are used in elective 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. Due to the COVID-19 global pandemic, the typical seasonal patterns did not occur in 2020.

Government Regulation and Compliance

Our operations, products and customers are subject to extensive government regulation by numerous government agencies, both within and outside the U.S. Our global regulatory environment is increasingly stringent, unpredictable and complex. There is a global trend toward increased regulatory activity related to medical products.

In the U.S., numerous laws and regulations govern all the processes by which our products are brought to market. These include, among others, the FDCA and regulations issued or promulgated thereunder. The FDA has enacted regulations that control all aspects of the development, manufacture, advertising, promotion and postmarket surveillance of medical products, including medical devices. In addition, the FDA controls the access of products to market through processes designed to ensure that only products that are safe and effective are made available to the public.

Most of our new products fall into an FDA medical device classification that requires the submission of a Premarket Notification (510(k)) to the FDA. This process requires us to demonstrate that the device to be marketed is at least as safe and effective as, that is, substantially equivalent to, a legally marketed device. We must submit information that supports our substantial equivalency claims. Before we can market the new device, we must receive an order from the FDA finding substantial equivalence and clearing the new device for commercial distribution in the United States.

Other devices we develop and market are in a category (class) for which the FDA has implemented stringent clinical investigation and PMA requirements. The PMA process requires us to provide clinical and laboratory data that establishes that the new medical device is safe and effective. The FDA will approve the new device for commercial distribution if it determines that the data and information in the PMA application constitute valid scientific evidence and that there is reasonable assurance that the device is safe and effective for its intended use(s).

In January 2021, the FDA announced a new “Action Plan” to address software as a medical device and artificial intelligence and machine learning (“AI/ML”). Certain of our new products will likely incorporate innovations related to AI/ML, and therefore we will monitor developments in this area closely to determine our compliance obligations and risks.

Both before and after a product is commercially released, we have ongoing responsibilities under FDA regulations. The FDA reviews design and manufacturing practices, labeling and record keeping, and manufacturers’ required reports of adverse experiences and other information to identify potential problems with marketed medical devices. We are also subject to periodic inspection by the FDA for compliance with its QSR, among other FDA requirements, such as requirements for advertising and promotion of our devices. Our manufacturing operations, and those of our third-party manufacturers, are required to comply with the QSR, which addresses a company’s responsibility for product design, testing and manufacturing quality assurance and the maintenance of records and documentation. The QSR requires that each manufacturer establish a quality system by which the manufacturer monitors the manufacturing process and maintains records that show compliance with FDA regulations and the manufacturer’s written specifications and procedures relating to the devices. QSR compliance is necessary to receive and maintain FDA clearance or approval to market new and existing products and is also necessary for distributing in the U.S. certain devices exempt from FDA clearance and approval requirements. The FDA conducts

announced and unannounced periodic and on-going inspections of medical device manufacturers to determine compliance with the QSR. If in connection with these inspections the FDA believes the manufacturer has failed to comply with applicable regulations and/or procedures, it may issue inspectional observations on Form 483 that would necessitate prompt corrective action. If FDA inspectional observations are not addressed and/or corrective action is not taken in a timely manner and to the FDA's satisfaction, the FDA may issue a warning letter (which would similarly necessitate prompt corrective action) and/or proceed directly to other forms of enforcement action, including the imposition of operating restrictions, including a ceasing of operations, on one or more facilities, enjoining and restraining certain violations of applicable law pertaining to products, seizure of products, and assessing civil or criminal penalties against our officers, employees or us. The FDA could also issue a corporate warning letter or a recidivist warning letter or negotiate the entry of a consent decree of permanent injunction with us. The FDA may also recommend prosecution to the U.S. Department of Justice ("DOJ"). Any adverse regulatory action, depending on its magnitude, may restrict us from effectively manufacturing, marketing and selling our products and could have a material adverse effect on our business, financial condition and results of operations.

The FDA, in cooperation with U.S. Customs and Border Protection ("CBP"), administers controls over the import of medical devices into the U.S. and can prevent the importation of products the FDA deems to violate the FDCA or its implementing regulations. The CBP imposes its own regulatory requirements on the import of our products, including inspection and possible sanctions for noncompliance. We are also subject to foreign trade controls administered by certain U.S. government agencies, including the Bureau of Industry and Security within the Commerce Department and the Office of Foreign Assets Control within the Treasury Department. In addition, exported medical products are subject to the regulatory requirements of each country to which the medical product is exported.

There are also requirements of state and local governments that we must comply with in the manufacture and marketing of our products.

In many of the countries in which our products are sold, we are subject to supranational, national, regional and local regulations affecting, among other things, the development, design, manufacturing, product standards, packaging, advertising, promotion, labeling, marketing and postmarket surveillance of medical products, including medical devices. In the EU, a single regulatory approval process exists, and conformity with the legal requirements is represented by the CE Mark. To obtain a CE Mark, defined products must meet minimum standards of performance, safety, and quality (i.e., the essential requirements), and then, according to their classification, comply with one or more of a selection of conformity assessment routes. The competent authorities of the EU countries separately regulate the clinical research for medical devices and the market surveillance of products once they are placed on the market. A new Medical Device Regulation was published by the EU in 2017 that imposes significant additional premarket and postmarket requirements ("MDR"). The regulation provided an implementation period and became effective on May 26, 2021. Medical devices marketed in the EU will require certification according to these new requirements, except that devices with valid CE certificates, issued pursuant to the MDD before May 2020, can be placed on the market until May 2024.

Our quality management system is based upon the requirements of ISO 13485, the QSR, the MDR and other applicable regulations for the markets in which we sell. Our principal manufacturing sites are certified to ISO 13485 and audited at regular intervals.

Further, we are subject to other supranational, national, regional, federal, state and local laws concerning healthcare fraud and abuse, including false claims and anti-kickback laws, as well as the U.S. Physician Payments Sunshine Act and similar state and foreign healthcare professional payment transparency laws. These laws are administered by, among others, the DOJ, the Office of Inspector General of the HHS, state attorneys general and various foreign government agencies. Many of these agencies have increased their enforcement activities with respect to medical products manufacturers in recent years. Violations of these laws are punishable by criminal and/or civil sanctions, including, in some instances, fines, imprisonment and, within the U.S., exclusion from participation in government healthcare programs, including Medicare, Medicaid and Veterans Administration health programs.

Our operations in foreign countries are subject to the extraterritorial application of the FCPA. Our global operations are also subject to foreign anti-corruption laws, such as the UK Bribery Act, among others. As part of our global compliance program, we seek to address anti-corruption risks proactively.

Our facilities and operations are also subject to complex federal, state, local and foreign environmental and occupational safety laws and regulations, including those relating to discharges of substances in the air, water and land, the handling, storage and disposal of wastes and the clean-up of properties contaminated by pollutants. We do not expect that the ongoing costs of compliance with these environmental requirements will have a material impact on our consolidated earnings, capital expenditures or competitive position.

In addition, we are subject to federal, state and international data privacy and security laws and regulations that govern the collection, use, disclosure, transfer, storage, disposal and protection of health-related and other personal information. The FDA has issued guidance to which we may be subject concerning data security for medical devices. The FDA and the DHS have issued urgent safety communications regarding cybersecurity vulnerabilities of certain medical devices.

In addition, certain of our affiliates are subject to privacy, security and breach notification regulations promulgated under HIPAA. HIPAA governs the use, disclosure, and security of protected health information by HIPAA “covered entities” and their “business associates.” Covered entities are health plans, health care clearinghouses and health care providers that engage in specific types of electronic transactions. A business associate is any person or entity (other than members of a covered entity’s workforce) that performs a service on behalf of a covered entity involving the use or disclosure of protected health information. HHS (through the Office for Civil Rights) has direct enforcement authority against covered entities and business associates with regard to compliance with HIPAA regulations. On December 10, 2020, HHS issued an NPR to modify the HIPAA privacy rule. The proposed modifications would remove communication barriers between providers and health plans, allow individuals more access to their health information and impose new requirements on entities that receive patient data requests. Separately, HHS (through the National Coordinator for Health Information Technology) issued a new rule, effective April 5, 2021, that seeks to limit “blocking” of electronic health information by imposing data access, software licensing and inter-operability requirements on healthcare providers and information technology vendors. We intend to monitor both the NPR and the “information blocking” rule and assess their impact on the use of data in our business.

In addition to the FDA guidance and HIPAA regulations described above, a number of U.S. states have also enacted data privacy and security laws and regulations that govern the processing, collection, use, disclosure, transfer, storage, disposal, and protection of personal information, such as social security numbers, medical and financial information and other personal information. These laws and regulations may be more restrictive and not preempted by U.S. federal laws. For example, several U.S. territories and all 50 states now have data breach laws that require timely notification to individuals, and at times regulators, the media or credit reporting agencies, if a company has experienced unauthorized access or acquisition of personal information. Other state laws include the CCPA, which, among other things, contains new disclosure obligations for businesses that collect personal information about California residents and affords those individuals numerous rights relating to their personal information that may affect our ability to use personal information or share it with our business partners. A second law in California, the CPRA, expands the scope of the CCPA and establishes a new California Privacy Protection Agency that will enforce the law and issue regulations. The CPRA is scheduled to take effect on January 1, 2023. On that same date, a new Virginia law, the VCDPA, which is similar in many respects to the CCPA, is scheduled to take effect. Under the VCDPA, it is unlawful for persons subject to the law to process what is termed “sensitive data” without the affirmative, unambiguous consent of the consumer, subject to some exceptions. “Sensitive data” includes, but is not limited to, personal health diagnosis data. The Virginia Attorney General has sole authority to enforce the VCDPA, and enforcement efforts will be supported through the creation of a Consumer Privacy Fund. Regulated entities that violate the VCPDA may be subject to maximum civil penalties of $7,500 for each violation. Colorado recently enacted somewhat similar legislation, and other states are considering enacting similar privacy laws. We will continue to monitor and assess the impact of these emerging state laws, which may impose substantial penalties for violations, impose significant costs for investigations and compliance, allow private class-action litigation and carry significant potential liability for our business.

Outside of the United States, data protection laws, including the GDPR in Europe and the Lei Geral de Proteção de Dados in Brazil, also apply to our operations in those countries in which we provide services to our customers. Legal requirements in these countries relating to the collection, storage, processing and transfer of personal data continue to evolve. The GDPR imposes, among other things, data protection requirements that include strict obligations and restrictions on the ability to collect, analyze and transfer personal data regarding persons in the EU, a requirement for prompt notice of data breaches to data subjects and supervisory authorities in certain circumstances, and possible substantial fines for any violations (including possible fines for certain violations of up to the greater of 20 million Euros or 4% of total worldwide annual turnover of the preceding financial year). Governmental authorities around the world have enacted similar types of legislative and regulatory requirements concerning data protection, and additional governments are considering similar legal frameworks.

The interpretation and enforcement of the laws and regulations described above are uncertain and subject to change, and may require substantial costs to monitor and implement compliance with any additional requirements. Failure to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include substantial civil and/or criminal penalties), private litigation and/or adverse publicity and could have a material adverse impact on our business, financial condition or results of operations.

Third-Party Reimbursement

We expect that sales volumes and prices of our products and services will continue to be largely dependent on the availability of reimbursement from third-party payors, such as governmental programs, for example, Medicare and Medicaid, private insurance plans, accountable care organizations and managed care programs. Reimbursement is contingent on established coding for a given procedure, favorable coverage of the codes by the third-party payors, and adequate payment for the resources used.

Physician coding for procedures is established by the American Medical Association (“AMA”). For coding related to spine surgery, the North American Spine Society (“NASS”) is the primary liaison to the AMA. Hospital coding is established by the Centers for Medicare & Medicaid Services. All physician and hospital coding is subject to changes which could impact reimbursement and physician practice behavior.

Independent of the coding status, third-party payors may deny coverage based on their own criteria, including if they believe that a device or procedure does not positively impact patient outcomes, is not the most cost-effective treatment available, or is used for an unapproved indication that is not supported by published clinical literature. At various times in the past, certain insurance providers have adopted policies of not providing reimbursement for multi-level cervical arthroplasty. We have worked with our surgeon customers and NASS who, in turn, have worked with these insurance providers to supply the information, explanation and clinical data they require to categorize cervical arthroplasty as a procedure that meets the reimbursement requirements defined by their policies. At present, most major health insurance companies in the United States provide reimbursement for cervical arthroplasty.

However, certain carriers, large and small, may have policies significantly limiting coverage of AVBT, intervertebral biomechanical devices, certain morselized allografts, and/or other procedures, products or services that we offer. We will continue to provide resources to patients, surgeons, hospitals, and insurers in order to ensure patient access to care and clarity regarding reimbursement and will work to reverse any and all non-coverage policies. National and regional coverage policy decisions are subject to unforeseeable change and have the potential to impact physician behavior and reimbursement for physician services. We cannot offer definitive time frames or final outcomes regarding reversal of the coverage-limiting policies, as the process is dictated by the third-party insurance providers. For a discussion of these risks, please see the “Risk Factors” section of this Information Statement.

Payment amounts are established by government and private payor programs and are subject to yearly updates based on Medicare published fee schedules and contract renegotiations, which could impact physician practice

behavior. Third-party payors are increasingly challenging the prices charged for a wide range of medical products and services, including those in areas where we participate.

In international markets, reimbursement and healthcare payment systems vary significantly by country and many countries have instituted price ceilings on specific product lines. There can be no assurance that our products will be accepted by third-party payors, that reimbursement will be available, and/or that the third-party payors' reimbursement policies (if available) will not adversely affect our ability to sell our products profitably.

In the United States, as a result of healthcare reform, third-party payors are increasingly required to demonstrate they can improve quality and reduce costs; we accordingly see an increase in pre-approval/prior authorizations and non-coverage policies citing higher levels of published clinical evidence required for medical therapies and technologies. Even fee-for-service Medicare began requiring prior authorization of anterior cervical fusion with decompression cases starting on July 1, 2021. In addition, insured individuals are facing increased premiums and higher out-of-pocket costs for medical coverage, including higher deductibles and coinsurance percentages, which can lead a patient to delay medical treatment. An increasing number of insured individuals receive their medical care through managed care programs, which monitor and often require pre-approval of the services that a member will receive. The percentage of individuals covered by managed care programs is expected to grow in the United States over the next decade.

Overall escalating costs of medical products and services has led to, and is expected to continue to lead to, increased pressures on the healthcare industry to reduce the costs of products and services. There can be no assurance that third-party reimbursement and coverage will be available or adequate, or that future legislation, regulation, or reimbursement policies of third-party payors will not adversely affect the demand for our products and services or our ability to sell these products and services on a profitable basis. The unavailability or inadequacy of third-party payor coverage or reimbursement could have a material adverse effect on our business, operating results and financial condition. For a discussion of these risks, please see the "Risk Factors" section of this Information Statement.

Legal Proceedings

Information pertaining to certain legal proceedings in which we are involved can be found in Note 18 to our combined financial statements included elsewhere in this information statement.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following information should be read in conjunction with our audited historical combined financial statements and related notes, and the unaudited pro forma combined financial statements and corresponding notes included elsewhere in this information statement. The following discussion may contain forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to these differences include those factors discussed below and elsewhere in this information statement, particularly in "Cautionary Statement Concerning Forward-Looking Statements" and "Risk Factors."

Overview

Our operations are principally managed on a products basis and include two operating segments: 1) the spine products segment, and 2) the dental products segment.

In the spine products market, our core services include designing, manufacturing and distributing medical devices and surgical instruments to deliver comprehensive solutions for individuals with back or neck pain caused by degenerative conditions, deformities, tumors or traumatic injury of the spine. We also provide devices that promote bone healing. Other differentiated products in our spine portfolio include Mobi-C Cervical Disc and The Tether device.

In the dental products market, our core services include designing, manufacturing and/or distributing of dental implant solutions. Dental reconstructive implants are for individuals who are totally without teeth or are missing one or more teeth, dental prosthetic products are aimed at providing a more natural restoration to resemble the original teeth and dental regenerative products are for soft tissue and bone rehabilitation. Our key products include the T3 Implant, Tapered Screw-Vent Implant System, Trabecular Metal Dental Implant, BellaTek Encode Impression System and Puros Allograft Particulate.

We have a broad geographic revenue base, with meaningful exposure to both established and emerging markets. We have six manufacturing site locations, and a global presence in approximately 25 countries.

Separation from Zimmer Biomet

On February 5, 2021, Zimmer Biomet announced its intention to separate its spine and dental businesses from its core orthopedic businesses. Zimmer Biomet intends to effect the separation through a *pro rata* distribution of more than 80 percent of the outstanding shares of common stock of a new entity, ZimVie. Following the distribution, Zimmer Biomet stockholders will directly own more than 80 percent of the outstanding shares of ZimVie common stock, and ZimVie will be a separate public company from Zimmer Biomet. The separation will provide Zimmer Biomet stockholders with equity ownership in both Zimmer Biomet and ZimVie. The separation is intended to qualify as generally tax-free to Zimmer Biomet stockholders for U.S. federal income tax purposes, except for any cash received by stockholders in lieu of fractional shares.

Completion of the spin-off is subject to certain conditions which are described more fully under "The Separation and Distribution—Conditions to the Distribution."

Basis of Presentation

We have historically existed and functioned as part of the consolidated business of Zimmer Biomet. The accompanying combined financial statements are prepared on a standalone basis and are derived from Zimmer Biomet's consolidated financial statements and accounting records.

The carve-out financial statements and accounting records present the combined balance sheets as of December 31, 2020 and 2019 and the combined statements of earnings, combined statements of comprehensive income (loss), and combined statements of changes in net parent investment for the years ended December 31, 2020, 2019, and 2018.

The combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The combined statements of earnings include all revenues and costs directly attributable to our business, including costs for facilities, functions, and services we utilize. The combined statements of earnings also include an allocation of expenses related to certain Zimmer Biomet commercial and corporate functions, including distribution, quality, regulatory, information technology, finance, executive, human resources and legal. These expenses have been allocated based on direct usage or benefit where specifically identifiable, with the remainder allocated on a proportional cost allocation method based primarily on net sales, as applicable. Management considers the expense methodology and resulting allocation to be reasonable for all periods presented; however, the allocations may not be indicative of actual expense that would have been incurred had we operated as an independent, publicly traded company for the periods presented. Actual costs that we may have incurred had we been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by our employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

The income tax amounts in the combined financial statements have been calculated on a separate return method and presented as if our operations were separate taxpayers in the respective jurisdictions.

Following the spin-off, certain functions that Zimmer Biomet provided to us prior to the spin-off will either continue to be provided to us by Zimmer Biomet under a transition services agreements and a transition manufacturing and supply agreement or will be performed using our own resources or third-party service providers. Additionally, we will manufacture certain products for Zimmer Biomet on a transitional basis and Zimmer Biomet will manufacture certain products for us. We expect to incur certain costs to establish ourselves as a standalone public company, as well as ongoing additional costs associated with operating as an independent, publicly traded company.

The combined balance sheets include assets and liabilities that have been determined to be specifically identifiable or otherwise attributable to us, including certain assets that were historically held at the corporate level in Zimmer Biomet. All intercompany accounts and transactions have been eliminated. All transactions between us and Zimmer Biomet previously resulting in intercompany balances are considered to be effectively settled in the combined financial statements at the time the transaction is recorded. The total net effect of the settlement of these transactions is reflected in the combined statement of cash flows as a financing activity and in the combined balance sheets as net parent company investment. See Note 19 for additional information on related party transactions with Zimmer Biomet.

Zimmer Biomet maintains various employee benefits plans in which our employees participate, and a portion of the costs associated with these plans has been included in our combined financial statements. The combined balance sheets do not include assets and liabilities relating to these plans because Zimmer Biomet is the plan sponsor.

Our equity balance in these combined financial statements represents the excess of total assets over liabilities including the due to/from balances between us and Zimmer Biomet (net parent company investment) and accumulated other comprehensive income (loss) ("AOCI"). Net parent company investment is primarily impacted by contributions from Zimmer Biomet which are the result of treasury activities and net funding provided by or distributed to Zimmer Biomet. Our AOCI as of January 1, 2018 is based on the currency translation historically recorded on our specific assets and liabilities. Foreign currency translation recorded during the years ended December 31, 2020, 2019 and 2018 is based on currency movements specific to our combined financial statements.

Zimmer Biomet utilizes a central approach to treasury management and we historically participated in related cash pooling arrangements. Our cash and cash equivalents on the combined balance sheets represent cash balances from standalone entities that did not participate in such arrangements. We have no third-party borrowings. All borrowings by us due to Zimmer Biomet attributable to our business are recorded as "debt due to parent" in the combined balance sheets and classified as current or noncurrent based on loan maturity dates. Zimmer Biomet's third-party debt and related interest expense have not been attributed to us because we are not the legal obligor of the debt and the borrowings are not specifically identifiable to us. However, in connection with the spin-off, we expect to incur indebtedness and such indebtedness would result in additional interest expense in future periods.

Key Trends Affecting Our Results of Operations

Industry trends

The global market for our products is growing based upon the following trends which provides us the opportunity for increased volume and mix benefits in our reportable segments:

Spine products

- an aging population that results in people living longer and needing our products
- obesity, which places more strain on the musculoskeletal system
- more active lifestyles, which places more strain on the musculoskeletal system and drives patients to seek treatment to return to this lifestyle
- product innovations that result in better outcomes

Dental products

- an aging population that results in people living longer and needing our products
- under penetration of dental procedures, especially as it relates to our products as they become the new standard of care
- product innovations that result in better outcomes
- increasing demand for cosmetic dentistry

We expect pressure on our pricing as a result of continued cost containment efforts by governmental healthcare organizations and local hospitals and health systems. Pricing pressure has a greater impact on our spine products as they are generally covered by insurance and government healthcare programs, compared to our dental products, which patients more commonly pay for out-of-pocket.

COVID-19

The vast majority of our net sales are derived from products used in elective surgical procedures. As COVID-19 rapidly started to spread throughout the world in early 2020, our net sales decreased dramatically as countries took precautions to prevent the spread of the virus with lockdowns and stay-at-home measures and as hospitals and dental practices deferred elective surgical procedures. Additionally, since many of our dental products are not covered by insurance, economic uncertainty resulted in patients deferring procedures. The decline in forecasted net sales was the significant driver in the goodwill impairment charge of $142.0 million recognized in the year ended December 31, 2020. In response to the COVID-19 pandemic, we temporarily reduced discretionary spending such as travel, meetings and other project spend that could be delayed with limited long-term detriment to the business, and we temporarily suspended or limited production at certain manufacturing facilities. However, to date we have not experienced significant disruptions in our supply chain, or in our ability to meet our customer demands.

Cost reductions

We reduced our selling, general and administrative ("SG&A") expenses in 2020 when compared to previous years. The decline was driven by two primary factors: 1) a restructuring plan initiated by Zimmer Biomet in 2019 (the "2019 Restructuring Plan") that reduced operating costs in areas such as headcount, and 2) lower travel, promotional, and selling expenses driven by COVID-19. The cost savings from the 2019 Restructuring Plan are expected to continue after the spin-off. We expect travel, promotional, and selling expenses will increase as travel and conferences become safer due to vaccinations. However, we do not expect travel expenses to return to the same levels that existed prior to the pandemic, as we continue to better utilize technology that has made travel less necessary. Additionally, we expect increased corporate costs from becoming a standalone public entity.

Spine integration matters

Our current business is composed of various significant mergers that occurred in 2015 and 2016. Continued competition in the spine market and our inability to realize expected synergies of these mergers as quickly as planned resulted in goodwill impairment charges of $411.7 million in the year ended December 31, 2018. Additionally, we continued to incur significant integration expenses from these acquisitions in 2018.

Results of Operations

Fiscal Years Ended December 31, 2020, 2019 and 2018

Net Sales by Product Category

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

	Year Ended December 31,			Volume/		Foreign
	2020	2019	% (Dec)	Mix	Price	Exchange
Spine	$ 529.1	$ 607.6	(12.9) %	(11.4) %	(1.8) %	0.3 %
Dental	367.8	414.0	(11.1)	(11.5)	(0.5)	0.9
Third Party Sales	896.9	1,021.6	(12.2)	(11.4)	(1.3)	0.5
Related Party	15.5	33.9	(54.3)	N/A	N/A	N/A
Total	$ 912.4	$ 1,055.5	(13.6)	N/A	N/A	N/A

	Year Ended December 31,			Volume/		Foreign
	2019	2018	% Inc/(Dec)	Mix	Price	Exchange
Spine	$ 607.6	$ 633.7	(4.1) %	(1.1) %	(2.2) %	(0.8) %
Dental	414.0	411.2	0.7	3.2	(0.9)	(1.6)
Third Party Sales	1,021.6	1,044.9	(2.2)	0.6	(1.7)	(1.1)
Related Party	33.9	54.2	(37.5)	N/A	N/A	N/A
Total	$ 1,055.5	$ 1,099.1	(4.0)	N/A	N/A	N/A

Demand (Volume/Mix) Trends

As previously discussed, the demand for our products decreased significantly in 2020 as a result of COVID-19 due to lockdowns and stay-at-home measures and as hospitals and dental practices deferred elective surgical procedures. In 2019, the spine product category experienced increased competition in the key product areas of cervical and lumbar, which contributed to negative volume/mix trends. Within the dental product category, positive volume/mix trends reflect higher demand for tooth replacement procedures combined with the growing market segment of digital dentistry and biomaterials.

Pricing Trends

All of our product categories have experienced price declines in recent years, which we expect will continue. The spine product category decline has resulted from governmental healthcare cost containment efforts and similar efforts at local hospitals and health systems. The dental product category has also experienced price declines, but this trend varies by geographic region. Europe and Asia Pacific have experienced larger price erosion due to premium implant competition, while pricing in North America has been more favorable.

Foreign Currency Exchange Rates

In countries where we have a subsidiary, we sell to customers in their local currencies. Accordingly, our net sales as reported in U.S. Dollars are affected by changes in foreign currency exchange rates. We are primarily exposed to foreign currency exchange rate risk with respect to net sales denominated in Euros, Japanese Yen, Chinese Renminbi, Canadian Dollars, and Taiwan Dollars.

Expenses as a Percent of Net Sales

	Year Ended December 31,				
	2020	2019	2018	2020 vs. 2019 Inc/(Dec)	2019 vs. 2018 Inc/(Dec)
Cost of products sold, excluding intangible asset amortization	33.2 %	29.3 %	31.4 %	3.9 %	(2.1) %
Related party cost of products sold, excluding intangible asset amortization	1.1	2.3	3.4	(1.2)	(1.1)
Intangible asset amortization	9.4	7.9	8.7	1.5	(0.8)
Research and development	5.4	5.3	4.8	0.1	0.5
Selling, general and administrative	58.5	57.4	54.6	1.1	2.8
Goodwill impairment	15.6	—	37.5	15.6	(37.5)
Restructuring	1.1	0.2	—	0.9	0.2
Acquisition, integration, divestiture and related	0.2	0.3	2.8	(0.1)	(2.5)
Operating Loss	(24.4)	(2.6)	(43.1)	(21.8)	40.5

Cost of Products Sold and Intangible Asset Amortization

The increase in cost of products sold as a percentage of sales in 2020 compared to 2019 was primarily due to temporarily suspended or limited production at certain facilities, lower average selling prices and excess and obsolete inventory charges. The temporary suspension or limited production at certain manufacturing facilities due to lower demand from COVID-19 resulted in us immediately expensing certain fixed overhead costs and hourly production worker labor expenses that are included in the cost of inventory when these facilities are operating at normal capacity. Excess and obsolete inventory charges did not decline ratably with the significant decline in our net sales and therefore impacted our cost of products sold as a percentage of sales.

The decline in cost of products sold as a percentage of sales in 2019 compared to 2018 was primarily due to significant excess and obsolete inventory charges of $61.4 million recognized in 2018 compared to $30.6 million in 2019. This favorable decline was partially offset by lower average selling prices.

Intangible asset amortization as a percentage of net sales increased in 2020 compared to 2019 due to acquisitions made in 2020 and amortization expense not declining ratably with the significant decline in our net sales. The decline in intangible asset amortization as a percentage of net sales in 2019 compared to 2018 was due to certain intangible assets from previous acquisitions being fully amortized by the end of 2018.

Operating Expenses

Research & development as a percentage of net sales increased from 2018 to 2020. We continue to focus on innovation of key product segments. Expenses decreased in 2020 due to the 2019 Restructuring Plan and lower

spending on travel and project spend due to COVID-19, but increased as a percentage of net sales due to lower net sales as a result of COVID-19. Investments are focused on implant innovation and the next generation of flagship implant products of T3 and Tapered Screw Vent in the dental product category and Mobi-C and The Tether device in the spine product category.

SG&A expenses decreased in 2020 compared to 2019, but increased as a percentage of net sales. SG&A expenses decreased due to lower variable selling and distribution expenses from the decline in our net sales, COVID-19 cost reductions for travel, consulting and other projects, savings from the 2019 Restructuring Plan and lower allocated charges related to compliance remediation efforts from Zimmer Biomet's former Deferred Prosecution Agreement. The increase in SG&A expenses as a percentage of net sales is due to various fixed expenses that did not decline ratably with the significant decline in our net sales from COVID-19.

SG&A expenses increased in 2019 compared to 2018 due to investments in our salesforce to hire additional representatives and specialists in higher growth markets. Additionally, our instrument-related expenses increased in 2019 due to additional depreciation as well as charges for instrument impairments.

In 2020, we recognized a goodwill impairment charge of $142.0 million related to our dental reporting unit. In 2018, we recognized goodwill impairment charges of $411.7 million related to our spine reporting units. For more information regarding these charges, see Note 11 to our combined financial statements.

Restructuring expense is related to the Zimmer Biomet 2019 Restructuring Plan instituted by Zimmer Biomet in the fourth quarter of 2019 with an overall objective of reducing costs to allow it to invest in higher priority growth opportunities. We recognized expenses of $9.7 million and $1.8 million in the years ended December 31, 2020 and 2019, respectively, primarily related to employee termination benefits, contract terminations and retention period compensation and benefits. For more information regarding these expenses, see Note 4 to our combined financial statements.

Acquisition, integration, divestiture and related expenses declined in 2020 and 2019 from 2018 levels due to integration costs still being incurred in 2018 associated with significant acquisitions related to our spine business in 2016 and 2015.

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

Our non-operating other income (expense), net, primarily relates to the remeasurement of monetary assets and liabilities that are denominated in a currency other than the subsidiary's functional currency. Therefore, the income or expense varies from year-to-year based upon the volatility of foreign currency exchange rates.

Our interest expense, net, is on debt due to Parent and is insignificant.

Our effective tax rate ("ETR") on loss before income taxes was 19.1 percent and negative 0.1 percent for the years ended December 31, 2020 and 2019, respectively. In 2020, the income tax benefit was driven by reduced uncertain tax positions related to expiration of statutes of limitations, offset by a non-deductible goodwill impairment charge which resulted in a loss before taxes, but had no corresponding tax benefit. In 2019, the provision was primarily driven by certain discrete activities and intercompany restructuring activities.

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; and the expiration of certain statutes of limitations. Currently, we cannot reasonably estimate the impact of these items on our financial results.

Segment Operating Profit

	Net Sales			Operating Profit			Operating Profit as a Percentage of Net Sales		
	Year Ended December 31,			Year Ended December 31,			Year Ended December 31,		
(dollars in millions)	2020	2019	2018	2020	2019	2018	2020	2019	2018
Spine	$529.1	$607.6	$633.7	$56.2	$67.3	$52.4	10.6%	11.1%	8.3%
Dental	367.8	414.0	411.2	39.8	66.3	94.6	10.8	16.0	23.0

In 2020, both our segments net sales and operating profit were significantly impacted by COVID-19 causing deferrals of elective surgical procedures. In our spine business, despite lower sales in 2019, our operating profit increased, driven by lower excess and obsolete inventory charges. In our dental business, our operating profit declined from 2018 through 2019 as we made investments into our commercial organization that we believe will drive future net sales.

Non-GAAP Operating Performance Measures

Earnings before interest, income taxes, depreciation and amortization ("EBITDA") and Adjusted EBITDA are alternative views of our performance that we provide below because they are expected to be important internal measures for us. To calculate EBITDA, we start with our net losses and add in: i) interest expense, net, ii) benefit for income taxes, and iii) depreciation and amortization. To calculate our adjusted EBITDA, we also add back: i) share-based compensation, ii) goodwill impairment, iii) integration, restructuring and other expenses, and iv) other various costs.

We also believe EBITDA and Adjusted EBITDA are important metrics for debt investors who utilize debt-to-EBITDA ratios. Since EBITDA and Adjusted EBITDA are not measures determined in accordance with GAAP, they have no standardized meaning prescribed by GAAP and, therefore, may not be comparable to the calculation of a similar measure of other companies. These metrics should be considered in addition to, but not as a substitute for or superior to, information prepared in accordance with GAAP. As discussed above, our combined balance sheet and statement of earnings do not include an allocation of third-party debt or interest expense from Zimmer Biomet because we were not the legal obligor of the debt and because Zimmer Biomet's borrowings were not directly attributable to our business. However, in connection with the spin-off, we expect to incur debt and such indebtedness would cause us to record additional interest expense in future periods. See "Description of Certain Indebtedness."

The following are reconciliations from our GAAP net losses to EBITDA and Adjusted EBITDA as well as explanations of expenses and gains excluded from Adjusted EBITDA:

	Year ended December 31,		
	2020	2019	2018
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$(179.1)	$ (28.0)	$(460.4)
Interest expense, net	0.3	0.1	0.1
(Benefit) provision for income taxes	(42.3)	0.2	(14.8)
Depreciation and amortization	134.3	135.1	147.7
EBITDA	(86.8)	107.4	(327.4)
Share-based compensation(1)	10.2	10.7	8.5
Goodwill impairment(2)	142.0	—	411.7
Restructuring(3)	9.7	1.8	—
Acquisition, integration, divestiture and related(3)	2.2	3.2	30.8
Other various costs(4)	12.1	15.5	29.8
Adjusted EBITDA	$ 89.4	$138.6	$ 153.4

(1) We have excluded share-based compensation from adjusted EBITDA due to its non-cash nature.

(2) We have excluded goodwill impairment from adjusted EBITDA because of the significance of these charges and their non-cash nature.

(3) Restructuring, acquisition, integration, divestiture and related costs are expenses from our Parent's corporate restructuring program and from acquisitions and related integration that are directly related to the Company and are for a specified period of time. Therefore, we exclude these costs from adjusted EBITDA.

(4) We have excluded from adjusted EBITDA certain Parent-related allocated expenses from projects, events or other various costs that we consider highly variable and are for a specified period of time. These costs include expenses and gains from initial compliance with the EU MDR for previously-approved products, compliance with the Parent's Deferred Prosecution Agreement ("DPA") with the U.S. government related to certain FCPA matters,

allocation of costs from Zimmer Biomet's global restructuring program, allocation of costs related to Zimmer Biomet's integration activities of acquired businesses, and the impact from excess and obsolete inventory on certain product lines we intend to discontinue. The EU MDR imposes significant additional premarket and postmarket requirements. The new regulations provided a transition period until May 2021 for previously-approved medical devices to meet the additional requirements. For certain devices, this transition period can be extended until May 2024. We are excluding from adjusted EBITDA the incremental costs incurred to establish initial compliance with the regulations related to our previously-approved medical devices. The incremental costs primarily include temporary personnel and third-party professionals necessary to supplement our internal resources. Under the DPA, Zimmer Biomet was subject to oversight by an independent compliance monitor, which monitorship concluded in August 2020. The excluded costs include the fees paid to the independent compliance monitor and to external legal counsel and other third-party professionals assisting in the matter. The allocation of costs from Zimmer Biomet's global restructuring program relates to activities from which we indirectly benefitted. The costs include employee termination benefits; contract terminations for facilities and sales agents; and other charges, such as retention period salaries and benefits and relocation costs. Similarly, we benefited indirectly from Zimmer Biomet's integration of acquired businesses and were allocated costs from these activities. These integration activities were part of detailed integration roadmaps that had a specific period of time to be completed. The impact from excess and obsolete inventory on certain product lines we intend to discontinue was primarily driven by acquisitions where there are competing product lines and we have plans to discontinue one or more of the competing product lines.

