

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): March 1, 2022

ZIMVIE INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41242
(Commission
File Number)

87-2007795
(IRS Employer
Identification No.)

10225 Westmoor Drive
Westminster, Colorado 80021
(Address of principal executive offices) (Zip Code)

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

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	ZIMV	Nasdaq Stock Market

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

Emerging growth company

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

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

On March 1, 2022 (the “Distribution Date”), Zimmer Biomet Holdings, Inc. (“Zimmer Biomet”) completed the previously announced separation (the “Separation”) of its spine and dental businesses through the distribution by Zimmer Biomet of 80.3% of the outstanding shares of common stock of ZimVie Inc. (the “Company” or “ZimVie”) to Zimmer Biomet stockholders at the close of business on February 15, 2022. In connection with the Separation, the following ZimVie compensation plans and agreements became effective as of the Distribution Date.

Executive Severance Plan

The Executive Severance Plan provides payments and benefits to certain eligible members of the Company’s executive leadership team following a termination by the Company of a participant’s employment, unless his or her employment is terminated for misconduct or other specified reasons. The Company’s executive officers, 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, Indraneel Kanaglekar, Senior Vice President and President, Global Dental, David Harmon, Senior Vice President, Chief Human Resources Officer, and Heather Kidwell, Senior Vice President, Chief Legal and Compliance Officer and Corporate Secretary, participate 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 Mr. Jamali) or one time (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 monthly COBRA premium for medical and dental insurance, multiplied by 24 for Mr. Jamali and by 12 for other participants; and (iv) outplacement services with a value not to exceed \$25,000. Payments and benefits under the Executive Severance Plan are conditioned on a participant signing a general release of claims. This description of the Executive Severance Plan is qualified in its entirety by reference to the full text of the Plan, which is included as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Change in Control Severance Agreement with Vafa Jamali

The Company has entered into a Change in Control Severance Agreement with Mr. Jamali. The agreement provides for benefits only upon the occurrence of both a change in control 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, Mr. Jamali will receive a lump sum payment equal to two and one-half times the sum of his base salary and target annual incentive award. In addition, Mr. Jamali will receive a payout of any unpaid incentive compensation allocated or awarded to him 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 for the current calendar year (assuming for this purpose that all performance conditions for such awards have been met). The agreement also provides that if prior to a change in control, Mr. Jamali’s employment is terminated without cause at the direction of a person who has entered into an agreement with the Company, the consummation of which would constitute a change in control, or by Mr. Jamali for good reason where the circumstance or event which constitutes good reason occurs at the direction of such person, Mr. Jamali will be entitled to a lump-sum severance payment equal to two and one-half times the sum of his base salary and the amount of the largest aggregate annual bonus paid to him with respect to the three years immediately prior to the year in which a notice of termination is given. In addition, in the circumstances described in the preceding sentence, Mr. Jamali will receive a payout of any unpaid incentive compensation allocated or awarded to him 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 Mr. Jamali under the Company’s incentive compensation plans during the three years immediately prior to the year in which the notice of termination was given. If both triggers occur, this agreement also provides that, unless otherwise provided

for under a written award agreement, (i) all outstanding stock options granted to Mr. Jamali will become immediately vested and exercisable, (ii) all time-based restrictions on restricted shares and restricted stock units (“RSUs”) will immediately lapse, and (iii) with respect to performance-based restricted shares and RSUs, the number of shares or units that will be earned will 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. In addition, Mr. Jamali will receive a cash amount equal to the unvested portion, if any, of the Company’s matching contributions (and attributable earnings) credited to him under the Company’s savings plan, a lump-sum payment equal to two times the annual premium value for life insurance coverage (to the extent the Company is unable to provide such life insurance coverage for two years post-termination) and a lump-sum payment equal to two years of COBRA premiums. Mr. Jamali will also receive reasonable outplacement services for up to six months post-termination. To receive the severance benefits provided under the agreement, Mr. Jamali will be required to sign a general release of any claims against the Company and must enter into or affirm a non-compete agreement. This description of the Change in Control Severance Agreement is qualified in its entirety by reference to the full text of the agreement, which is included as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Change in Control Severance Agreements with Other Executives

The Company has entered into Change in Control Severance Agreements with each of Messrs. Harmon, Heppenstall and Kanaglekar, and Mmes. Kidwell and Whitney. These agreements provide for benefits only upon the occurrence of both a change in control during the term of the agreements and either (i) an involuntary termination of employment without “cause” (as defined in the agreements) or (ii) a voluntary termination of employment with “good reason” (as defined in the agreements). If both triggers occur, the executive will receive a lump sum payment equal to two times the sum of his or her base salary and target annual incentive award. In addition, the executive will receive a payout of any unpaid incentive compensation allocated or awarded 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 for the current calendar year (assuming for this purpose that all performance conditions for such awards have been met). These agreements 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 the Company, 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, the executive will receive a lump-sum severance payment equal to two times 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 the notice of termination is given. In addition, in the circumstances described in the preceding sentence, the executive will receive a payout of any unpaid incentive compensation allocated or awarded 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 the Company’s incentive compensation plans during the three years immediately prior to the year in which the notice of termination was given. If both triggers occur under these agreements, the agreements provide that, unless otherwise provided for under a written award agreement, (i) all outstanding stock options granted to the executive will become immediately vested and exercisable, (ii) all time-based restrictions on restricted shares and RSUs will immediately lapse, and (iii) with respect to performance-based restricted shares and RSUs, the number of shares or units that will be earned will 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. In addition, the executive would receive a cash amount equal to the unvested portion, if any, of the Company’s matching contributions (and attributable earnings) credited to him or her under the Company’s savings plan, a lump-sum payment equal to two times the annual premium value for life insurance coverage (to the extent the Company is unable to provide such life insurance coverage for two years post-termination) and a lump-sum payment equal to two years of COBRA premiums. The executive will also receive reasonable outplacement services for up to six months post-termination. To receive the severance benefits provided under the agreements, the executive will be required to sign a general release of any claims against the Company and must enter into or affirm a non-compete agreement. This description of the Change in Control Severance Agreements is qualified in its entirety by reference to the full text of the form of the agreement, which is included as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Deferred Compensation Plan

The Deferred Compensation Plan (the “DCP”) provides eligible employees 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. The Company 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 the Company’s matching contributions under the Company’s savings plan. The Company’s matching contributions will vest 25% per year of service. Service with Zimmer Biomet before the Separation will be included as service with the Company. If a participant is terminated for cause (as defined in the DCP), then the participant will forfeit all amounts in his or her Company matching contribution account. Each of the Company’s executive officers is eligible to participate in the DCP. This description of the DCP is qualified in its entirety by reference to the full text of the Plan, which is included as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Executive Annual Incentive Plan