Nine Months Ended September 31, 2021 and 2020

Net Sales by Product Category

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

	Nine Months Ended September 30,		% Inc/ (Dec)	Volume/ Mix	Price	Foreign Exchange
	2021	2020				
Spine	$ 405.2	$ 375.0	8.1%	8.7%	(1.8)%	1.2%
Dental	343.0	250.2	37.1	32.3	1.8	3.0
Third Party Sales	748.2	625.2	19.7	18.2	(0.4)	1.9
Related Party	4.8	12.3	(61.0)	N/A	N/A	N/A
Total	$ 753.0	$ 637.5	18.1	N/A	N/A	N/A

Demand (Volume/Mix) Trends

In 2021, our net sales have increased over the same prior year period primarily due to the significant deferral of elective surgical procedures at the onset of the COVID-19 pandemic in 2020 due to lockdowns and stay-at-home measures.

Pricing Trends

The Spine product category decline has resulted from governmental healthcare cost containment efforts and similar efforts at local hospitals and health systems. The Dental product category realized price increases in 2021 based upon concerted efforts to expand gross margin, including offering fewer sales promotions.

Foreign Currency Exchange Rates

In countries where we have a subsidiary, we sell to customers in their local currencies. Accordingly, our net sales as reported in U.S. Dollars are affected by changes in foreign currency exchange rates. We are primarily exposed to foreign currency exchange rate risk with respect to net sales denominated in Euros, Japanese Yen, Chinese Renminbi, Canadian Dollars, and Taiwan Dollars.

Expenses as a Percent of Net Sales

	Nine Months Ended September 30,		% Inc / (Dec)
	2021	2020	
Cost of products sold, excluding intangible asset amortization	34.1%	33.3%	0.8%
Related party cost of products sold, excluding intangible asset amortization	0.5	1.3	(0.8)
Intangible asset amortization	8.6	9.9	(1.3)
Research and development	5.8	5.7	0.1
Selling, general and administrative	53.8	61.4	(7.6)
Goodwill impairment	—	22.3	(22.3)
Restructuring	0.3	1.5	(1.2)
Acquisition, integration, divestiture and related	1.6	0.3	1.3
Operating Loss	(4.7)	(35.6)	30.9

Cost of Products Sold and Intangible Asset Amortization

The increase in cost of products sold as a percentage of net sales in 2021 compared to 2020 was primarily due to changes in product mix. Our costs of products sold as a percentage of net sales are higher in our Dental product category than compared to our Spine product category. Therefore, since our Dental net sales were a higher percentage of our overall net sales in the nine-month period ended September 30, 2021 when compared to the same prior year period, our overall costs of products sold as a percentage of net sales increased.

Intangible asset amortization expense increased in the nine-month period ended September 30, 2021 compared to the same prior year period due to additional amortization from an acquisition made in the fourth quarter of 2020.

Operating Expenses

R&D expenses increased in both amount and as a percentage of net sales in the nine-month period ended September 30, 2021 compared to the same prior year period. The increase in expenses in the nine-month period ended September 30, 2021 was primarily due to reengaging in R&D projects in the current year period compared to 2020 when COVID-19 caused delays in project spending.

SG&A expenses increased in the nine-month period ended September 30, 2021 when compared to the same prior year period. The increase was primarily due to higher variable selling and distribution costs from increased net sales, higher performance-based compensation in the current year period as similar costs were reduced in the prior year period due to the effect COVID-19 had on our operating results, increased medical training and education costs as we have partially resumed these activities and increased corporate costs as we prepare to operate as a standalone company. Despite the increase in SG&A expenses, SG&A as a percentage of net sales declined in the nine-month period ended September 30, 2021 when compared to the same prior year period as our SG&A expenses included many fixed costs that did not increase ratably with the increase in net sales in the 2021 period.

In the nine-month period ended September 30, 2020, we recognized a goodwill impairment charge of $142.0 million related to our Dental reporting unit. For more information regarding this charge, see Note 11 to our condensed combined financial statements.

Restructuring expense is related to the Zimmer Biomet 2019 Restructuring Plan instituted by Zimmer Biomet in the fourth quarter of 2019 with an overall objective of reducing costs to allow it to invest in higher priority growth opportunities. We recognized expenses of $2.3 million and $9.5 million in the nine-month periods ended September 30, 2021 and 2020, respectively, primarily related to employee termination benefits, consulting fees, facility relocation and retention period compensation and benefits. For more information regarding these expenses, see Note 5 to our condensed combined financial statements.

Acquisition, integration, divestiture and related expenses increased in the nine-month period ended September 30, 2021 when compared to the same prior year period primarily due to additional costs incurred to prepare us for separation from Zimmer Biomet. The most significant costs relate to information technology costs to separate our systems to be able to operate on a standalone basis.

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

Our non-operating other income (expense), net, primarily relates to the remeasurement of monetary assets and liabilities that are denominated in a currency other than the subsidiary's functional currency. Therefore, the income or expense varies from year-to-year based upon the volatility of foreign currency exchange rates.

Our interest expense, net, is on debt due to Parent and is insignificant.

Our effective tax rate ("ETR") on loss before income taxes was 3.6 percent and 4.9 percent for the nine-month periods ended September 30, 2021 and 2020, respectively. In 2021, the income tax benefit was lower than our statutory tax rate driven by unfavorable jurisdictional mix in addition to expense for increasing valuation allowances. In 2020, the benefit was lower than the statutory rate driven by a non-deductible goodwill impairment charge which resulted in a loss before taxes, but had no corresponding tax benefit.

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; and the expiration of certain statutes of limitations. Currently, we cannot reasonably estimate the impact of these items on our financial results.

Segment Operating Profit

	Net Sales		Operating Profit		Operating Profit as a Percentage of Net Sales	
	Nine Months Ended September 30,		Nine Months Ended September 30,		Nine Months Ended September 30,	
(dollars in millions)	2021	2020	2021	2020	2021	2020
Spine	$ 405.2	$ 375.0	$ 46.3	$ 30.4	11.4%	8.1%
Dental	343.0	250.2	67.6	20.0	19.7	8.0

In the nine-month period ended September 30, 2021, both our segments' net sales and operating profit increased when compared the same prior year period since the 2020 results were significantly impacted by COVID-19 causing deferrals of elective surgical procedures. Since our operating expenses include many fixed costs, as net sales increase operating expenses do not increase ratably and therefore resulted in increases in operating profit as a percentage of net sales.

Non-GAAP Operating Performance Measures

The following are reconciliations from our GAAP net losses to EBITDA and Adjusted EBITDA as well as explanations of expenses and gains excluded from Adjusted EBITDA:

	Nine Months Ended September 30,	
	2021	2020
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$(34.6)	$(215.6)
Interest expense, net	0.3	0.2
Benefit for income taxes	(1.3)	(11.0)
Depreciation and amortization	95.7	100.2

	Nine Months Ended September 30,	
	2021	2020
EBITDA	$ 60.1	$ (126.2)
Share-based compensation(1)	8.8	7.8
Goodwill impairment(2)	—	142.0
Restructuring(3)	2.3	9.5
Acquisition, integration, divestiture and related(3)	12.0	1.7
Other various costs(4)	16.3	10.5
Adjusted EBITDA	$ 99.5	$ 45.3

(1) We have excluded share-based compensation from adjusted EBITDA due to its non-cash nature.

(2) We have excluded goodwill impairment from adjusted EBITDA because of the significance of these charges and their non-cash nature.

(3) Restructuring, acquisition, integration, divestiture and related costs are expenses from our Parent's corporate restructuring program and from acquisitions and related integration that are directly related to the Company and are for a specified period of time. Therefore, we exclude these costs from adjusted EBITDA.

(4) We have excluded from adjusted EBITDA certain Parent-related allocated expenses from projects, events or other various costs that we consider highly variable and are for a specified period of time. These costs include expenses and gains from initial compliance with the EUMDR for previously-approved products, compliance with the Parent's Deferred Prosecution Agreement ("DPA") with the U.S. government related to certain FCPA matters, allocation of costs from Zimmer Biomet's global restructuring program, allocation of costs related to Zimmer Biomet's integration activities of acquired businesses, and the impact from excess and obsolete inventory on certain product lines we intend to discontinue. The EU MDR imposes significant additional premarket and postmarket requirements. The new regulations provided a transition period until May 2021 for previously approved medical devices to meet the additional requirements. For certain devices, this transition period can be extended until May 2024. We are excluding from adjusted EBITDA the incremental costs incurred to establish initial compliance with the regulations related to our previously-approved medical devices. The incremental costs primarily include temporary personnel and third-party professionals necessary to supplement our internal resources. Under the DPA, Zimmer Biomet was subject to oversight by an independent compliance monitor, which monitorship concluded in August 2020. The excluded costs include the fees paid to the independent compliance monitor and to external legal counsel and other third-party professionals assisting in the matter. The allocation of costs from Zimmer Biomet's global restructuring program relates to activities from which we indirectly benefitted. The costs include employee termination benefits; contract terminations for facilities and sales agents; and other charges, such as retention period salaries and benefits and relocation costs. Similarly, we benefited indirectly from Zimmer Biomet's integration of acquired businesses and were allocated costs from these activities. These integration activities were part of detailed integration roadmaps that had a specific period of time to be completed. The impact from excess and obsolete inventory on certain product lines we intend to discontinue was primarily driven by acquisitions where there are competing product lines and we have plans to discontinue one or more of the competing product lines.

Liquidity and Capital Resources

We have historically participated in Zimmer Biomet's centralized approach to treasury, including financing and cash management activities. We have no third-party borrowings as of December 31, 2020. Under this centralized approach, cash management is performed through cash pooling arrangements. Certain of our entities have standalone cash accounts that are not included in the centralized cash pooling arrangement. All cash balances specifically identifiable to us are included in the combined balance sheets and statement of cash flows. Cash flows presented in these combined statement of cash flows may not be indicative of the cash flows we would have recognized had we operated as an independent, publicly traded company for the periods presented.

Sources of Liquidity

Cash flows provided by operating activities were $86.0 million in 2020 compared to $119.2 million and $162.0 million in 2019 and 2018, respectively. We are able to generate positive operating cash flows despite our reported net losses that are driven by significant non-cash expenses such as goodwill impairment, intangible asset amortization and depreciation. In the periods presented, 2018 had the highest level of operating cash flows driven by the highest level of sales and we began participating in Zimmer Biomet's accounts receivable purchase arrangement in the United States during the period. Operating cash flows declined in 2019 from 2018 due to lower sales and less benefit from the trade receivables program due to its revolving nature. The decline in cash flow from operating activities in 2020 from 2019 was primarily the result of COVID-19 reducing our cash inflows due to lower net sales while we continued to pay many fixed operating costs. Additionally, in 2020 we terminated our accounts receivable purchase arrangements in the United States and Japan.

Cash flows used in investing activities were $49.5 million in 2020 compared to $84.6 million and $50.3 million in 2019 and 2018, respectively. Instrument and property, plant and equipment additions reflected ongoing investments in our product portfolio and optimization of our manufacturing and logistics network. In order to preserve cash due to the significant effects COVID-19 had on our business, we prioritized certain investments in 2020 which resulted in lower overall investments. As further discussed in Note 10 to our combined financial statements, we made various acquisitions in 2020 and 2019 which resulted in cash outflows from investing activities.

Cash flows used in financing activities were $46.5 million in 2020 compared to $43.7 million and $97.3 million in 2019 and 2018, respectively. As further discussed in Note 20 to our combined financial statements, the primary use of cash from financing activities was related to transactions with Zimmer Biomet. Additionally, certain debt due to Parent was paid in 2018.

Cash flows provided by operating activities were $42.9 million in the nine-month period ended September 30, 2021 compared to net cash used in operations of $5.7 million in the same prior year period. The return to positive operating cash flows in the 2021 period resulted from the increase in net sales as elective surgical procedures returned. In the nine-month period ended September 30, 2020, we recognized operating cash outflows due to lower net sales as a result of COVID-19 while we continued to pay many fixed operating costs. Additionally, in the 2020 period we terminated our accounts receivable purchase arrangements in the U.S. and Japan which had a negative effect on operating cash flows.

Cash flows used in investing activities were $37.9 million in the nine-month period ended September 30, 2021 compared to $29.4 million in the same prior year period. Instrument and property, plant and equipment additions reflected ongoing investments in our product portfolio and optimization of our manufacturing and logistics network. In order to preserve cash due to the significant effects COVID-19 had on our business, we prioritized investments in 2020 which resulted in lower additions. Additionally, in the 2021 period we have made investments in property, plant and equipment as we prepare to separate from Zimmer Biomet.

Cash flows used in financing activities were $7.5 million in the nine-month period ended September 30, 2021 compared to cash flows provided by financing activities of $27.8 million in the same prior year period. As further discussed in Note 17 to our condensed combined financial statements, the primary use of cash from financing activities was related to transactions with Zimmer Biomet.

Post Spin-Off Liquidity and Capital Resources

Subsequent to the spin-off, we will no longer participate in the centralized treasury management of Zimmer Biomet. Our ability to fund our operations and capital needs depends upon our ability to generate ongoing cash from operations and to access the capital markets. Our principal uses of cash in the future will be primarily to fund our operations, working capital needs, capital expenditures, repayment of borrowings and strategic business development transactions.

We expect to incur indebtedness in connection with the spin-off, of which a portion will be paid to Zimmer Biomet as a distribution. We believe that future cash from operations will provide us the opportunity to enter into financing arrangements and access capital markets to provide adequate resources to fund our future cash flow needs.

Critical Accounting Estimates

Our financial results are affected by the selection and application of accounting policies and methods. Significant accounting policies which require management's judgment are discussed below.

Excess Inventory and Instruments

We must determine as of each balance sheet date how much, if any, of our inventory may ultimately prove to be unsaleable or unsaleable at our carrying cost. Similarly, we must also determine if instruments on hand will be put to productive use or remain undeployed as a result of excess supply. Accordingly, inventory and instruments are written down to their net realizable value. To determine the appropriate net realizable value, we evaluate current stock levels in relation to historical and expected patterns of demand for all of our products and instrument systems and components. The basis for the determination is generally the same for all inventory and instrument items and categories except for work-in-process inventory, which is recorded at cost. Obsolete or discontinued items are generally destroyed and completely written off. Management evaluates the need for changes to the net realizable values of inventory and instruments based on market conditions, competitive offerings and other factors on a regular basis.

Income Taxes

Our income tax expense, deferred tax assets and liabilities and reserves for unrecognized tax benefits reflect management's best assessment of estimated future taxes to be paid. We are subject to income taxes in the United States and numerous foreign jurisdictions. Significant judgments and estimates are required in determining income tax expense.

We estimate income tax expense and income tax liabilities and assets by taxable jurisdiction. Realization of deferred tax assets in each taxable jurisdiction is dependent on our ability to generate future taxable income sufficient to realize the benefits. We evaluate deferred tax assets on an ongoing basis and provide valuation allowances unless we determine it is "more likely than not" that the deferred tax benefit will be realized.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations in a multitude of jurisdictions across our global operations. We are subject to regulatory review or audit in virtually all of those jurisdictions and those reviews and audits may require extended periods of time to resolve. We record our income tax provisions based on our knowledge of all relevant facts and circumstances, including existing tax laws, our experience with previous settlement agreements, the status of current examinations and our understanding of how the tax authorities view certain relevant industry and commercial matters.

We recognize tax liabilities in accordance with the Financial Accounting Standards Board guidance on income taxes and we adjust these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which they are determined.

Commitments and Contingencies

We are involved in various ongoing proceedings, legal actions and claims arising in the normal course of doing business, including litigation related to product, labor and intellectual property. We establish liabilities for loss

contingencies when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. Accruals for product liability and other claims are established with the assistance of internal and external legal counsel based on current information and historical settlement information for claims, related legal fees and for claims incurred but not reported.

Goodwill and Intangible Assets

We evaluate the carrying value of goodwill annually, or whenever events or circumstances indicate the carrying value may not be recoverable. We evaluate the carrying value of finite life intangible assets whenever events or circumstances indicate the carrying value may not be recoverable. Significant assumptions are required to estimate the fair value of goodwill and intangible assets, most notably estimated future cash flows generated by these assets and risk-adjusted discount rates. As such, these fair value measurements use significant unobservable inputs. Changes to these assumptions could require us to record impairment charges on these assets.

We recognized a goodwill impairment charge of $142.0 million related to the dental reporting unit in the year ended December 31, 2020. Fair value of the goodwill was determined using 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 units. Significant assumptions are incorporated into our discounted cash flow analyses, such as estimated revenue growth rates, gross margins, operating margins and risk-adjusted discount rates. Fair value under the market approach utilized the guideline public company methodology, which uses valuation indicators determined from other businesses that are similar to our reporting units.

Future impairment in our reporting units could occur if the estimates used in the income and market approaches change. If our estimates of profitability in the reporting unit decline, the fair value estimate under the income approach will decline. 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. Further, changes in foreign currency exchange rates could increase the cost of procuring inventory and services from foreign suppliers, which could reduce reporting unit profitability.

Our last goodwill impairment test on the dental reporting unit was performed in the fourth quarter of 2020. At that time, our dental reporting unit’s fair value was estimated to be approximately 13 percent greater than its carrying value. As of December 31, 2020, $273.7 million of goodwill remained for the dental reporting unit.

Corporate Allocations

We have historically operated as part of Zimmer Biomet and not as a separate, publicly traded company. Accordingly, certain shared costs have been allocated to us and are reflected as expenses in the accompanying combined statements of earnings. Management considers the expense methodology and resulting allocation to be reasonable for all periods presented; however, the allocations may not be indicative of actual expenses that would have been incurred had we operated as an independent, publicly traded company for the periods presented. Actual costs that we may have incurred had we been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by our employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

Recent Accounting Pronouncements

See Note 2 to our combined financial statements for information on how recent accounting pronouncements have affected or may affect our financial position, results of operations or cash flows.

Market Risk

We are exposed to certain market risks as part of our ongoing business operations, including risks from changes in foreign currency exchange rates, interest rates and commodity prices that could affect our financial condition, results of operations and cash flows.

Foreign Currency Exchange 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. We are primarily exposed to foreign currency exchange rate risk with respect to transactions and net assets denominated in Euros, Japanese Yen, Chinese Renminbi, Canadian Dollars, and Taiwan Dollars. Zimmer Biomet manages the foreign currency exposure centrally, on a combined basis, which allows it to net exposures and to take advantage of any natural offsets. To reduce the uncertainty of foreign currency exchange rate movements on transactions denominated in foreign currencies, Zimmer Biomet enters into derivative financial instruments in the form of foreign currency exchange forward contracts with major financial institutions. These forward contracts are designed to hedge anticipated foreign currency transactions, primarily intercompany sale and purchase transactions, for periods consistent with commitments. Realized and unrealized gains and losses on these contracts that qualify as cash flow hedges are temporarily recorded in accumulated other comprehensive income, then recognized in cost of products sold when the hedged item affects net earnings. We have participated in this hedging program and the combined statements of earnings reflects a proportional allocation of the effects of this program. However, since Zimmer Biomet is the legal obligor of these forward contracts, we have not recognized any assets or liabilities on our combined balance sheet, nor in our combined statement of other comprehensive income. Following the spin-off, we intend to implement a foreign currency risk management program on our own behalf.

Commodity Price Risk

We purchase raw material commodities such as cobalt chrome, titanium, tantalum, polymer and sterile packaging. We enter into supply contracts generally with terms of 12 to 24 months, where available, on these commodities to alleviate the effect of market fluctuation in prices. As part of our risk management program, we perform sensitivity analyses related to potential commodity price changes. A 10 percent price change across all these commodities would not have a material effect on our combined financial position, results of operations or cash flows.

Interest Rate Risk

Our interest expense and related risks as reported in our combined statements of earnings are immaterial. Our combined balance sheets and statements of earnings do not include an allocation of third-party debt or interest expense from Zimmer Biomet because we are not the legal obligor of the debt and the borrowings were not directly attributable to our business. We expect to incur indebtedness in connection with the spin-off, at which time our exposure to interest rate risk is expected to increase.

Credit Risk

Financial instruments, which potentially subject us to concentrations of credit risk, are primarily cash and cash equivalents, derivative instruments and accounts receivable.

We place our cash and cash equivalents with highly-rated financial institutions and limit the amount of credit exposure to any one entity. We believe we do not have any significant credit risk on our cash and cash equivalents.

Our concentrations of credit risks with respect to trade accounts receivable is 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 dental practices in the healthcare industry in the United States 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. Our ability to collect accounts receivable in some countries depends in part upon the financial stability of these hospital and healthcare sectors and the respective countries' national economic and healthcare systems. Most notably, in Europe healthcare is typically sponsored by the government. Since we sell products to public hospitals in those countries, we are indirectly exposed to government budget constraints. To the extent the respective governments' ability to fund their public hospital programs deteriorates, we may have to record significant bad debt expenses in the future.

While we are exposed to risks from the broader healthcare industry in Europe and around the world, there is no significant net exposure due to any individual customer. Exposure to credit risk is controlled through credit approvals, credit limits and monitoring procedures, and we believe that reserves for losses are adequate.

MANAGEMENT

Executive Officers Following the Distribution

Set forth below is information relating to the individuals who are expected to serve as our executive officers following the completion of the distribution. We are in the process of identifying other persons who will be our executive officers following the distribution. We will disclose further information regarding our executive officers in an amendment to this information statement. While our executive officers are currently officers and employees of Zimmer Biomet, after the distribution, none of these individuals will be officers or employees of Zimmer Biomet.

Name	Age	Position
Vafa Jamali	51	President, Chief Executive Officer and Director
Richard Heppenstall	51	Executive Vice President, Chief Financial Officer and Treasurer
Rebecca Whitney	45	Senior Vice President and President, Global Spine
Indraneel Kanaglekar	44	Senior Vice President and President, Global Dental
David Harmon	54	Senior Vice President, Chief Human Resources Officer
Heather Kidwell	53	Senior Vice President, Chief Legal and Compliance Officer and Corporate Secretary

Mr. Jamali joined Zimmer Biomet in February 2021 to serve as the Chief Executive Officer ("CEO") of ZimVie. Mr. Jamali was further appointed as President of ZimVie in December 2021. Previously, Mr. Jamali served as the Chief Commercial Officer of Rockley Photonics, where he led commercial strategic planning for the early-stage integrated optics solutions provider from October 2020 until joining Zimmer Biomet. Prior to that, Mr. Jamali served as Senior Vice President and President, Respiratory, Gastrointestinal and Informatics ("RGI") of Medtronic plc from May 2017 until October 2020. Before leading the RGI business, he served as Senior Vice President and President, Early Technologies of Medtronic plc from January 2016 until May 2017 and prior to that he served as Vice President and General Manager, GI Solutions of Medtronic plc from January 2015 until January 2016. Before joining Medtronic, Mr. Jamali held leadership positions with Covidien plc, Cardinal Health, Inc. and Baxter International Inc. He received his Bachelor of Commerce degree with distinction from the University of Alberta in Edmonton, Canada and has completed a number of executive leadership programs, including the Harvard Executive Leadership Program in 2020.

Mr. Heppenstall was appointed Executive Vice President and Chief Financial Officer of ZimVie in September 2021. Mr. Heppenstall was further appointed as Treasurer of ZimVie in January 2022. Previously, Mr. Heppenstall served as Chief Financial Officer of Breg, Inc., a global manufacturer and solutions provider of orthopedic braces, cold therapy and other medical equipment, from April 2019 to September 2021. Before joining Breg, Inc., he served as Senior Vice President, Finance and Treasury of Orthofix Medical Inc., a global medical device company focused on musculoskeletal products and therapies, from May 2015 to April 2019. Prior to that, Mr. Heppenstall held senior leadership roles at Solera Holdings, Inc., Flowserve Corporation and CooperVision Inc. He holds a Bachelor of Arts in Economics from University of California, Irvine and an MBA from Santa Clara University.

Ms. Whitney was appointed Senior Vice President and President, Global Spine of ZimVie in April 2021. Previously, Ms. Whitney served as Vice President, ASC/Outpatient Solutions and Efficient Care of Zimmer Biomet from July 2019 until April 2021. She joined Zimmer Biomet in June 2014 as Senior Director of Global Marketing for the Spine organization. In December 2015, she was promoted to Vice President of Global Marketing for Spine and in April 2018 she was promoted to General Manager, Global Spine, a position she held until July 2019. Ms. Whitney began her career as a product manager with BD Medical Systems. She then led the sales and marketing efforts for a small start-up before selling the company to CR Bard. After working for Galen Partners, a private equity firm, she joined Covidien plc as a Global Director of Marketing. Following another start-up venture that was sold to GE Healthcare, Ms. Whitney joined Zimmer Biomet. She holds a Bachelor of Science in Organizational Communications and an MBA from the University of Utah.

Mr. Kanaglekar was appointed Senior Vice President and President, Global Dental of ZimVie in June 2021. Previously, Mr. Kanaglekar served as Vice President and General Manager of Zimmer Biomet Dental from July 2017 until April 2021. Mr. Kanaglekar joined Zimmer Biomet's Dental organization in June 2012 as Director, Business Development. In June 2015, he was promoted to Vice President, Business Development and PMO and in January 2017, he was promoted to General Manager, Asia Pacific of Zimmer Biomet Dental. Prior to joining Zimmer Biomet, Mr. Kanaglekar worked in the life sciences industry in research and development, sales and marketing consulting, and business development with Agilent Technologies, ZS Associates and Beckman Coulter (a Danaher operating company), respectively. He holds a Bachelor of Technology in Materials Science from the Indian Institute of Technology Bombay, a Master of Science in Materials Science from the University of Wisconsin-Madison and an MBA from the University of Chicago Booth School of Business.

Mr. Harmon was appointed Senior Vice President, Chief Human Resources Officer of ZimVie in September 2021. Previously, Mr. Harmon served as Chief People Officer of Gannett Co., Inc. from 2015 to 2021. Before joining Gannett Co., Inc., he served as Chief Human Capital Officer and Deputy Director, Technology of the Federal Reserve Board from 2012 until 2015. From 2003 to 2011, Mr. Harmon served in roles of increasing responsibility in human resources and operational functions with AOL Inc., most recently as Executive Vice President, Human Resources and Corporate Services, from 2007 to 2011. Mr. Harmon holds a BA in Psychology from Skidmore College, an MBA from Clarkson University, and a Master of Science in Operations Management and Graduate Certificate in Human Resources from Keller Graduate School of Management.

Ms. Kidwell was appointed Senior Vice President, Chief Legal and Compliance Officer and Corporate Secretary of ZimVie in June 2021. Previously, Ms. Kidwell served as Vice President, Associate General Counsel and Assistant Secretary of Zimmer Biomet from July 2017 until June 2021. Ms. Kidwell joined Zimmer Biomet in December 2009 as Senior Corporate Counsel and Assistant Secretary and was promoted to Vice President, Senior Corporate Counsel and Assistant Secretary in November 2012. Before joining Zimmer Biomet, Ms. Kidwell was a Partner with the law firm now known as Faegre Drinker Biddle & Reath LLP. Ms. Kidwell holds a Bachelor of Science in Accounting from Indiana State University and a Juris Doctor from Indiana University Maurer School of Law.

BOARD OF DIRECTORS AND CORPORATE GOVERNANCE

Board Structure and Directors Following the Distribution

Set forth below is information, as of January 21, 2022, regarding the persons who are expected to serve on our board of directors following the completion of the distribution. All of the nominees will be presented to Zimmer Biomet as our Company's sole stockholder for election prior to the separation.

Following the completion of the distribution, we expect our board of directors to be composed of a majority of independent directors. Our amended and restated certificate of incorporation provides for a classified board of directors until the annual stockholder meeting in 2026. We currently have one director in Class I, two directors in Class II and two directors in Class III. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The directors designated below as Class I directors will have terms expiring at the first annual meeting of stockholders following the distribution, which the Company expects to hold in 2023, and will be up for re-election at that meeting for a three-year term to expire at the 2026 annual meeting of stockholders. The directors designated below as Class II directors will have terms expiring at the following year's annual meeting of stockholders, which the Company expects to hold in 2024, and will be up for re-election at that meeting for a two-year term to expire at the 2026 annual meeting of stockholders. The directors designated below as Class III directors will have terms expiring at the following year's annual meeting of stockholders, which the Company expects to hold in 2025, and will be up for re-election at that meeting for a one-year term to expire at the 2026 annual meeting of stockholders. Commencing with the 2026 annual meeting of stockholders, directors will be elected annually and for a term of office to expire at the next annual meeting of stockholders, and our board of directors will thereafter no longer be divided into classes. Before our board of directors is declassified, it would take at least three years after the completion of the distribution for any individual or group to gain control of our board of directors.

At any meeting of stockholders for the election of directors at which a quorum is present, the election will be determined by a majority of the votes cast by the stockholders entitled to vote in the election, with directors not receiving a majority of the votes cast required to tender their resignations for consideration by the board of directors, except that in the case of a contested election, the election will be determined by a plurality of the votes cast by the stockholders entitled to vote in the election.

The number of members on our board of directors may be fixed by resolution adopted from time to time by the board of directors pursuant to a resolution adopted by a majority of the whole board (but shall not be less than three). Any vacancies or newly created directorships may be filled only by the affirmative vote of a majority of directors then in office, even if less than a quorum and not by the stockholders. Each director shall hold office until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation or removal.

Set forth below is biographical information as well as background information relating to each director's business experience, qualifications, attributes and skills and why we believe each individual is a valuable member of the board of directors.

Class I—Director Whose Term Expires in 2023

Name	Age
Vinit Asar	55

Class II—Directors Whose Term Expires in 2024

Name	Age
Karen Matusinec	55
Sally Crawford	68

Class III—Directors Whose Term Expires in 2025

Name	Age
David King	65
Vafa Jamali	51

Mr. King has been Managing Member of Kingman LLC, a strategic healthcare consulting company, since August 2020. Previously he served as an Operating Partner at Pritzker Private Capital from August 2020 through December 2021, co-leading the firm's activities in the healthcare sector. Prior to joining Pritzker Private Capital, Mr. King was most recently the Chief Executive Officer of Labcorp (NYSE: LH), a leading global life sciences company, from 2007 to 2019. At Labcorp, Mr. King also served as the Executive Chairman of the Board from November 2019 to May 2020, and as the Non-Executive Chairman of the Board from May 2009 to October 2019. Mr. King is the board chair of PATH, a global nonprofit dedicated to furthering health equity, and a member of the advisory board for Duke University's Robert J. Margolis, MD, Center for Health Policy. Mr. King previously served on the boards of Cardinal Health (NYSE: CAH), Elon University and the American Clinical Laboratory Association, where he served as board chair from 2010 to 2014. Mr. King is also on the board of Privia Health (NASDAQ: PRVA) and the Emily K Center, a college-readiness center in Durham, North Carolina, founded by Mike Krzyzewski, the head coach of the Duke University Men's Basketball team. Mr. King earned a bachelor's degree, cum laude, from Princeton University and a Juris Doctor, cum laude, from the University of Pennsylvania Law School. Mr. King will bring to the board of directors extensive executive leadership experience, a deep understanding of the healthcare industry as well as public company operational expertise.

Ms. Crawford served as Chief Operating Officer of Healthsource, Inc., a publicly-held managed care organization, from its founding in 1985 until 1997. During her tenure at Healthsource, she led the development of its operating systems and marketing strategies and supported strategic alliances with physicians, hospitals, insurers, and other healthcare companies. Since 1997, Ms. Crawford has been a healthcare consultant. She serves on the Boards of Directors of Hologic, Inc. (NASDAQ: HOLX), Abcam PLC (NASDAQ: ABCM) and Prolacta Bioscience Inc. She previously served on the Boards of Directors of Insulet Corporation (NASDAQ: PODD) until December 2021 and Universal American Corp. until its acquisition by WellCare Health Plans, Inc. in April 2017. Ms. Crawford earned a Bachelor of Arts from Smith College and a Master of Science from Boston University. Ms. Crawford will bring to the board of directors governance experience, operational experience and a detailed understanding of the healthcare and managed care industries that are relevant to our business.

Ms. Matusinec served as Senior Vice President, Treasurer of McDonald's Corporation (NYSE: MCD) from October 2011 until July 2021. In that role, Ms. Matusinec had responsibility for McDonald's global Treasury, Tax, Insurance, and Global Business Services functions. Prior to that, she served as McDonald's Vice President, Corporate Tax from September 2006 to September 2011. Ms. Matusinec joined McDonald's in October 2003 as Director, Corporate Tax. Before joining McDonald's, she served as a tax consultant and tax auditor with Arthur Andersen and Deloitte specializing in international tax planning, consulting, and tax accounting for large multinational companies. Ms. Matusinec began her career in corporate tax in the financial services industry with Bank One and Northwestern National Insurance Company. Ms. Matusinec earned a bachelor's degree in accounting from University of Wisconsin-Milwaukee and a master's degree in taxation from DePaul University. Ms. Matusinec will bring to the board of directors significant financial expertise and extensive experience in treasury, tax, insurance, shared services and risk management.

Mr. Asar has been the President and Chief Executive Officer and a member of the Board of Directors of Hanger, Inc. (NYSE: HNGR) since May 2012. Previously, he served as Hanger's President and Chief Operating Officer from September 2011 to May 2012, and as Hanger's Executive Vice President and Chief Growth Officer from December 2008 to September 2011. Mr. Asar joined Hanger from the Medical Device & Diagnostic sector at Johnson & Johnson (NYSE: JNJ), having worked at the Ethicon, Ethicon Endo Surgery, Cordis, and Biosense Webster franchises. During his eighteen-year career at Johnson & Johnson, Mr. Asar held various roles of increasing responsibility in Finance, Product Development, Manufacturing, and Marketing and Sales in the United States and in Europe. Mr. Asar earned a BSBA from Aquinas College and an MBA from Lehigh University. Mr. Asar will bring to the board of directors executive and public company experience as well as significant experience in the healthcare products and services industry.

For the biography of Vafa Jamali, see the section entitled "Management—Executive Officers Following the Distribution."

Director Independence

A majority of our board of directors will be composed of directors who are "independent" as defined under the rules of Nasdaq. We will seek to have all of our non-management directors qualify as "independent" under these standards. Our board of directors will affirmatively determine the independence of each non-employee director and consider all factors relevant in determining whether he or she has a relationship to our Company that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. In determining which directors are "independent," our board of directors will use the definition contained in the corporate governance requirements of Nasdaq as in effect from time to time.

Our board of directors will assess on a regular basis, and at least annually, the independence of directors and, based on the recommendation of the Corporate Governance Committee, will make a determination as to which members are independent.

Committees of the Board of Directors

Effective upon the completion of the distribution, our board of directors will have the following standing committees: an Audit Committee, a Compensation Committee, a Corporate Governance Committee and a Quality, Regulatory and Technology Committee.

Audit Committee. Following the completion of the distribution, our Audit Committee will be directly responsible for the appointment, retention, compensation and oversight of our independent registered public accounting firm, including the review and approval of audit fees. The principal functions of the Audit Committee will include:

- pre-approving all auditing services and permissible non-audit services provided to us by our independent registered public accounting firm;
- reviewing with our independent registered public accounting firm and with management the proposed scope of the annual audit, past audit experience, our program for the internal examination and verification of our accounting records and the results of recently completed internal examinations;
- reviewing and discussing with management and our independent registered public accounting firm our quarterly and annual financial statements prior to their public release;
- reviewing major issues as to the adequacy of our internal controls;
- overseeing our compliance with certain legal and regulatory requirements, including oversight of our Corporate Compliance Program, and aspects of our risk management processes; and
- reviewing and discussing with management our privacy, data security, business continuity and cyber security-related risk exposures.