The Executive Annual Incentive Plan provides for annual bonuses to key executives of the Company as selected by the Company’s Compensation Committee (the “Compensation Committee”). For each fiscal year, the Compensation Committee will determine the performance measures that will be used to determine the bonus awards to participants and set specific targets for each of the selected performance measures that will determine the amount of the bonus award. After the end of a fiscal year, the Compensation Committee will determine the extent to which awards have been earned for that fiscal year. The maximum bonus payable to a participant under the plan is 400% of a participant’s base salary at the beginning of the fiscal year. Each of the Company’s executive officers participate in the Executive Annual Incentive Plan. This description of the Plan is qualified in its entirety by reference to the full text of the Plan, which is included as Exhibit 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

Corporate Executive Confidentiality, Non-Competition and Non-Solicitation Agreements

The Company has entered into Confidentiality, Non-Competition and Non-Solicitation Agreements with each of the Company’s executive officers. These agreements provide that the executive is restricted from competing with the Company for a period of 18 months following termination of employment within a specified territory and, under certain circumstances, provide for payments to the executive following his or her severance benefit period until the expiration of the non-compete period if the executive is denied specific employment due to the non-compete agreement. These agreements also contain provisions prohibiting disclosure by the executive of confidential information, provisions regarding ownership of inventions, return of confidential information and Company property, a covenant not to solicit customers or employees or interfere in business relationships and a covenant not to disparage the Company. This description of the Confidentiality, Non-Competition and Non-Solicitation Agreements is qualified in its entirety by reference to the full text of the form of the agreement, which is included as Exhibit 10.6 to this Current Report on Form 8-K and incorporated herein by reference.

Stock Plan Award Agreements

The Company adopted forms of award agreements for awards to be granted under the Company’s 2022 Stock Incentive Plan. The Three-Year Vesting RSU Award Agreement provides for the grant of RSUs that will vest in three equal installments on the first three anniversaries of the date of grant. The Three-Year Cliff Vesting RSU Award Agreement provides for the grant of RSUs that will vest on the third anniversary of the date of grant. The Three-Year Vesting Option Award Agreement provides for the grant of nonqualified stock options that will vest in three equal installments on the first three anniversaries of the date of grant. The Company also adopted a form of RSU Award Agreement for Non-Employee Directors to be granted under the Company’s Stock Plan for Non-Employee Directors, which provides for the grant of RSUs that will vest as of the date of grant, but payment will be deferred until the later of (i) three years from the date of grant or (ii) the first date on which the holder ceases to be a director. This description of the award agreements is qualified in its entirety by reference to the full text of the forms of the agreements, which are included as Exhibits 10.7, 10.8, 10.9 and 10.10 to this Current Report on Form 8-K and incorporated herein by reference.

Supplemental Individual Disability Insurance Plan

The Company adopted a Supplemental Individual Disability Insurance Plan which is available to certain categories of employees, including each of the Company's executive officers. The plan generally provides for income replacement for a total disability as well certain rehabilitation services, work incentive benefits, certain benefits for a less-than-total disability and certain benefits for up to 6 months for individuals who return to work but have a loss of earnings. This description of the Supplemental Individual Disability Insurance Plan is qualified in its entirety by reference to the full text of the plan, which is included as Exhibit 10.11 to this Current Report on Form 8-K and incorporated herein by reference.

Indemnification Agreements

The Company has entered into Indemnification Agreements with each of its directors and executive officers providing that the Company will indemnify the executive officer or director to the fullest extent permitted by law against liability that may arise by reason of his or her Company service, and to advance certain expenses incurred as a result of any proceeding as to which he or she could be indemnified. This description of the Indemnification Agreements is qualified in its entirety by reference to the full text of the form of the agreements, which is included as Exhibit 10.12 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibit

Exhibit No.	Description
10.1	ZimVie Inc. Executive Severance Plan.
10.2	ZimVie Inc. Change in Control Severance Agreement with Vafa Jamali, dated as of March 1, 2022.
10.3	Form of ZimVie Inc. Change in Control Severance Agreement.
10.4	ZimVie Inc. Deferred Compensation Plan.
10.5	ZimVie Inc. Executive Annual Incentive Plan.
10.6	Form of ZimVie Inc. Corporate Executive Confidentiality, Non-Competition and Non-Solicitation Agreement.
10.7	Form of ZimVie Inc. Three-Year Vesting Restricted Stock Unit Award Agreement.
10.8	Form of ZimVie Inc. Three-Year Cliff Vesting Restricted Stock Unit Award Agreement.
10.9	Form of ZimVie Inc. Three-Year Vesting Nonqualified Stock Option Award Agreement.
10.10	Form of ZimVie Inc. Restricted Stock Unit Award Agreement under the Stock Plan for Non-Employee Directors.
10.11	ZimVie Inc. Supplemental Individual Disability Insurance Plan.
10.12	Form of ZimVie Inc. Indemnification Agreement with Directors and Executive Officers.

SIGNATURES

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

Date: March 7, 2022

ZIMVIE INC.

By: /s/ Heather Kidwell

Name: Heather Kidwell

Title: Senior Vice President, Chief Legal and Compliance
Officer and Corporate Secretary

**ZimVie Inc.
Executive Severance Plan**

Effective as of January 1, 2022

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INTRODUCTION

ZimVie Inc. (the “Company”) hereby establishes the ZimVie Inc. Executive Severance Plan (the “Executive Severance Plan” or the “Plan”), effective as of January 1, 2022. This document serves as the plan document and summary plan description (SPD) for the Plan. It describes the benefits as they apply to eligible executives. The plan document applies to eligible participants (as defined below) who are notified in writing by the Company on or after the Plan’s effective date of their separation or pending separation from employment with the Company.

Nothing in this Plan creates or constitutes a contract of employment with the Company or any of its direct or indirect subsidiaries or affiliates. Employment with the Company and its affiliates is “at-will” absent any contractual employment agreement or applicable law to the contrary, which means that either the executive or the Company, subsidiary or affiliate may terminate the employment relationship at any time for any reason, with or without cause or notice.

ABOUT YOUR PARTICIPATION

This section includes important information about your participation in the Executive Severance Plan. The Plan provides severance benefits to eligible executives of the Company and its direct and indirect subsidiaries and affiliates whose employment is involuntarily terminated for reasons other than misconduct or other cause, subject to the terms set forth below. No individual shall have a vested right to benefits under the Plan.