Following the completion of the distribution, the members of the Audit Committee are expected to be Karen Matusinec (Chairperson), David King, Vinit Asar and Sally Crawford. Our board of directors is expected to determine that each member of the Audit Committee is "independent" as defined under the rules of Nasdaq and the SEC. Our board of directors is expected to designate Karen Matusinec, David King and Vinit Asar as "audit committee financial experts" as defined by SEC rules. Stockholders should understand that this designation is an SEC disclosure requirement related to these directors' experience and understanding with respect to certain accounting and auditing matters. The designation does not impose upon these directors any duties, obligations or liabilities that are greater than those that are generally imposed on them as members of the Audit Committee and the board of directors, and their designation as audit committee financial experts pursuant to this SEC requirement does not affect the duties, obligations or liability of any other member of the Audit Committee or the board of directors.

Compensation Committee. Following the completion of the distribution, our Compensation Committee will have the overall responsibility for approving and evaluating our executive compensation plans, policies and programs. The duties of the Compensation Committee will include:

- evaluating the CEO's performance, including in light of the goals and objectives applicable to the CEO, and reviewing and discussing with the CEO the performance of our other executive officers;
- reviewing and approving the base salary, annual and long-term incentive compensation and other compensation, perquisites or special or supplemental benefits to be paid or awarded to our CEO and other executive officers;
- approving and authorizing the company to enter into any severance arrangements, change in control severance agreements or other compensation-related agreements with our executive officers, in each case as, when and if appropriate;
- reviewing and making recommendations to our board of directors with respect to our incentive compensation and equity-based plans;
- administering our incentive compensation and equity-based plans, including making awards under such plans;
- monitoring compliance by our executive officers and directors with our stock ownership guidelines;
- overseeing the process for identifying and addressing any material risks relating to our compensation policies and practices;
- cooperating with the Corporate Governance Committee in reviewing non-employee director compensation and providing input with respect to any proposed changes in director compensation;
- as part of periodic organization and talent planning, either as part of the full board of directors, or at the board of directors' direction, reviewing talent and development plans relative to senior management;
- either as part of the full board of directors, or at the board of directors' direction, reviewing and monitoring our policies and strategies related to human capital management;
- reviewing and discussing with management the Compensation Discussion and Analysis required by SEC regulations and, if appropriate, recommending its inclusion in our Annual Report on Form 10-K and proxy statement; and
- reviewing the results of non-binding advisory votes on executive compensation and determining whether changes should be made to our executive compensation policies and programs in light of stockholder feedback.

Following the completion of the distribution, the members of the Compensation Committee are expected to be Sally Crawford (Chairperson), Karen Matusinec, David King and Vinit Asar. Our board of directors is expected

to determine that each member of the Compensation Committee is (i) "independent" as defined under the rules of Nasdaq and (ii) a "non-employee director" as defined in Rule 16b-3 promulgated under the Exchange Act. The Compensation Committee has the authority to retain compensation consultants, outside counsel and other advisers.

Corporate Governance Committee. Following the completion of the distribution, our Corporate Governance Committee will identify and make recommendations to our board of directors regarding candidates for directorships, oversee the board of directors' corporate governance policies and practices and assist the board of directors in its oversight with respect to matters that involve our image, reputation and standing as a responsible corporate citizen. In its oversight of director matters and corporate governance policies and practices, the Corporate Governance Committee's duties will include:

- developing and recommending to the board of directors criteria for selection of non-management directors;
- recommending director nominees to the board of directors for election at the next annual or special meeting of stockholders at which directors are to be elected or to fill any vacancies or newly-created directorships that may occur between such meetings;
- recommending directors for appointment to board committees;
- analyzing information relevant to the board of directors' determination as to whether a director is independent;
- overseeing the annual self-evaluation process for the board of directors and its committees;
- periodically reviewing the board of directors' leadership structure and recommending any proposed changes to the board of directors for approval;
- periodically reassessing the board of directors' Corporate Governance Guidelines and recommending any proposed changes to the board of directors for approval; and
- periodically reviewing, in cooperation with the Compensation Committee, the form and amount of non-employee director compensation and recommending any proposed changes to the board of directors for approval.

In assisting our board of directors in its oversight with respect to matters that involve our image, reputation and standing as a responsible corporate citizen, the Corporate Governance Committee will review and consider, among other items, the following from time to time as it deems appropriate:

- current and emerging political, social, environmental, corporate citizenship and public policy issues and trends that may affect our business activities, performance, reputation or public image;
- our sustainability activities, including initiatives related to the environment;
- our community relations activities and charitable contributions, including the underlying philosophy, goals and purposes of our contribution activities;
- our initiatives related to promoting access to healthcare and other social responsibility issues; and
- stockholder proposals submitted for inclusion in our proxy materials that relate to public policy or social responsibility issues.

Following the completion of the distribution, the members of the Corporate Governance Committee are expected to be David King (Chairperson), Karen Matusinec, Vinit Asar and Sally Crawford. Our board of directors is expected to determine that each member of the Corporate Governance Committee is "independent" as defined under the rules of Nasdaq.

Quality, Regulatory and Technology Committee. Following the completion of the distribution, our Quality, Regulatory and Technology Committee will assist the board of directors in its oversight of product quality and safety and our research, innovation and technology initiatives in the context of our overall corporate strategy, goals and objectives. In its oversight of risk management, the Quality, Regulatory and Technology Committee reviews and considers, among other items, the following:

- our overall quality strategy;
- processes in place to monitor and control product quality and safety;
- results of product quality and quality system assessments by the company and external regulators; and
- any significant product quality issues that may arise.

In overseeing our research, innovation and technology initiatives, the Quality, Regulatory and Technology Committee reviews and considers, among other items, the following as it deems appropriate:

- the strategic goals, objectives and direction of our research programs and the alignment of those programs with our portfolio of businesses and our long-term business objectives and strategic goals;
- the relationship of our strategic research plan to our overall approach to technical and commercial innovation and technology acquisition;
- our product development pipeline;
- our major technology positions and strategies relative to emerging technologies, emerging concepts of therapy and healthcare, and changing market requirements;
- the processes for identifying and prioritizing, and, as applicable, the development of, innovative technologies that arise from within and outside the Company;
- our ability to internally develop technology being, or proposed to be, developed, or to access and maintain such technology from third parties through acquisitions, licensing, collaborations, alliances, investments or otherwise; and
- the potential impact on us in the event that technology being, or proposed to be, developed is not developed or accessed by us.

Following the completion of the distribution, the members of the Quality, Regulatory and Technology Committee are expected to be Vinit Asar (Chairperson), Karen Matusinec, David King and Sally Crawford. Our board of directors is expected to determine that each member of the Quality, Regulatory and Technology Committee is “independent” as defined under the rules of Nasdaq.

Our board of directors is expected to adopt a written charter for each of the Audit Committee, Compensation Committee, Corporate Governance Committee and Quality, Regulatory and Technology Committee. These charters will be posted on our investor relations website in connection with the distribution.

Compensation Committee Interlocks and Insider Participation

Our Compensation Committee will be established in 2022 in connection with the proposed distribution. During our fiscal year ended December 31, 2021, we were not an independent company, and did not have a compensation committee or any other committee serving a similar function. Decisions as to the compensation of those who currently serve as our executive officers were made by Zimmer Biomet, as described in the section of this information statement captioned “Executive Compensation.”

Corporate Governance

Board Leadership Structure

Following the completion of the distribution, our board of directors will be led by our non-executive Chairperson, David King. As stated in our Corporate Governance Guidelines, the board has no policy with

respect to the separation of the offices of Chairperson of the board of directors and CEO. The board believes it is important to retain its flexibility to make the determination as to whether the interests of the Company and our stockholders are best served by having the same individual serve as both CEO and Chairperson, in which case the board will appoint a Lead Independent Director, or whether the roles should be separated based on the circumstances at any given time, and our Corporate Governance Guidelines and amended and restated bylaws provide this flexibility. The board believes this governance structure currently promotes a balance between the board's independent authority to oversee our business and the CEO and his management team who manage the business on a day-to-day basis. The board expects to periodically review its leadership structure to ensure that it continues to meet our needs.

Board Meetings, Attendance and Executive Sessions

Following the completion of the distribution, our board of directors will meet on a regularly scheduled basis to review significant developments affecting us and to act on matters requiring board approval. It will also hold special meetings when an important matter requires board action between scheduled meetings. Members of senior management will attend meetings of the board of directors and its committees to report on and discuss their areas of responsibility. Directors will be expected to attend board meetings, meetings of committees on which they serve and stockholder meetings. Directors will be expected to spend the time needed and meet as frequently as necessary to properly discharge their responsibilities.

We expect that each regularly scheduled board meeting will begin with a session between the CEO and the independent directors. This will provide a platform for discussions outside the presence of the non-Board management attendees, as well as an opportunity for the independent directors to go into executive session (without management) if requested by any director. The independent directors may meet in executive session, without management, at any time, and will be scheduled for such independent executive sessions at each regularly scheduled board meeting. Our non-executive Chairperson will preside at these executive sessions.

Selection of Nominees for Election to the Board

All of our current directors and those who will be elected to the board prior to the distribution will have been elected by the Zimmer Biomet board. Following the completion of the distribution, our Corporate Governance Guidelines provide that the Corporate Governance Committee will identify and recommend to the full board individuals who the Corporate Governance Committee believes are qualified and suitable to become members of the board consistent with the criteria for selection of new directors adopted from time to time by the board. In evaluating director candidates and considering incumbent directors for nomination to the board, the Corporate Governance Committee will consider a variety of factors. These include each candidate's business and professional experience, skills, qualifications, character and integrity, reputation for working constructively in a collegial environment and availability to devote sufficient time to board matters. Diversity of background and diversity of gender, race, ethnicity, national origin and age will also be relevant factors in the selection process. The Corporate Governance Committee will also consider whether a candidate can meet the independence standards for directors and members of key committees under the rules of Nasdaq and the SEC.

While the board has not formally adopted a policy regarding director diversity, the committee will actively consider diversity in director recruitment and nomination. In connection with new director searches, we expect that the board will utilize a process that requires the final pool of candidates to include potential directors who will increase the board's ethnic and/or gender diversity. The board believes that the diversity of the current board members, including as to gender, race, ethnicity, national origin, international work experience and age, provides significant benefits to the board and to ZimVie.

In identifying candidates for election to the board of directors, the Corporate Governance Committee will consider nominees recommended by directors, stockholders and other sources. The Corporate Governance Committee will review each candidate's qualifications, including whether a candidate possesses any of the

specific qualities and skills desirable in certain members of the board of directors. Evaluations of candidates generally involve a review of background materials, internal discussions and interviews with selected candidates as appropriate. Upon selection of a qualified candidate, the Corporate Governance Committee will recommend the candidate for consideration by the full board of directors. The Corporate Governance Committee may engage consultants or third-party search firms to assist in identifying and evaluating potential nominees.

Following the completion of the distribution, the Corporate Governance Committee will consider director candidates proposed by stockholders on the same basis as recommendations from other sources. Following the completion of the distribution, any stockholder who wishes to recommend a prospective candidate for the board of directors for consideration by the Corporate Governance Committee may do so by submitting the name and qualifications of the prospective candidate in writing to the following address: c/o Corporate Secretary, ZimVie Inc., 10225 Westmoor Drive, Westminster, CO 80021. Any such submission should also describe the experience, qualifications, attributes and skills that make the prospective candidate a suitable nominee for the board of directors, as well as other information set forth in our Corporate Governance Guidelines. Our bylaws set forth the requirements for direct nomination by a stockholder of persons for election to the board of directors.

Corporate Governance Guidelines

Our board of directors is expected to adopt Corporate Governance Guidelines to address significant corporate governance issues. Following the completion of the distribution, a copy of these guidelines will be available on our website at *www.zimvie.com*. These guidelines provide a framework for our corporate governance initiatives and cover topics including, but not limited to, director qualification and responsibilities, board composition, director compensation and management and succession planning. The Corporate Governance Committee is responsible for overseeing and reviewing the guidelines and recommending to our board of directors any changes to the guidelines.

Communicating with the Board of Directors

Stockholders or other interested parties may contact our directors by writing to them either individually or as a group or partial group (such as all independent directors), c/o Corporate Secretary, ZimVie Inc., 10225 Westmoor Drive, Westminster, CO 80021. If you wish your communication to be treated confidentially, please write the word “CONFIDENTIAL” prominently on the envelope and address it to the director by name so that it can be forwarded without being opened. Communications addressed to multiple recipients, such as to “Board of Directors,” “Audit Committee,” “Independent Directors,” etc. will necessarily have to be opened and copied by the Office of the Corporate Secretary in order to forward them, and hence cannot be treated confidentially.

Director Experience, Skills and Qualification

The Corporate Governance Committee charter will provide that the committee will recommend to the board of directors certain criteria based on the needs of the board for the selection of individuals to be considered as candidates for election to the board. In addition to evaluating a potential director’s independence, the committee will consider current and potential directors collectively to have a mix of experience, skills and qualifications, some of which are described below:

- Experience as a CEO or global business head
- Business operations experience
- Healthcare industry experience
- Medical device industry experience
- International experience
- FDA / regulatory experience

- Government / regulatory affairs / health economics experience
- Research and development experience
- Brand / marketing experience
- Mergers and acquisitions experience
- Financial expertise
- Digital technology expertise

Our full board of directors will be responsible for selecting candidates for election as directors based on the recommendation of the Corporate Governance Committee.

Risk Oversight

Our board of directors will oversee the risk management processes that are designed and implemented by our executives to determine whether those processes are consistent with our strategy and risk appetite, are functioning as intended, and that necessary steps are taken to foster a culture that recognizes and appropriately escalates and addresses risk-taking beyond our determined risk appetite. The board of directors will execute its oversight responsibility for risk management directly and through its committees.

The Audit Committee will be specifically tasked with overseeing our compliance with legal and regulatory requirements, including oversight of our Corporate Compliance Program, discussing our risk assessment and risk management processes with management, and receiving information on certain material legal and regulatory matters, including litigation, as well as on information technology, data privacy, business continuity and cyber security-related matters. Our head of Internal Audit, who will report directly to the committee, will coordinate our global risk assessment process. We intend to use this process to identify, assess and prioritize internal and external risks, to develop processes for responding to, mitigating and monitoring risks and to inform the development of our internal audit plan, our annual operating plan and our long-term strategic plan. We also intend to maintain an internal risk committee made up of members of senior management that will have responsibility for overseeing the execution of enterprise risk management activities.

The Audit Committee will receive detailed reports regarding our enterprise risk assessment process and its meeting agendas will include discussions of individual risk areas throughout the year. Members of our management who will have responsibility for designing and implementing our risk management processes will regularly meet with the committee.

The board of directors' other committees will oversee risks associated with their respective areas of responsibility. For example, the Compensation Committee will oversee risks relating to our executive compensation programs and practices. In addition, in conjunction with the full board of directors, the Compensation Committee will oversee risks relating to human capital management. The Corporate Governance Committee will oversee risks relating to environmental, social and governance matters. The Quality, Regulatory and Technology Committee will oversee risks relating to our compliance with laws and regulations enforced by the FDA and comparable foreign government regulators, including product quality and safety.

The board of directors will receive detailed regular reports from members of our executive leadership team and other personnel that include discussions of the risks and exposures involved with their respective areas of responsibility. Further, the board of directors will be routinely informed of developments that could affect our risk profile or other aspects of our business. Primary areas of risk oversight for the full board of directors include, but are not limited to, general commercial risks in the industries in which we operate, such as competition, pricing pressures and the reimbursement landscape; risks associated with our strategic plan and annual operating plan; risks related to our capital structure; and risks pertaining to mergers, acquisitions, divestitures and other complex transactions.

Code of Business Conduct and Ethics and Finance Code of Ethics

Our board of directors is expected to adopt a Code of Ethics for Chief Executive Officer and Senior Financial Officers (the "finance code of ethics") that applies to the CEO, CFO, Chief Accounting Officer/Corporate Controller, other finance organization employees and other designated employees. Our board of directors is also expected to adopt a Code of Business Conduct and Ethics that applies to all of our directors, officers and employees. Following the completion of the distribution, the Code of Business Conduct and Ethics and the finance code of ethics will be available on our website at *www.zimvie.com.*

If we make any substantive amendments to the finance code of ethics or grant any waiver, including any implicit waiver, from a provision of the code to our CEO, CFO, or Chief Accounting Officer/Corporate Controller, we will disclose the nature of that amendment or waiver in the Investor Relations section of our website.

Our website and the information contained therein or connected thereto are not incorporated into this information statement or the registration statement of which this information statement forms a part, or in any other filings with, or any information furnished or submitted to, the SEC.

Stock Ownership Guidelines

Our board of directors is expected to adopt stock ownership guidelines for members of the board of directors and for executive officers of the Company. The board believes that setting these ownership guidelines will enhance directors' and executive officers' alignment with other stockholders. The ZimVie Compensation Committee will review director and executive officer stock ownership levels on an annual basis.

Board of Directors

Following the completion of the distribution, independent directors are expected to be awarded 500 deferred share units ("DSUs") at each annual meeting of stockholders that must be deferred and credited to a deferred compensation account. In addition, one-half of an independent director's annual retainer for board service must be deferred and credited to the deferred compensation account in the form of deferred share units. The deferral of one-half of a director's annual retainer is mandatory until the director owns a total of 5,000 DSUs. The DSUs held in the director's deferred compensation account that were deferred on a mandatory basis will be paid in shares of the Company's common stock after the director's retirement from the board.

Executive Officers

Following the completion of the distribution, we expect the guidelines for executive officers will require our CEO to own shares or units with a value equal to at least six times his base salary, our Chief Financial Officer to own shares or units with a value equal to at least three times his base salary and the other named executive officers ("NEOs") to own shares or units with a value equal to at least one and one-half times their respective base salaries. We expect that NEOs will have a period of five years to reach the guideline level of ownership and that NEOs will not be able to sell shares acquired through option exercises or vesting of RSUs or PRSUs (other than to pay option exercise costs and cover any required tax withholding obligation) until the minimum ownership requirements have been met. We expect to approve procedures by which every executive officer must obtain clearance prior to selling any shares of our common stock, in part to ensure no executive falls out of compliance with the guidelines.

Prohibition on Hedging and Pledging

Our Stock Trading Policy will prohibit all members of our board, all executive officers, all employees at or above a director level and certain other designated employees (as well as such individuals' family members, others living in their home and any entities that such individuals influence or control) from the following:

- purchasing any financial instruments (including prepaid variable forward contracts, equity swaps, collars and exchange funds), or otherwise engaging in transactions, that hedge or offset, or are designed

to hedge or offset, any decrease in the market value of ZimVie securities that such person holds, directly or indirectly, whether or not the ZimVie securities were acquired as part of his or her compensation;

- engaging in short sales of ZimVie securities; and
- holding ZimVie securities in a margin account or otherwise pledging ZimVie securities as collateral for a loan.

The prohibition on hedging included in our Stock Trading Policy does not preclude covered persons from engaging in general portfolio diversification or investing in broad-based index funds.

Procedures for Treatment of Complaints Regarding Accounting, Internal Accounting Controls, and Auditing Matters

In accordance with the Sarbanes-Oxley Act, we expect that the ZimVie Audit Committee will adopt procedures for the receipt, retention and treatment of complaints regarding accounting controls or auditing matters and to allow for the confidential, anonymous submission by employees and others of concerns regarding questionable accounting or auditing matters.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Introduction

Prior to the distribution, we have operated, and will continue to operate, as part of Zimmer Biomet. Until the distribution, our compensation decisions have been and will continue to be made by Zimmer Biomet's senior management and the Compensation Committee of Zimmer Biomet's Board of Directors. We expect that our executive compensation program following the distribution will generally include similar elements to Zimmer Biomet's executive compensation program; however, our Compensation Committee will review all aspects of compensation and may make adjustments that it believes are appropriate in structuring our executive compensation arrangements.

For purposes of this Compensation Discussion and Analysis, the individuals listed below are collectively referred to as our "named executive officers." They are our Chief Executive Officer, Chief Financial Officer, and, of the other individuals who are expected to be designated as ZimVie executive officers, the three most highly compensated based on their 2021 compensation from Zimmer Biomet.

- Vafa Jamali, President and Chief Executive Officer
- Richard J. Heppenstall, Executive Vice President, Chief Financial Officer and Treasurer
- Rebecca Whitney, Senior Vice President, President – Global Spine
- Indraneel Kanaglekar, Senior Vice President, President – Global Dental
- Heather Kidwell, Senior Vice President, Chief Legal and Compliance Officer and Corporate Secretary

Messrs. Jamali and Heppenstall joined Zimmer Biomet in 2021, and therefore were not provided any compensation by Zimmer Biomet in 2020. While Mses. Whitney and Kidwell and Mr. Kanaglekar were employed by Zimmer Biomet in 2020, none of them was an executive officer of Zimmer Biomet and none of them served as an executive officer of our business in 2020. Mses. Whitney and Kidwell held corporate roles for Zimmer Biomet as a whole, not in any of the businesses that will be transferred to ZimVie in connection with the separation and distribution. While Mr. Kanaglekar held various positions with one of the businesses involved in the spin-off, the dental business, he did not hold the highest level management position of that business division in 2020. Information as to the historical compensation by Zimmer Biomet of Mses. Whitney and Kidwell and Mr. Kanaglekar is not indicative of their expected compensation following the completion of the distribution.

Accordingly, none of the tabular compensation disclosure requirements of the SEC's compensation disclosure rules are applicable to our expected named executive officers. Detailed information on the compensation of our named executive officers for 2021 will be provided in our first proxy statement or in Part III of our first Annual Report on Form 10-K, as applicable, following the spin-off. However, below we have included information regarding the terms of the offer letters with, and the anticipated compensation arrangements for, the expected named executive officers.

ZimVie's Anticipated Executive Compensation Programs

Overview

As described above, our Compensation Committee will not be established until the completion of the distribution and therefore has not established a specific set of objectives or principles for our compensation programs following the distribution. The executive compensation programs in place at the time of the distribution will be those established by Zimmer Biomet on our behalf. Following the distribution, our Compensation Committee will review each of the elements of our compensation programs and may make adjustments that it believes are appropriate in structuring our executive compensation arrangements. At this time, we expect that our executive

compensation program will provide for base salaries, annual cash incentive awards, and long-term incentive equity awards. We believe that the spin-off will enable us to offer our key employees compensation directly linked to the performance of our business, which we expect will enhance our ability to attract, retain and motivate qualified personnel and align the interests of our key employees with those of our stockholders.

For those executive officers who were previously granted equity awards by Zimmer Biomet, their equity awards will be equitably adjusted in connection with the spin-off, as further described in the section entitled "The Separation and Distribution—Treatment of Equity-Based Compensation."

Offer Letters with our Expected Named Executive Officers

Offer Letter with Mr. Jamali

Zimmer Biomet entered into an offer letter with Mr. Jamali appointing him as Chief Executive Officer of ZimVie, effective in February 2021. The letter provides Mr. Jamali with an annual base salary of $700,000 and an annual cash incentive target opportunity equal to 90% of his annual base salary. Mr. Jamali also received a cash sign-on bonus of $500,000, which is subject to repayment upon Mr. Jamali's voluntary resignation or termination of employment by Zimmer Biomet or ZimVie for cause (as defined in the offer letter) prior to February 15, 2023.

The offer letter provides for Mr. Jamali to receive an annual Zimmer Biomet equity award for 2021 with a grant date fair value of approximately $3,000,000. As a result, in February 2021, Mr. Jamali was granted 33,914 stock options that will vest ratably over four years subject to continued employment and 8,279 performance-based restricted stock units ("RSUs") with performance measured based on revenue growth and relative total shareholder return over a three-year period compared to the companies included in the S&P 500 Health Care Index. Mr. Jamali also received a one-time, replacement equity award of Zimmer Biomet stock options and RSUs with an aggregate grant date fair value of approximately $3,500,000 in recognition that he may incur an equity loss due to his change in employment. The replacement equity award was granted in March 2021 and consists of 39,442 stock options and 10,790 RSUs, each of which will vest ratably over four years subject to continued employment. These equity awards will be equitably adjusted in connection with the spin-off, as further described in the section entitled "The Separation and Distribution—Treatment of Equity-Based Compensation."

In addition, the offer letter provides that it is expected that Mr. Jamali will be granted a one-time, long-term incentive grant of ZimVie equity awards on or around the time of the separation, with a grant date fair value of approximately $3,000,000, in the form of 50% ZimVie stock options and 50% ZimVie RSUs. It is expected that these awards will vest 33-1/3% per year over three years beginning on the first anniversary of the grant date. The offer letter also provides that in the event the spin-off is cancelled, such equity grant will be made in the form of Zimmer Biomet stock options and RSUs.

Mr. Jamali currently is a party to a change in control severance agreement with Zimmer Biomet and is a participant in the Zimmer Biomet Executive Severance Plan. As described further below, it is expected that following the spin-off, ZimVie will enter into change in control severance agreements and will establish an executive severance plan, and Mr. Jamali will be a party to, and a participant in, those arrangements. The offer letter provides that in the event the spin-off transaction is cancelled and Mr. Jamali's position with Zimmer Biomet is eliminated by Zimmer Biomet, Mr. Jamali will be entitled to enhanced severance, consisting of payment of two times base salary, two times target bonus, a pro-rata portion of his current year bonus, accelerated vesting of unvested Zimmer Biomet equity awards and a period of three months to exercise any Zimmer Biomet stock options.

Offer Letter with Mr. Heppenstall

Zimmer Biomet entered into an offer letter with Mr. Heppenstall appointing him as Chief Financial Officer of ZimVie, effective in September 2021. The letter provides Mr. Heppenstall with an annual base salary of

$450,000 and an annual cash incentive target opportunity equal to 70% of his annual base salary. Mr. Heppenstall also received a cash payment of $200,000 intended to cover his estimated bonus loss from changing employment, which is subject to repayment upon Mr. Heppenstall's voluntary resignation or termination of employment by Zimmer Biomet or ZimVie for cause (as defined in the offer letter) prior to September 13, 2023.

Mr. Heppenstall also received a one-time, replacement equity award of Zimmer Biomet stock options and RSUs with an aggregate grant date fair value of approximately $1,000,000 in recognition that he may incur an equity loss due to his change in employment. The replacement equity award was granted in October 2021 and consists of 12,930 stock options and 3,420 RSUs, each of which will vest ratably over four years subject to continued employment. These equity awards will be equitably adjusted in connection with the spin-off, as further described in the section entitled "The Separation and Distribution—Treatment of Equity-Based Compensation."

In addition, the offer letter provides that it is expected that Mr. Heppenstall will receive a 2022 annual equity grant with a grant date fair value of approximately $1,000,000.

As described further below, it is expected that following the spin-off, ZimVie will enter into change in control severance agreements and will establish an executive severance plan, and Mr. Heppenstall will be a party to, and a participant in, those arrangements. The offer letter provides that in the event the spin-off transaction is cancelled and Mr. Heppenstall's position with Zimmer Biomet is eliminated by Zimmer Biomet, Mr. Heppenstall will be entitled to enhanced severance, consisting of payment of one times base salary, one times target bonus, and a pro-rata portion of his current year bonus.

Offer Letter with Ms. Whitney

Zimmer Biomet entered into an offer letter with Ms. Whitney appointing her as Senior Vice President, President – Spine of ZimVie, effective in April 2021. The letter provides Ms. Whitney with an annual base salary of $400,000 and an annual cash incentive target opportunity equal to 50% of her annual base salary. In addition, the offer letter provides that it is expected that Ms. Whitney will receive a 2022 annual equity grant with a grant date fair value of approximately $600,000.

As described further below, it is expected that following the spin-off, ZimVie will enter into change in control severance agreements and will establish an executive severance plan, and Ms. Whitney will be a party to, and a participant in, those arrangements.

Offer Letter with Mr. Kanaglekar

Zimmer Biomet entered into an offer letter with Mr. Kanaglekar appointing him as Senior Vice President, President – Dental of ZimVie, effective in June 2021. The letter provides Mr. Kanaglekar with an annual base salary of $350,000 and an annual cash incentive target opportunity equal to 50% of his annual base salary. In addition, the offer letter provides that it is expected that Mr. Kanaglekar will receive a 2022 annual equity grant with a grant date fair value of approximately $600,000.

Further, the offer letter provides for Mr. Kanaglekar to receive a one-time sign-on Zimmer Biomet equity award in 2021 with a grant date fair value of approximately $150,000. As a result, in July 2021, Mr. Kanaglekar was granted 1,851 stock options and 471 RSUs, each of which will vest ratably over four years subject to continued employment. These equity awards will be equitably adjusted in connection with the spin-off, as further described in the section entitled "The Separation and Distribution—Treatment of Equity-Based Compensation."

As described further below, it is expected that following the spin-off, ZimVie will enter into change in control severance agreements and will establish an executive severance plan, and Mr. Kanaglekar will be a party to, and a participant in, those arrangements.

Offer Letter with Ms. Kidwell

Zimmer Biomet entered into an offer letter with Ms. Kidwell appointing her as Senior Vice President, Chief Legal and Compliance Officer and Corporate Secretary of ZimVie, effective in June 2021. The letter provides Ms. Kidwell with an annual base salary of $340,000 and an annual cash incentive target opportunity equal to 40% of her annual base salary. In addition, the offer letter provides that it is expected that Ms. Kidwell will receive a 2022 annual equity grant with a grant date fair value of approximately $400,000.

As described further below, it is expected that following the spin-off, ZimVie will enter into change in control severance agreements and will establish an executive severance plan, and Ms. Kidwell will be a party to, and a participant in, those arrangements.

Executive Severance Programs

Executive Severance Plan

In connection with the separation, we have adopted an Executive Severance Plan (the "Executive Severance Plan"). The Executive Severance Plan provides payments and benefits to certain eligible members of ZimVie's executive leadership team, including each of our executive officers, following a termination by ZimVie of a participant's employment, unless his or her employment is terminated for misconduct or any of the other reasons specified in the Executive Severance Plan. Upon a qualifying termination, a participant is eligible to receive: (i) a lump-sum severance amount equal to two times (for our CEO) or one times (for other participants) the sum of his or her annualized base salary in effect when the termination occurs, plus his or her target annual bonus amount in effect when the termination occurs; (ii) if such termination occurs on or after January 1 but prior to the payment date for bonuses related to the previous calendar year, a lump-sum amount equal to the bonus he or she would have received under the annual cash incentive plan, if any, had he or she remained employed on the payment date; (iii) a lump-sum amount equal to the then-current monthly COBRA premium for medical and dental insurance in effect the day prior to the separation date, multiplied by 24 for our CEO and by 12 for other participants; and (iv) outplacement services with a value not to exceed $25,000. Such severance payments and benefits are in some circumstances subject to offset by the participants' short-term disability benefits and any severance benefits required to be paid by applicable law.

Payments and benefits under the Executive Severance Plan would be conditioned on a participant signing a general release of claims and, if required, agreeing to continue to be bound by the terms of his or her non-competition agreement with us. If a participant violates or breaches any term of the Executive Severance Plan or the general release or any restrictive covenant agreement with us, or if facts are later disclosed or discovered that could have supported the participant's termination for cause and would have rendered the participant ineligible to receive severance benefits under the Executive Severance Plan, then the participant will forfeit any and all rights to benefits under the Executive Severance Plan and, to the extent benefits have already been paid, must repay the full amount within 15 days of written notice from us.

Change in Control Severance Agreements

In addition to the Executive Severance Plan, we also intend to enter into change in control severance agreements with certain members of ZimVie's executive leadership team, including our executive officers. The agreements will provide the executives with certain severance benefits following a change in control of us and qualifying termination of their employment. The agreements will be intended to encourage executives to remain employed with us during a time when their prospects for continued employment following a transaction may be uncertain (since many transactions result in significant organizational changes at the executive level). To receive the severance benefits provided under the agreements, an executive will be required to sign a general release of any claims against us.

These agreements will provide for benefits only upon the occurrence of both a change in control of us during the term of the agreement and either (i) an involuntary termination of employment without "cause" (as defined in the

agreement) or (ii) a voluntary termination of employment with "good reason" (as defined in the agreement). If both triggers occur, the executive would be provided with severance benefits that would include a lump sum payment equal to two and one-half times (in the case of our CEO) or two times (in the case of the other executives) the sum of his or her base salary and target annual incentive award. In addition, the executive would receive a payout of any unpaid incentive compensation allocated or awarded to him or her for the completed calendar year preceding the date of termination and a pro rata portion to the date of termination of the aggregate value of all contingent incentive compensation awards to him or her for the current calendar year (assuming for this purpose that all performance conditions for such awards have been met).

These agreements would also provide that if prior to a change in control, the executive's employment is terminated without cause at the direction of a person who has entered into an agreement with us, the consummation of which would constitute a change in control, or by the executive for good reason where the circumstance or event which constitutes good reason occurs at the direction of such person, he or she would be entitled to a lump-sum severance payment equal to two and one-half times (in the case of our CEO) or two times (in the case of our other executives) the sum of his or her base salary and the amount of the largest aggregate annual bonus paid to him or her with respect to the three years immediately prior to the year in which a notice of termination is given under the agreement. In addition, in the circumstances described in the preceding sentence, the executive would receive a payout of any unpaid incentive compensation allocated or awarded to him or her for the completed calendar year preceding the date of termination, provided that the performance conditions applicable to such incentive compensation are met, and an amount equal to a pro rata portion to the date of termination of the average annual award paid to the executive under our incentive compensation plans during the three years immediately prior to the year in which the notice of termination was given.

Further, these agreements would provide that, unless otherwise provided for under a written award agreement, (i) all outstanding stock options granted to the executive officer would become immediately vested and exercisable, (ii) all time-based restrictions on restricted shares and RSUs would immediately lapse, and (iii) with respect to performance-based restricted shares and RSUs, the number of shares or units that would be earned would be the greater of (a) the target number, or (b) the number that would have been earned based on actual performance through the date of the change in control. Each executive officer would receive a cash amount equal to the unvested portion, if any, of our matching contributions (and attributable earnings) credited to him or her under our 401(k) and deferred compensation plans, as well as a lump-sum payment equal to two times the annual premium value for life insurance coverage (to the extent we are unable to provide such life insurance coverage to such officer for two years post-termination) and health (including medical and dental) insurance benefits. Each executive officer would also receive reasonable outplacement services for up to six months post-termination.

None of the change in control severance agreements will include any tax gross-up provisions.

Deferred Compensation Plan

In connection with the separation, we have also adopted a Deferred Compensation Plan (the "DCP"). The DCP provides executives with the opportunity to defer each year, on a pre-tax basis, up to 50% of base salary and up to 95% of annual incentive awards. We will match 100% of a participant's contributions, up to a maximum of 6% of his or her aggregate base salary and annual incentive award, minus our matching contributions under our 401(k) plan. An executive must be employed on December 31 of the year the compensation was earned to be eligible to receive our matching contributions, unless termination of employment was due to the executive's death, disability or retirement, as defined in the DCP. Our matching contributions will vest 25% per year of service. For purposes of the DCP, service with Zimmer Biomet before the separation will be included as service with ZimVie to the same extent as such service would have counted under Zimmer Biomet's Deferred Compensation Plan.

The DCP will not offer any above-market rates of return. Participants will be able to select from various investment alternatives to serve as the measure of investment earnings on their accounts, and our contributions will follow the investment direction of participant contributions.

We will not hold contributions to the DCP in a trust and, therefore, they may be subject to the claims of our creditors in the event of our bankruptcy or insolvency. When payments come due under the DCP, we will distribute cash from our general assets. The DCP will not permit loans. During employment, the DCP will permit hardship distributions of vested amounts prior to the scheduled payment date only in the event of an unforeseeable emergency and only if the financial hardship resulting from the unforeseeable emergency cannot be relieved by other means, including cessation of deferrals under the DCP.