This section covers two types of eligibility—eligibility to participate in the Plan and eligibility to receive severance benefits under the Plan. You must satisfy both eligibility requirements to be eligible for benefits.

Eligibility to Participate in the Plan

You are eligible to participate in the Executive Severance Plan if at the time of the Company’s providing to you written notice of immediate or pending separation from employment as of a specified date, you are:

- A member of the Company’s Leadership Team or a successor committee; and
- Designated in writing as a participant in this Plan by the Committee, or the Company’s highest-level Human Resources executive (“CHRO”). “Committee” means the committee designated by the Board of Directors of the Company (the “Board”) to administer the Plan. It is intended that the Committee will be the Compensation and Management Development Committee of the Board of Directors of Zimmer Biomet Holdings, Inc. until the Company ceases to be a subsidiary of Zimmer Biomet Holdings, Inc. Thereafter, it is intended that the Committee will be the Compensation Committee of the Board.

Notwithstanding the foregoing, you are not eligible to participate in this Plan if you:

- Are eligible to receive (regardless of whether you actually qualify for or receive the benefits), or have received, an offer of severance benefits pursuant to terms and conditions of an individual employment or change in control severance agreement;
- Have been designated as no longer eligible to participate by the Committee or the CHRO;
- Are entitled to long-term disability (LTD) benefits under a Company LTD plan; and/or
- Have agreed in writing that you are not entitled to participate in this Plan.

If you are a participant in this Plan, you are not eligible to participate in or receive benefits under the ZimVie Inc. Severance Plan, the Zimmer Biomet Holdings, Inc. Executive Severance Plan, the Zimmer Biomet Holdings, Inc. Restated Severance Plan, or any other severance plan or arrangement of Zimmer Biomet Holdings, Inc., in each case regardless of the terms of such plan.

When Participation Ends

Participation in the Plan ends on the first of the following dates:

- The date you no longer meet the eligibility requirements to participate, including due to your removal as a participant by the Committee or the CHRO, regardless of whether you are notified of such ineligibility or removal;
- The date all severance benefits you are eligible to receive have been paid;
- The date your employment ends for any reason that does not qualify you for an offer of severance benefits;
- The date of your death; or
- The date the Plan is terminated or amended so that you lose coverage.

Eligibility to Receive Severance Benefits

As a Plan participant, you become eligible to receive severance benefits if you meet all of the following requirements:

- You are notified in writing that your employment with the Company is being terminated;
- You sign the general release required by the Company within the time period specified within the general release and, if applicable, do not validly revoke your signature within the revocation period;
- If required to do so, you execute any confidentiality, intellectual property, and/or other restrictive covenant agreement in a form provided by the Company; and
- You work through your scheduled termination date.

Notwithstanding the foregoing, you will not be eligible to receive severance benefits under this Plan if your employment is terminated for any of the following reasons:

- Voluntary termination of employment or resignation of employment before your scheduled termination date;
- Mandatory retirement due to Company policies or legal requirements;
- Willful misconduct or activity that the Company has deemed actually or potentially detrimental to the interests of the Company, which may include, but is not limited to, dishonesty; theft; violation of the Company Code of Business Conduct and Ethics or other Company policy, rule, or procedure, such as those relating to alcohol or drugs, discrimination or harassment, workplace violence, use of social media, product quality, safety, etc.; unauthorized disclosure of confidential information; conduct inconsistent with any applicable law or regulation; or other serious misconduct;
- Willful failure or refusal to substantially perform job responsibilities (other than any such failure resulting from incapacity due to disability), as determined by the Company, including but not limited to deliberate unsatisfactory behavior and/or job performance;
- Excessive, unauthorized absenteeism;
- Any act or omission that the Company has determined has caused, is causing, will cause, or has the potential to cause, significant harm or loss to the Company, its officers, and/or its employees;
- Refusal to accept reassignment to a different primary work location designated by the Board (for the President and CEO) or by the President and CEO or the CHRO (for other Leadership Team or successor committee members), despite the availability of relocation assistance benefits in accordance with the terms of the Company's relocation policy and plan as applicable for senior executives;

- The sale of all or part of the Company’s business, if you are offered comparable employment with the acquiring or restructured company; or
- Extended absence under a Company short-term disability (STD) or LTD plan or program, including your failure or inability to return to active employment from a period of receiving STD/LTD benefits; provided, however, if, but for your approved leave, you would have been separated from employment for a reason unrelated to your leave, such as position elimination or organizational restructuring, while you are receiving STD benefits, then you may be eligible for severance benefits equal to the amount of benefits determined under the Plan less the amount of STD benefits paid after the date your employment would have terminated.

When Severance Benefits End

Severance benefit eligibility will end on the earliest of the following dates:

- The date you receive all severance benefits to which you are entitled or agree to receive;
- The date you effectively revoke your signature on your release within the time allowed;
- The date you engage in activity that the Company determines has caused, is causing, will cause, or has the potential to cause significant loss or harm to the Company, its officers and/or its employees; or
- The date the Plan is terminated or amended to change eligibility requirements so as to make you ineligible.

AMOUNT OF SEVERANCE BENEFIT OFFER

The amount of your severance benefit offer is calculated based on the following as of the date of your termination of employment:

How Your Severance Benefit Offer Is Calculated

Position	
President and CEO	2x the sum of your annualized base salary plus your target annual bonus, determined as of your separation date
Other eligible Leadership Team or successor committee members	1x the sum of your annualized base salary plus your target annual bonus, determined as of your separation date

In addition to the benefit described above, if you are eligible to receive severance benefits (including providing a valid general release as described above) and you are covered under the federal law known as COBRA, you will receive an amount equal to the then-current monthly COBRA premium based upon the group health insurance (medical and dental, but excluding vision) you had in effect the day before your separation from employment, multiplied by 24 for the President and CEO and by 12 for other members of the Leadership Team or successor committee. If you are eligible to receive severance benefits, you will receive this amount (less all applicable withholding taxes) whether or not you elect COBRA coverage or use the amount to pay for the cost of COBRA coverage. In order to continue your health insurance coverage after your separation from employment, you must elect continuation of coverage in accordance with COBRA instructions you will be provided upon your separation from employment, and pay the applicable premiums in a timely manner.