If an executive is terminated for cause (as defined under the DCP, including willfully engaging in conduct that is demonstrably and materially injurious to us or our subsidiaries, monetarily or otherwise), or information is discovered after the executive's separation that would have allowed us to terminate him or her for cause, then the executive will forfeit any and all amounts in his or her company matching contribution account.

Non-Compete Arrangements

Zimmer Biomet has entered into, and in connection with the separation we will enter into, Confidentiality, Non-Competition and Non-Solicitation Agreements with each of our executive officers. These agreements will provide that the executive is restricted from competing with us for a period of 18 months following termination of employment within a specified territory, which generally includes every country in which we are doing business or selling products. In the event of an executive's involuntary separation from employment with us for a reason that renders him or her eligible for severance benefits, then, to the extent the executive is denied, solely because of the provisions of the non-competition agreement, a specific employment, consulting or other position that would otherwise be offered to him or her by a competing organization, and provided the officer satisfies all conditions of the non-competition agreement, then upon expiration of his or her severance benefit period, we will make monthly payments to him or her for each month he or she remains unemployed through the end of the non-competition period. These monthly payments will equal the lesser of the executive's monthly base pay at the time of his or her separation of employment from us or the monthly compensation that would have been offered to him or her from the competing organization.

Other Employee Benefits

In connection with the separation, we will adopt core employee benefits plans, generally consisting of retirement, separation pay, paid time off, medical, dental, vision, life, short-term and long-term disability plans or coverage, as of or prior to the distribution date, and ZimVie employees generally will be eligible to participate in such benefit plans as of the distribution date. In general, ZimVie core benefit plans will contain terms substantially comparable in the aggregate to those of the corresponding Zimmer Biomet plans.

2022 Stock Incentive Plan

Prior to the separation, we expect our Board of Directors (the "Board") to adopt, and Zimmer Biomet, as our sole stockholder, to approve, the ZimVie Inc. 2022 Stock Incentive Plan (the "Stock Incentive Plan") for the benefit of our employees and other service providers. The following summary describes what we anticipate to be the material terms of the Stock Incentive Plan.

The form of Stock Incentive Plan will be filed as an exhibit to the registration statement on Form 10 of which this information statement forms a part, and the following discussion is qualified in its entirety by reference to such text.

Purpose. The purpose of the Stock Incentive Plan will be to promote the success and enhance the value of ZimVie by linking the personal interests of our employees and other service providers to those of our stockholders and by providing individuals who provide services to ZimVie with long-term incentives for outstanding performance. The Stock Incentive Plan will further be intended to provide flexibility for us to motivate, attract and retain the services of employees and other service providers who will be largely responsible for our long-term performance, growth and financial success.

Shares Available for Awards. It is expected that the maximum aggregate number of shares of our common stock that may be issued under the Stock Incentive Plan will not exceed **[●]**. In addition, it is expected that the Stock Incentive Plan will contain a limit on the number of shares of common stock available for grant in the form of incentive stock options of **[●]**.

Eligibility. It is expected that awards under the Stock Incentive Plan may be granted only to employees and other individuals providing services to ZimVie, including its subsidiaries and affiliates, and that incentive stock options, nonqualified stock options, SARs, restricted stock, RSUs, performance units and performance shares may be granted under the Stock Incentive Plan.

Administration. Our Compensation Committee or any designated subcommittee thereof will have the authority to administer the Stock Incentive Plan, including the authority to select the individuals who receive awards, the form of those awards and all terms and conditions of the awards. The Compensation Committee will also certify the level of attainment of performance targets, as and if applicable to awards under the Stock Incentive Plan.

Duration; Amendment; Termination. Unless earlier discontinued by action of our Board, the Stock Incentive Plan will terminate on **[●]**, 2032, and no further awards may be granted under the Stock Incentive Plan after the end of the term; however, awards previously granted thereunder may extend beyond such date. The Board may amend or suspend the Stock Incentive Plan at any time and from time to time; provided, however, that, except in connection with a corporate transaction involving us (including any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination or exchange of shares), the terms of outstanding awards may not be amended, without stockholder approval, to reduce the exercise price of outstanding options or SARs or to cancel outstanding options or SARs in exchange for cash, other awards, or options or SARs with an exercise price that is less than the exercise price of the original options or SARs; and provided, further, that the Board shall submit for stockholder approval any amendment (other than an amendment pursuant to the adjustment provisions described above) required to be submitted for stockholder approval by law, regulation or applicable stock exchange requirements or that otherwise would: (1) increase the maximum stock award levels described above; (2) reduce the price at which stock options may be granted to below fair market value on the date of grant; (3) extend the term of the Stock Incentive Plan; or (4) change the class of persons eligible to be participants.

Stock Options and Stock Appreciation Rights. Stock options awarded under the Stock Incentive Plan may be either incentive stock options or nonqualified stock options. Options will expire no later than 10 years after the date of grant and may not be exercised prior to one year following the date of grant unless otherwise determined by the Compensation Committee. The exercise price of stock options may not be less than the fair market value of common stock on the date of grant. The Compensation Committee may establish other vesting or performance requirements which must be met prior to the exercise of the stock options. Stock options may be granted in tandem with SARs.

Restricted Stock and RSUs. The Compensation Committee may also grant shares of restricted stock or RSUs that are subject to the continued service of the award recipient and may also be subject to the attainment of qualifying performance criteria at the discretion of the Compensation Committee. Generally, if the award recipient's service terminates prior to the completion of the specified term of service or the attainment of the specified performance criteria, the awards will lapse. The Compensation Committee may provide for a pro-rated attainment of time-based restrictions.

Generally, an award will not vest during a period less than one year following the date of the award unless the Compensation Committee determines otherwise. During the restriction period, unless the Compensation Committee determines otherwise, an award recipient who holds restricted stock will be entitled to vote the shares and to receive cash dividends, if any are declared. Cash dividends paid with respect to restricted stock that is subject to the satisfaction of targets for qualifying performance criteria will be retained by us during the restriction period and will be subject to the same restrictions as the underlying restricted stock. An award

recipient who holds RSUs will have none of the rights of a stockholder until the restriction period has ended and shares of common stock have been issued.

Long-Term Performance Awards. The Compensation Committee may grant performance units or performance shares under the Stock Incentive Plan. Performance units entitle the award recipient to receive a specified dollar value, variable under conditions specified in the award, if the performance objectives specified in the award are achieved and other terms and conditions are satisfied. Performance shares entitle the award recipient to receive a specified number of shares of common stock, or the equivalent cash value, if the objectives specified in the award are achieved and other terms are satisfied.

Performance Criteria. Awards of performance shares and performance units will be, and any other type of award (except incentive stock options) in the discretion of the Compensation Committee may be, contingent upon achievement of performance criteria. The Compensation Committee will determine the specific targets for the selected performance criteria. Following the applicable performance period, the Compensation Committee will determine the extent to which the criteria have been achieved and the corresponding level to which vesting requirements have been satisfied and will certify these determinations in writing.

Adjustments. The number, class and price of stock options and other awards are subject to appropriate adjustment in the event of certain changes in our common stock, including stock dividends, stock splits, recapitalizations, reorganizations, corporate separation or division, consolidations, split-ups, combinations or exchanges of shares and similar transactions.

Change in Control. Unless the Compensation Committee otherwise expressly provides in the agreement relating to an award, in the event an award recipient's service with us terminates pursuant to a qualifying termination (as defined in the Stock Incentive Plan) during the [●]-year period following a change in control (as defined in the Stock Incentive Plan): (1) all of the award recipient's outstanding options will become immediately fully vested and exercisable and (2) all time-based restrictions imposed under awards of restricted stock and RSUs will immediately lapse.

If we undergo a change in control during the award period applicable to an award that is subject to the achievement of qualifying performance criteria, unless the Compensation Committee otherwise expressly provides in the agreement relating to an award, the number of shares or units deemed earned will be the greater of (1) the target number of shares or units specified in the award agreement or (2) the number of shares or units that would have been earned by applying the qualifying performance criteria specified in the award agreement to our actual performance from the beginning of the applicable award period to the date of the change in control.

In addition, in the event of a change in control, the Compensation Committee may (1) determine that outstanding options will be assumed by, or replaced with comparable options by, the surviving corporation and that outstanding awards will be converted to similar awards of the surviving corporation, or (2) take such other actions with respect to outstanding options and awards as the Compensation Committee deems appropriate.

Award Recipients Based Outside the U.S. The Stock Incentive Plan provides that the Compensation Committee may modify the terms and conditions of awards granted to individuals who are based outside the U.S. in order to comply with provisions of laws in other countries in which we operate.

U.S. Federal Income Tax Consequences. The U.S. federal income tax consequences arising with respect to awards granted under the Stock Incentive Plan will depend on the type of the award. The following provides only a general description of the application of federal income tax laws to certain awards under the Stock Incentive Plan. This discussion is not intended as tax guidance to award recipients, as the consequences may vary with the types of awards made, the method of payment or settlement and other factors. The summary does not address the effects of other federal taxes (including possible "golden parachute" excise taxes) or taxes imposed under state, local or foreign tax laws.

From an award recipient's standpoint, as a general rule, ordinary income will be recognized at the time of payment of cash or delivery of actual shares of common stock (for example, upon exercise of nonqualified stock options). Future appreciation on shares of common stock held beyond the ordinary income recognition event will be taxable at the long-term or short-term capital gains rates when the shares of common stock are sold (depending on how long the shares were held). We, as a general rule, will be entitled to a tax deduction that corresponds in time and amount to the ordinary income recognized by the award recipient, and we will not be entitled to any tax deduction in respect of capital gain income recognized by the award recipient.

Exceptions to these general rules may arise under the following circumstances:

- if shares of common stock transferred in exchange for performance of services, when delivered, are subject to a substantial risk of forfeiture by reason of failure to satisfy any employment-, service-, or performance-related condition, ordinary income taxation and our tax deduction will be delayed until the risk of forfeiture lapses (unless the award recipient makes a special election to ignore the risk of forfeiture); or
- if an employee is granted an option that qualifies as an "incentive stock option," no ordinary income will be recognized, and we will not be entitled to any tax deduction, if shares of common stock acquired upon exercise of such option are (a) held more than the longer of one year from the date of exercise and two years from the date of grant and (b) at all times during the period beginning on the date of the granting of the option and ending on the day three months before the date of exercise, the grantee remained an employee of us, one of our subsidiaries or a corporation "issuing or assuming a stock option in a transaction to which Code Section 424(a) applies".

The Stock Incentive Plan provides that we have the right to require the recipient of any award under the Stock Incentive Plan to pay to us an amount necessary for us to satisfy our obligation to pay required federal, state or local income tax, Federal Insurance Contribution Act tax, social insurance tax or other required withholding amount applicable to the recipient with respect to such award. We may, to the extent permitted by law, withhold from other amounts payable to the recipient an amount necessary to satisfy these obligations. Unless the Compensation Committee determines otherwise, an award recipient may satisfy the withholding obligation by having shares retained or by delivering shares having a value sufficient to cover such obligations.

Long-Term Incentive Compensation—Treatment of Zimmer Biomet Awards in Spin-Off

Treatment of Zimmer Biomet Stock Options. In connection with the spin-off, any Zimmer Biomet stock options held by ZimVie employees, whether vested or unvested as of the distribution date, will be converted to options to purchase shares of ZimVie common stock.

Treatment of Zimmer Biomet RSUs. In connection with the Spin-Off, any Zimmer Biomet RSUs held by ZimVie employees that are outstanding and unvested as of the distribution date will be converted to ZimVie RSUs.

Treatment of Zimmer Biomet PRSUs. In connection with the Spin-Off, Zimmer Biomet PRSUs for the three-year performance periods ending December 31, 2022 and December 31, 2023 that are held by ZimVie employees as of the distribution date will be converted to ZimVie RSUs.

See "The Separation and Distribution—Treatment of Equity-Based Compensation" for further information.

DIRECTOR COMPENSATION

Following the spin-off, we expect that our Compensation Committee, in cooperation with our Corporate Governance Committee, will periodically review and make recommendations to our Board regarding the form and amount of compensation for non-employee directors. Directors who are also our employees are expected to receive no compensation for service on our Board. Zimmer Biomet has approved an initial director compensation program for ZimVie that is designed to enable continued attraction and retention of highly qualified directors and to address the time, effort, expertise and accountability required of active Board membership. This program is described in further detail below.

Cash Retainers

We will pay non-employee directors quarterly, on the last day of March, June, September and December. During 2022, we will pay non-employee directors an annual retainer of $70,000, subject to mandatory deferral requirements as described below, and we will pay our non-executive Chairperson of the Board an additional annual retainer of $75,000. We will pay our Audit Committee chair an additional annual retainer of $20,000, we will pay our Compensation Committee chair an additional annual retainer of $15,000, and we will pay each of the chairs of our other standing Board committees additional annual retainers of $10,000.

Equity-Based Compensation and Mandatory Deferrals

We will award each non-employee 500 deferred share units (“DSUs”) annually with an initial value based on the price of our common stock on that date. We will require that these annual DSU awards be credited to a deferred compensation account under the provisions of the ZimVie Deferred Compensation Plan for Non-Employee Directors, which the Zimmer Biomet Board of Directors, as sole stockholder of ZimVie, will adopt and approve in connection with the distribution. DSUs will represent an unfunded, unsecured right to receive shares of our common stock or the equivalent value in cash, and the value of DSUs will vary directly with the price of our common stock. We will also require that 50% of a director’s annual cash retainer be deferred and credited to his or her deferred compensation account in the form of DSUs with an initial value equal to the amount of fees deferred until the director holds a total of at least 5,000 DSUs.

Non-employee directors may elect to defer receipt of compensation in excess of their mandatory deferral and annual DSU award. Elective deferrals will be credited to the director’s deferred compensation account in the form of either treasury units, dollar units or DSUs with an initial value equal to the amount of fees deferred. The value of treasury units and dollar units will not change after the date of deferral. Amounts deferred as treasury units will be credited with interest at a rate based on the six-month U.S. Treasury bill discount rate for the preceding year. Amounts deferred as dollar units will be credited with interest at a rate based on the rate of return of our invested cash during the preceding year. If we pay cash dividends on our common stock, amounts deferred as DSUs will be credited with additional DSUs equal to the number of shares of our common stock that could have been purchased if we paid cash dividends on the DSUs held in directors’ deferred compensation accounts and such cash was reinvested in our common stock. These additional DSUs will be subject to mandatory deferral.

All treasury units, dollar units and DSUs will be immediately vested and payable following termination of the non-employee director’s service on the Board. We will settle annual DSU awards and mandatory deferral DSUs in shares of our common stock. We will pay the value of treasury units, dollar units and elective deferral DSUs in cash. Non-employee directors may elect to receive the cash payment in a lump sum or in not more than four annual installments.

We will also award each non-employee director RSUs annually with an initial value of $185,000 and we will award our non-executive Chair of the Board additional RSUs with an initial value of $65,000, in each case based on the price of our common stock on the date of grant. These awards will be made under the ZimVie Stock Plan for Non-Employee Directors, which the Zimmer Biomet Board of Directors, as sole stockholder of ZimVie, will

adopt and approve in connection with the distribution. The RSUs will vest immediately and will be subject to mandatory deferral until the later of the third anniversary of the grant date or the director's retirement or other termination of service from the Board. We will settle the RSUs in shares of our common stock.

Insurance, Expense Reimbursement and Director Education

We will provide non-employee directors with travel accident insurance and reimburse reasonable expenses they incur for transportation, meals and lodging when on ZimVie business. We will also reimburse non-employee directors for reasonable out-of-pocket expenses, including tuition costs incurred in attending director education programs.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

Agreements with Zimmer Biomet

Following the separation and distribution, we and Zimmer Biomet will operate separately, each as an independent public company. Zimmer Biomet will retain a passive ownership interest of less than 20 percent of the ZimVie common stock at the time of the distribution. Zimmer Biomet currently intends to dispose of all of the ZimVie common stock that it receives after the distribution by exchanging such ZimVie common stock for Zimmer Biomet debt held by one or more investment banks. To the extent Zimmer Biomet holds any ZimVie common stock thereafter, Zimmer Biomet will dispose of such stock as soon as disposition is warranted (but in no event later than five years after the distribution), consistent with its business purpose of creating independent companies with separate capital structures, in which Zimmer Biomet continues to target leverage consistent with its investment grade credit rating.

Prior to the distribution, we will enter into a separation and distribution agreement with Zimmer Biomet, which is referred to in this information statement as the "separation agreement" or the "separation and distribution agreement." We will also enter into various other agreements to provide a framework for our relationship with Zimmer Biomet after the separation and distribution, such as a transition services agreement, a tax matters agreement, an employee matters agreement, an intellectual property matters agreement, a transitional trademark license agreement, a transition manufacturing and supply agreement, a reverse transition manufacturing and supply agreement and a stockholder and registration rights agreement. These agreements will provide for the allocation between ZimVie and Zimmer Biomet of assets, employees, liabilities and obligations (including investments, property and employee benefits and tax-related assets and liabilities) associated with the spine and dental businesses and will govern certain relationships between ZimVie and Zimmer Biomet after the separation and distribution. The agreements listed above will be filed as exhibits to the registration statement on Form 10 of which this information statement is a part.

The summaries of each of the agreements listed above are qualified in their entireties by reference to the full text of the applicable agreements, which are incorporated by reference into this information statement. When used in this section, "distribution date" refers to the date on which Zimmer Biomet distributes shares of ZimVie common stock to the holders of shares of Zimmer Biomet common stock.

Separation Agreement

Transfer of Assets and Assumption of Liabilities

The separation agreement will identify the assets to be transferred, the liabilities to be assumed and the contracts to be assigned to each of ZimVie and Zimmer Biomet as part of the separation, and provide for when and how these transfers, assumptions and assignments will occur. In particular, the separation agreement will provide, among other things, which:

- assets (whether tangible or intangible) related to, or included on the balance sheet of, the spine and dental businesses, which are referred to as the "ZimVie Assets," will be transferred to us, generally including:
    - equity interests in certain Zimmer Biomet subsidiaries that hold assets related to the spine and dental businesses;
    - customer, distribution, supply and vendor contracts (or portions thereof) to the extent they relate to the spine and dental businesses;
    - exclusive rights to certain expressly scheduled trademarks, patents, and other registered intellectual property and to know-how and unregistered intellectual property that is primarily used or held for use in the spine and dental businesses and nonexclusive rights to other intellectual property used or held for use in the spine and dental businesses;

  - exclusive rights to information exclusively related to our business and nonexclusive rights to information related to the spine and dental businesses;
  - rights and assets expressly allocated to us pursuant to the terms of the separation agreement or certain other agreements entered into in connection with the separation;
  - permits used in our business; and
  - other assets that are included in our *pro forma* balance sheet;
- liabilities arising from or related to, or included on the balance sheet of, the spine and dental businesses, including liabilities arising from the operation of the spine and dental business after the distribution date, which are referred to as the "ZimVie Liabilities," will generally be retained by or transferred to us; and
- assets and liabilities (whether accrued, contingent, or otherwise) other than the ZimVie Assets and ZimVie Liabilities (such assets and liabilities, other that the ZimVie Assets and the ZimVie Liabilities, referred to as the "Zimmer Biomet Assets" and "Zimmer Biomet Liabilities," respectively) will be retained by or transferred to Zimmer Biomet.

Except as expressly set forth in the separation agreement or any ancillary agreement, neither we nor Zimmer Biomet will make any representation or warranty as to (1) the assets, business or liabilities transferred or assumed as part of the separation, (2) any consents or approvals required in connection with the transfers, (3) the value of or the freedom from any security interests of any of the assets transferred, (4) the absence or presence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other asset of either us or Zimmer Biomet, or (5) the legal sufficiency of any assignment, document or instrument delivered to convey title to any asset or thing of value to be transferred in connection with the separation. All assets will be transferred on an "as is," "where is" basis, and the respective transferees will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in the transferee good and marketable title, free and clear of all security interests, and that any necessary approvals or notifications are not obtained or made or that any requirements of laws, agreements or judgments are not complied with.

Information in this information statement with respect to the assets and liabilities of the parties following the distribution is presented based on the allocation of such assets and liabilities pursuant to the separation agreement, unless the context otherwise requires. The separation agreement will provide that, in the event that the transfer or assignment of certain assets and liabilities to us or Zimmer Biomet, as applicable, does not occur prior to the separation, then until such assets or liabilities are able to be transferred or assigned, we or Zimmer Biomet, as applicable, will hold such assets on behalf and for the use and benefit of the other party.

Interim Operating Arrangements

The separation agreement will provide that, in order to obtain certain requisite approvals or notifications from governmental authorities, or for other business reasons, following the distribution date, Zimmer Biomet and certain of its affiliates will continue to operate certain activities relating to our business in certain jurisdictions until such time as the requisite approvals or notifications have been received or the occurrence of all other actions permitting the legal transfer of such activities. In accordance with the separation agreement and the applicable ancillary agreements, the relevant Zimmer Biomet entity will continue operations in the affected jurisdiction on our behalf, and we will receive, to the greatest extent possible, all of the economic benefits and burdens of such activities.

The Distribution

The separation agreement will also govern the rights and obligations of the parties regarding the distribution following the completion of the separation. On the distribution date, Zimmer Biomet will distribute to its stockholders that hold shares of Zimmer Biomet common stock as of the record date for the distribution more than 80 percent of the issued and outstanding shares of ZimVie common stock on a *pro rata* basis. Stockholders will receive cash in lieu of any fractional shares.

Conditions to the Distribution

The separation agreement will provide that the distribution is subject to satisfaction (or waiver by Zimmer Biomet) of certain conditions. These conditions are described under "The Separation and Distribution—Conditions to the Distribution." Zimmer Biomet has the sole and absolute discretion to determine (and change) the terms of, and to determine whether to proceed with, the distribution and, to the extent it determines to so proceed, to determine the record date for the distribution, the distribution date and the distribution ratio.

Financing

In connection with the spin-off, ZimVie expects to incur new third-party borrowings of approximately $561 million. Approximately $501 million of the proceeds from such indebtedness will be transferred to Zimmer Biomet on or prior to the distribution (subject to adjustment based on estimated cash and working capital). We currently expect to incur this indebtedness through Term Loan A borrowings. For more information on ZimVie's anticipated capital structure and the indebtedness we expect to incur in connection with the spin-off, see "Unaudited Pro Forma Condensed Combined Financial Statements" and "Description of Material Indebtedness."

Claims

In general, each party to the separation agreement will assume liability for all pending, threatened and unasserted legal matters related to its own business or its assumed or retained liabilities and will indemnify the other party for any liability to the extent arising out of or resulting from such assumed or retained legal matters.

Releases

The separation agreement will provide that we and our affiliates will release and discharge Zimmer Biomet and its affiliates and representatives from all liabilities assumed by us as part of the separation, from all acts and events occurring or failing to occur, and all conditions existing, on or before the distribution date relating to our business, and from all liabilities existing or arising in connection with the implementation of the separation, except as expressly set forth in the separation agreement. Zimmer Biomet and its affiliates will release and discharge us and our affiliates and representatives from all liabilities retained by Zimmer Biomet and its affiliates as part of the separation and from all liabilities existing or arising in connection with the implementation of the separation, from all acts and events occurring or failing to occur, and all conditions existing, on or before the distribution date relating to Zimmer Biomet's business, except as expressly set forth in the separation agreement.

These releases will not extend to obligations or liabilities under certain agreements between the parties that remain in effect following the separation, which agreements include, but are not limited to, the separation agreement, the transition services agreement, the tax matters agreement, the intellectual property matters agreement, the transitional trademark license agreement, the employee matters agreement, the transitional trademark license agreement, the transition manufacturing and supply agreement, the reverse transition manufacturing and supply agreement and certain other agreements, including the transfer documents in connection with the separation.

Indemnification

In the separation agreement, subject to certain exceptions set forth in the separation agreement, any ancillary agreement or any other agreement between us and Zimmer Biomet, we will agree to indemnify, defend and hold harmless Zimmer Biomet, each of its affiliates and each of their respective directors, officers and employees, from and against all liabilities relating to, arising out of or resulting from:

- the ZimVie Liabilities;
- the failure of us or any other person to pay, perform or otherwise promptly discharge any of the ZimVie Liabilities, in accordance with their respective terms, whether prior to, at or after the distribution;

- the conduct of any business, operation or activity by ZimVie or any of its subsidiaries whether before or after the distribution;
- except to the extent relating to a Zimmer Biomet Liability, any guarantee, indemnification or contribution obligation for our benefit by Zimmer Biomet that survives the distribution;
- any breach by us of the separation agreement or any of the ancillary agreements; and
- any untrue statement or alleged untrue statement or omission or alleged omission of material fact in the registration statement of which this information statement forms a part, or in this information statement (as amended or supplemented), other than any such statements or omissions directly relating to information regarding Zimmer Biomet, provided to us by Zimmer Biomet, for inclusion therein.

In the separation agreement, subject to certain exceptions set forth in the separation agreement, any ancillary agreement or any other agreement between us and Zimmer Biomet, Zimmer Biomet will agree to indemnify, defend and hold harmless us, each of our affiliates and each of their respective directors, officers and employees from and against all liabilities relating to, arising out of or resulting from:

- the Zimmer Biomet Liabilities;
- the failure of Zimmer Biomet or any other person to pay, perform or otherwise promptly discharge any of the Zimmer Biomet Liabilities, in accordance with their respective terms whether prior to, at, or after the distribution;
- the conduct of any business, operation or activity by Zimmer Biomet or any of its subsidiaries from and after the Effective Time (other than the conduct of business, operations or activities for the benefit of ZimVie or any of its subsidiaries pursuant to the separation agreement or any of the ancillary agreements);
- except to the extent relating to a ZimVie Liability, any guarantee, indemnification or contribution obligation for the benefit of Zimmer Biomet by us that survives the distribution;
- any breach by Zimmer Biomet of the separation agreement or any of the ancillary agreements; and
- any untrue statement or alleged untrue statement or omission or alleged omission of a material fact directly relating to information regarding Zimmer Biomet, provided to us by Zimmer Biomet, for inclusion in the registration statement of which this information statement forms a part, or in this information statement (as amended or supplemented).

The separation agreement will also establish procedures with respect to claims subject to indemnification and related matters.

Insurance

The separation agreement will provide for the allocation between the parties of rights and obligations under existing insurance policies with respect to occurrences prior to the distribution date and addresses certain other insurance matters.

Further Assurances

In addition to the actions specifically provided for in the separation agreement, except as otherwise set forth therein or in any ancillary agreement, both we and Zimmer Biomet will agree in the separation agreement to use reasonable best efforts, prior to, on and after the distribution date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by the separation agreement and the ancillary agreements.

Dispute Resolution

The separation agreement will contain provisions that govern, except as otherwise provided in any ancillary agreement, the resolution of disputes, controversies or claims that may arise between Zimmer Biomet and us related to the separation or distribution. These provisions will contemplate that efforts will be made to resolve disputes, controversies and claims by elevation of the matter to executives of Zimmer Biomet and us. If such efforts are not successful, either we or Zimmer Biomet may submit the dispute, controversy or claim to binding arbitration, subject to the provisions of the separation agreement.

Expenses

Except as expressly set forth in the separation agreement or in any ancillary agreement, all costs and expenses incurred on or prior to the distribution in connection with the separation and distribution, including costs and expenses relating to legal and tax counsel, financial advisors and accounting advisory work related to the separation and distribution, will be paid by the party incurring such cost and expense.

Other Matters

Other matters governed by the separation agreement will include access to financial and other information, confidentiality, access to and provision of records and treatment of outstanding guarantees.

Termination

The separation agreement will provide that it may be terminated, and the separation and distribution may be modified or abandoned, at any time prior to the distribution date in the sole and absolute discretion of Zimmer Biomet without the approval of any person, including us, our stockholders or Zimmer Biomet stockholders. In the event of a termination of the separation agreement, the separation agreement will become null and void and no party, nor any of its affiliates or representatives, will have any liability of any kind to the other party or any other person. After the distribution date, the separation agreement may not be terminated, except by an agreement in writing signed by both Zimmer Biomet and us.

Transition Services Agreement

We and Zimmer Biomet will enter into a transition services agreement prior to the distribution pursuant to which we and Zimmer Biomet will provide certain services to one another, on an interim, transitional basis. The services to be provided will include certain regulatory services, commercial services, operational services, tax services, clinical affairs services, information technology services, finance and accounting services and human resource and employee benefits services. The agreed-upon charges for such services are generally intended to allow the providing company to recover all costs and expenses of providing such services.

The transition services agreement will terminate on the expiration of the term of the last service provided under it, which will generally be no later than **[●]**, 20**[●]**.

Subject to certain exceptions in the case of willful misconduct or fraud, the liability of Zimmer Biomet and ZimVie under the transition services agreement for the services they provide will be limited to the aggregate service fees paid in the immediately preceding one-year period. The transition services agreement also provides that neither company shall be liable to the other for any indirect, exemplary, incidental, consequential, remote, speculative, punitive or similar damages.

Tax Matters Agreement

We and Zimmer Biomet will enter into a tax matters agreement prior to the distribution that will govern the parties' respective rights, responsibilities and obligations after the distribution with respect to taxes (including

taxes arising in the ordinary course of business and taxes, if any, incurred as a result of any failure of the distribution and certain related transactions to qualify as tax-free for U.S. federal income tax purposes), tax attributes, the preparation and filing of tax returns, tax elections, the control of audits and other tax proceedings and assistance and cooperation in respect of tax matters.

The tax matters agreement will also impose certain restrictions on us and our subsidiaries (including, among others, restrictions on share issuances, business combinations, sales of assets and similar transactions) designed to preserve the tax-free status of the distribution and certain related transactions. The tax matters agreement will provide special rules that allocate tax liabilities in the event the distribution, together with certain related transactions, is not tax-free. In general, under the tax matters agreement, each party is expected to be responsible for any taxes imposed on Zimmer Biomet or us that arise from the failure of the distribution, together with certain related transactions, to qualify as a transaction that is generally tax-free under Sections 355 and 368(a)(1)(D) and certain other relevant provisions of the Code, to the extent that the failure to so qualify is attributable to actions, events or transactions relating to such party's respective stock, assets or business, or a breach of the relevant representations or covenants made by that party in the tax matters agreement. However, if such failure was the result of any acquisition of our shares or assets, or of any of our representations, statements or undertakings being incorrect, incomplete or breached, we generally will be responsible for all taxes imposed as a result of such acquisition or breach.

As discussed below under the heading "Material U.S. Federal Income Tax Consequences," notwithstanding receipt by Zimmer Biomet of the IRS private letter ruling and the opinion(s) of tax advisors, the IRS could assert that the distribution or certain related transactions do not qualify for tax-free treatment for U.S. federal income tax purposes. If the IRS were successful in taking this position, we, Zimmer Biomet, and Zimmer Biomet stockholders could be subject to significant U.S. federal income tax liability. In addition, certain events that may or may not be within the control of Zimmer Biomet or us could cause the distribution and certain related transactions to not qualify for tax-free treatment for U.S. federal income tax purposes. Depending on the circumstances, we may be required to indemnify Zimmer Biomet for taxes and certain related amounts resulting from the distribution and certain related transactions not qualifying as tax-free.

Employee Matters Agreement

We and Zimmer Biomet will enter into an employee matters agreement prior to the distribution to allocate liabilities and responsibilities relating to employment matters, employee compensation and benefits plans and programs and other related matters. The employee matters agreement will govern certain compensation and employee benefits obligations with respect to the current and former employees and non-employee directors of each company.

The employee matters agreement will provide that, except as otherwise specified, Zimmer Biomet will generally be responsible for liabilities associated with employees who will remain employed by Zimmer Biomet and former employees whose last employment was with the Zimmer Biomet businesses, and we will be responsible for liabilities associated with employees who are or will be employed by us and former employees whose last employment was with our businesses.

The employee matters agreement will provide for the conversion of the outstanding awards granted under Zimmer Biomet's equity compensation programs into adjusted awards relating to shares of Zimmer Biomet and/or ZimVie common stock, as described above under the heading "The Separation and Distribution—Treatment of Equity Based Compensation." The adjusted awards generally will be subject to substantially the same terms, vesting conditions, post-termination exercise rules and other restrictions that applied to the original Zimmer Biomet award immediately before the separation.

Intellectual Property Matters Agreement

We and Zimmer Biomet will enter into an intellectual property matters agreement pursuant to which Zimmer Biomet will grant to us a non-exclusive, perpetual, royalty-free, fully paid-up, irrevocable, non-sublicensable

(except as described below) license to use certain intellectual property rights retained by Zimmer Biomet. We will be able to sublicense our rights in connection with activities relating to our and our affiliates' business but not for independent use by third parties.

We will also grant back to Zimmer Biomet a non-exclusive, perpetual, royalty-free, fully paid-up, irrevocable, non-sublicensable (except as described below) license to continue to use all intellectual property rights owned by or transferred to us. Zimmer Biomet will be able to sublicense its rights in connection with activities relating to Zimmer Biomet's and its affiliates' retained business but not for independent use by third parties. This license-back will permit Zimmer Biomet to continue to use our intellectual property rights in the conduct of its remaining businesses. We believe that the license-back will have little impact on our businesses because Zimmer Biomet's use of our intellectual property rights is generally limited to products and services that are not part of our businesses. Neither we nor Zimmer Biomet grants to the other any license to improvements made to any licensed intellectual property. The term of the intellectual property matters agreement is perpetual but may be earlier terminated by mutual agreement, for a material uncured breach, or for certain insolvency events.

The intellectual property matters agreement is intended to provide freedom to operate in the event that any of Zimmer Biomet's retained trade secrets, copyrights or patented technology is used in any of our businesses. However, we believe there may be relatively little use of such retained trade secrets, copyrights or patented technology in our businesses, and as a result, we do not believe that the intellectual property matters agreement has a material impact on any of our businesses.

Transitional Trademark License Agreement

We and Zimmer Biomet will enter into a transitional trademark license agreement pursuant to which Zimmer Biomet will grant to us a non-exclusive, royalty-free, non-transferable, non-assignable, and worldwide license to use certain Zimmer Biomet trademarks, corporate names and domain names for a transitional period following the distribution. The license will allow us to continue using certain of Zimmer Biomet's trademarks in order to provide sufficient time for us to rebrand or phase out our use of the licensed marks. Zimmer Biomet will also redirect certain licensed domain names to new domain names provided by us for a specific period of time.

We agree to use commercially reasonable efforts to remove and cease using Zimmer Biomet's trademarks on any promotional or other publicly available materials, and will generally discontinue such use as soon as reasonably practicable. In addition to the general requirement that we discontinue use as soon as reasonably practicable, we will be required to cease all use of the licensed marks within a specified period of time after the distribution date, and make all necessary filings required by law to receive all requisite regulatory approvals to change the corporate names and product names to names that are not similar to any Zimmer Biomet corporate names and product names. If we are unable to obtain all such approvals within the timeframes described in the agreement, the agreement allows for extensions in relation to any pending approvals as long as we consistently use reasonable best efforts to expeditiously obtain such approvals. Zimmer Biomet may immediately terminate its license to us if we breach any of our obligations under the agreement and fail to cure such breach within a reasonable period of time.

Manufacturing and Supply Agreement(s)

We will enter into one or more MSAs with Zimmer Biomet prior to the distribution pursuant to which Zimmer Biomet will manufacture products for us. The MSAs will have a duration and pricing terms as set forth therein.

Transition Manufacturing and Supply Agreement and Reverse Transition Manufacturing and Supply Agreement

We and Zimmer Biomet will enter into a transition manufacturing agreement and a reverse transition manufacturing and supply agreement prior to the distribution pursuant to which we or Zimmer Biomet, as the

case may be, will manufacture or cause to be manufactured certain products for the other party, on an interim, transitional basis. Pursuant to the transition manufacturing and supply agreement and the reverse transition manufacturing and supply agreement, we or Zimmer Biomet, as the case may be, will be required to purchase certain minimum amounts of products from the other party.

The transition manufacturing and supply agreement and the reverse transition manufacturing and supply agreement will terminate on the expiration of the term of the last product manufactured by us or Zimmer Biomet, as the case may be, pursuant to such agreements, which will generally be no later than **[●]**, 20**[●]**.

Stockholder and Registration Rights Agreement

We will enter into a stockholder and registration rights agreement with Zimmer Biomet pursuant to which we will agree that, upon the request of Zimmer Biomet, we will use our reasonable best efforts to effect the registration under applicable federal and state securities laws of any shares of ZimVie common stock retained by Zimmer Biomet. In addition, Zimmer Biomet will agree to vote any shares of ZimVie common stock that it retains immediately after the separation in proportion to the votes cast by our other stockholders. In connection with such agreement, Zimmer Biomet will grant us a proxy to vote its shares of ZimVie common stock in such proportion. This proxy, however, will be automatically revoked as to any particular share upon any sale or transfer of such share from Zimmer Biomet to a person other than Zimmer Biomet, and neither the voting agreement nor proxy will limit or prohibit any such sale or transfer.

Procedures for Approval of Related Person Transactions

On an annual basis, each director and executive officer will be obligated to complete a director and officer questionnaire which requires disclosure of any transactions with us in which the director or executive officer, or any member of his or her immediate family, has an interest. Under our Audit Committee's charter, which will be available on our website at *www.zimvie.com*, our Audit Committee must review and approve all related person transactions in which any executive officer, director, director nominee or more than 5% stockholder of the company, or any of their immediate family members, has a direct or indirect material interest. The Audit Committee may not approve a related person transaction unless (1) it is in or not inconsistent with our best interests and (2) where applicable, the terms of such transaction are at least as favorable to us as could be obtained from an unrelated third party.

Under our Code of Business Conduct and Ethics, which will be available on our website at *www.zimvie.com*, and related policies and procedures, actual or potential conflicts of interest involving any other employee must be disclosed to and resolved by our Human Resources Department.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a discussion of material U.S. federal income tax consequences of the distribution of ZimVie common stock to "U.S. holders" (as defined below) of Zimmer Biomet common stock. This discussion is based on the Code, U.S. Treasury regulations promulgated thereunder and judicial and administrative interpretations thereof, all as in effect on the date of this information statement, and all of which are subject to differing interpretations and change at any time, possibly with retroactive effect. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below. This discussion applies only to U.S. holders of shares of Zimmer Biomet common stock who hold such shares as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment).

It is a condition to the distribution that the private letter ruling from the IRS regarding certain U.S. federal income tax matters relating to the separation and distribution received by Zimmer Biomet remain valid and be satisfactory to the Zimmer Biomet board of directors and that the Zimmer Biomet board of directors receive one or more opinions from its tax advisors, in each case, satisfactory to the Zimmer Biomet board of directors, regarding certain U.S. federal income tax matters relating to the separation and the distribution, including, with respect to the opinion(s).

This discussion assumes that the distribution, together with certain related transactions, will be consummated in accordance with the separation and distribution agreement and the other separation-related agreements that Zimmer Biomet and we will enter into prior to the distribution and as described in this information statement, and that the IRS takes no position inconsistent with the opinion(s) described above. This discussion is not a complete description of all U.S. federal income tax consequences of the separation and the distribution, nor does it address the effects of any state, local or non-U.S. tax laws or U.S. federal tax laws other than those relating to income taxes. The distribution may be taxable under such other tax laws and all holders should consult their own tax advisors with respect to the applicability and effect of any such tax laws. This discussion does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular holder in light of its particular circumstances or to holders subject to special rules under the Code (including, but not limited to, insurance companies, tax-exempt organizations, financial institutions, broker-dealers, partners in partnerships that hold Zimmer Biomet or ZimVie common stock, pass-through entities (or investors therein), traders in securities who elect to apply a mark-to-market method of accounting, holders who hold Zimmer Biomet or ZimVie common stock as part of a "hedge," "straddle," "conversion," "synthetic security," "integrated investment" or "constructive sale transaction," individuals who receive ZimVie common stock upon the exercise of employee stock options or otherwise as compensation, holders who are liable for alternative minimum tax or any holders who actually or constructively own more than five percent of Zimmer Biomet common stock). This discussion also does not address any tax consequences arising under the unearned Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010. If a partnership, including for this purpose any entity or arrangement that is treated as a partnership for U.S. federal income tax purposes, holds Zimmer Biomet common stock, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. An investor that is a partnership and the partners in such partnership should consult their tax advisors about the U.S. federal income tax consequences of the distribution.

For purposes of this discussion, a "U.S. holder" is any beneficial owner of Zimmer Biomet common stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or a resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions; or (ii) it has a valid election in place under applicable U.S. Treasury Regulations to be treated as a United States person.

THIS DISCUSSION IS FOR GENERAL INFORMATION PURPOSES ONLY, AND IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE TO ANY PARTICULAR STOCKHOLDER. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE DISTRIBUTION, INCLUDING THE APPLICABILITY AND EFFECT OF U.S. FEDERAL, STATE AND LOCAL AND FOREIGN TAX LAWS, IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES AND THE EFFECT OF POSSIBLE CHANGES IN LAW THAT MIGHT AFFECT THE TAX CONSEQUENCES DESCRIBED IN THIS INFORMATION STATEMENT.

The IRS private letter ruling is, and the opinion(s) of tax advisors will be, based upon and rely on, among other things, the continuing validity of the private letter ruling, various facts and assumptions, as well as certain representations, statements and undertakings of ZimVie and Zimmer Biomet (including those relating to the past and future conduct of ZimVie and Zimmer Biomet). If any of these representations, statements or undertakings is, or becomes, inaccurate or incomplete, or if ZimVie or Zimmer Biomet breach any of their respective representations or covenants contained in any of the separation-related agreements and documents or in any documents relating to the IRS private letter ruling and/or the opinion(s) of tax advisors, such IRS private letter ruling and/or the opinion(s) of tax advisors may be invalid and the conclusions reached therein could be jeopardized.

Notwithstanding receipt by Zimmer Biomet of the IRS private letter ruling and the opinion(s) of tax advisors, the IRS could determine that the distribution and/or certain related transactions should be treated as taxable transactions for U.S. federal income tax purposes if it determines that any of the representations, assumptions or undertakings upon which the IRS private letter ruling or the opinion(s) of tax advisors were based are false or have been violated. In addition, neither the IRS private letter ruling nor the opinion(s) of tax advisors address or will address all of the issues that are relevant to determining whether the distribution, together with certain related transactions, qualifies as a transaction that is generally tax-free for U.S. federal income tax purposes. An opinion of a tax advisor represents the judgment of such tax advisor and is not binding on the IRS or any court, and the IRS or a court may disagree with the conclusions in the opinion(s) of tax advisors. Accordingly, notwithstanding receipt by Zimmer Biomet of the IRS private letter ruling and the opinion(s) of tax advisors, there can be no assurance that the IRS will not assert that the distribution and/or certain related transactions do not qualify for tax-free treatment for U.S. federal income tax purposes or that a court would not sustain such a challenge. In the event the IRS were to prevail in such challenge, Zimmer Biomet, ZimVie and Zimmer Biomet stockholders could be subject to significant U.S. federal income tax liability. Please refer to “Material U.S. Federal Income Tax Consequences if the Distribution is Taxable” below.

It is expected that, for U.S. federal income tax purposes:

- subject to the discussion below regarding Section 355(e) of the Code, neither ZimVie nor Zimmer Biomet should recognize any gain or loss upon the separation and the distribution of ZimVie common stock, and no amount should be includable in the income of Zimmer Biomet or ZimVie as a result of the separation and the distribution other than taxable income or gain possibly arising out of internal reorganizations undertaken in connection with the separation and distribution and with respect to any items required to be taken into account under U.S. Treasury Regulations relating to consolidated federal income tax returns;
- no gain or loss should be recognized by (and no amount should be included in the income of) U.S. holders of Zimmer Biomet common stock upon the receipt of ZimVie common stock in the distribution, except with respect to any cash received in lieu of fractional shares of ZimVie common stock (as described below);
- the aggregate tax basis of the ZimVie common stock received in the distribution (including any fractional share interest in ZimVie common stock for which cash is received) and the Zimmer Biomet common stock in the hands of each U.S. holder of Zimmer Biomet common stock immediately after the distribution should equal the aggregate tax basis of Zimmer Biomet common stock held by the U.S.

holder immediately before the distribution, allocated between the Zimmer Biomet common stock and ZimVie common stock (including any fractional share interest in ZimVie common stock for which cash is received) in proportion to the relative fair market value of each on the date of the distribution; and

- the holding period of ZimVie common stock received by each U.S. holder of Zimmer Biomet common stock in the distribution (including any fractional share interest in ZimVie common stock for which cash is received) should generally include the holding period at the time of the distribution for the Zimmer Biomet common stock with respect to which the distribution is made.

A U.S. holder who receives cash in lieu of a fractional share of ZimVie common stock in the distribution will be treated as having sold such fractional share for cash, and will recognize capital gain or loss in an amount equal to the difference between the amount of cash received and such U.S. holder's adjusted tax basis in such fractional share. Such gain or loss will be long-term capital gain or loss if the U.S. holder's holding period for its Zimmer Biomet common stock exceeds one year at the time of distribution.

If a U.S. holder of Zimmer Biomet common stock holds different blocks of Zimmer Biomet common stock (generally shares of Zimmer Biomet common stock purchased or acquired on different dates or at different prices), such holder should consult its tax advisor regarding the determination of the basis and holding period of shares of ZimVie common stock received in the distribution in respect of particular blocks of Zimmer Biomet common stock.

U.S. Treasury Regulations require certain U.S. holders who receive shares of ZimVie common stock in the distribution to attach to such U.S. holder's federal income tax return for the year in which the distribution occurs a detailed statement setting forth certain information relating to the tax-free nature of the distribution.

Material U.S. Federal Income Tax Consequences if the Distribution is Taxable.

As discussed above, notwithstanding the receipt by Zimmer Biomet of the IRS private letter ruling and the opinion(s) of tax advisors, the IRS could assert that the distribution does not qualify for tax-free treatment for U.S. federal income tax purposes. If the IRS were successful in taking this position, some or all of the consequences described above would not apply and Zimmer Biomet, ZimVie and Zimmer Biomet stockholders could be subject to significant U.S. federal income tax liability. In addition, certain events that may or may not be within our control or the control of Zimmer Biomet could cause the distribution and certain related transactions to not qualify for tax-free treatment for U.S. federal income tax purposes. Depending on the circumstances, we may be required to indemnify Zimmer Biomet for certain taxes (and certain related amounts) resulting from the distribution and certain related transactions not qualifying as tax-free.

If the distribution fails to qualify as a tax-free transaction for U.S. federal income tax purposes, in general, Zimmer Biomet would recognize taxable gain as if it had sold the ZimVie common stock in a taxable sale for an amount equal to its fair market value (unless Zimmer Biomet and we jointly make an election under Section 336(e) of the Code with respect to the distribution, in which case, in general, (i) the Zimmer Biomet group would recognize taxable gain as if it had sold all of its assets in a taxable sale in exchange for an amount equal to the fair market value of ZimVie common stock and the assumption of all of ZimVie's liabilities and (ii) we would obtain a related step-up in the basis of such assets deemed acquired) and Zimmer Biomet stockholders who receive ZimVie common stock in the distribution would be subject to tax as if they had received a taxable distribution equal to the fair market value of our common stock.

Even if the distribution were to otherwise qualify as tax-free under Sections 355 and 368(a)(1)(D) of the Code, it may result in taxable gain to Zimmer Biomet under Section 355(e) of the Code if the distribution were later deemed to be part of a plan (or series of related transactions) pursuant to which one or more persons acquire, directly or indirectly, shares representing a 50 percent or greater interest (by vote or value) in Zimmer Biomet or us. The process for determining whether an acquisition is part of a plan under these rules is complex, inherently factual in nature, and subject to a comprehensive analysis of the facts and circumstances of the particular case. In

general, however, any acquisitions of Zimmer Biomet's or our shares within the period beginning two years before the separation and ending two years after the separation are presumed to be part of such a plan, although we or Zimmer Biomet may be able to rebut that presumption.

In connection with the distribution, we and Zimmer Biomet will enter into a tax matters agreement pursuant to which we will be responsible for certain liabilities and obligations following the distribution. In general, under the tax matters agreement, each party is expected to be responsible for any taxes imposed on Zimmer Biomet or us that arise from the failure of the distribution, together with certain related transactions, to qualify as a transaction that is generally tax-free under Sections 355 and 368(a)(1)(D) and certain other relevant provisions of the Code (including as a result of Section 355(e) of the Code), to the extent that the failure to so qualify is attributable to actions, events or transactions relating to such party's respective stock, assets or business, or a breach of the relevant representations or covenants made by that party in the tax matters agreement. However, if such failure was the result of any acquisition of our shares or assets, or of any of our representations, statements or undertakings being incorrect, incomplete or breached, we generally will be responsible for all taxes imposed as a result of such acquisition or breach. Our indemnification obligations to Zimmer Biomet under the tax matters agreement are not expected to be limited in amount or subject to any cap. If we are required to pay any taxes or indemnify Zimmer Biomet and its subsidiaries and their respective officers and directors under the circumstances set forth in the tax matters agreement, we may be subject to substantial liabilities.

Backup Withholding and Information Reporting.

Payments of cash to U.S. holders of Zimmer Biomet common stock in lieu of fractional shares of ZimVie common stock may be subject to information reporting and backup withholding, unless such U.S. holder delivers a properly completed IRS Form W-9 certifying such U.S. holder's correct taxpayer identification number and certain other information, or otherwise establishing a basis for exemption from backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against a U.S. holder's U.S. federal income tax liability *provided that* the required information is timely furnished to the IRS.

DESCRIPTION OF MATERIAL INDEBTEDNESS

On [●], we entered into a new senior secured credit facility, which provides for revolving loans of up to $175 million (the "Revolver") and term loan borrowings of up to $561 million, of which we expect to borrow $561 million (such $561 million of borrowings, the "Term Loan" and, together with the Revolver, the "Credit Facility"). Set forth below is a summary of the terms of the Credit Facility. The description of the Credit Facility is qualified in its entirety by reference to the Credit Agreement providing for the Credit Facility, which is filed as an exhibit to the registration statement on Form 10, of which this information statement forms a part, and which is incorporated by reference into this information statement.

The Credit Facility has an initial term of five years after the date on which funds are initially advanced. The Term Loans will amortize in equal quarterly installments in an aggregate amount equal to (i) 2.5% per annum of the original principal amount of the Term Loan for the first two years of the facility, (ii) 5.0% per annum of the original principal amount of the Term Loan for the following year of the facility and (iii) 10.0% per annum of the original principal amount of the Term Loan for the last two years of the facility, commencing at the end of the first full fiscal quarter after the closing date, with the unpaid balance due in full on the maturity date. ZimVie is permitted to voluntarily prepay the loans under the Credit Facility at any time without premium or penalty, other than breakage fees. We may request, subject to obtaining commitments from any participating lenders and certain other conditions, incremental commitments to increase the amount of the Revolver or Term Loan available under the Credit Facility in an aggregate principal amount equal to $70.0 million, plus an additional amount, subject to the terms and conditions of the Credit Facility.

Borrowings under the Revolver and the Term Loan will bear interest, in the case of each term benchmark borrowing, at the adjusted term SOFR rate for the interest period in effect for such borrowing, plus an applicable margin, which will range from 1.50% to 1.75%, based on ZimVie's consolidated total net leverage ratio. Borrowings under the Credit Facility that are not term benchmark borrowings will bear interest at a per annum rate equal to (i) the greatest of (a) the prime rate in effect on such day, (b) the NYFRB rate in effect on such day plus ½ of 1% and (c) the adjusted term SOFR rate for a one month interest period as published two U.S. government securities business days prior to such day (or if such day is not a business day, the immediately preceding business day) plus 1%, plus (ii) an applicable margin, which may range from 0.50% to 0.75%, based on ZimVie's consolidated total net leverage ratio. Upon the closing date, we anticipate that the applicable margin will be 1.75% for term benchmark borrowings and 0.75% for non-term benchmark borrowings. Commitments under the Revolver will be subject to a commitment fee on the unused portion of the Revolver of 25 basis points.

The Credit Facility contains various covenants that restrict the ability of ZimVie and its subsidiaries to take certain actions on or after the closing date, including, incurrence of indebtedness, creation of liens, mergers or consolidations, dispositions of assets, making certain investments, prepayments or redemptions of subordinated debt, or making certain restricted payments. In addition, the Credit Facility contains financial covenants that require ZimVie to maintain at the end of any of its fiscal quarters commencing with the first full fiscal quarter ending after the closing date, a maximum consolidated total net leverage ratio of 6.00 to 1.00. The Credit Facility also contains various customary events of default, including payment defaults, defaults under certain other indebtedness, and a change of control of ZimVie.

We expect the draw down under the Term Loan to occur substantially concurrently with the spin-off. The lenders' obligation to fund the borrowings on the closing date is subject to several conditions, including, among others, that the plan to separate ZimVie shall have occurred substantially concurrently at the same time as such funding.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Before the distribution, all of the outstanding shares of ZimVie common stock will be owned beneficially and of record by Zimmer Biomet. Following the distribution, we expect to have outstanding an aggregate of approximately [●] shares of common stock based upon approximately [●] million shares of Zimmer Biomet common stock outstanding on [●], 2022, excluding treasury shares and assuming no exercise of Zimmer Biomet options, and applying the distribution ratio. Zimmer Biomet will continue to own less than 20 percent of the shares of ZimVie common stock following the distribution.

Security Ownership of Certain Beneficial Owners

As of the date hereof, all of the issued and outstanding shares of ZimVie common stock are owned directly by Zimmer Biomet. After the separation and distribution, Zimmer Biomet will own less than 20 percent of the shares of ZimVie common stock. The following table reports the number of shares of ZimVie common stock that we expect will be beneficially owned, immediately following the completion of the distribution, by each person who will beneficially own more than five percent of ZimVie common stock. The table is based upon information available as of [●], 2022 as to those persons who beneficially own more than five percent of Zimmer Biomet common stock and an assumption that, for every [●] shares of Zimmer Biomet common stock held by such persons, they will receive [●] share of ZimVie common stock.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
Zimmer Biomet 345 East Main Street Warsaw, IN 46580	[●]	[●]
BlackRock, Inc. 55 East 52nd Street New York, NY 10055	[●]	[●]
The Vanguard Group 100 Vanguard Boulevard Malvern, PA 19355	[●]	[●]

Share Ownership of Executive Officers and Directors

The following table sets forth information, immediately following the completion of the distribution, calculated as of **[●]**, 2022, based upon the distribution of **[●]** share of ZimVie common stock for every [●] shares of Zimmer Biomet common stock, regarding (1) each of our expected directors and executive officers and (2) all of our expected directors and executive officers as a group. The address of each director, director nominee and executive officer shown in the table below is c/o ZimVie Inc., 10225 Westmoor Drive, Westminster, CO 80021, Attention: Corporate Secretary.

Name of Beneficial Owner	Shares Beneficially Owned	Percent of Class
Vinit Asar	[●]	[*]
Sally Crawford	[●]	[*]
David King	[●]	[*]
Karen Matusinec	[●]	[*]
Vafa Jamali	[●]	[*]
Richard Heppenstall	[●]	[*]
Rebecca Whitney	[●]	[*]
Indraneel Kanaglekar	[●]	[*]
David Harmon	[●]	[*]
Heather Kidwell	[●]	[*]
All Directors and Executive Officers as a Group (persons)	[●]	[*]

* Less than one percent.

DESCRIPTION OF OUR CAPITAL STOCK

Our certificate of incorporation and bylaws will be amended and restated prior to the completion of the distribution. The following is a summary of the material terms of our capital stock that will be contained in the amended and restated certificate of incorporation and bylaws. The summaries and descriptions below do not purport to be complete statements of the relevant provisions of the certificate of incorporation or of the bylaws to be in effect at the time of the distribution, which you must read for complete information on our capital stock as of the time of the distribution. The certificate of incorporation and bylaws, each in a form expected to be in effect at the time of the distribution, will be included as exhibits to our registration statement on Form 10, of which this information statement forms a part. The summaries and descriptions below do not purport to be complete statements of the DGCL.

General

Our authorized capital stock consists of **[●]** shares of common stock, par value $0.01 per share, and **[●]** shares of preferred stock, par value $0.01 per share. Our board of directors will have the power to issue any or all of the shares of the Company's capital stock, including the authority to establish one or more series of preferred stock and to fix the powers, preferences, rights and limitations of such class or series, without seeking stockholder approval, which could delay, defer or prevent any attempt to acquire or control us. Immediately following the distribution, we expect that approximately **[●]** shares of ZimVie common stock will be issued and outstanding, based on approximately **[●]** shares of Zimmer Biomet common stock issued and outstanding on **[●]**, 2022, and that no shares of preferred stock will be issued and outstanding.

Common Stock

After the distribution, all outstanding shares of ZimVie common stock will be duly authorized, validly issued, fully paid and non-assessable. The rights, preferences and privileges of the holders of ZimVie common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Voting Rights. The holders of shares of our common stock will be entitled to one vote per share on all matters to be voted on by stockholders. The holders of shares of our common stock will not be entitled to cumulate their votes in the election of directors, which means that holders of a majority of the outstanding shares of our common stock can elect all of our directors.

Dividend Rights. The holders of shares of our common stock will be entitled to receive such dividends as our board of directors may from time to time, and in its discretion, declare from any funds legally available therefor.

Liquidation Rights. Upon our liquidation, after payment or provision for payment of all of our obligations and any liquidation preference of any outstanding preferred stock, the holders of shares of our common stock will be entitled to share ratably in our remaining assets.

No Preemptive Rights. The holders of shares of our common stock are not entitled to preemptive, subscription or conversion rights, and there are no redemption or sinking fund provisions applicable to the common stock. The holders of shares of our common stock are not subject to further calls or assessments by us.

Preferred Stock

Under the terms of our amended and restated certificate of incorporation, our board of directors will be authorized, subject to limitations prescribed by the DGCL, and by our certificate of incorporation, to issue shares of preferred stock in one or more series without further action by the holders of our common stock. Our board of directors will have the discretion, subject to the limitations proscribed by the DGCL and by our certificate of incorporation, to determine the designation, powers, privileges, preferences and rights of the shares of each series of preferred stock and the qualifications, limitations and restrictions thereof.

Corporate Governance

Single Class Capital Structure. The common stock shall have the exclusive right to vote for the election of directors and for all other purposes, with each holder of common stock entitled to one vote per share, and holders of preferred stock shall not be entitled to receive notice of any meeting of stockholders at which they are not entitled to vote. Each share of common stock shall be equal to every other share of common stock, except as otherwise provided in the certificate of incorporation or required by law.

Director Elections. Upon completion of the separation, until the 2026 annual meeting of stockholders, the Company's board of directors will be divided into three classes, with Class I initially composed of one director, Class II initially composed of two directors and Class III initially composed of two directors. The director designated as a Class I director will have a term expiring at the first annual meeting of stockholders following the distribution, which the Company expects to hold in 2023, and will be up for re-election at that meeting for a three-year term to expire at the 2026 annual meeting of stockholders. The directors designated as Class II directors will have terms expiring at the following year's annual meeting of stockholders, which the Company expects to hold in 2024, and will be up for re-election at that meeting for a two-year term to expire at the 2026 annual meeting of stockholders. The directors designated as Class III directors will have terms expiring at the following year's annual meeting of stockholders, which the Company expects to hold in 2025**,** and will be up for re-election at that meeting for a one-year term to expire at the 2026 annual meeting of stockholders. Commencing with the 2026 annual meeting of stockholders, directors will be elected annually and for a term of office to expire at the next annual meeting of stockholders, and our board of directors will thereafter no longer be divided into classes.

At any meeting of stockholders for the election of directors at which a quorum is present, the election will be determined by a majority of the votes cast with respect to that director's election, with directors not receiving a majority of the votes cast required to tender their resignations for consideration by the board, except that in the case of a contested election, the election will be determined by a plurality of the shares represented in person or by proxy at any such meeting and entitled to vote on the election of directors. Before our board of directors is declassified, it would take at least three elections of directors for any individual or group to gain control of our board of directors. Accordingly, while the board of directors is divided into classes, these provisions could discourage a third party from initiating a proxy contest, making a tender offer or otherwise attempting to gain control of the Company.

Special Meetings of Stockholders. Our amended and restated certificate of incorporation and/or bylaws will provide that a special meeting of stockholders may be called only by a majority of the Company's board of directors pursuant to a resolution stating the purpose or purposes of the special meeting.

Majority Vote for Mergers and Other Business Combinations. Mergers and other business combinations involving the Company will generally be required to be approved by a majority vote where such stockholder approval is required.

Other Expected Corporate Governance Features. Governance features related to our board of directors are set forth in the section of this information statement captioned "Board of Directors and Corporate Governance." In addition to the foregoing, it is expected that we will implement stock ownership guidelines for directors and senior executive officers, annual board performance evaluations, recoupment and anti-hedging policies, prohibitions on option repricing in equity plans without stockholder approval, risk oversight procedures and other practices and protocols.

Anti-Takeover Effects of Various Provisions of Delaware Law and Our Certificate of Incorporation and Bylaws

Our amended and restated certificate of incorporation, bylaws and certain provisions of the DGCL may have an anti-takeover effect. These provisions may delay, defer or prevent a tender offer or takeover attempt that a

stockholder would consider in its best interest. This includes an attempt that might result in a premium over the market price for the shares of common stock held by stockholders. These provisions, summarized below and in the "Special Meetings of Stockholders" section described above, are expected to discourage certain types of coercive takeover practices and inadequate takeover bids. They are also expected to encourage persons seeking to acquire control of the Company to negotiate first with our board of directors. We believe that the benefits of these provisions outweigh the potential disadvantages of discouraging takeover proposals because, among other things, negotiation of takeover proposals might result in an improvement of their terms.

Delaware Anti-Takeover Law. We are a Delaware corporation and, as such, we will be subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a public Delaware corporation from engaging in a Business Combination (as defined below) with an Interested Stockholder (as defined below) for three years after the time in which the person became an Interested Stockholder, unless:

- prior to such person becoming an Interested Stockholder, the board of directors approved either the Business Combination or the transaction in which the stockholder became an Interested Stockholder;
- upon becoming an Interested Stockholder, the stockholder owned at least 85% of the Company's outstanding voting stock other than shares held by directors who are also officers and certain employee benefits plans; or
- the Business Combination is approved by both the board of directors and by holders of at least two-thirds of the Company's outstanding voting stock, excluding shares owned by the Interested Stockholder, at a meeting and not by written consent.

For purposes of Section 203 of the DGCL, the below definitions apply:

- "Business Combination" means mergers, asset sales and other similar transactions with an Interested Stockholder; and
- "Interested Stockholder" means a person who, together with its affiliates and associates, owns, or under certain circumstances has owned, within the prior three years, 15% or more of the outstanding voting stock.

Although Section 203 permits a Delaware corporation to elect not to be governed by its provisions, we will not make this election.

Size of Board and Vacancies. Our amended and restated certificate of incorporation will provide that the number of directors on our board of directors will be fixed exclusively by our board of directors pursuant to a resolution adopted by a majority of the whole board (but shall not be less than three). Any vacancies created in our board of directors resulting from any increase in the authorized number of directors or the death, resignation, disqualification, removal from office or other cause will be filled by an affirmative vote of a majority of the board of directors then in office, even if less than a quorum is present and not by the stockholders. Any director appointed to fill a vacancy on our board of directors will be appointed for the remainder of the full term of the class of directors in which the vacancy occurred, and until his or her successor has been elected and qualified.

Director Removal. Our amended and restated certificate of incorporation and/or bylaws will provide that (i) prior to our board of directors being declassified as discussed above, our stockholders will be permitted to remove a director only for cause, consistent with the DGCL requirements for classified boards, and (ii) after our board of directors has been fully declassified, our stockholders may remove directors with or without cause.

Amendments to Bylaws. Our amended and restated certificate of incorporation and bylaws will provide that our board of directors has the right to amend, repeal, and adopt new bylaws upon the affirmative vote of a majority of the board of directors. The bylaws may also be amended, repealed, and new bylaws may be adopted, at any meeting of the stockholders upon the affirmative vote of the holders of a majority of the voting power of the then issued and outstanding voting stock.

Stockholder Action by Written Consent. Our amended and restated certificate of incorporation will expressly eliminate the right of stockholders to act by written consent. Stockholder action may only take place at an annual or a special meeting of our stockholders.

Advance Notice Provision. Our amended and restated bylaws will establish an advance notice procedure for stockholders to make nominations of candidates for election as directors or bring other business before an annual meeting of stockholders. This procedure will provide that:

- the only persons who will be eligible for election as directors are persons who are nominated by or at the direction of the board of directors, or by a stockholder who has given timely written notice containing specified information to the Company's secretary prior to the meeting at which directors are to be elected; and
- the only business that may be conducted at an annual meeting is business that has been brought before the meeting by or at the direction of the board of directors, or by a stockholder who has given timely written notice to the secretary of the stockholder's intention to bring the business before the meeting.

In general, we must receive written notice of stockholder nominations to be made or business to be brought at an annual meeting no later than 90 calendar days nor earlier than 120 calendar days prior to the first anniversary of the date of the previous year's annual meeting provided, however, that in the event that the date of the annual meeting is more than thirty 30 calendar days before or more than 60 calendar days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th calendar day prior to such annual meeting and not later than the close of business on the later of the ninetieth 90th calendar day prior to such annual meeting or the tenth 10th calendar day following the calendar day on which public announcement of the date of such meeting is first made by the Company. The notice must contain information concerning (i) the nominees or the matters to be brought before the meeting and (ii) the stockholder submitting the proposal. For the purposes of the advance notice provisions of our amended and restated bylaws, the 2022 annual meeting of stockholders will be deemed to have been held on [●], 2022.

The purposes of requiring stockholders to give us advance notice of nominations and other business include the following:

- to afford the board of directors a meaningful opportunity to consider the qualifications of the proposed nominees or the advisability of the other proposed business;
- to the extent necessary or desirable by the board of directors, to inform stockholders and make recommendations about such qualifications or business; and
- to provide a more orderly procedure for conducting meetings of stockholders.

Our amended and restated bylaws will not give our board of directors any power to disapprove stockholder nominations for the election of directors or proposals for action. However, these provisions may preclude stockholders from bringing matters before an annual meeting of stockholders or from making nominations for directors at an annual meeting of stockholders. Our amended and restated bylaws may also deter a third party from soliciting proxies to approve its own proposal, without regard to whether consideration of the proposals might be harmful or beneficial to us and our stockholders.

No Cumulative Voting. The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors, unless the Company's certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation will not provide for cumulative voting.

Undesignated Preferred Stock. The authority that our board of directors will possess to issue preferred stock could potentially be used to discourage attempts by third parties to obtain control of our Company through a merger, tender offer, proxy contest or otherwise by making such attempts more difficult or more costly. Our board of directors may be able to issue preferred stock with voting rights or conversion rights that, if exercised, could adversely affect the voting power of the holders of common stock.

Limitations on Liability, Indemnification of Officers and Directors and Insurance

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors, and our amended and restated certificate of incorporation will include such an exculpation provision. Our amended and restated certificate of incorporation will include provisions that indemnify, to the fullest extent allowable under the DGCL, the personal liability of directors or officers for monetary damages for actions taken as a director or officer of our Company, or for serving at our request as a director, officer, employee, or agent at another corporation or enterprise, as the case may be. Our amended and restated certificate of incorporation will also provide that we must indemnify and advance reasonable expenses to our directors and officers, subject to receipt of an undertaking from the indemnified party as may be required under the DGCL. Our amended and restated certificate of incorporation will expressly authorize us to carry directors' and officers' insurance to protect our Company and our directors, officers and certain employees against some liabilities.

The limitation of liability and indemnification provisions that will be in our amended and restated certificate of incorporation may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit our Company and our stockholders. However, these provisions will not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief, such as an injunction or rescission in the event of a breach of a director's duty of care. The provisions will not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. There is currently no pending material litigation or proceeding against any of our directors, officers or employees for which indemnification is sought.

Exclusive Forum

Our amended and restated certificate of incorporation will provide that, unless we consent in writing to an alternative forum, a state or federal court located in the State of Delaware will be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of ours to us or our stockholders, (iii) any action asserting a claim against us or any director, officer or other employee of ours arising pursuant to any provision of the DGCL or our certificate of incorporation or bylaws (as either may be amended from time to time), or (iv) any action asserting a claim against us or any director, officer or other employee of ours governed by the internal affairs doctrine. In addition, unless we otherwise consent in writing, the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act shall be the federal district courts of the United States. Although we believe this provision will benefit us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, it may have the effect of discouraging lawsuits against us or our directors and officers. The enforceability of similar choice of forum provisions in other companies' governing documents has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our certificate of incorporation will provide that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. However, since Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought

to enforce any duty of liability created by the Exchange Act or the rules and regulations thereunder, our certificate of incorporation will further provide that the exclusive forum provision does not apply to actions arising under the Exchange Act or the rules and regulations thereunder.

Authorized but Unissued Shares

Our authorized but unissued shares of common stock and preferred stock will be available for future issuance without your approval. We may use additional shares for a variety of purposes, including future public offerings to raise additional capital, to fund acquisitions and as employee compensation. The existence of authorized but unissued shares of common stock and preferred stock could render more difficult or discourage an attempt to obtain control of our Company by means of a proxy contest, tender offer, merger or otherwise.

Listing

We have applied to list our shares of common stock on Nasdaq under the symbol “ZIMV.”

Sale of Unregistered Securities

On **[●]**, we issued **[●]** shares of ZimVie common stock to Zimmer Biomet pursuant to Section 4(a)(2) of the Securities Act. We did not register the issuance of the issued shares under the Securities Act because such issuance did not constitute a public offering.

Transfer Agent and Registrar

After the distribution, the transfer agent and registrar for shares of ZimVie common stock will be Computershare.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form 10 with respect to the shares of ZimVie common stock being distributed as contemplated by this information statement. This information statement is a part of, and does not contain all of the information set forth in, the registration statement and the exhibits and schedules to the registration statement. For further information with respect to our Company and ZimVie common stock, please refer to the registration statement, including its exhibits and schedules. Statements made in this information statement relating to any contract or other document filed as an exhibit to the registration statement include the material terms of such contract or other document. However, such statements are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract or document. You may review a copy of the registration statement, including its exhibits and schedules, on the Internet website maintained by the SEC at *www.sec.gov*. **Information contained on or connected to any website referenced in this information statement is not incorporated into this information statement or the registration statement of which this information statement forms a part, or in any other filings with, or any information furnished or submitted to, the SEC.**

As a result of the distribution, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with the Exchange Act, will file periodic reports, proxy statements and other information with the SEC. We intend to furnish holders of our common stock with annual reports containing consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles and audited and reported on, with an opinion expressed, by an independent registered public accounting firm.

You should rely only on the information contained in this information statement or to which this information statement has referred you. We have not authorized any person to provide you with different information or to make any representation not contained in this information statement.

The Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.
Index to Combined Financial Statements

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Zimmer Biomet Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying combined balance sheets of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc. (the "Company") as of December 31, 2020 and 2019, and the related combined statements of earnings, comprehensive income (loss), changes in net parent investment, and cash flows, for each of the three years in the period ended December 31, 2020, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "combined financial statements"). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these combined financial statements in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the combined financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the combined financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the combined financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Impairment Assessment – Dental Reporting Unit

As described in Notes 2 and 11 to the combined financial statements, the Company's goodwill balance was $273.7 million as of December 31, 2020 and was associated with the dental reporting unit. Management performs an impairment test in the fourth quarter of each year or whenever events or changes in circumstances indicate that the carrying value of the reporting unit's assets may not be recoverable.