In addition to the above amounts, if your employment is terminated by the Company on or after January 1 but prior to the payment date for bonuses related to the previous calendar year under the Company's Executive Annual Incentive Plan or the Non-Executive Employee Annual Incentive Plan (collectively, the "AIP"), and you were eligible to participate in the AIP immediately prior to your separation and are entitled to severance benefits under this Plan, your severance benefit will be increased by the value of the bonus you would have received under the AIP, if any, had you remained employed on the payment date (the "Enhanced Amount"). If AIP payout amounts have not yet been determined at that time, your lump-sum severance payment that includes the base pay, target bonus, and COBRA subsidy components will include a bonus component based upon the approximate value of the anticipated bonus you would have been eligible to receive had you remained employed as of the payout date (the "Estimated Bonus Payment"). The Company, upon finalizing bonus payment calculations for the year, will determine the actual bonus you would have been paid had you remained employed on the payout date and, if that amount is greater than the Estimated Bonus Payment, will pay such difference (the "Bonus True-Up Payment") to you.

Notwithstanding the foregoing, if you are on an approved STD leave and would, but for your approved STD leave, be separated from employment for a severance-qualifying reason unrelated to your leave, such as position elimination or organizational restructuring, then you may be eligible for severance benefits upon your separation equal to the amount of benefits determined under the Plan less the amount of STD benefits paid after the date your employment would have terminated.

Any severance benefits otherwise offered under this Plan shall be reduced by any severance benefits required to be paid under applicable law, including, but not limited to, statutes, ordinances, or local laws or customs (collectively, "Other Severance Benefits"). If the amount of Other Severance Benefits is greater than the amount offered under this Plan, no benefits are payable under this Plan. In the event that in your situation the laws of a country other than the United States may apply to this Plan and/or to your employment relationship with the Company or its affiliates, and such laws will cause, directly or indirectly, total severance benefits under this Plan and Other Severance Benefits otherwise payable to you to exceed the benefits payable under this Plan, then you shall be excluded from participation in this Plan.

The Company will also offer to you, if you are eligible, reasonable outplacement services provided through a third-party administrator at the Company's expense (with a value not to exceed \$25,000) or an equivalent cash benefit in the plan administrator's discretion.

The Company may from time to time amend this Plan, via addendum or otherwise, to provide for different severance benefits and/or severance benefit terms and conditions, or to eliminate severance benefits entirely, for all or a portion of the Company's executives. Any addendum will be effective only upon approval by the Committee (or by the Board, should the Board limit or remove the authority of the Committee to approve such Plan changes). All other terms of the plan document shall continue to apply.

HOW SEVERANCE BENEFITS ARE PAID

Severance payments will be made in lump-sum form, less tax withholdings and any amounts owed to the Company for any reason. Payment will be made as soon as administratively feasible, in accordance with the Company's regular payroll schedule, after your timely return of a signed general release in the form you were provided and, if applicable, after the expiration of a specified revocation period during which you do not validly revoke your signature on the general release, provided that such payment must be made no later than the March 15 following the year of your severance. Any Bonus True-Up Payment you are eligible to receive will be paid in lump-sum form as soon as administratively feasible in accordance with the Company's regular payroll schedule once the amount has been determined, provided that such payment must be made no later than the March 15 following the year of your severance, less tax withholdings and any amounts owed to the Company for any reason.

Notwithstanding the foregoing, severance benefits will not be paid to you unless, as of the time of payment, you have returned all Company-owned property to the Company in a condition satisfactory to the Company. Company-owned property shall include, but not be limited to, the Company's intellectual property and confidential and trade secret information as well as Company-issued computers, PDAs, electronic tablets, cell phones, and corporate credit cards that are in your possession or control.

General Release Requirements

You must sign a release in the form provided by the Company to receive severance benefits. By signing the release, you agree to the terms of the release, which include giving up, to the fullest extent permitted by law, any right to sue the Company and any of its direct or indirect subsidiaries and affiliates.

The general release you are provided will state how many days you have to sign and deliver the release to the Company and, if applicable, how many days you have to rescind your signature. If you do not deliver the signed release within the time allowed, or if you timely and properly rescind your signature, the Company will consider this a refusal to sign and you will not be eligible to receive severance benefits.

Forfeiture and Repayment

If (1) you violate or breach any term of the Plan or the general release or any non-disclosure, intellectual property, and/or other restrictive covenant agreement with the Company or any of its direct or indirect subsidiaries or affiliates, or (2) after your termination of employment, facts are disclosed or discovered that could have supported your termination for cause and would have rendered you ineligible to receive severance benefits under this Plan, as described in the *Eligibility to Receive Severance Benefits* section above, then you shall automatically forfeit any and all rights to benefits under this Plan, and, to the extent payments or benefits have been paid or provided to you under this Plan, you must repay the full amount within 15 days of receiving written notification from the Company. The Company may recover any benefits that you fail to repay in any of the following ways:

- Withholding wages, or any other money owed to you, if permitted by applicable law; and
- Using other appropriate legal means.

These remedies are not exclusive, and the Company may pursue any other legal claims and/or remedies that it may have against you arising out of or related to the facts supporting the forfeiture of rights under this Plan.

Form of General Release

The form of general release you must sign to receive any severance benefits for which you are eligible will be determined by the Company at the time of your separation from employment, and may include, among other provisions, the following:

- Your agreement that you will not take any action or make any statement that disparages the Company or other released parties, or its or their practices, or which disrupts or impairs its or their normal operations so as to cause a material adverse impact; provided, however, that nothing in the general release shall restrict your rights to make disclosures specifically allowed or required under applicable law.
- Your agreement to make yourself reasonably available by telephone, without additional compensation beyond your severance benefit, for a specified period of time following your separation date to respond in a timely manner to inquiries from one or more designated Company officials related to carrying out an orderly transition of business.

- Your agreement to cooperate with the Company and any of its direct or indirect subsidiaries and affiliates on an ongoing basis to the extent reasonably necessary for response to any governmental investigation or defense of litigation, with reimbursement for reasonable out-of-pocket expenses that you may incur in providing this cooperation and compensation for your time at an hourly rate based on your final Company base salary.
- If your separation date falls on or after January 1 but prior to the payment date for bonuses related to the previous calendar year under the AIP and your severance benefit includes an Enhanced Amount, your specific waiver and release of any entitlement to any further payout under the AIP for the prior calendar year.

How Other Benefits Are Affected

Your participation in all Company employee benefit plans will end on your termination date, unless the provisions of a plan specifically allow for benefits to continue following termination.

Severance benefits shall not be considered compensation for purposes of any qualified or nonqualified deferred compensation or retirement plan or program.

Deductions from Severance Benefits

Amounts Owed to the Company

The Company reserves the right to deduct any amount you owe the Company, or any of its direct or indirect subsidiaries or affiliates, for any reason, including but not limited to plan premiums, borrowed vacation/PTO days, loans, signing or retention incentives, educational assistance, and/or relocation reimbursement, from any severance benefits payable to you, to the fullest extent permitted by law. Any offset shall be considered a reduction in severance benefits under this Plan (but may still be considered taxable income under applicable law).