Potential impairment of a reporting unit is identified by comparing the reporting unit's estimated fair value to its carrying amount. Management estimated the fair value of the dental reporting unit 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 other businesses that are similar to the dental reporting unit. Significant assumptions are incorporated into the discounted cash flow analysis such as revenue growth rates, gross margins, operating margins, and risk-adjusted discount rates.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the dental reporting unit is a critical audit matter are (i) the significant judgment by management related to the discounted cash flow analysis when developing the fair value measurement of the reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and in evaluating management's significant assumptions related to revenue growth rates, gross margins, operating margins, and risk-adjusted discount rates; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the combined financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the discounted cash flow analysis related to the valuation of the dental reporting unit. These procedures also included, among others, (i) testing management's process for developing the fair value estimate; (ii) evaluating the appropriateness of management's fair value approaches; (iii) testing the completeness and accuracy of the underlying data used in the discounted cash flow analysis; and (iv) evaluating the reasonableness of the significant assumptions used by management in the discounted cash flow analysis related to the revenue growth rates, gross margins, operating margins, and risk-adjusted discount rates. Evaluating management's assumptions related to revenue growth rates, gross margins, and operating margins involved evaluating whether the assumptions used by management were reasonable considering (i) the past performance of the reporting unit; (ii) the consistency with external data from market and industry sources; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow analysis and the risk-adjusted discount rate assumption.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
August 9, 2021, except for the effects of the change in reporting entity described in Note 1, as to which the date is November 12, 2021, and except for the effects of the segment change described in Note 16, as to which the date is December 14, 2021.

We have served as the Company's auditor since 2021.

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
COMBINED STATEMENTS OF EARNINGS
(in millions)

	For the Years Ended December 31,		
	2020	**2019**	**2018**
Net Sales			
Third party, net	$ 896.9	$1,021.6	$1,044.9
Related party, net	15.5	33.9	54.2
Total Net Sales	912.4	1,055.5	1,099.1
Cost of products sold, excluding intangible asset amortization	302.7	309.4	345.5
Related party cost of products sold, excluding intangible asset amortization	10.2	24.5	37.2
Intangible asset amortization	85.5	83.4	95.2
Research and development	49.2	55.6	52.3
Selling, general and administrative	533.5	605.4	599.9
Goodwill impairment	142.0	—	411.7
Restructuring	9.7	1.8	—
Acquisition, integration, divestiture and related	2.2	3.2	30.8
Operating expenses	1,135.0	1,083.3	1,572.6
Operating Loss	(222.6)	(27.8)	(473.5)
Other income (expense), net	1.6	0.2	(0.6)
Interest expense, net	(0.3)	(0.1)	(0.1)
Loss before income taxes	(221.3)	(27.7)	(474.2)
(Benefit) provision for income taxes	(42.3)	0.2	(14.8)
Net Loss	(179.0)	(27.9)	(459.4)
Less: Net earnings attributable to noncontrolling interest	0.1	0.1	1.0
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$ (179.1)	$ (28.0)	$ (460.4)

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in millions)

	For the Years Ended December 31,		
	2020	2019	2018
Net Loss	$ (179.0)	$ (27.9)	$ (459.4)
Other Comprehensive Income (Loss):			
Foreign currency cumulative translation adjustments, net of tax	44.8	(9.5)	(65.1)
Total Other Comprehensive Income (Loss)	44.8	(9.5)	(65.1)
Comprehensive Loss	(134.2)	(37.4)	(524.5)
Comprehensive Income Attributable to Noncontrolling Interest	0.1	0.1	1.0
Comprehensive Loss Attributable to the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$ (134.3)	$ (37.5)	$ (525.5)

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
COMBINED BALANCE SHEETS
(in millions)

	As of December 31, 2020	2019
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 27.4	$ 37.0
Accounts receivable, less allowance for credit losses	193.7	188.9
Inventories	283.0	270.7
Prepaid expenses and other current assets	21.9	20.9
Total Current Assets	526.0	517.5
Property, plant and equipment, net	183.4	203.5
Goodwill	273.7	398.9
Intangible assets, net	891.0	917.4
Other assets	75.1	73.1
Total Assets	$1,949.2	$2,110.4
LIABILITIES AND EQUITY		
Current Liabilities:		
Accounts payable	$ 49.7	$ 50.3
Income taxes payable	6.6	5.8
Other current liabilities	152.3	141.7
Current portion of debt due to parent	17.6	—
Total Current Liabilities	226.2	197.8
Deferred income taxes, net	155.2	159.1
Lease liability	52.7	56.4
Other long-term liabilities	19.7	12.2
Non-current portion of debt due to parent	4.9	16.8
Total Liabilities	458.7	442.3
Commitments and Contingencies (Note 18)		
Equity:		
Net parent company investment	1,486.0	1,707.5
Accumulated other comprehensive income (loss)	4.5	(40.3)
Total equity of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	1,490.5	1,667.2
Noncontrolling interest	—	0.9
Total Equity	1,490.5	1,668.1
Total Liabilities and Equity	$1,949.2	$2,110.4

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
COMBINED STATEMENTS OF CHANGES IN NET PARENT INVESTMENT
(in millions)

	Net Parent Company Investment	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Equity
Balance January 1, 2018	$ 2,273.9	$ 34.3	$ (0.2)	$2,308.0
Net loss	(460.4)	—	1.0	(459.4)
Net transactions with Zimmer Biomet	(49.1)	—	—	(49.1)
Other comprehensive loss	—	(65.1)	—	(65.1)
Balance December 31, 2018	1,764.4	(30.8)	0.8	1,734.4
Net loss	(28.0)	—	0.1	(27.9)
Net transactions with Zimmer Biomet	(28.9)	—	—	(28.9)
Other comprehensive loss	—	(9.5)	—	(9.5)
Balance December 31, 2019	1,707.5	(40.3)	0.9	1,668.1
Net loss	(179.1)	—	0.1	(179.0)
Adoption of new accounting standard	(1.0)	—	—	(1.0)
Net transactions with Zimmer Biomet	(41.4)	—	—	(41.4)
Acquisition of noncontrolling interests	—	—	(1.0)	(1.0)
Other comprehensive income	—	44.8	—	44.8
Balance December 31, 2020	$ 1,486.0	$ 4.5	$ —	$1,490.5

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
COMBINED STATEMENTS OF CASH FLOWS
(in millions)

	For the Years Ended December 31,		
	2020	2019	2018
Cash flows provided by (used in) operating activities:			
Net loss	$ (179.0)	$ (27.9)	$ (459.4)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	134.3	135.1	147.7
Goodwill impairment	142.0	—	411.7
Share-based compensation	5.9	7.1	5.6
Deferred income tax provision	(22.8)	(18.6)	(28.0)
Changes in operating assets and liabilities, net of acquired assets and liabilities			
Income taxes	0.9	(4.0)	(1.3)
Receivables	(1.1)	9.8	32.9
Inventories	(6.1)	(0.5)	35.1
Accounts payable and accrued liabilities	(3.0)	(0.5)	0.7
Other assets and liabilities	14.9	18.7	17.0
Net cash provided by operating activities	86.0	119.2	162.0
Cash flows used in investing activities:			
Additions to instruments	(32.7)	(44.3)	(41.4)
Additions to other property, plant and equipment	(5.6)	(8.7)	(6.9)
Business combination investments, net of acquired cash	(8.4)	(27.6)	—
Other investing activities	(2.8)	(4.0)	(2.0)
Net cash used in investing activities	(49.5)	(84.6)	(50.3)
Cash flows provided by (used in) financing activities:			
Net transactions with Zimmer Biomet	(43.8)	(41.4)	(61.5)
Net cash flows from unremitted collections from factoring programs	(1.6)	(2.3)	2.8
Proceeds from debt due to parent	—	—	1.1
Repayments of debt due to parent	(0.7)	—	(39.7)
Other financing activities	(0.4)	—	—
Net cash used in financing activities	(46.5)	(43.7)	(97.3)
Effect of exchange rates on cash and cash equivalents	0.4	(0.2)	(1.3)
(Decrease) increase in cash and cash equivalents	(9.6)	(9.3)	13.1
Cash and cash equivalents, beginning of year	37.0	46.3	33.2
Cash and cash equivalents, end of period	$ 27.4	$ 37.0	$ 46.3

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS

1. Background, Nature of Business and Basis of Presentation

Background

On February 5, 2021, Zimmer Biomet Holdings Inc. ("Zimmer Biomet" or the "Parent") announced its intention to spin off its spine and dental businesses from its core orthopedic businesses. Zimmer Biomet intends to effect the separation through a *pro rata* distribution of more than 80 percent of the outstanding shares of common stock of a new entity, ZimVie Inc. ("ZimVie"). References to "ZimVie", the "Company," "we," "us" and "our" and other similar terms throughout the combined financial statements refer to the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc. Following the distribution, Zimmer Biomet stockholders will directly own more than 80 percent of the outstanding shares of ZimVie common stock, and ZimVie will be a separate public company from Zimmer Biomet. The separation will provide Zimmer Biomet stockholders with equity ownership in both Zimmer Biomet and ZimVie. The separation is intended to qualify as generally tax-free to Zimmer Biomet stockholders for U.S. federal income tax purposes, except for any cash received by stockholders in lieu of fractional shares.

We expect the transaction to be completed during our first quarter of fiscal year 2022, subject to the satisfaction of certain conditions including, among others, final approval of Zimmer Biomet's Board of Directors, receipt of a favorable opinion and Internal Revenue Service ruling with respect to the tax-free nature of the transaction, and the effectiveness of a Form 10 registration statement that will be filed with the U.S. Securities and Exchange Commission ("SEC"). There can be no assurance regarding the ultimate timing of the proposed transaction or that the transaction will be completed.

Nature of Business

Our operations are principally managed on a products basis and include two operating segments, 1) the spine products segment, and 2) the dental products segment.

In the spine products market, our core services include designing, manufacturing and distributing medical devices and surgical instruments to deliver comprehensive solutions for individuals with back or neck pain caused by degenerative conditions, deformities or traumatic injury of the spine. We also provide devices that promote bone healing. Other differentiated products in our spine portfolio include Mobi-C® Cervical Disc and The Tether™.

In the dental products market, our core services include designing, manufacturing and/or distributing dental implant solutions. Dental reconstructive implants are for individuals who are totally without teeth or are missing one or more teeth, dental prosthetic products are aimed at providing a more natural restoration to resemble the original teeth and dental regenerative products are for soft tissue and bone rehabilitation. Our key products include the T3® Implant, Tapered Screw-Vent Implant System, Trabecular Metal™ Dental Implant, BellaTek Encode Impression System and Puros Allograft Particulate.

Basis of Presentation

We have historically existed and functioned as part of the consolidated business of Zimmer Biomet. The accompanying combined financial statements are prepared on a standalone basis and are derived from Zimmer Biomet's consolidated financial statements and accounting records.

The carve-out financial statements and accounting records present the combined balance sheets as of December 31, 2020 and 2019 and the combined statements of earnings, combined statements of comprehensive income (loss), and combined statements of changes in net parent investment for the years ended December 31, 2020, 2019, and 2018.

The combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The combined statements of earnings include all revenues and costs directly attributable to our business, including costs for facilities, functions, and services we utilize. The combined statements of earnings also include an allocation of expenses related to certain Zimmer Biomet commercial and corporate functions, including distribution, quality, regulatory, information technology, finance, executive, human resources and legal. These expenses have been allocated based on direct usage or benefit where specifically identifiable, with the remainder allocated on a proportional cost allocation method based primarily on net sales, as applicable. Management considers the expense methodology and resulting allocation to be reasonable for all periods presented; however, the allocations may not be indicative of actual expense that would have been incurred had we operated as an independent, publicly traded company for the periods presented. Actual costs that we may have incurred had we been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by our employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

The income tax amounts in the combined financial statements have been calculated on a separate return method and presented as if our operations were separate taxpayers in the respective jurisdictions.

Following the spin-off, certain functions that Zimmer Biomet provided to us prior to the spin-off will either continue to be provided to us by Zimmer Biomet under a transition services agreement and a transition manufacturing agreement or will be performed using our own resources or third-party service providers. Additionally, under manufacturing and supply agreements, we will manufacture certain products for Zimmer Biomet and Zimmer Biomet will manufacture certain products for us. We expect to incur certain costs to establish ourselves as a standalone public company, as well as ongoing additional costs associated with operating as an independent, publicly traded company.

The combined balance sheets include assets and liabilities that have been determined to be specifically identifiable or otherwise attributable to us, including certain assets that were historically held at the corporate level in Zimmer Biomet. All intercompany accounts and transactions within the Company have been eliminated. All transactions between us and Zimmer Biomet previously resulting in intercompany balances are considered to be effectively settled in the combined financial statements at the time the transaction is recorded. The total net effect of the settlement of these transactions is reflected in the combined statement of cash flows as a financing activity and in the combined balance sheets as net parent company investment. See Note 19 for additional information on related party transactions with Zimmer Biomet.

Zimmer Biomet maintains various employee benefits plans in which the Company's employees participate, and a portion of the costs associated with these plans has been included in the Company's combined financial statements. The combined balance sheets do not include assets and liabilities relating to these plans because the Parent is the plan sponsor.

Our equity balance in these combined financial statements represents the excess of total assets over liabilities including the due to/from balances between us and Zimmer Biomet (net parent company investment) and accumulated other comprehensive income (loss) ("AOCI"). Net parent company investment is primarily impacted by contributions from Zimmer Biomet which are the result of treasury activities and net funding provided by or distributed to Zimmer Biomet. Our AOCI as of January 1, 2018 is based on the currency translation historically recorded on our specific assets and liabilities. Foreign currency translation recorded during the years ended December 31, 2020, 2019 and 2018 is based on currency movements specific to our combined financial statements.

Zimmer Biomet utilizes a central approach to treasury management and we historically participated in related cash pooling arrangements. Our cash and cash equivalents on the combined balance sheets represent cash balances from standalone entities who did not participate in such arrangements. We have no third-party

borrowings. All borrowings by us due to Zimmer Biomet attributable to our business are recorded as “debt due to parent” in the combined balance sheets and classified as current or noncurrent based on loan maturity dates. Zimmer Biomet’s third-party debt and related interest expense have not been attributed to us because we are not the legal obligor of the debt and the borrowings are not specifically identifiable to us. However, in connection with the spin-off, we expect to incur indebtedness and such indebtedness would result in additional interest expense in future periods.

Change in Reporting Entity

In October 2021, it was determined that a subsidiary that was previously part of the operations of the Parent will be distributed to ZimVie as part of the spin-off. This has resulted in a change in our basis of presentation resulting in a change in reporting entity. These combined financial statements reflect this change in reporting entity retrospectively in all periods presented. The change in reporting entity resulted in additional operating profit, net income and comprehensive income on our combined statement of earnings and combined statement of comprehensive earnings (loss) by the following amounts:

	For the Years Ended December 31,		
	2020	2019	2018
Operating Income	$2.8	$5.8	$8.7
Net Income of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	1.2	3.8	6.0
Comprehensive Income Attributable to the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	1.2	3.8	6.0

In previously issued combined financial statements for the years ended December 31, 2020, 2019 and 2018, the impact of this change in reporting entity on our related party net sales was not reflected appropriately in Note 16 in the reconciliation of segment net sales to total net sales. We revised related party net sales for years ended 2020, 2019, and 2018 in Note 16 of these combined financial statements for this immaterial error. The previously reported related party net sales reported in Note 16 were $7.9 million, $20.1 million and $29.1 million for the years ended December 31, 2020, 2019 and 2018, respectively, and have been updated to $15.5 million, $33.9 million and $54.2 million, respectively. Other than the revision to related party net sales in Note 16, there were no other changes to these previously issued combined financial statements.

2. Significant Accounting Policies

Use of Estimates - The combined financial statements are prepared in conformity with accounting principles generally accepted under 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, including allocations from Zimmer Biomet. We have made our best estimates, as appropriate under GAAP, in the recognition of our assets and liabilities. These estimates have considered the impact the COVID-19 pandemic may have on our financial position, results of operations and cash flows. Such estimates included, but were not limited to, determining the allocations of costs and expenses from Zimmer Biomet, variable consideration to our customers, our allowance for doubtful accounts for expected credit losses, the net realizable value of our inventory, the fair value of our goodwill and the recoverability of other long-lived assets. The estimates and associated assumptions are based on historical experience, complex judgements and various other factors that are believed to be reasonable under the circumstances. Actual results could differ materially from these estimates.

Foreign Currency Translation - The financial statements of our foreign subsidiaries are translated into U.S. Dollars using period-end exchange rates for assets and liabilities and average exchange rates for operating results. Unrealized translation gains and losses are included in AOCI in equity. When a transaction is denominated in a currency other than the subsidiary’s functional currency, we remeasure the transaction into the functional currency and recognize any transactional gains or losses in earnings. Foreign currency remeasurement gains recognized in our combined statements of earnings in nonoperating other income (expense), net were

$1.6 million and $0.2 million in the years ended December 31, 2020 and 2019, respectively, while a loss of $1.2 million was recognized in the year ended December 31, 2018.

Shipping and Handling - Amounts billed to customers for shipping and handling of products are reflected in net sales and are not significant. Expenses incurred related to shipping and handling of products are reflected in selling, general and administrative ("SG&A") expenses and were $37.0 million, $38.5 million and $41.8 million for the years ended December 31, 2020, 2019 and 2018, respectively.

Research and Development - We expense all research and development ("R&D") costs as incurred except when there is an alternative future use for the R&D. R&D costs include salaries, prototypes, depreciation of equipment used in R&D, consultant fees and service fees paid to collaborative partners.

Litigation - We record a liability for contingent losses, including future legal costs, settlements and judgments, when we consider it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

Restructuring - A restructuring is defined as a program that is planned and controlled by management, and materially changes either the scope of a business undertaken by an entity, or the manner in which that business is conducted. Restructuring charges include (i) employee termination benefits, (ii) contract termination costs and (iii) other related costs associated with exit or disposal activities.

In December 2019, the Board of Directors of Zimmer Biomet approved, and Zimmer Biomet initiated, a new global restructuring program with an objective of reducing costs to allow for further investment in higher priority growth opportunities. Restructuring charges for the years ended December 31, 2020 and 2019 for the Company were primarily attributable to this program. There were no restructuring charges for the year ended December 31, 2018.

Acquisition, integration, divestiture and related - We use the financial statement line item, "Acquisition, integration, divestiture and related" to recognize expenses resulting from the consummation of business mergers and acquisitions and the related integration of those businesses. Integration-related expenses reported in the combined statements of earnings were primarily incurred in 2018 related to acquisitions that occurred in 2015 and 2016. The expenses recognized primarily relate to integration-related consulting, distributor terminations, severance and retention period compensation and benefits to employees that were terminated.

We have also incurred other various, less significant costs on projects that are similar to integration and restructurings focusing on reducing costs that have been recognized in this financial statement line item as well.

Cash and Cash Equivalents - We consider all highly liquid investments with an original maturity of three months or less to be cash equivalents. The carrying amounts reported in the balance sheet for cash and cash equivalents are valued at cost, which approximates their fair value. The cash presented on the balance sheet represents cash not subject to the Zimmer Biomet centralized cash management process.

Accounts Receivable -Accounts receivable consists of trade and other miscellaneous receivables. We grant credit to customers in the normal course of business and maintain an allowance for expected credit losses. We determine the allowance for credit losses by geographic market and take into consideration historical credit experience, creditworthiness of the customer and other pertinent information. We make concerted efforts to collect all accounts receivable, but sometimes we have to write-off the account against the allowance when we determine the account is uncollectible. The allowance for credit losses was $18.9 million and $19.6 million as of December 31, 2020 and 2019, respectively.

Zimmer Biomet has receivables purchase arrangements with unrelated third parties to transfer portions of our trade accounts receivable balance. Our spine business has historically participated in these arrangements. The purchase arrangements in the United States and Japan were terminated during the year ended December 31, 2020, but the arrangements have continued in Europe. Funds received from the transfers are recorded as an

increase to cash and a reduction to accounts receivable outstanding in our combined balance sheets. The cash flows attributable to the sale of receivables to third parties are reported in cash flows from operating activities in our combined statements of cash flows. Net expenses resulting from the sales of receivables are recognized in SG&A expense. Net expenses include any resulting gains or losses from the sales of receivables, credit insurance and factoring fees. Under the previous arrangement in the United States and Japan, any collections that we made that were unremitted to the third parties were recognized on our combined balance sheets under other current liabilities and in our combined statements of cash flows in financing activities. In Europe, we have no continuing involvement with the factored receivable.

Inventories - Inventories are stated at the lower of cost and net realizable value, with cost determined on a first-in first-out basis or on an average cost basis depending on the jurisdiction.

Property, Plant and Equipment - Property, plant and equipment is carried at cost less accumulated depreciation. Depreciation is computed using the straight-line method based on estimated useful lives of ten to forty years for buildings and improvements and three to eight years for machinery and equipment. Maintenance and repairs are expensed as incurred. We review property, plant and equipment for impairment whenever events or changes in circumstances indicate that the carrying value of an asset group may not be recoverable. An impairment loss would be recognized when estimated future undiscounted cash flows relating to the asset are less than its carrying amount. An impairment loss is measured as the amount by which the carrying amount of an asset exceeds its fair value.

Software Costs - We capitalize certain computer software and software development costs incurred in connection with developing or obtaining computer software for internal use when both the preliminary project stage is completed and it is probable that the software will be used as intended. Capitalized software costs generally include external direct costs of materials and services utilized in developing or obtaining computer software and compensation and related benefits for employees who are directly associated with the software project. Capitalized software costs are included in property, plant and equipment on our balance sheet and amortized on a straight-line or weighted average estimated user basis when the software is ready for its intended use over the estimated useful lives of the software, which approximate three to fifteen years.

For cloud computing arrangements that are considered a service contract, our capitalization of implementation costs is aligned with the internal use software requirements. However, on our combined balance sheet these implementation costs are recognized in other noncurrent assets. On our combined statement of cash flows, these implementations costs are recognized in operating cash flows. The implementation costs are recognized on a straight-line basis over the expected term of the related service contract.

Instruments - Instruments are hand-held devices used by surgeons during surgical procedures. Instruments are recognized as long-lived assets and are included in property, plant and equipment. Undeployed instruments are carried at cost or realizable value. Instruments that have been deployed to be used in surgeries are carried at cost less accumulated depreciation. Depreciation is computed using the straight-line method based on average estimated useful lives, determined principally in reference to associated product life cycles, primarily five years. We review instruments for impairment whenever events or changes in circumstances indicate that the carrying value of an instrument may not be recoverable. Depreciation of instruments is recognized as SG&A expense.

Goodwill - Goodwill is not amortized but is subject to annual impairment tests. Goodwill has been assigned to reporting units. We perform annual impairment tests by comparing a reporting unit’s estimated fair value to its carrying amount. The fair value of the reporting unit is determined based upon a discounted cash flow analysis and/or use of a market approach by looking at market values of comparable companies. Significant assumptions are incorporated into our discounted cash flow analyses such as revenue growth rates, gross margins, operating margins, and risk-adjusted discount rates. We perform this test in the fourth quarter of the year or whenever events or changes in circumstances indicate that the carrying value of the reporting unit’s assets may not be recoverable. If the fair value of the reporting unit is less than its carrying value, an impairment loss is recorded in

the amount that the carrying value of the business unit exceeds the fair value. See Note 11 for more information regarding goodwill.

Intangible Assets - Intangible assets are initially measured at their fair value. We have determined the fair value of our intangible assets either by the fair value of the consideration exchanged for the intangible asset or the estimated after-tax discounted cash flows expected to be generated from the intangible asset. Intangible assets with a finite life, including technology, certain trademarks and trade names, customer-related intangibles, intellectual property rights and patents and licenses, are amortized on a straight-line basis over their estimated useful life or contractual life, which may range from less than one year to twenty years. Intangible assets with a finite life are tested for impairment whenever events or circumstances indicate that the carrying amount may not be recoverable.

In determining the useful lives of intangible assets, we consider the expected use of the assets and the effects of obsolescence, demand, competition, anticipated technological advances, changes in surgical techniques, market influences and other economic factors. For technology-based intangible assets, we consider the expected life cycles of products, absent unforeseen technological advances, which incorporate the corresponding technology. Trademarks and trade names that are related to products expected to be phased out are assigned lives consistent with the period in which the products bearing each brand are expected to be sold. For customer relationship intangible assets, we assign useful lives based upon historical levels of customer attrition. Intellectual property rights are assigned useful lives that approximate the contractual life of any related patent or the period for which we maintain exclusivity over the intellectual property.

Income Taxes - The Company has been included in the consolidated U.S. federal, foreign, and certain state income tax returns of Zimmer Biomet, where applicable. The tax provision and current and deferred tax balances have been prepared on a separate-return basis as if the Company were a separate filer.

Deferred tax assets and liabilities are determined based on the differences between the financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period the new tax rate is enacted.

As a result of applying the separate filer approach, actual tax transactions included in the consolidated financial statements of Zimmer Biomet may not be included in the combined financial statements. Similarly, the tax treatment of certain items reflected in the combined financial statements may not be reflected in the consolidated financial statements and tax returns of Zimmer Biomet. Therefore, portions of items such as net operating losses (“NOLs”), credit carryforwards, other deferred taxes, and valuation allowances may exist in the combined financial statements that may or may not exist in Zimmer Biomet’s consolidated financial statements and vice versa. In addition, although deferred tax assets have been recognized for NOLs and tax credits in accordance with the separate return method, certain NOLs and credits will not carry over with the Company in connection with the Distribution. The income taxes of the Company as presented in the Combined Financial Statements may not be indicative of the income taxes that the Company will incur in the future. Income taxes due to or due from the Parent are assumed to have been settled or recovered by the end of the period. Any differences between actual amounts paid or received by the Company have been reflected in net parent company investment.

We reduce our deferred tax assets by a valuation allowance if it is more likely than not that we will not realize some portion or all of the deferred tax assets. In making such determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent financial operations. In the event we were to determine that we would be able to realize our deferred income tax assets in the future in excess of their net recorded amount, we would make an adjustment to the valuation allowance which would reduce the provision for income taxes.

We operate on a global basis and are subject to numerous and complex tax laws and regulations. Our income tax filings are regularly under audit in multiple federal, state and foreign jurisdictions. 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. Because income tax adjustments in certain jurisdictions can be significant, we record accruals representing management's best estimate of the probable resolution of these matters. To the extent additional information becomes available, such accruals are adjusted to reflect the revised estimated probable outcome. We record Global Intangible Low-Taxed Income ("GILTI") tax as a period cost. We report tax-related interest and penalties as a component of income tax expense.

Derivative Financial Instruments - Zimmer Biomet is exposed to certain market risks relating to its ongoing business operations, including foreign currency exchange rate risk, commodity price risk, interest rate risk and credit risk. Zimmer Biomet uses derivative instruments to manage its interest rate risk and foreign currency exchange rate risk. We participate in Zimmer Biomet's cash flow hedging program that is intended to minimize the effects of foreign currency exchange rate movements on cash flows. 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, Zimmer Biomet hedges intercompany sales of inventory expected to occur within the next 30 months with foreign currency exchange forward contracts. Zimmer Biomet centralizes its foreign currency exchange rate exposures across its businesses and enters into the forward contracts at the Parent. Due to this centralization and the Parent being the legal obligor of the foreign currency exchange forward contracts, no amounts have been recorded by us on the combined balance sheet. The combined statements of earnings include the impact of Zimmer Biomet's cash flow hedges that are deemed to be associated with our operations and have been allocated utilizing a proportional allocation method based on costs of goods sold. The amounts allocated to us recognized in cost of products sold, excluding intangible asset amortization, were gains of $2.0 million and $1.7 million in the years ended December 31, 2020 and 2019, respectively, and losses of $2.3 million in the year ended December 31, 2018.

Accumulated Other Comprehensive Income (Loss) - AOCI refers to gains and losses that under GAAP are included in comprehensive income but are excluded from net earnings as these amounts are recorded directly as an adjustment to equity. Our AOCI is comprised of foreign currency translation adjustments. There are no reclassifications from AOCI to net earnings for the periods presented herein. Further, there are no tax effects related to AOCI for the periods presented.

Noncontrolling Interest - We had an investment in a company in which we had a controlling financial interest, but not 100 percent of the equity. In the year ended December 31, 2020, we acquired the remaining equity from the minority shareholder. The acquisition of the remaining equity interest was recognized as an equity transaction. Further information related to the noncontrolling interest of this investment has not been provided as it is not significant to our combined financial statements.

Net Investment from Parent - Net investment from Parent in the combined balance sheets represents Zimmer Biomet's historical investment in the Company, the accumulated net earnings after taxes and the net effect of the transactions with and allocations from Zimmer Biomet.

Accounting Pronouncements Recently Adopted

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2016-13, Financial Instruments – Credit Losses (Topic 326). The new guidance describes the current expected credit loss ("CECL") model which requires an estimate of expected impairment on financial instruments over the lifetime of the assets at each reporting date. Financial instruments in scope of the guidance include financial assets measured at amortized cost. Previous accounting guidance required recognition of impairment when it was probable the loss has been incurred. Under the CECL model, lifetime expected credit losses are measured and recognized at each reporting date based on historical experience, current conditions and forecasted information. We adopted this standard as of January 1, 2020. Adoption of this standard required the modified retrospective transition method, which resulted in a cumulative-effect adjustment to net parent investment of $1.0 million. The

adoption primarily impacted our trade receivables. Our concentrations of credit risks are limited due to the large number of customers and their dispersion across a number of geographic areas. 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. Our historical credit losses have not been significant due to this dispersion and the financial stability of our customers. We consider credit losses immaterial to our business and, therefore, have not provided all the disclosures otherwise required by the standard.

In August 2018, the FASB issued ASU 2018-15, Intangibles-Goodwill and Other-Internal-Use Software. ASU 2018-15 aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. Our policy for capitalizing implementation costs in a hosting arrangement was already aligned with the new guidance. ASU 2018-15 also provides guidance on how these implementation costs are to be recorded in the statement of earnings, balance sheet and statement of cash flows. We adopted this standard on a prospective basis as of January 1, 2020. The adoption of this standard did not have a material impact on our financial position, results of operations or cash flows.

Accounting Pronouncements Not Yet Adopted

In December 2019, the FASB issued ASU 2019-12 Simplifying the Accounting for Income Taxes. ASU 2019-12 eliminates certain exceptions in the current rules regarding the approach for intraperiod tax allocations and the methodology for calculating income taxes in an interim period, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill, among other things. The standard becomes effective for us as of January 1, 2021. The adoption of this standard will not have a material impact on our financial position, results of operations, or cash flows.

There are no recently issued accounting pronouncements that we have not yet adopted that are expected to have a material effect on our financial position, results of operations or cash flows.

3. Revenue Recognition

We recognize revenue when our performance obligations under the terms of a contract with our customer are satisfied. This happens when we transfer control of our products to the customer, which generally occurs upon implantation or when title passes upon shipment. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring our product. Taxes collected from customers and remitted to governmental authorities are excluded from revenues.

We sell products through three principal channels: 1) direct to healthcare institutions, referred to as direct channel accounts; 2) through stocking distributors and healthcare dealers; and 3) directly to dental practices and dental laboratories. In direct channel accounts and with some healthcare dealers, inventory is generally consigned to sales agents or customers so that products are available when needed for surgical procedures. No revenue is recognized upon the placement of inventory into consignment, as we retain the ability to control the inventory. Upon implantation, we issue an invoice and revenue is recognized. Our spine sales are predominantly recognized under the consignment revenue model. Pricing for products is generally predetermined by contracts with customers, agents acting on behalf of customer groups or by government regulatory bodies, depending on the market. Price discounts under group purchasing contracts are generally linked to volume of implant purchases by customer healthcare institutions within a specified group. At negotiated thresholds within a contract buying period, price discounts may increase. Payment terms vary by customer, but are typically less than 90 days.

With sales to stocking distributors, some healthcare dealers and hospitals, dental practices and dental laboratories, revenue is generally recognized when control of our product passes to the customer, which is typically upon shipment of the product. Our dental business predominantly recognizes revenue related to product sales at a point in time following the transfer of control of such products to the customer, which generally occurs

upon shipment, or delivery depending on the terms of the underlying contracts. 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. It is our accounting policy to account for shipping and handling activities as a fulfillment cost rather than as an additional promised service. We have contracts with these customers or orders may be placed from available price lists. Payment terms vary by customer, but are typically less than 90 days.

We offer standard warranties to our customers that our products are not defective. These standard warranties are not considered separate performance obligations. In limited circumstances, we offer extended warranties that are separate performance obligations. We have very few contracts that have multiple performance obligations. Since we do not have significant multiple element arrangements and essentially all of our sales are recognized upon implantation of a product or when title passes, very little judgment is required to allocate the transaction price of a contract or determine when control has passed to a customer. Our costs to obtain contracts consist primarily of sales commissions to employees or third party agents that are earned when control of our product passes to the customer. Therefore, sales commissions are expensed as part of SG&A expenses at the same time revenue is recognized. Accordingly, we do not have significant contract assets, liabilities or future performance obligations.

We offer volume-based discounts, rebates, prompt pay discounts, right of return and other various incentives which we account for under the variable consideration model. If sales incentives may be earned by a customer for purchasing a specified amount of our product, we estimate whether such incentives will be achieved and recognize these incentives as a reduction in revenue in the same period the underlying revenue transaction is recognized. We primarily use the expected value method to estimate incentives. Under the expected value method, we consider the historical experience of similar programs as well as review sales trends on a customer-by-customer basis to estimate what levels of incentives will be earned. Occasionally, products are returned and, accordingly, we maintain an estimated refund liability based upon the expected value method that is recorded as a reduction in revenue.

We analyze sales by two product categories, spine and dental. We have also recognized related party sales in the combined financial statements on orthopedic products that will remain with Zimmer Biomet. We expect to continue selling Zimmer Biomet these products under a manufacturing services agreement for a period of time after the spin off.

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

	For the Years Ended December 31,		
	2020	2019	2018
Spine	$ 529.1	$ 607.6	$ 633.7
Dental	367.8	414.0	411.2
Related Party	15.5	33.9	54.2
Total	$ 912.4	$1,055.5	$1,099.1

4. Restructuring

In December 2019, Zimmer Biomet's Board of Directors approved, and initiated, a global restructuring program (the "2019 Restructuring Plan") with an objective of reducing costs to allow further investment in higher priority growth opportunities. The pre-tax restructuring charges consisted of employee termination benefits; contract terminations for facilities and sales agents; and other charges, such as retention period salaries and benefits and relocation costs. The restructuring charges incurred in the year ended December 31, 2020 primarily related to employee termination benefits, contract terminations and retention period compensation and benefits. The restructuring charges incurred in the year ended December 31, 2019 primarily related to employee termination benefits and retention period compensation and benefits. The following table summarizes the liabilities directly attributable to us that were recognized under the 2019 Restructuring Plan (in millions):

	Employee Termination Benefits	Other	Total
Balance, December 31, 2018	$ —	$ —	$ —
Additions	0.9	0.9	1.8
Cash payments	—	(0.9)	(0.9)
Balance, December 31, 2019	0.9	—	0.9
Additions	5.7	4.0	9.7
Cash payments	(4.6)	(4.0)	(8.6)
Balance, December 31, 2020	$ 2.0	$ —	$ 2.0

There were no restructuring charges for 2018. We do not include restructuring charges in the operating profit of our reportable segments.

5. Share-Based Compensation

Zimmer Biomet has share-based compensation plans under which it grants stock options and restricted stock units. In our combined statements of earnings, we have specifically identified employees that were associated with our historical operations that are expected to be transferred in the spin-off and calculated expense based upon the awards received under the Zimmer Biomet plans. Additionally, expense related to corporate or shared employees have been allocated to us on a proportional cost allocation method, primarily based on revenue. As the share-based compensation plans are Zimmer Biomet's plans, the amounts have been recognized through net parent company investments on the combined balance sheets. Share-based compensation expense for specifically identified employees that were associated with our historical operations was as follows (in millions):

	For the Years Ended December 31,		
	2020	2019	2018
Total expense, pre-tax	$ 5.9	$ 7.1	$ 5.6
Tax benefit related to awards	1.3	2.1	1.6
Total expense, net of tax	$ 4.6	$ 5.0	$ 4.0

The amounts presented are not necessarily indicative of future awards and do not necessarily reflect the costs we would have incurred as an independent company for the periods presented.

6. Inventories

Inventories consisted of the following (in millions):

	As of December 31,	
	2020	2019
Finished goods	$247.8	$226.7
Work in progress	24.2	30.9
Raw materials	11.0	13.1
Inventories	$283.0	$270.7

Amounts charged to the combined statements of earnings for excess and obsolete inventory, including certain product lines we intend to discontinue, in the years ended December 31, 2020, 2019 and 2018 were $30.8 million, $30.6 million and $61.4 million, respectively.

7. Property, Plant and Equipment

Property, plant and equipment consisted of the following (in millions):

	As of December 31,	
	2020	2019
Land	$ 7.2	$ 7.2
Building and equipment	224.3	220.1
Capitalized software costs	30.1	29.3
Instruments	324.3	324.4
Construction in progress	3.5	3.8
	589.4	584.8
Accumulated depreciation	(406.0)	(381.3)
Property, plant and equipment, net	$ 183.4	$ 203.5

Depreciation expense was $48.8 million, $51.7 million and $52.4 million for the years ended December 31, 2020, 2019 and 2018, respectively.

We had $2.4 million, $4.2 million and $5.7 million of property, plant and equipment included in accounts payable as of December 31, 2020, 2019 and 2018, respectively.

8. Transfers of Financial Assets

Zimmer Biomet had receivables purchase arrangements with unrelated third parties to liquidate portions of trade accounts receivable balance including receivables related to our spine business. The receivables related to products sold to customers and were short-term in nature. The factorings were treated as sales of the accounts receivable. Proceeds from the transfers reflect either the face value of the accounts receivable or the face value less factoring fees.

The Parent terminated the programs in the U.S. and Japan in the fourth quarter of 2020. The programs were executed on a revolving basis with a maximum funding limit for Zimmer Biomet of $450 million combined before termination. The Parent acted as the collection agent on behalf of the third party, but had no significant retained interests or servicing liabilities related to the accounts receivable sold. As of December 31, 2020, all factored receivables related to our spine business had been collected and remitted in conjunction with the termination of those programs in 2020.

In Europe, the Parent sold to a third party and there was no continuing involvement or significant risk with the factored accounts receivable.

Funds received from the transfers are recorded as an increase to cash and a reduction of accounts receivable outstanding in the combined balance sheets. We report the cash flows attributable to the sale of the receivables to third parties in cash flows from operating activities in our combined statements of cash flows. Net expenses resulting from the sales of receivables are recognized in SG&A expense. Net expenses included any resulting gains or losses from the sales of receivables, credit insurance and factoring fees.

For the years ended December 31, 2020, 2019 and 2018, receivables related to our spine business were sold having an aggregate face value of $53.8 million, $126.4 million and $121.5 million to third parties in exchange for cash proceeds of $53.7 million, $126.3 million and $121.4 million, respectively. Expenses recognized on these sales during the years ended December 31, 2020, 2019 and 2018 were not significant. For the years ended December 31, 2020, 2019 and 2018 under the U.S. and Japan programs, receivables related to our spine business of $50.1 million, $107.8 million and $86.1 million, respectively, were collected from our customers and these amounts were remitted to the third party, and we effectively repurchased $7.0 million, $18.6 million and $14.9 million, respectively, of our previously sold accounts receivable due to the programs' revolving nature. At December 31, 2019, $1.4 million of our receivables had been collected and were unremitted to the third party, which are reflected in our combined balance sheets under other current liabilities. We had no unremitted amounts at December 31, 2020. The initial collection of cash from customers and its remittance to the third party is reflected in net cash provided by/(used in) financing activities in our combined statements of cash flows.

At December 31, 2019, the outstanding principal amount of receivables related to our spine business that had been derecognized under the U.S. and Japan revolving arrangements combined amounted to $10.2 million. There were no outstanding receivables derecognized at December 31, 2020 due to the termination of those arrangements in 2020.

9. Fair Value Measurements of Assets and Liabilities

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

	As of December 31, 2020			
		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)
Liabilities				
Contingent payments related to acquisitions	10.0	—	—	10.0
Total Liabilities	$ 10.0	$ —	$ —	$ 10.0

	As of December 31, 2019			
		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)
Liabilities				
Contingent payments related to acquisitions	1.5	—	—	1.5
Total Liabilities	$ 1.5	$ —	$ —	$ 1.5

Contingent payments related to acquisitions consist of sales-based payments, and are valued using discounted cash flow techniques. The fair value of sales-based payments is based upon probability-weighted future revenue estimates, and increases as revenue estimates increase. See Note 10 for additional information regarding contingent payments related to acquisitions.

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

	Level 3 - Liabilities
Contingent payments related to acquisitions	
Beginning balance December 31, 2019	$ 1.5
New contingent payments related to the 3DIEMME acquisition	8.3
Foreign currency impact	0.2
Ending balance December 31, 2020	$ 10.0

Any future changes in estimates for contingent payments related to acquisitions will be recognized in “Acquisition, integration, divestiture and related” on our combined statements of earnings.

10. Acquisitions

In the fourth quarter of 2020, we acquired all of the issued and outstanding shares of 3DIEMME S.r.l. (“3DIEMME”), a dental treatment planning and dental CAD/CAM design software provider based in Italy. The 3DIEMME acquisition was completed primarily to expand treatment planning and design software offerings in our digital dentistry portfolio. In the fourth quarter of 2019, we acquired all of the issued and outstanding shares of Implant Concierge, LLC (“Implant Concierge”), a dental company that provides virtual implant planning, surgical guide design services and manufactures and sells surgical guides. The Implant Concierge acquisition was completed primarily to expand our offerings in our guided surgery and digital dentistry portfolio. In the third quarter of 2019, we acquired all of the issued and outstanding shares of Hakuho Company, Ltd. (“Hakuho”), a dental distributor primarily distributing Zimmer Biomet products based in Japan. The Hakuho acquisition was completed primarily to transition the distributor to a direct selling model in Japan.

The total cash consideration paid for these acquisitions was $48.5 million. Additionally, we assigned fair values of $9.8 million at the acquisition dates for potential payments that are contingent on future product sales. The estimated fair value of the aggregate contingent payment liabilities was calculated based on the probability of achieving the specified sales growth and discounting to present value the estimated payments.

We recognized goodwill of $25.4 million combined for these acquisitions. The goodwill related to the acquisitions represents the excess of the consideration transferred over the fair value of the net assets acquired. The goodwill related to the acquisitions is generated from the operational synergies and cross-selling opportunities we expect to achieve from the technologies acquired. None of the goodwill related to these acquisitions is deductible for tax purposes.

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

11. Goodwill and Other Intangible Assets

The reportable segments presented below are based on historical operating and reportable segments and do not reflect the change in reportable segments effective in the second quarter of 2021. The following table summarizes the changes in the carrying amount of goodwill by historical reportable segment (in millions):

	Spine less Asia Pacific	Dental	Total
Balance at January 1, 2019			
Goodwill	$ 1,089.4	$ 387.3	$ 1,476.7
Accumulated impairment losses	(1,089.4)	—	(1,089.4)
	—	387.3	387.3
Acquisitions	—	12.6	12.6
Currency translation	—	(1.0)	(1.0)
Balance at December 31, 2019			
Goodwill	1,089.4	398.9	1,488.3
Accumulated impairment losses	(1,089.4)	—	(1,089.4)
	—	398.9	398.9
Acquisitions	—	12.8	12.8
Currency translation	—	4.0	4.0
Impairment	—	(142.0)	(142.0)
Balance at December 31, 2020			
Goodwill	1,089.4	415.7	1,505.1
Accumulated impairment losses	(1,089.4)	(142.0)	(1,231.4)
	$ —	$ 273.7	$ 273.7

As discussed further in Note 10, we purchased 3DIEMME in 2020 and Implant Concierge and Hakuho in 2019, resulting in additional goodwill.

Our only reporting unit with goodwill remaining is our dental reporting unit. As of March 31, 2020, we tested our dental reporting unit for impairment due to the significant adverse effect the COVID-19 pandemic was expected to have on our operating results. This resulted in a goodwill impairment charge of $142.0 million.

The impairment charge of $142.0 million was primarily driven by the COVID-19 pandemic. The COVID-19 pandemic had a significant adverse effect on both the operational and non-operational assumptions used to estimate the fair value of our dental reporting unit. The significant decline in Zimmer Biomet's share price and that of most other publicly-traded companies resulted in us utilizing a higher risk-adjusted discount rate compared to the rate used in our previous annual goodwill impairment test to discount our future estimated cash flows to present value. On an operational basis, due to the deferral of elective surgical procedures, at the time of the March 31, 2020 impairment test, we estimated that our cash flows in 2020 would be significantly lower than previously estimated in our prior annual goodwill impairment test. We estimated the cash flows from our dental reporting unit might have a slower recovery than other healthcare segments because many dental procedures are not covered by insurance. Therefore, we estimated that economic uncertainty would likely result in patients deferring dental procedures for a longer period of time. As of December 31, 2020, $273.7 million of goodwill remained in the dental reporting unit.

We estimated the fair value of the dental reporting unit 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 dental reporting unit and considers differences between our reporting unit and the comparable companies.

In estimating the future cash flows of the reporting unit, 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, innovative new product offerings and increased demand for cosmetic dentistry procedures. In the near term, the COVID-19 pandemic was expected to result in a decline to our revenue when compared to the same prior year periods. Significant company specific inputs included assumptions regarding how the reporting unit could leverage operating expenses as revenue grows and the impact any of our differentiated products or new products will have on revenues. The risk-adjusted discount rates we utilized use a combination of market and company-specific inputs. Market inputs included risk-free interest rates, equity risk and debt-to-equity values of similar companies, as well as other market inputs. Company-specific inputs considered how our specific reporting unit may differ from the market assumptions.

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.

We perform our annual test of goodwill impairment in the fourth quarter of every year. In connection with the 2020 annual goodwill impairment test in the fourth quarter of 2020, we estimated the fair value of our dental reporting unit using the income and market approaches. The estimated fair value of our reporting unit increased in the fourth quarter impairment test compared to the March 31, 2020 test due to the negative effects on discounted cash flows from the COVID-19 pandemic forecasted for second and third quarters of 2020 no longer being in the future cash flow estimates. As a result, the estimated fair value of our dental reporting unit exceeded its carrying value by more than 10 percent.

We will continue to monitor the fair value of our dental reporting unit in our interim and annual reporting periods. If our estimated cash flows decrease, we may have to record further impairment charges in the future. Factors that could result in our cash flows being lower than our current estimates include: 1) the COVID-19 pandemic causes elective surgical procedures to be deferred longer than our estimates, or additional recurrence of the virus causes additional deferrals of elective surgical procedures, 2) decreased revenues caused by unforeseen changes in the dental market, or our inability to generate new product revenue from our research and development activities, and 3) 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.

During the year ended December 31, 2018, we recorded goodwill impairment charges related to our spine reporting units of $411.7 million.

The spine reporting units included goodwill from significant mergers in 2015 and 2016, as well as goodwill that existed prior to those mergers. The forecasts used to recognize the goodwill related to the 2015 and 2016 mergers assumed cross sale opportunities of the combined businesses would enable the reporting unit to grow faster than the overall spine market. The primary drivers of the impairments were lower than expected sales due to sales force integration issues and additional complexities of combining the spine product supply chains of the combined companies. As a result, in our forecasts we estimated it would take longer than originally anticipated to realize the benefits of the mergers. We estimated our spine sales were currently growing below overall market growth. Consequently, we lowered our expectations of future sales growth.

The fair value for the 2018 impairment charges were estimated using income and market approaches similar to the 2020 test for the dental reporting unit.

The components of identifiable intangible assets were as follows (in millions):

	Technology	Trademarks and Trade Names	Customer Relationships	Other	Total
As of December 31, 2020:					
Intangible assets subject to amortization:					
Gross carrying amount	$ 909.9	$ 149.9	$ 395.0	$ 55.2	$1,510.0
Accumulated amortization	(373.8)	(49.2)	(150.0)	(46.0)	(619.0)
Total identifiable intangible assets	$ 536.1	$ 100.7	$ 245.0	$ 9.2	$ 891.0
As of December 31, 2019:					
Intangible assets subject to amortization:					
Gross carrying amount	$ 867.8	$ 142.1	$ 377.6	$ 47.4	$1,434.9
Accumulated amortization	(316.7)	(38.1)	(119.4)	(43.3)	(517.5)
Total identifiable intangible assets	$ 551.1	$ 104.0	$ 258.2	$ 4.1	$ 917.4

As discussed further in Note 10, the Company purchased 3DIEMME in 2020 and Implant Concierge and Hakuho in 2019, resulting in additional intangible assets.

Estimated annual amortization expense based upon intangible assets recognized as of December 31, 2020 for the years ending December 31, 2021 through 2025 is (in millions):

For the Years Ending December 31,	
2021	$82.8
2022	82.8
2023	82.4
2024	81.3
2025	78.4

12. Other Current Liabilities

Other current liabilities consisted of the following (in millions):

	As of December 31, 2020	2019
Other current liabilities:		
License and service agreements	$ 42.6	$ 46.2
Salaries, wages and benefits	40.5	38.2
Lease liabilities	14.0	12.8
Accrued liabilities	55.2	44.5
Total other current liabilities	$152.3	$141.7

13. Debt Due to Parent

Zimmer Biomet utilizes a centralized approach to cash management and the financing of its operations. As part of the capitalization of various wholly-owned Zimmer Biomet subsidiaries, debt has been incurred between these subsidiaries. We have classified any borrowings by subsidiaries that will be our affiliate after the spin-off that are payable to subsidiaries that will remain with Zimmer Biomet as Debt Due to Parent. These balances are expected to be settled in cash. Debt Due to Parent consisted of the following (in millions):

	As of December 31, 2020	2019
Current portion of Debt Due to Parent	$ 17.6	$ —
Non-Current portion of Debt Due to Parent	$ 4.9	$ 16.8

The current portion of Debt Due to Parent has maturity dates from February 2021 through September 2021. The non-current portion of Debt Due to Parent matures on December 31, 2022. The borrowings from the Parent bear interest at various rates ranging from 1.3% to 5.0%, which may not be indicative of rates if transacted with an unrelated third party.

Interest expense was $0.4 million, $0.2 million and $0.2 million in the years ended December 31, 2020, 2019 and 2018, respectively.

14. Retirement Benefit Plans

We sponsor defined contribution plans for substantially all of the employees in the United States and certain employees in other countries. The benefits offered under these plans are reflective of local customs and practices in the countries concerned. We expensed $6.1 million, $6.6 million and $6.4 million related to these plans for the years ended December 31, 2020, 2019 and 2018, respectively.

15. Income Taxes

The tax provisions have been prepared on a separate return basis as if the Company was a separate group of companies under common ownership. The operations have been combined as if the Company was filing on a combined basis for U.S. federal, U.S. state and non-U.S. income tax purposes, where allowable by law.

The components of loss before income taxes consisted of the following (in millions):

	For the Years Ended December 31,		
	2020	2019	2018
United States operations	$ (137.6)	$ 36.4	$ (69.0)
Foreign operations	(83.8)	(64.2)	(405.3)
Total	$ (221.4)	$ (27.8)	$ (474.3)

The (benefit)/provision for income taxes and the income taxes paid consisted of the following (in millions):

Current:			
Federal	$(30.0)	$ 12.8	$ 4.2
State	2.9	0.6	2.5
Foreign	7.0	5.2	6.7
	(20.1)	18.6	13.4
Deferred:			
Federal	(2.9)	(2.3)	(8.2)
State	(1.2)	(0.7)	(0.9)
Foreign	(18.2)	(15.4)	(19.1)
Total deferred taxes	(22.3)	(18.4)	(28.2)
Benefit for income taxes	$(43.9)	$ 0.2	$(14.8)
Net income taxes paid	$ 4.7	$ 8.4	$ 9.2

A reconciliation of the income tax benefit at the U.S. statutory income tax rate to our income tax benefit is as follows (in millions):

	For the Years Ended December 31,		
	2020	2019	2018
Income tax benefit at the U.S. statutory rate	$ (46.5)	$ (5.8)	$ (99.6)
State taxes, net of federal deduction	1.7	0.4	1.6
Tax impact of foreign operations, including U.S. taxes on international income and foreign tax credits	(0.8)	8.2	(5.0)
Change in valuation allowance	7.4	(1.9)	1.3
Non-deductible expenses	0.9	1.0	0.7
Goodwill impairment	29.8	—	86.6
Tax rate change	(6.5)	(0.8)	2.4
R&D tax credit	(0.6)	(0.8)	(1.0)
Share-based compensation	—	(0.6)	(0.4)
Net uncertain tax positions, including interest and penalties	(26.2)	1.6	0.3
Other	(1.6)	(1.1)	(1.7)
Income tax (benefit) provision	$ (42.4)	$ 0.2	$ (14.8)

The components of deferred taxes consisted of the following (in millions):

	As of December 31,	
	2020	2019
Deferred tax assets:		
Inventory	$ 71.8	$ 78.4
Net operating loss carryover	31.0	22.4
Tax credit carryover	1.8	1.7
Product liability and litigation	0.9	1.0
Accrued liabilities	4.6	4.5
Share-based compensation	1.6	2.0
Accounts receivable	4.1	3.3
Other	0.4	0.1
Total deferred tax assets	116.2	113.4
Less: Valuation allowances	(29.7)	(21.9)
Total deferred tax assets after valuation allowances	86.5	91.5
Deferred tax liabilities:		
Fixed assets	$ 17.7	$ 18.4
Intangible assets	212.0	223.7
Other	—	0.1
Total deferred tax liabilities	229.7	242.2
Total net deferred income taxes	$(143.2)	$(150.7)

At December 31, 2020, net operating loss and tax credit carryovers available to reduce future federal, state and foreign taxable earnings consisted of the following (in millions):

Expiration Period	Net operating loss carryover	Tax credit carryover
2021-2025	$ —	$ —
2026-2030	11.6	1.7
2031-2040	2.7	0.1
Indefinite	16.7	—
Total	$ 31.0	$ 1.8
Valuation allowances	$ 27.9	$ 1.8

We intend to repatriate cash when the additional tax related to remitting earnings is deemed immaterial as a portion of these earnings has already been taxed as toll tax or GILTI and is not subject to further U.S. federal tax. Portions of the additional tax would also be offset by allowable foreign tax credits. We have $2.0 billion earned overseas that is expected to be permanently reinvested outside of the United States and accordingly no deferred tax liability has been recorded. If we decide at a later date to repatriate these earnings to the United States, we would be required to provide for the net tax effects on these amounts. We expect the majority of these unremitted earnings would be subject to federal tax, state tax, in addition to withholding tax in many jurisdictions. The exact amount of the tax cost to remit these earnings is not determinable.

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits (in millions):

	For the Years Ended December 31,		
	2020	2019	2018
Balance at January 1	$ 69.2	$ 69.6	$ 71.2
Decreases related to prior periods	—	—	(1.2)
Increases related to current period	0.1	0.1	0.2
Decreases related to lapse of statute of limitations	(22.4)	(0.5)	(0.6)
Balance at December 31	$ 46.9	$ 69.2	$ 69.6
Amounts impacting effective tax rate, if recognized balance at December 31	$ 46.3	$ 68.2	$ 68.6
Interest and penalty expense related to unrecognized tax benefits	$ (5.5)	$ 2.9	$ 2.7
Total accrued interest and penalties balance at December 31	$ 7.4	$ 12.9	$ 9.9

We operate on a global basis and are subject to numerous and complex tax laws and regulations. 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 within the next twelve months due to changes in audit status, expiration of statutes of limitations, settlements of tax assessments and other events. The Company does not expect a material change in unrecognized tax benefits over the next twelve months based on the current examination status.

We are under continuous audit by the Internal Revenue Service (“IRS”) and other taxing authorities. During the course of these audits, we receive proposed adjustments from taxing authorities that may be material. Therefore, there is a possibility that an adverse outcome in these audits could have a material effect on our results of operations and financial condition. Our U.S. Federal income tax returns have been audited through 2012 and are currently under audit for years 2013-2015 and 2016-2019. The IRS started a routine examination of our 2016-2019 U.S. Federal income tax returns in November 2020.

State income tax returns are generally subject to examination for a period of 3 to 5 years after filing of the respective return. The state impact of any federal changes generally remains subject to examination by various states for a period of up to one year after formal notification to the states. We have various state income tax return positions in the process of examination, administrative appeals or litigation.

In other major jurisdictions, open years are generally 2012 or later.

16. Segment Data

Zimmer Biomet's chief operating decision maker ("CODM") reviews our operating results as part of multiple Zimmer Biomet operating segments. As we are transitioning into an independent, publicly traded company, we consider our Chief Executive Officer our CODM. In the second quarter of 2021, he evaluated how he intends to allocate resources to achieve our operating profit goals and review business performance. As a result of that evaluation, beginning in the second quarter, we operate through two operating segments, 1) the spine product segment, and 2) the dental product segment. Our operating segments are a change from how the Zimmer Biomet CODM reviews our operating results. Our two operating segments also constitute our reportable segments.

Beginning in the second quarter of 2021, our CODM evaluates performance based upon segment operating profit exclusive of certain expenses or gains that our CODM does not include when evaluating segment performance. These expenses and gains include related party transactions; expenses incurred by us related to Parent's products and operating expenses pertaining to intangible asset amortization, goodwill impairment; restructuring expenses; acquisition, integration, divestiture and related expenses; and other various charges. Other various charges include share-based compensation, third-party costs incurred to establish initial compliance for previously-approved products with the EU MDR, third-party costs related to our compliance with a deferred prosecution agreement between Zimmer Biomet and the DOJ, allocation of costs from the 2019 Restructuring Plan, allocation of costs related to Zimmer Biomet's integration activities of acquired businesses, and the impact from excess and obsolete inventory on certain product lines we intend to discontinue, as well as other expenses. Intercompany transactions have been eliminated from segment operating profit. The information presented in all of the years below is in accordance with this reportable segment operating profit structure.

Our CODM does not review asset information by operating segment.

Net sales and other information by segment is as follows (in millions):

	Net Sales Year Ended December 31,			Operating (Loss) Profit Year Ended December 31,			Depreciation and Amortization Year Ended December 31,		
	2020	2019	2018	2020	2019	2018	2020	2019	2018
Spine	$529.1	$ 607.6	$ 633.7	$ 56.2	$ 67.3	$ 52.4	$ 39.9	$ 42.0	$ 41.6
Dental	367.8	414.0	411.2	39.8	66.3	94.6	4.2	4.4	4.8
Segment Total	896.9	1,021.6	1,044.9	96.0	133.6	147.0	44.1	46.4	46.4
Related party transactions	15.5	33.9	54.2	(54.6)	(46.3)	(37.6)	—	—	—
Expenses related to Parent products	—	—	—	(8.2)	(4.7)	(12.4)	—	—	—
Intangible asset amortization	—	—	—	(85.5)	(83.4)	(95.2)	85.5	83.4	95.2
Goodwill impairment	—	—	—	(142.0)	—	(411.7)	—	—	—
Restructuring	—	—	—	(9.7)	(1.8)	—	—	—	—
Acquisition, integration, divestiture and related	—	—	—	(2.2)	(3.2)	(30.8)	—	—	—
Other	—	—	—	(16.4)	(22.0)	(32.8)	4.7	5.3	6.1
Total	$912.4	$1,055.5	$1,099.1	$(222.6)	$ (27.8)	$(473.5)	$134.3	$135.1	$147.7

We conduct business in the following countries that hold 10 percent or more of our total combined property, plant and equipment, net (in millions):

	As of December 31,	
	2020	2019
United States	$130.4	$148.3
Other countries	53.0	55.2
Property, plant and equipment, net	$183.4	$203.5

U.S. sales were $615.7 million, $697.6 million, and $713.7 million for the years ended December 31, 2020, 2019 and 2018, respectively. Sales within any other individual country were less than 10 percent of our combined sales in each of those years. No single customer accounted for 10 percent or more of our sales in the years ended December 31, 2020, 2019 and 2018.

17. Leases

We lease most of our manufacturing facilities, various office space, vehicles and other less significant assets throughout the world. Our contracts contain a lease if they convey a right to control the use of an identified asset, either explicitly or implicitly, in exchange for consideration. As allowed by GAAP, we have elected not to recognize a right-of-use asset nor a lease liability for leases with an initial term of twelve months or less. Additionally, we have elected not to separate non-lease components from the leased components in the valuation of our right-of-use asset and lease liability for all asset classes. Our lease contracts are a necessary part of our business, but we do not believe they are significant to our overall operations. We do not have any significant finance leases. Additionally, we do not have significant leases: where we are considered a lessor; where we sublease our assets; with an initial term of twelve months or less; with related parties; with residual value guarantees; that impose restrictions or covenants on us; or that have not yet commenced, but create significant rights and obligations against us.

Our real estate leases generally have terms of between five to ten years and contain lease extension options that can vary from month-to-month extensions to up to five-year extensions. We include extension options in our lease term if we are reasonably certain to exercise that option. In determining whether an extension is reasonably certain, we consider the uniqueness of the property for our needs, the availability of similar properties, whether the extension period payments remain the same or may change due to market rates or fixed price increases in the contract, and other economic factors. Our vehicle leases generally have terms of between three to five years and contain lease extension options on a month-to-month basis. Our vehicle leases are generally not reasonably certain to be extended.

Under GAAP, we are required to discount our lease liabilities to present value using the rate implicit in the lease, or our incremental borrowing rate for a similar term as the lease term if the implicit rate is not readily available. We generally do not have adequate information to know the implicit rate in a lease and therefore use our incremental borrowing rate. Under GAAP, the incremental borrowing rate must be on a collateralized basis, but our debt arrangements are unsecured. We have determined our incremental borrowing rate by using our credit rating to estimate our unsecured borrowing rate and applying reasonable assumptions to reduce the unsecured rate for a risk adjustment effect from collateral.

We adopted ASU 2016-02 – Leases (Topic 842) effective January 1, 2019. Since we adopted the new standard using the period of adoption transition method, we are not required to present 2018 comparative disclosures under the new standard. However, we are required to present the required annual disclosures under the previous GAAP lease accounting standard.

In our combined financial statements, we have recognized the right-of-use assets and lease liabilities and related expense of leases that are expected to transfer to ZimVie at closing of the spin-off. For leases that we share with

Zimmer Biomet and will remain the responsibility of Zimmer Biomet, no assets nor liabilities have been recognized on our combined balance sheets and any lease expense has been included in allocated costs from Zimmer Biomet.

Information on our leases is as follows ($ in millions):

	For the Years Ended December 31,	
	2020	2019
Lease cost	$ 14.9	$ 14.2
Cash paid for leases recognized in operating cash flows	$ 14.3	$ 13.6
Right-of-use assets obtained in exchange for new lease liabilities	$ 9.2	$ 4.4

Total lease cost for 2018 was $15.6 million.

	As of December 31,	
	2020	2019
Right-of-use assets recognized in Other assets	$ 59.4	$ 61.2
Lease liabilities recognized in Other current liabilities	$ 14.0	$ 12.8
Long-term lease liabilities	$ 52.6	$ 56.2
Weighted-average remaining lease term	5.7 years	6.4 years
Weighted-average discount rate	2.9%	3.1%

Our variable lease costs are not significant.

Our future minimum lease payments as of December 31, 2020 were (in millions):

For the Years Ending December 31,	
2021	$15.6
2022	13.0
2023	11.8
2024	11.0
2025	8.4
Thereafter	12.9
Total	72.7
Less imputed interest	6.1
Total	$66.6

18. Commitments and Contingencies

We are subject to contingencies, such as various claims, legal proceedings and investigations regarding product liability, intellectual property, commercial, and other matters that arise in the normal course of 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 record liabilities for loss contingencies when it is probable that a loss has been incurred and the amount can be reasonably estimated. For matters where a loss is believed to be reasonably possible, but not probable, no accrual has been made. Legal defense costs expected to be incurred in connection with a loss contingency are accrued when probable and reasonably estimable. The recorded accrual balance for loss contingencies was approximately $5.7 million and $5.9 million as of December 31, 2020 and 2019, respectively. Initiation of new legal proceedings or a change in the status of existing proceedings may result in a change in the estimated loss accrued.

Subject to certain exceptions specified in the separation agreement by and between us and Zimmer Biomet, we assumed the liability for, and control of, all pending and threatened legal matters related to its business, including liabilities for any claims or legal proceedings related to products that had been part of its business, but were discontinued prior to the distribution, as well as assumed or retained liabilities, and will indemnify Zimmer Biomet for any liability arising out of or resulting from such assumed legal matters.

19. Related Party Transactions

We have not historically operated as a standalone business and have various relationships with Zimmer Biomet whereby Zimmer Biomet provides services. The following disclosures summarize activity between us and Zimmer Biomet that are included in the combined financial statements.

Corporate Overhead and Other Allocations from Zimmer Biomet

Zimmer Biomet provides certain services, which include, but are not limited to, executive oversight, treasury, finance, legal, human resources, tax planning, internal audit, financial reporting, information technology, and other corporate departments. Some of these services will continue to be provided by Zimmer Biomet to ZimVie on a temporary basis after the separation is completed under a transition services agreement. These expenses have been allocated based on direct usage or benefit where specifically identifiable, with the remainder allocated on a proportional cost allocation method based primarily on net trade sales, as applicable. When specific identification is not practicable, a proportional cost method was used primarily based on sales.

Corporate allocations reflected in the combined statements of earnings are as follows (in millions):

	For the Years Ended December 31,		
	2020	2019	2018
Cost of products sold	$ 3.1	$ 0.1	$ 0.1
Selling, general & administrative	69.9	72.3	74.3

Management believes that the methods used to allocate expenses to the Company are a reasonable reflection of the utilization of services provided to, or the benefit derived by, the Company during the periods presented. However, the allocations may not necessarily reflect the combined financial position, results of operations and cash flows in the future or what they would have been had the Company been a separate, standalone entity during the periods presented.

Share-Based Compensation

As discussed in Note 5, our employees participate in Zimmer Biomet's share-based compensation plans, the costs of which have been allocated and recorded in cost of products sold, research and development, and selling, general and administrative expenses in the combined statements of earnings. Share-based compensation costs related to our employees were $5.9 million, $7.1 million and $5.6 million for the years ended December 31, 2020, 2019 and 2018, respectively.

Centralized Cash Management

Zimmer Biomet uses a centralized approach to cash management and financing of operations. The majority of our subsidiaries are party to Zimmer Biomet's cash pooling arrangements with several financial institutions to maximize the availability of cash for general operating and investing purposes. Under these cash pooling arrangements, cash balances are swept regularly from our accounts. Cash transfers to and from Zimmer Biomet's cash concentration accounts and the resulting balances at the end of each reporting period are reflected in net parent company investment and net transactions with Zimmer Biomet in the combined balance sheets and statements of cash flows, respectively.

Manufacturing Services to Zimmer Biomet

We have certain manufacturing facilities that also produce orthopedic products that will continue to be sold by Zimmer Biomet after the separation. The combined statements of earnings reflect the sales of these orthopedic products with Zimmer Biomet (in millions):

	For the Years Ended December 31,		
	2020	2019	2018
Related party net sales	$ 15.5	$ 33.9	$ 54.2
Related party cost of products sold, excluding intangible asset amortization	10.2	24.5	37.2

Debt Due to Parent

We had the following debt due to Zimmer Biomet (in millions):

	As of December 31,	
	2020	2019
Current Portion of Debt Due to Parent	$ 17.6	$ —
Non-Current Portion of Debt Due to Parent	4.9	16.8

Interest expense recognized on Debt Due to Parent in our combined statements of net earnings was $0.4 million, $0.2 million and $0.2 million in the years ended December 31, 2020, 2019 and 2018, respectively. Refer to Note 13 for further detail.

Net Parent Company Investment

As discussed in the basis of presentation in Note 1, net parent company investment is primarily impacted by contributions from Zimmer Biomet as a result of treasury activities and net funding provided by or distributed to Zimmer Biomet. The components of net parent company investment are:

	For the Years Ended December 31,		
	2020	2019	2018
Cash pooling and general financing activities	$ 116.8	$ 113.8	$ 135.9
Corporate cost allocations	(73.0)	(72.4)	(74.4)
Net transactions with Zimmer Biomet reflected in the Combined Statements of Cash Flows	43.8	41.4	61.5
Share-based compensation expense	(5.9)	(7.1)	(5.6)
Other non-cash adjustments	3.5	(5.4)	(6.8)
Net transactions with Parent reflected in the Combined Statements of Changes in Net Parent Investment	$ 41.4	$ 28.9	$ 49.1

20. Subsequent events

These combined financial statements were derived from the financial statements of Zimmer Biomet, which issued its annual financial statements for the fiscal year ended December 31, 2020 on February 22, 2021. Accordingly, the Company has evaluated transactions for consideration as recognized subsequent events in these financial statements through the date of February 22, 2021. Additionally, the Company has evaluated transactions that occurred through August 9, 2021, the date these financial statements were available for issuance, for the purposes of unrecognized subsequent events. In connection with the reissuance of the financial statements for the change in reporting entity, the Company has evaluated subsequent events through November 12, 2021, the date the financial statements were available to be reissued.

Schedule II. Valuation and Qualifying Accounts (in millions):

Description	Balance at Beginning of Period	Additions Charged (Credited) to Expense	Deductions / Other Additions to Reserve	Effects of Foreign Currency	Balance at End of Period
Allowance for Credit Losses:					
Year Ended December 31, 2018	$ 25.2	$ 5.8	$ (5.1)	$ (0.4)	$ 25.5
Year Ended December 31, 2019	25.5	6.1	(11.9)	(0.1)	19.6
Year Ended December 31, 2020	19.6	2.7	(3.7)(1)	0.3	18.9
Deferred Tax Asset Valuation Allowances:					
Year Ended December 31, 2018	$ 20.2	$ 2.9	$ 0.6 (2)	$ (1.4)	$ 22.3
Year Ended December 31, 2019	22.3	0.1	(0.1)(2)	(0.4)	21.9
Year Ended December 31, 2020	21.9	7.5	(0.6)(2)	0.9	29.7

(1) Includes the $1.0 cumulative-effect adjustment related to the adoption of ASU 2016-13, Financial Instruments – Credit Losses (Topic 326).

(2) Primarily relate to amounts generated by tax rate changes or current year activity which have offsetting changes to the associated attribute and therefore there is no resulting impact on tax expense in the combined financial statements.

Other financial statement schedules are omitted because they are not applicable or the required information is shown in the financial statements or the notes thereto.