Deductions

Federal, state, and local income taxes and other deductions required by law will be withheld from all severance benefits.

Correction of Errors

The Company reserves the right to correct any errors that may occur in administering the Plan. The Company has the right to recover, at any time, any excess severance benefits that occur if severance benefits paid exceed those due to you because of a mistake, incorrect information about your entitlement to severance benefits, or any other reason. The Company may recover any excess severance benefits paid to you in any of the following ways:

- Reducing or suspending future severance benefit payments;
- Requesting direct payment from you;
- Withholding wages, or any other money owed to you, if permitted by applicable law; and
- Using other appropriate legal means.

These remedies are not exclusive, and the Company may pursue any other legal claims and/or remedies that it may have against you arising out of or related to the facts supporting the correction of any errors under this Plan as described above.

PLAN ADMINISTRATION

This information about the administration of the Plan is provided in compliance with the Employee Retirement Income Security Act of 1974, as amended (ERISA). While you should not need these details on a regular basis, the information may be useful if you have specific questions about the Plan.

Plan Sponsor

The name and address of the plan sponsor are:

ZimVie Inc.
10225 Westmoor Drive
Westminster, CO 80021

This Plan is a welfare benefit plan that provides severance benefits to eligible executives.

Plan Administrator

The name, address and telephone number of the plan administrator and named fiduciary are:

While ZimVie Inc. is a subsidiary of Zimmer Biomet Holdings, Inc.:

Administrative Committee
Zimmer Biomet Holdings, Inc.
345 East Main Street
Warsaw, IN 46580
1-574-267-6131

Once ZimVie Inc. is an independent public company and no longer a subsidiary of Zimmer Biomet Holdings, Inc.:

Administrative Committee
ZimVie Inc.
10225 Westmoor Drive
Westminster, CO 80021
1-303-443-7500

The administration of the Plan will be under the supervision of the plan administrator. To the fullest extent permitted by law, the plan administrator will have the discretion to determine all matters relating to eligibility, coverage, and benefits under the Plan. Benefits under the Plan will be paid only if the plan administrator or any authorized delegate decides in the administrator's or delegate's discretion that the applicant is entitled to them. The plan administrator will also have the discretion to determine all matters relating to the interpretation and operation of the Plan. Any determination by the plan administrator or any authorized delegate shall be final and binding.

Questions regarding this Plan should be directed to the plan administrator at the address shown above.

In addition to any other authority or responsibility placed upon the plan administrator under the terms of this Plan or applicable law, the plan administrator is responsible for and authorized to do the following:

- To grant or deny an individual's claim for benefits under the Plan;

- To require any individual seeking benefits under the Plan to furnish such information as the plan administrator may request for the purpose of the proper administration of the Plan and as a condition to receiving any benefits under the Plan;
- To make and enforce such rules and regulations and prescribe the use of such forms as the plan administrator deems necessary for the efficient administration of the Plan;
- To decide such questions as may arise in connection with the operation of the Plan including, but not limited to, questions concerning the eligibility of any individual to participate in or receive benefits under the Plan;
- To determine the amount of benefits which shall be payable to an executive in accordance with the provisions of the Plan and to authorize payment of such benefits;
- To require, as a condition of receiving any benefits payable under the Plan, the filing of an authorization or release by the spouse of an eligible executive divesting such spouse of any right in the Plan or in any payments thereunder which such spouse may have by operation of law under the laws of his or her matrimonial domicile or otherwise;
- To comply with all reporting and disclosure requirements with respect to the Plan;
- To interpret and construe, with discretionary authority, the provisions of the Plan and to resolve ambiguities, inconsistencies and omissions therein;
- To employ legal counsel, who may be counsel to the Company, in which case the employment of such counsel shall not be construed or otherwise used in any direct or indirect manner to support any allegation of an actual or purported conflict of interest (inherent, structural, or otherwise) under the Plan, and such other specialists or persons as the plan administrator deems necessary or desirable in connection with the administration of the Plan; and
- To delegate any of the plan administrator's discretionary or ministerial responsibilities to other designated persons as the plan administrator may see fit, including, but not limited to, the determination of questions concerning the eligibility of any employee to participate in or receive benefits under the Plan, the interpretation and construction of the provisions of the Plan and the resolution of ambiguities, inconsistencies, and omissions therein, and the resolution of any appeal of the denial of a claim for benefits under the Plan. The delegation of ministerial responsibilities may be effected with or without written instrument, including pursuant to a standard operating procedure that the plan administrator utilizes to administer the Plan. The delegation of discretionary responsibilities will be effected by written instrument executed by the plan administrator. Notwithstanding the foregoing, the plan administrator's failure to delegate responsibilities in writing shall not affect or undermine the propriety of any delegation of the plan administrator's responsibilities under the Plan, and the plan administrator may ratify, at any later time, through written instrument or otherwise, actions that a delegate has taken in accordance with delegation authority not previously conveyed through written instrument, upon which ratification the delegate's actions shall be treated as if originally taken under a delegation effected in accordance with the terms of the Plan. The determination of the plan administrator as to any question involving the general administration and interpretation of the Plan, and such determinations made by each person to whom the plan administrator may delegate the plan administrator's responsibilities under the Plan, shall be final, conclusive and binding upon all persons claiming any interest in or under the Plan except as otherwise provided by law. Any discretionary actions to be taken under the Plan by the plan administrator, and such actions taken by each person to whom the plan administrator may delegate the plan administrator's responsibilities under the Plan, shall not be subject to de novo review if challenged in court, by arbitration or in any other forum, and shall be upheld unless found to be an abuse of discretion.

Consistent with the requirements of ERISA and the regulations thereunder of the Secretary of Labor, the plan administrator will:

- Provide adequate notice in writing to any individual whose claim for benefits under the Plan has been denied, setting forth specific reasons for such denial, written in a manner calculated to be understood by such employee or former employee, and
- Afford a reasonable opportunity to any individual whose claim for benefits has been denied for a full and fair review of the decision denying the claim.

Agent for Service of Legal Process

The name and address of the agent for service of legal process are:

Corporate Secretary
ZimVie Inc.
10225 Westmoor Drive
Westminster, CO 80021

Legal process also can be served on the plan administrator.

Identification Numbers

The Employer Identification Number (EIN) assigned by the Internal Revenue Service to the Company is 87-2007795. The plan number for the Plan is [513].

Plan Year

The plan year for the Plan is January 1 through December 31.

Plan Funding

The Plan is funded from the general assets of the Company, as needed. Executives are not required to contribute to the Plan.

Amendments/Reservation of Rights

The Plan may be amended by the duly authorized action of the Committee or by the Board, should the Board limit or remove the authority of the Committee to approve such Plan changes.

The Company reserves the right, as described above, to amend, terminate, suspend, withdraw, or modify the Plan, in whole or in part, at any time, for any or no reason, and without prior notice. Any Plan amendments may be made by execution of a written document incorporating the changes. The Company also reserves in the plan administrator and service providers, as applicable, the discretionary authority and responsibility to interpret and construe the provisions of the Plan as described in the above *Plan Administrator* section.

Plan Document

This document serves as both the summary plan description (SPD) and the official plan document for the ZimVie Inc. Executive Severance Plan.

CLAIM AND APPEAL PROCESS FOR SEVERANCE BENEFITS

As further explained below, if your claim for severance benefits is denied, you will receive a notice in writing that explains the reasons for the denial. You will then have the opportunity to appeal the denial of your claim and receive a full and fair review of the decision.

Initial Claim for Benefits

The plan administrator, or its delegate, will consider your involuntary termination to be a claim for benefits under the Plan. Notwithstanding the foregoing, if you believe that you are entitled to benefits under this Plan, you may submit a claim to the plan administrator within 60 days of your date of termination. Your claim submission must be written and delivered to the plan administrator.

If the plan administrator delegates the initial determination on your claim, that delegation shall be considered a delegation of the plan administrator's ministerial responsibilities under the Plan, unless the plan administrator determines that the delegation was of its discretionary responsibilities under the Plan and effects, or ratifies, the discretionary delegation in accordance with the Plan's terms.

If the determination on your claim is adverse because your claim is denied in whole or in part, the plan administrator or its delegate will notify you of that adverse determination within a reasonable period of time, but not later than 90 days after receiving the claim, or within 90 days of your date of termination if the plan administrator or its delegate has automatically considered your termination to be a claim for benefits under the Plan.

If an adverse determination is made on your claim, the plan administrator's, or its delegate's, notice to you will include:

- The specific reason(s) for the adverse benefit determination;
- References to the specific Plan provisions on which the benefit determination is based; and
- A description of the Plan's appeal procedures and the time limits applicable to those procedures, including a statement of your right to bring a civil action under ERISA after an adverse determination on appeal.

The 90-day claim determination period may be extended for up to an additional 90 days if the plan administrator or its delegate (1) determines that special circumstances require an extension of time for processing the claim, and (2) notifies you, before the initial 90-day period expires, of the special circumstances requiring the extension of time along with the date by which it expects to render a determination.

In the event that additional material or information is needed from you to process and make a determination on your claim, the plan administrator or its delegate will send you a request for that information, along with an explanation of why it is necessary. If an extension of time is necessary in order to obtain such additional information, the Plan's time frame for making a benefit determination on review will be suspended from the date the plan administrator or its delegate sends you the request for information with an extension notification until the date you respond to the request for additional information.

Procedures for Appealing an Adverse Benefit Determination

If you receive an adverse benefit determination, you may appeal that determination. You or your authorized representative will have 60 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. You have the right to:

- Request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. For this purpose, a document, record, or other information is treated as "relevant" to your claim if it:
 - Was relied upon in making the benefit determination;

- Was submitted, considered, or generated in the course of making the benefit determination, regardless of whether such document, record or other information was relied upon in making the benefit determination; or
 - Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.
- Submit written comments, documents, records, and other information relating to your claim for benefits, which will be taken into account in the review on appeal, regardless of whether the information was submitted or considered in the initial benefit determination.

The plan administrator or its delegate will notify you of the determination on appeal within a reasonable period of time, but not later than 60 days after receipt of your request to appeal. This 60-day period may be extended for up to an additional 60 days if the plan administrator or its delegate (1) determines that special circumstances require an extension of time for processing the claim, and (2) notifies you, before the initial 60-day period expires, of the special circumstances requiring the extension of time and the date by which a determination on review is expected.

In the event that additional material or information is needed from you to process and make a determination on your request for appeal, the plan administrator or its delegate will send you a request for that information. If an extension of time is necessary in order to obtain such additional information, the time frame for making a benefit determination on appeal will be suspended from the date the plan administrator or its delegate sends you the request for information with an extension notification until the date you respond to the request for additional information.

If an adverse determination is made on your appeal, the plan administrator's or its delegate's notice to you will include:

- The specific reason(s) for the adverse benefit determination;
- References to the specific Plan provisions on which the benefit determination is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- A statement describing any further voluntary appeal procedures that may be offered under the Plan and your right to obtain information about such procedures, and a statement of your right to bring an action under ERISA.

You must use and exhaust the Plan's administrative claim and appeal procedures described above before bringing a lawsuit claiming benefits under the Plan in either state or federal court. Your failure to follow the Plan's prescribed procedures in a timely manner may cause you to lose your right to contest an adverse benefit determination in court. Any lawsuit claiming benefits must be filed within two years from your date of termination. In other words, you may not file a lawsuit related to any claim for benefits under the Plan on or after the second anniversary of your termination date.

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated SPD. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Enforce Your Rights

If your claim for Plan benefits is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted the Plan's claims and appeals procedures as described in the *Claim and Appeal Process for Severance Benefits* section.

If it should happen that Plan fiduciaries misuse Plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

GENERAL PROVISIONS

The Plan shall not be deemed to constitute a contract of employment, nor shall anything contained herein be deemed to give you any right to be retained in the employ of any employer or to interfere with the rights of the employer to discharge you at any time and to treat you without regard to the effect which such treatment might have upon you with respect to participation in the Plan.

If the plan administrator or its delegate determines that you are entitled to benefits under the Plan but are incompetent or unable to care for your affairs by reason of physical or mental disability, the plan administrator or its delegate may cause all payments thereafter becoming due to you to be made to another person for your benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this provision shall completely discharge the Company, its direct and indirect subsidiaries and affiliates, the plan administrator, its delegate(s), and the named fiduciary with respect to such payments.

In the United States, the Plan is not in lieu of, and does not affect any requirement for coverage by, workers' compensation insurance.

You have no right to anticipate, expect, assign, or otherwise dispose of any interest under the Plan, nor may your interests under the Plan be assigned or transferred by operation of law.

GOVERNING LAW

The provisions of the Plan shall be construed, administered and governed under the laws of the State of Colorado to the extent such laws are not pre-empted by ERISA. To the extent that the laws of a country other than the United States may apply to an eligible executive, the Plan shall be administered consistent with the laws of the other country, or, in the alternative and notwithstanding any other provisions of this Plan, the plan administrator or its delegate may deem the executive ineligible to participate in this Plan, and the Company may provide alternative benefits as it deems reasonable in its sole discretion.