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF EARNINGS
(in millions, unaudited)

	For the Nine Months Ended September 30,	
	2021	2020
Net Sales		
Third party, net	$ 748.2	$ 625.2
Related party, net	4.8	12.3
Total Net Sales	753.0	637.5
Cost of products sold, excluding intangible asset amortization	256.4	212.6
Related party cost of products sold, excluding intangible asset amortization	3.5	8.2
Intangible asset amortization	65.0	63.4
Research and development	43.9	36.1
Selling, general and administrative	405.1	391.2
Goodwill impairment	—	142.0
Restructuring	2.3	9.5
Acquisition, integration, divestiture and related	12.0	1.7
Operating expenses	788.2	864.7
Operating Loss	(35.2)	(227.2)
Other income (expense), net	(0.4)	0.9
Interest expense, net	(0.3)	(0.2)
Loss before income taxes	(35.9)	(226.5)
(Benefit) provision for income taxes	(1.3)	(11.0)
Net Loss	(34.6)	(215.5)
Less: Net earnings attributable to noncontrolling interest	—	0.1
Net Loss of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$ (34.6)	$ (215.6)

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in millions, unaudited)

	For the Nine Months Ended September 30,	
	2021	2020
Net Loss	$(34.6)	$(215.5)
Other Comprehensive Income (Loss):		
Foreign currency cumulative translation adjustments, net of tax	(33.9)	19.3
Total Other Comprehensive Income (Loss)	(33.9)	19.3
Comprehensive Loss	(68.5)	(196.2)
Comprehensive Income Attributable to Noncontrolling Interest	—	0.1
Comprehensive Loss Attributable to the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	$(68.5)	$(196.3)

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
CONDENSED COMBINED BALANCE SHEETS
(in millions, unaudited)

	As of September 30, 2021	As of December 31, 2020
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 24.1	$ 27.4
Accounts receivable, less allowance for credit losses	170.2	193.7
Inventories	274.7	283.0
Prepaid expenses and other current assets	22.7	21.9
Total Current Assets	491.7	526.0
Property, plant and equipment, net	180.7	183.4
Goodwill	269.3	273.7
Intangible assets, net	797.4	891.0
Other assets	69.8	75.1
Total Assets	$ 1,808.9	$ 1,949.2
LIABILITIES AND EQUITY		
Current Liabilities:		
Accounts payable	$ 40.5	$ 49.7
Income taxes payable	6.7	6.6
Other current liabilities	121.5	152.3
Current portion of debt due to parent	33.0	17.6
Total Current Liabilities	201.7	226.2
Deferred income taxes, net	133.2	155.2
Lease liability	46.1	52.7
Other long-term liabilities	20.7	19.7
Non-current portion of debt due to parent	4.9	4.9
Total Liabilities	406.6	458.7
Commitments and Contingencies (Note 16)		
Equity:		
Net parent company investment	1,431.7	1,486.0
Accumulated other comprehensive income (loss)	(29.4)	4.5
Total equity of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	1,402.3	1,490.5
Noncontrolling interest	—	—
Total Equity	1,402.3	1,490.5
Total Liabilities and Equity	$ 1,808.9	$ 1,949.2

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF CHANGES IN NET PARENT INVESTMENT
(in millions, unaudited)

	Net Parent Company Investment	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Equity
Balance January 1, 2020	$ 1,707.5	$ (40.3)	$ 0.9	$1,668.1
Net loss	(215.6)	—	0.1	(215.5)
Adoption of new accounting standard	(1.0)	—	—	(1.0)
Net transactions with Zimmer Biomet	30.2	—	—	30.2
Other comprehensive income	—	19.3	—	19.3
Balance September 30, 2020	1,521.1	(21.0)	1.0	1,501.1
Balance January 1, 2021	1,486.0	4.5	—	1,490.5
Net loss	(34.6)	—	—	(34.6)
Net transactions with Zimmer Biomet	(19.7)	—	—	(19.7)
Other comprehensive income	—	(33.9)	—	(33.9)
Balance September 30, 2021	$ 1,431.7	$ (29.4)	$ —	$1,402.3

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
CONDENSED COMBINED STATEMENTS OF CASH FLOWS
(in millions, unaudited)

	For the Nine Months Ended September 30,	
	2021	2020
Cash flows provided by (used in) operating activities:		
Net loss	$(34.6)	$(215.5)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	95.7	100.2
Goodwill impairment	—	142.0
Share-based compensation	2.9	4.9
Changes in operating assets and liabilities, net of acquired assets and liabilities		
Income taxes	(14.1)	(21.5)
Receivables	19.8	3.5
Inventories	6.4	(6.6)
Accounts payable and accrued liabilities	(22.2)	(14.4)
Other assets and liabilities	(11.0)	1.7
Net cash provided by (used in) operating activities	42.9	(5.7)
Cash flows used in investing activities:		
Additions to instruments	(19.8)	(23.1)
Additions to other property, plant and equipment	(14.4)	(3.7)
Other investing activities	(3.7)	(2.6)
Net cash used in investing activities	(37.9)	(29.4)
Cash flows (used in) provided by financing activities:		
Net transactions with Zimmer Biomet	1.3	29.4
Net cash flows from unremitted collections from factoring programs	—	(0.9)
Repayments of debt due to parent	(8.0)	(0.7)
Other financing activities	(0.8)	—
Net cash (used in) provided by financing activities	(7.5)	27.8
Effect of exchange rates on cash and cash equivalents	(0.8)	(0.9)
Decrease in cash and cash equivalents	(3.3)	(8.2)
Cash and cash equivalents, beginning of year	27.4	37.0
Cash and cash equivalents, end of period	$ 24.1	$ 28.8

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

THE SPINE AND DENTAL BUSINESSES OF ZIMMER BIOMET HOLDINGS, INC.
NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS
(Unaudited)

1. Background, Nature of Business and Basis of Presentation

Background

On February 5, 2021, Zimmer Biomet Holdings Inc. ("Zimmer Biomet" or the "Parent") announced its intention to spin off the Parent's Spine and Dental businesses to form a new and independent publicly traded company, ZimVie, Inc. ("ZimVie"). References to "ZimVie", the "Company," "we," "us" and "our" and other similar terms throughout the condensed combined financial statements refer to the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc. The transaction is intended to qualify as a tax-free distribution, for U.S. federal income tax purposes, to U.S. shareholders of new publicly traded stock in the Company.

We expect the transaction to be completed during our first quarter of fiscal year 2022, subject to the satisfaction of certain conditions including, among others, final approval of Zimmer Biomet's Board of Directors, receipt of a favorable opinion and Internal Revenue Service ruling with respect to the tax-free nature of the transaction, and the effectiveness of a Form 10 registration statement that will be filed with the U.S. Securities and Exchange Commission ("SEC"). There can be no assurance regarding the ultimate timing of the proposed transaction or that the transaction will be completed.

Nature of Business

Our operations are principally managed on a products basis and include two operating segments, 1) the Spine products segment, and 2) the Dental products segment.

In the Spine products market, our core services include designing, manufacturing and distributing medical devices and surgical instruments to deliver comprehensive solutions for individuals with back or neck pain caused by degenerative conditions, deformities or traumatic injury of the spine. We also provide devices that promote bone healing. Differentiated products in our Spine portfolio include Mobi-C® Cervical Disc and The Tether™.

In the Dental products market, our core services include manufacturing and/or distributing dental reconstructive implants—for individuals who are totally without teeth or are missing one or more teeth, dental prosthetic products—aimed at providing a more natural restoration to resemble the original teeth and dental regenerative products—for soft tissue and bone rehabilitation. Our key products include the T3® Implant, Tapered Screw-Vent Implant System, Trabecular Metal™ Dental Implant, BellaTek Encode Impression System and Puros Allograft Particulate.

Basis of Presentation

The financial data presented herein is unaudited and should be read in conjunction with the condensed combined financial statements and accompanying notes for the year ended December 31, 2020.

In our opinion, the accompanying unaudited condensed combined 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, 2020 condensed combined balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. Results for interim periods should not be considered indicative of results for the full year.

We have historically existed and functioned as part of the consolidated business of Zimmer Biomet. The accompanying condensed combined financial statements are prepared on a standalone basis and are derived from Zimmer Biomet's consolidated financial statements and accounting records.

The carve-out financial statements and accounting records present the condensed combined balance sheets as of September 30, 2021 and December 31, 2020 and the condensed combined statements of earnings, condensed combined statements of comprehensive income (loss), condensed combined statements of changes in net parent investment and condensed combined statements of cash flows for the nine-month periods ended September 30, 2021 and 2020.

The condensed combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The condensed combined statements of earnings include all revenues and costs directly attributable to our business, including costs for facilities, functions, and services we utilize. The condensed combined statements of earnings also include an allocation of expenses related to certain Zimmer Biomet commercial and corporate functions, including distribution, quality, regulatory, information technology, finance, executive, human resources and legal. These expenses have been allocated based on direct usage or benefit where specifically identifiable, with the remainder allocated on a proportional cost allocation method based primarily on net sales, as applicable. Management considers the expense methodology and resulting allocation to be reasonable for all periods presented; however, the allocations may not be indicative of actual expense that would have been incurred had we operated as an independent, publicly traded company for the periods presented. Actual costs that we may have incurred had we been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by our employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

The income tax amounts in the condensed combined financial statements have been calculated on a separate return method and presented as if our operations were separate taxpayers in the respective jurisdictions.

Following the spin-off, certain functions that Zimmer Biomet provided to us prior to the spin-off will either continue to be provided to us by Zimmer Biomet under a transition services agreements or will be performed using our own resources or third-party service providers. Additionally, under manufacturing and supply agreements, we will manufacture certain products for Zimmer Biomet and Zimmer Biomet will manufacture certain products for us. We expect to incur certain costs to establish ourselves as a standalone public company, as well as ongoing additional costs associated with operating as an independent, publicly traded company.

The condensed combined balance sheets include assets and liabilities that have been determined to be specifically identifiable or otherwise attributable to us, including certain assets that were historically held at the corporate level in Zimmer Biomet. All intercompany accounts and transactions within the Company have been eliminated. All transactions between us and Zimmer Biomet previously resulting in intercompany balances are considered to be effectively settled in the condensed combined financial statements at the time the transaction is recorded. The total net effect of the settlement of these transactions is reflected in the condensed combined statement of cash flows as a financing activity and in the condensed combined balance sheets as net parent company investment. See Note 17 for additional information on related party transactions with Zimmer Biomet.

Zimmer Biomet maintains various employee benefits plans which the Company's employees participate in, and a portion of the costs associated with these plans has been included in the Company's condensed combined financial statements. The condensed combined balance sheets do not include assets and liabilities relating to these plans because the Parent is the plan sponsor.

Our equity balance in these condensed combined financial statements represents the excess of total assets over liabilities including the due to/from balances between us and Zimmer Biomet (net parent company investment) and accumulated other comprehensive income (loss) ("AOCI"). Net parent company investment is primarily impacted by contributions from Zimmer Biomet which are the result of treasury activities and net funding provided by or distributed to Zimmer Biomet. Our AOCI as of January 1, 2018 is based on the currency translation historically recorded on our specific assets and liabilities. Foreign currency translation recorded

during the nine-month periods ended September 30, 2021 and 2020 is based on currency movements specific to our condensed combined financial statements.

Zimmer Biomet utilizes a central approach to treasury management and we historically participated in related cash pooling arrangements. Our cash and cash equivalents on the condensed combined balance sheets represent cash balances from standalone entities who did not participate in such arrangements. We have no third-party borrowings. All borrowings by us due to Zimmer Biomet attributable to our business are recorded as "debt due to parent" in the condensed combined balance sheets and classified as current or noncurrent based on loan maturity dates. Zimmer Biomet's third-party debt and related interest expense have not been attributed to us because we are not the legal obligor of the debt and the borrowings are not specifically identifiable to us. However, in connection with the spin-off, we expect to incur indebtedness and such indebtedness would result in additional interest expense in future periods.

2. Revision of Financial Statements

We discovered an error that affected our condensed combined balance sheet as of September 30, 2021 and our condensed combined statement of changes in net parent investment and condensed combined statement of cash flows for the nine-month period ended September 30, 2021. The error related to cash received by a ZimVie entity related to products remaining with Zimmer Biomet that was recorded as a reduction of our account receivables, but should have been applied to Zimmer Biomet accounts receivable. The cash received by this ZimVie entity participates in a Zimmer Biomet cash pooling arrangement and therefore our cash balance was not affected by this error. As a result, our accounts receivable and net parent investment were understated on our condensed combined balance sheet as of September 30, 2021.

We assessed the materiality of the accounts receivable misstatement on prior periods' combined financial statements in accordance with Securities and Exchange Commission (the "SEC") Staff Accounting Bulletin ("SAB") Topic 1.M, Materiality, codified in Accounting Standards Codification Topic 250, Accounting Changes and Error Corrections, and concluded that the error was not material to the prior periods. However, we determined it appropriate to revise our accompanying condensed combined balance sheet as of September 30, 2021 and our condensed combined statement of changes in net parent investment and condensed combined statement of cash flows for the nine-month period ended September 30, 2021 to correct for this error.

Following is a summary of the financial statement line items impacted by these revisions (in millions):

Revisions to the Condensed Combined Balance Sheet

	September 30, 2021		
	As Reported	Adjustment	As Revised
Accounts Receivable, less allowance for credit losses	$ 159.7	$ 10.5	$ 170.2
Total Current Assets	481.2	10.5	491.7
Total Assets	1,798.4	10.5	1,808.9
Net parent company investment	1,421.2	10.5	1,431.7
Total equity of the Spine and Dental Businesses of Zimmer Biomet Holdings, Inc.	1,391.8	10.5	1,402.3
Total Equity	1,391.8	10.5	1,402.3
Total Liabilities and Equity	1,798.4	10.5	1,808.9

Revisions to the Condensed Combined Statement of Changes in Net Parent Investment

	For the Nine Months Ended September 30, 2021		
	As Reported	Adjustment	As Revised
Net transactions with Zimmer Biomet	(30.2)	10.5	(19.7)
Balance, September 30, 2021	1,421.2	10.5	1,431.7

Revisions to the Condensed Combined Statement of Cash Flows

	For the Nine Months Ended September 30, 2021		
	As Reported	Adjustment	As Revised
Changes in operating assets and liabilities, net of acquired assets and liabilities			
Receivables	30.3	(10.5)	19.8
Net cash provided by (used in) operating activities	53.4	(10.5)	42.9
Net transactions with Zimmer Biomet	(9.2)	10.5	1.3
Net cash (used in) provided by financing activities	(18.0)	10.5	(7.5)

3. Significant Accounting Policies

Use of Estimates - The accompanying unaudited condensed combined 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. These estimates have considered the impact the COVID-19 pandemic may have on our financial position, results of operations and cash flows. Such estimates included, but were not limited to, determining the allocations of costs and expenses from Zimmer Biomet, variable consideration to our customers, our allowance for doubtful accounts for expected credit losses, the net realizable value of our inventory, the fair value of our goodwill and the recoverability of other long-lived assets. Actual results could differ materially from these estimates.

Accounting Pronouncements Recently Adopted

In December 2019, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2019-12 Simplifying the Accounting for Income Taxes. ASU 2019-12 eliminates certain exceptions in the rules regarding the approach for intraperiod tax allocations and the methodology for calculating income taxes in an interim period, and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill, among other things. We adopted this standard as of January 1, 2021. The adoption of this standard did not have a material impact on our financial position, results of operations or cash flows.

Accounting Pronouncements Not Yet Adopted

There are no recently issued accounting pronouncements that we have not yet adopted that are expected to have a material effect on our financial position, results of operations or cash flows.

4. Revenue Recognition

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

	For the Nine Months Ended September 30,	
	2021	2020
Spine	$405.2	$375.0
Dental	343.0	250.2
Related Party	4.8	12.3
Total	$753.0	$637.5

5. Restructuring

In December 2019, Zimmer Biomet's Board of Directors approved, and initiated, a global restructuring program (the "2019 Restructuring Plan") with an objective of reducing costs to allow further investment in higher priority growth opportunities. The pre-tax restructuring charges consisted of employee termination benefits; contract terminations for facilities and sales agents; and other charges, such as retention period salaries and benefits and relocation costs. The restructuring charges incurred in the nine-month period ended September 30, 2021 primarily related to facility relocation, consulting fees, and employee termination benefits. The following table summarizes the liabilities directly attributable to ZimVie recognized under the 2019 Restructuring Plan (in millions):

	Employee Termination Benefits	Other	Total
Balance, December 31, 2020	2.0	—	2.0
Expenses incurred in the nine-month period ended September 30, 2021	0.2	2.1	2.3
Cash payments	(0.8)	(1.8)	(2.6)
Balance, September 30, 2021	$ 1.4	$ 0.3	$ 1.7
Expense incurred since the start of the 2019 Restructuring Plan	$ 6.8	$ 7.0	$13.8

We do not include restructuring charges in the operating profit of our reportable segments.

6. Inventories

Inventories consisted of the following (in millions):

	As of September 30, 2021	As of December 31, 2020
Finished goods	$ 214.7	$ 247.8
Work in progress	38.0	24.2
Raw materials	22.0	11.0
Inventories	$ 274.7	$ 283.0

7. Property, Plant and Equipment

Property, plant and equipment consisted of the following (in millions):

	As of September 30, 2021	As of December 31, 2020
Land	$ 7.3	$ 7.2
Building and equipment	224.1	224.3
Capitalized software costs	34.5	30.1
Instruments	322.0	324.3
Construction in progress	4.7	3.5
	592.6	589.4
Accumulated depreciation	(411.9)	(406.0)
Property, plant and equipment, net	$ 180.7	$ 183.4

We had $2.0 million and $2.4 million of property, plant and equipment included in accounts payable as of September 30, 2021 and December 31, 2020, respectively.

8. Transfers of Financial Assets

Zimmer Biomet had receivables purchase arrangements with unrelated third parties to liquidate portions of trade accounts receivable balance including receivables related to our spine business. The receivables related to products sold to customers and were short-term in nature. The factorings were treated as sales of the accounts receivable. Proceeds from the transfers reflect either the face value of the accounts receivable or the face value less factoring fees.

The Parent terminated the programs in the U.S. and Japan in the fourth quarter of 2020. The programs were executed on a revolving basis with a maximum funding limit for Zimmer Biomet of $450 million combined before termination. The Parent acted as the collection agent on behalf of the third party, but had no significant retained interests or servicing liabilities related to the accounts receivable sold. As of December 31, 2020, all factored receivables related to our spine business had been collected and remitted in conjunction with the termination of those programs in 2020.

In Europe, the Parent sold to a third party and there was no continuing involvement or significant risk with the factored accounts receivable.

Funds received from the transfers are recorded as an increase to cash and a reduction of accounts receivable outstanding in the condensed combined balance sheets. We report the cash flows attributable to the sale of the receivables to third parties in cash flows from operating activities in our condensed combined statements of cash flows. Net expenses resulting from the sales of receivables are recognized in SG&A expense. Net expenses included any resulting gains or losses from the sales of receivables, credit insurance and factoring fees.

For the nine-month periods ended September 30, 2021 and 2020, receivables related to our spine business were sold having an aggregate face value of $4.9 million and $49.6 million to third parties in exchange for cash proceeds of $4.9 million and $49.5 million, respectively. Expenses recognized on these sales during the nine-month periods ended September 30, 2021 and 2020 were not significant. For the nine-month period ended September 30, 2020 under the U.S. and Japan programs, receivables related to our spine business of $44.8 million were collected from our customers and these amounts were remitted to the third party, and we effectively repurchased $7.0 million of our previously sold accounts receivable due to the programs' revolving nature. The initial collection of cash from customers and its remittance to the third party is reflected in net cash provided by/(used in) financing activities in our condensed combined statements of cash flows. No amounts were unremitted to third parties as of September 30, 2021 and December 31, 2020.

9. Fair Value Measurements of Assets and Liabilities

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

	As of September 30, 2021			
		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)
Liabilities				
Contingent payments related to acquisitions	10.3	—	—	10.3
Total Liabilities	$ 10.3	$ —	$ —	$ 10.3

Description	As of December 31, 2020 Recorded Balance	Fair Value Measurements at Reporting Date Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Liabilities				
Contingent payments related to acquisitions	10.0	—	—	10.0
Total Liabilities	$ 10.0	$ —	$ —	$ 10.0

Contingent payments related to acquisitions consist of sales-based payments, and are valued using discounted cash flow techniques. The fair value of sales-based payments is based upon probability-weighted future revenue estimates, and increase as revenue estimates increase.

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

	Level 3 - Liabilities
Beginning balance December 31, 2020	$ 10.0
Change in estimate	1.5
Payments	(0.8)
Foreign currency impact	(0.4)
Ending balance September 30, 2021	$ 10.3

Changes in estimates for contingent payments related to acquisitions are recognized in “Acquisition, integration, divestiture and related” on our condensed combined statements of earnings.

10. Acquisitions

In the fourth quarter of 2020 we acquired all the issued and outstanding shares of 3DIEMME S.r.l. (“3DIEMME”), a dental treatment planning and dental CAD/CAM design software provider based in Italy. The 3DIEMME acquisition was completed primarily to expand treatment planning and design software offerings in our digital dentistry portfolio. There were no significant changes in the nine-month period ended September 30, 2021 to the preliminary fair values that were recognized as of December 31, 2020.

We have not included pro forma information and certain other information under GAAP for this acquisition because it did not have a material impact on our financial position or results of operations individually or in the aggregate.

11. Goodwill

Our only reporting unit with goodwill remaining is our Dental reporting unit. The only change in our goodwill in the nine-month period ended September 30, 2021 was related to changes in foreign currency translation.

As of March 31, 2020, we tested our Dental reporting unit for impairment due to the significant adverse effect the COVID-19 pandemic was expected to have on our operating results. This resulted in a goodwill impairment charge of $142.0 million.

The impairment charge of $142.0 million was primarily driven by the COVID-19 pandemic. The COVID-19 pandemic had a significant adverse effect on both the operational and non-operational assumptions used to estimate the fair value of our Dental reporting unit. The significant decline in Zimmer Biomet's share price and that of most other publicly-traded companies resulted in us utilizing a higher risk-adjusted discount rate compared to the rate used in our previous annual goodwill impairment test to discount our future estimated cash flows to present value. On an operational basis, due to the deferral of elective surgical procedures, at the time of March 31, 2020 impairment test, we estimated that our cash flows in 2020 would be significantly lower than previously estimated in our prior annual goodwill impairment test. We estimated the cash flows from our Dental reporting unit might have a slower recovery than other healthcare segments because many dental procedures are not covered by insurance. Therefore, we estimated that economic uncertainty would likely result in patients deferring dental procedures for a longer period of time. As of September 31, 2021, $269.3 million of goodwill remained in the Dental reporting unit.

We estimated the fair value of the Dental reporting unit 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 Dental reporting unit and considers differences between our reporting unit and the comparable companies.

In estimating the future cash flows of the reporting unit, 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, innovative new product offerings and increased demand for cosmetic dentistry procedures. In the near term, the COVID-19 pandemic was expected to result in a decline to our revenue when compared to the same prior year periods. Significant company specific inputs included assumptions regarding how the reporting unit could leverage operating expenses as revenue grows and the impact any of our differentiated products or new products will have on revenues. The risk-adjusted discount rates we utilized use a combination of market and company-specific inputs. Market inputs included risk-free interest rates, equity risk and debt-to-equity values of similar companies, as well as other market inputs. Company-specific inputs considered how our specific reporting unit may differ from the market assumptions.

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.

We perform our annual test of goodwill impairment in the fourth quarter of every year. In connection with the 2020 annual goodwill impairment test in the fourth quarter of 2020, we estimated the fair value of our Dental reporting unit using the income and market approaches. The estimated fair value of our reporting unit increased in the fourth quarter impairment test compared to the March 31, 2020 test due to the negative effects on discounted cash flows from the COVID-19 pandemic forecasted for second and third quarters of 2020 no longer being in the future cash flow estimates. As a result, the estimated fair value of our Dental reporting unit exceeded its carrying value by more than 10 percent.

We will continue to monitor the fair value of our Dental reporting unit in our interim and annual reporting periods. If our estimated cash flows decrease, we may have to record further impairment charges in the future. Factors that could result in our cash flows being lower than our current estimates include: 1) the COVID-19 pandemic causes elective surgical procedures to be deferred longer than our estimates, or additional recurrence of the virus causes additional deferrals of elective surgical procedures, 2) decreased revenues caused by unforeseen changes in the dental market, or our inability to generate new product revenue from our research and development activities, and 3) 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.

12. Other Current Liabilities

Other current liabilities consisted of the following (in millions):

	As of September 30, 2021	As of December 31, 2020
Other current liabilities:		
License and service agreements	$ 30.3	$ 42.6
Salaries, wages and benefits	32.7	40.5
Lease liabilities	12.7	14.0
Accrued liabilities	45.8	55.2
Total other current liabilities	$ 121.5	$ 152.3

13. Debt Due to Parent

Zimmer Biomet utilizes a centralized approach to cash management and the financing of its operations. As part of the capitalization of various wholly-owned Zimmer Biomet subsidiaries debt has been incurred between these subsidiaries. We have classified any borrowings by subsidiaries that will be our affiliate after the spin-off that are payable to subsidiaries that will remain with Zimmer Biomet as Debt Due to Parent. These balances are expected to be settled in cash, except as disclosed below. Debt Due to Parent consisted of the following (in millions):

	As of September 30, 2021	As of December 31, 2020
Current portion of Debt Due to Parent	$ 33.0	$ 17.6
Non-Current portion of Debt Due to Parent	$ 4.9	$ 4.9

The current portion of Debt Due to Parent has maturity dates through September 2022. Of the current portion of Debt Due to Parent, $24.4 million was legally entered into on September 30, 2021 related to organizational separation planning. This debt was subsequently terminated in October 2021 without any cash ever being exchanged between a ZimVie subsidiary and the Parent. The non-current portion of Debt Due to Parent matures on December 31, 2022. The borrowings from the Parent bear interest at various rates ranging from 1.0% to 5.0%, which may not be indicative of rates if transacted with an unrelated third party.

14. Income Taxes

Our effective tax rate (“ETR”) on loss before income taxes was 3.6 percent and 4.9 percent for the nine-month periods ended September 30, 2021 and 2020, respectively. In 2021, the income tax benefit was lower than our statutory tax rate driven by unfavorable jurisdictional mix in addition to expense for increasing valuation allowances. In 2020, the benefit was lower than the statutory rate driven by a non-deductible goodwill impairment charge which resulted in a loss before taxes, but had no corresponding tax benefit.

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; and the expiration of certain statutes of limitations. Currently, we cannot reasonably estimate the impact of these items on our financial results.

15. Segment Data

Zimmer Biomet’s chief operating decision maker (“CODM”) reviews our operating results as part of multiple Zimmer Biomet operating segments. As we are transitioning into an independent, publicly traded company, we consider our Chief Executive Officer our CODM. In the second quarter of 2021, he evaluated how he intends to

allocate resources to achieve our operating profit goals and review business performance. As a result of that evaluation, beginning in the second quarter, we operate through two operating segments, 1) the spine product segment, and 2) the dental product segment. Our operating segments are a change from how the Zimmer Biomet CODM reviews our operating results. Our two operating segments also constitute our reportable segments.

Beginning in the second quarter of 2021, our CODM evaluates performance based upon segment operating profit exclusive of certain expenses or gains that our CODM does not include when evaluating segment performance. These expenses and gains include related party transactions; expenses incurred by us related to Parent's products and operating expenses pertaining to intangible asset amortization, goodwill impairment; restructuring expenses; acquisition, integration, divestiture and related expenses; and other various charges. Other various charges include share-based compensation, third-party costs incurred to establish initial compliance for previously approved products with the EU MDR, third-party costs related to our compliance with a deferred prosecution agreement between Zimmer Biomet and the DOJ, allocation of costs from the 2019 Restructuring Plan, allocation of costs related to Zimmer Biomet's integration activities of acquired businesses, and the impact from excess and obsolete inventory on certain product lines we intend to discontinue, as well as other expenses. Intercompany transactions have been eliminated from segment operating profit. The information presented in all of the years below is in accordance with this reportable segment operating profit structure.

Our CODM does not review asset information by operating segment.

Net sales and other information by segment is as follows (in millions):

	Net Sales		Operating (Loss) Profit	
	Nine Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Spine	$ 405.2	$ 375.0	$ 46.3	$ 30.4
Dental	343.0	250.2	67.6	20.0
Segment Total	748.2	625.2	113.9	50.4
Related party transactions	4.8	12.3	(40.5)	(40.5)
Expenses related to Parent products	—	—	(1.1)	(5.0)
Intangible asset amortization	—	—	(65.0)	(63.4)
Goodwill impairment	—	—	—	(142.0)
Restructuring	—	—	(2.3)	(9.5)
Acquisition, integration, divestiture and related	—	—	(12.0)	(1.9)
Other	—	—	(28.2)	(15.3)
Total	$ 753.0	$ 637.5	$ (35.2)	$ (227.2)

16. Commitments and Contingencies

We are subject to contingencies, such as various claims, legal proceedings and investigations regarding product liability, intellectual property, commercial, and other matters that arise in the normal course of 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 record liabilities for loss contingencies when it is probable that a loss has been incurred and the amount can be reasonably estimated. For matters where a loss is believed to be reasonably possible, but not probable, no accrual has been made. Legal defense costs expected to be incurred in connection with a loss contingency are accrued when probable and reasonably estimable. The recorded accrual balance for loss contingencies was approximately $5.9 million and $5.7 million as of September 30, 2021 and December 31, 2020, respectively. Initiation of new legal proceedings or a change in the status of existing proceedings may result in a change in the estimated loss accrued.

Subject to certain exceptions specified in the separation agreement by and between us and Zimmer Biomet, we assumed the liability for, and control of, all pending and threatened legal matters related to its business, including liabilities for any claims or legal proceedings related to products that had been part of its business, but were discontinued prior to the distribution, as well as assumed or retained liabilities, and will indemnify Zimmer Biomet for any liability arising out of or resulting from such assumed legal matters.

17. Related Party Transactions

ZimVie has not historically operated as a standalone business and has various relationships with Zimmer Biomet whereby Zimmer Biomet provides services. The following disclosures summarize activity between ZimVie and Zimmer Biomet that are included in the condensed combined financial statements.

Corporate Overhead and Other Allocations from Zimmer Biomet

Zimmer Biomet provides certain services, which include, but are not limited to, executive oversight, treasury, finance, legal, human resources, tax planning, internal audit, financial reporting, information technology, and other corporate departments. Some of these services will continue to be provided by Zimmer Biomet to ZimVie on a temporary basis after the separation is completed under a transition services agreement. These expenses have been allocated based on direct usage or benefit where specifically identifiable, with the remainder allocated on a proportional cost allocation method based primarily on net trade sales, as applicable. When specific identification is not practicable, a proportional cost method was used primarily based on sales.

Corporate allocations reflected in the condensed combined statements of earnings are as follows (in millions):

	For the Nine Months Ended September 30,	
	2021	2020
Cost of products sold	$ 0.5	$ 3.1
Selling, general & administrative	48.9	51.9

Management believes that the methods used to allocate expenses to the Company are a reasonable reflection of the utilization of services provided to, or the benefit derived by, the Company during the periods presented. However, the allocations may not necessarily reflect the condensed combined financial position, results of operations and cash flows of ZimVie in the future or what they would have been had the Company been a separate, standalone entity during the periods presented.

Share-Based Compensation

Our employees participate in Zimmer Biomet's share-based compensation plans, the costs of which have been allocated and recorded in cost of products sold, research and development, and selling, general and administrative expenses in the condensed combined statements of earnings. Share-based compensation costs related to our employees were $2.9 million and $4.9 million for the nine-month periods ended September 30, 2021 and 2020, respectively.

Centralized Cash Management

Zimmer Biomet uses a centralized approach to cash management and financing of operations. The majority of our subsidiaries are party to Zimmer Biomet's cash pooling arrangements with several financial institutions to maximize the availability of cash for general operating and investing purposes. Under these cash pooling arrangements, cash balances are swept regularly from our accounts. Cash transfers to and from Zimmer Biomet's cash concentration accounts and the resulting balances at the end of each reporting period are reflected in net parent company investment and net transactions with Zimmer Biomet in the condensed combined balance sheets and statements of cash flows, respectively.

Manufacturing Services to Zimmer Biomet

We have certain manufacturing facilities that also produce orthopedic products that will continue to be sold by Zimmer Biomet after separation. The condensed combined statements of earnings reflect the sales of these orthopedic products with Zimmer Biomet (in millions):

	For the Nine Months Ended September 30,	
	2021	2020
Related party net sales	$4.8	$ 12.3
Related party cost of products sold, excluding intangible asset amortization	3.5	8.2

Debt Due to Parent

ZimVie had the following debt due to Zimmer Biomet (in millions):

	As of September 30, 2021	As of December 31, 2020
Current Portion of Debt Due to Parent	$ 33.0	$ 17.6
Non-Current Portion of Debt Due to Parent	4.9	4.9

Interest expense recognized on Debt Due to Parent in our condensed combined statements of net earnings was $0.3 million and $0.2 million in the nine-month periods ended September 30, 2021 and 2020, respectively. Refer to Note 13 for further detail.

Net Parent Company Investment

As discussed in the basis of presentation in Note 1, net parent company investment is primarily impacted by contributions from Zimmer Biomet as a result of treasury activities and net funding provided by or distributed to Zimmer Biomet. The components of net parent company investment are:

	For the Nine Months Ended September 30,	
	2021	2020
Cash pooling and general financing activities	$ 48.1	$ 25.6
Corporate cost allocations	(49.4)	(55.0)
Net transactions with Zimmer Biomet reflected in the Condensed Combined Statements of Cash Flows	(1.3)	(29.4)
Share-based compensation expense	(2.9)	(4.9)
Entering into debt without cash exchange	24.4	—
Other non-cash adjustments	(0.5)	4.1
Net transactions with Parent reflected in the Condensed Combined Statements of Changes in Net Parent Investment	$ 19.7	$(30.2)

18. Subsequent events

These condensed combined financial statements were derived from the financial statements of Zimmer Biomet, which issued its annual financial statements for the fiscal year ended December 31, 2020 on February 22, 2021

and its quarterly financial statements for the three and nine-month periods ended September 30, 2021 on November 4, 2021, respectively. Accordingly, the Company has evaluated transactions for consideration as recognized subsequent events in these financial statements through the date of February 22, 2021 and November 4, 2021. Additionally, the Company has evaluated transactions that occurred through January 21, 2022, the date these financial statements were available for issuance, for the purposes of unrecognized subsequent events.

On December 17, 2021, we entered into a credit agreement in connection with the spin off. The credit agreement provides for revolving loans and term loan borrowings. The credit agreement has an initial term of five years after the date on which funds are initially advanced. Borrowings under the credit agreement will bear interest at variable rates. We have not made a draw down under the credit agreement, but expect to borrow $561.0 million concurrently with the separation. Additionally, we expect the credit agreement to be amended prior to the spin-off.

Exhibit 99.2

Important Notice Regarding the Availability of Materials

ZIMMER BIOMET HOLDINGS, INC.

You are receiving this communication because you hold securities in Zimmer Biomet Holdings, Inc. ("Zimmer Biomet"). Zimmer Biomet has released informational materials regarding the spin-off of its wholly owned subsidiary, ZimVie Inc. ("ZimVie"), that are now available for your review. **This notice provides instructions on how to access the materials for informational purposes only.** It is not a form for voting and presents only an overview of the materials, which contain important information and are available, free of charge, on the Internet or by mail. We encourage you to access and review closely the materials.

To effect the spin-off, Zimmer Biomet will distribute at least 80 percent of the outstanding shares of ZimVie common stock, on a pro rata basis, to Zimmer Biomet stockholders. Following the distribution, which will be effective as of the date and time referenced in the Information Statement that ZimVie has prepared in connection with the spin-off, ZimVie will be an independent, publicly traded company. Zimmer Biomet is not soliciting proxy or consent authority from stockholders in connection with the spin-off.

The materials consist of the Information Statement that ZimVie has prepared in connection with the spin-off. You may view the materials online at www.materialnotice.com and easily request a paper or e-mail copy (see reverse side). To facilitate timely delivery, please make your request for a paper copy by five business days prior to the distribution date referenced in the Information Statement.

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