SECTION 409A

The Plan is intended to comply with the requirements of Section 409A of the Internal Revenue Code (the "Code") and shall be interpreted and construed consistently with such intent. Payments to you pursuant to the Plan are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and, for purposes of such exemptions, each payment under the Plan shall be considered a separate payment. In the event the terms of the Plan would subject you to taxes or penalties under Section 409A of the Code ("409A Penalties"), the Company shall cooperate diligently with you to amend the terms of the Plan to avoid such 409A Penalties, to the extent possible. Notwithstanding any other provision in the Plan, if you are a "specified employee," as defined in Section 409A of the Code, as of the date of your separation from service, then to the extent any amount payable under the Plan (i) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (ii) is payable upon your separation from service and (iii) under the terms of the Plan would be payable prior to the six-month anniversary of your separation from service, such payment shall be delayed until the earlier to occur of (a) the six-month anniversary of your separation from service or (b) the date of your death. In addition to the foregoing, to the extent that any payment of deferred compensation subject to Section 409A of the Code is contingent upon the execution of a written release, if the designated period for executing a written release spans two tax years, the payment will be paid in the second tax year.

[End of Plan document.]

ZIMVIE INC. CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS AGREEMENT, dated as of March 1, 2022, is made by and between ZimVie Inc., a Delaware corporation (the “Company”), and Vafa Jamali (the “Executive”). The capitalized words and terms used throughout this Agreement are defined in Article XIII.

Recitals

A. The Company considers it essential to the best interests of its stockholders to foster the continuous employment of key management personnel.

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

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

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

Agreement

In consideration of the premises and the mutual covenants and agreements set forth below, the Company and the Executive agree as follows:

ARTICLE I**Term of Agreement**

This Agreement will commence on the date stated above and will continue in effect through December 31, 2022. Beginning on January 1, 2023, and each subsequent January 1, the term of this Agreement will automatically be extended for one additional year, unless either party gives the other party written notice not to extend this Agreement at least 30 days before the extension would otherwise become effective or unless a Change in Control occurs prior to such January 1. If a Change in Control occurs during the term of this Agreement (regardless whether before or after the delivery of any written notice of non-extension in accordance with the preceding sentence), this Agreement will continue in effect for a period of 24 months from the end of the month in which the Change in Control occurs and will thereafter terminate.

ARTICLE II

Compensation other than Severance Payments

SECTION 2.01. Disability Benefits. Following a Change in Control and during the term of this Agreement, during any period that the Executive fails to perform the Executive's full-time duties with the Company as a result of Disability, the Executive will receive short-term and long-term disability benefits as provided under short-term and long-term disability plans having terms no less favorable than the terms of the Company's short-term and long-term disability plans as in effect immediately prior to the Change in Control, together with all other compensation and benefits payable to the Executive pursuant to the terms of any compensation or benefit plan, program, or arrangement maintained by the Company during the period of Disability.

SECTION 2.02. Compensation Previously Earned. If the Executive's employment is terminated for any reason following a Change in Control and during the term of this Agreement, the Company will pay the Executive's salary accrued through the Date of Termination, at the rate in effect at the time the Notice of Termination is given, together with all other compensation and benefits payable to the Executive through the Date of Termination under the terms of any compensation or benefit plan, program, or arrangement maintained by the Company during that period.

SECTION 2.03. Normal Post-Termination Compensation and Benefits. Except as provided in Section 3.01, if the Executive's employment is terminated for any reason following a Change in Control and during the term of this Agreement, the Company will pay the Executive the normal post-termination compensation and benefits payable to the Executive under the terms of the Company's retirement, insurance, and other compensation or benefit plans, programs, and arrangements, as in effect immediately prior to the Change in Control. This provision does not restrict the Company's right to amend, modify, or terminate any plan, program, or arrangement prior to a Change in Control.

SECTION 2.04. No Duplication. Notwithstanding any other provision of this Agreement to the contrary, the Executive will not be entitled to duplicate benefits or compensation under this Agreement and the terms of any other plan, program, or arrangement maintained by the Company or any affiliate.

ARTICLE III

Severance Payments

SECTION 3.01. Payment Triggers.

(a) In lieu of any other severance compensation or benefits to which the Executive may otherwise be entitled under any agreement, plan, program, policy, or arrangement of the Company (and which the Executive hereby expressly waives), the Company will pay the Executive the Severance Payments described in Section 3.02 upon termination of the Executive's employment following a Change in Control and during the term of this Agreement, in addition to the payments and benefits described in Article II, unless the termination is (1) by the Company for Cause, (2) by reason of the Executive's death, or (3) by the Executive without Good Reason.

(b) For purposes of this Section 3.01, the Executive's employment will be deemed to have been terminated following a Change in Control by the Company without Cause or by the Executive with Good Reason if (1) the Executive's employment is terminated without Cause prior to a Change in Control at the direction of a Person who has entered into an agreement with the Company, the consummation of which will constitute a Change in Control; or (2) the Executive terminates his employment with Good Reason prior to a Change in Control (determined by treating a Potential Change in Control as a Change in Control in applying the definition of Good Reason), if the circumstance or event that constitutes Good Reason occurs at the direction of such a Person.

(c) The Severance Payments described in this Article III are subject to the conditions stated in Article VI.

SECTION 3.02. Severance Payments. The following are the Severance Payments referenced in Section 3.01:

(a) Lump Sum Severance Payment. In lieu of any further salary payments to the Executive for periods after the Date of Termination, and in lieu of any severance benefits otherwise payable to the Executive, the Company will pay to the Executive, in accordance with Section 3.04, a lump sum severance payment, in cash, equal to two and one-half (2-1/2) times the sum of (1) the higher of the Executive's annual base salary in effect immediately prior to the event or circumstance upon which the Notice of Termination is based or in effect immediately prior to the Change in Control, and (2) if Severance Payments are triggered under Section 3.01(a), the amount of the Executive's target annual bonus entitlement under the Incentive Plan (or any other bonus plan of the Company then in effect) as in effect immediately prior to the event or circumstance giving rise to the Notice of Termination, or, if Severance Payments are triggered under Section 3.01(b), the amount of the largest aggregate

annual bonus paid to the Executive by the Company (or by the Company's former parent, Zimmer Biomet Holdings, Inc.) with respect to the three years immediately prior to the year in which the Notice of Termination was given. If the Board determines that it is not workable to determine the amount that the Executive's target bonus would have been for the year in which the Notice of Termination was given, then, for purposes of this paragraph (a), the Executive's target annual bonus entitlement will be the amount of the largest aggregate annual bonus paid to the Executive by the Company (or by the Company's former parent, Zimmer Biomet Holdings, Inc.) with respect to the three years immediately prior to the year in which the Notice of Termination was given.

(b) Incentive Compensation. Notwithstanding any provision of the Incentive Plan or any other compensation or incentive plans of the Company, the Company will pay to the Executive, in accordance with Section 3.04, a lump sum amount, in cash, equal to the sum of (1) any incentive compensation that has been allocated or awarded to the Executive for a completed calendar year or other measuring period preceding the Date of Termination (to the extent not payable pursuant to Section 2.02) provided that, if Severance Payments are triggered under Section 3.01(b), the performance conditions applicable to such incentive compensation are met, and (2) if Severance Payments are triggered under Section 3.01(a), a pro rata portion (based on elapsed time) to the Date of Termination of the aggregate value of all contingent incentive compensation awards to the Executive for the current calendar year or other measuring period under the Incentive Plan, the Award Plan, or any other compensation or incentive plans of the Company, calculated as to each such plan using the Executive's annual target percentage under that plan for that year or other measuring period and as if all conditions for receiving that target award had been met, or, if Severance Payments are triggered under Section 3.01(b), then with respect to each such plan, an amount equal to the average annual award paid to the Executive under such plan (or under a comparable plan of the Company's former parent, Zimmer Biomet Holdings, Inc.) during the three years immediately prior to the year in which the Notice of Termination was given multiplied by a fraction, the numerator of which is the number of whole months elapsed since the beginning of the calendar year or other measuring period to the Date of Termination and the denominator of which is 12 (or the number of whole months in the measuring period).

(c) Equity-Based Compensation. To the extent not otherwise provided under the written agreement evidencing the grant of any equity-based award to the Executive, (1) all outstanding Options will become immediately vested and exercisable (to the extent not yet vested and exercisable as of the Date of Termination), (2) all time-based restrictions imposed under all outstanding awards of restricted stock and restricted

stock units (including performance-based restricted stock and restricted stock units) shall immediately lapse, and (3) with respect to an equity-based award that is subject to the satisfaction of any targets for Performance Criteria (as defined under the Award Plan), the number of Shares or units deemed earned shall be the greater of (i) the target number of Shares or units specified in the Executive's award agreement or (ii) the number of Shares or units that would have been earned by applying the Performance Criteria specified in the award agreement to the Company's actual performance from the beginning of the applicable award period to the date of the Change in Control. Notwithstanding the foregoing, equity-based awards remain subject to any forfeiture or clawback claims under the Award Plan or applicable award agreement.

(d) Welfare Benefits. Except as otherwise provided in this Section 3.02(d), for a 24-month period after the Date of Termination, the Company will arrange to provide the Executive with life insurance coverage substantially similar to that which the Executive is receiving from the Company immediately prior to the Notice of Termination (without giving effect to any reduction in that coverage subsequent to a Change in Control). Life insurance coverage otherwise receivable by the Executive pursuant to this Section 3.02(d) will be reduced to the extent comparable coverage is actually received by or made available to the Executive without greater cost to Executive than as provided by the Company during the 24-month period following the Executive's termination of employment (and the Executive will report to the Company any such coverage actually received by or made available to the Executive).

If, as of the Date of Termination, the Company reasonably determines that the continued life insurance coverage required by this Section 3.02(d) is not available from the Company's group insurance carrier, cannot be procured from another carrier, and cannot be provided on a self-insured basis without adverse tax consequences to the Executive or his death beneficiary, then, in lieu of continued life insurance coverage, the Company will pay the Executive, in accordance with Section 3.04, a lump sum payment, in cash, equal to 24 times the full monthly premium payable to the Company's group insurance carrier for comparable coverage for an executive employee under the Company's group life insurance plan then in effect.

The Company will offer the Executive and any eligible family members the opportunity to elect to continue medical and dental coverage pursuant to COBRA. The Executive will be responsible for paying the required monthly premium for that coverage, but the Company will pay the Executive, in accordance with Section 3.04, a lump sum cash stipend equal to 24 times the monthly COBRA premium then charged to qualified beneficiaries for the same level of health and dental coverage the Executive had in effect immediately prior to his

termination, and the Executive may, but is not required to, choose to use the stipend for the payment of COBRA premiums for any COBRA coverage that the Executive or eligible family members may elect. The Company will pay the stipend to the Executive whether or not the Executive or any eligible family member elects COBRA coverage, whether or not the Executive continues COBRA coverage for the maximum period permitted by law, and whether or not the Executive receives medical or dental coverage from another employer while the Executive is receiving COBRA continuation coverage. Payment of the stipend will not in any way extend or modify the Executive's continuation coverage rights under COBRA or any similar continuation coverage law.

(e) Matching Contributions. In addition to the vested amounts, if any, to which the Executive is entitled under the Savings Plan as of the Date of Termination, the Company will pay the Executive, in accordance with Section 3.04, a lump sum amount equal to the value of the unvested portion, if any, of the employer matching contributions (and attributable earnings) credited to the Executive under the Savings Plan.

(f) Outplacement Services. For a period not to exceed six (6) months following the Date of Termination, the Company will provide the Executive with reasonable outplacement services consistent with past practices of the Company prior to the Change in Control or, if no past practice has been established prior to the Change in Control, consistent with the prevailing practice in the medical device manufacturing industry (with a value not to exceed \$25,000).

SECTION 3.03. Limitation on Severance Payments.

(a) Notwithstanding anything to the contrary contained in this Agreement, in the event that any Severance Payments paid or payable to the Executive or for his benefit pursuant to the terms of this Agreement or otherwise in connection with a Change in Control ("Total Payments") would be subject to any Excise Tax, then the value of the Total Payments will be reduced to the extent necessary so that, within the meaning of Code Section 280G(b)(2)(A)(ii), the aggregate present value of the payments in the nature of compensation to (or for the benefit of) the Executive that are contingent on a Change in Control (with a Change in Control for this purpose being defined in terms of a "change" described in Code Section 280G(b)(2)(A)(i) or (ii)), do not exceed 2.999 multiplied by the Base Amount. For this purpose, cash Severance Payments will be reduced first (if necessary, to zero), and all other, non-cash Severance Payments will be reduced next (if necessary, to zero). For purposes of the limitation described in the preceding sentence, the following will not be taken into account: (1) any portion of the Total Payments the receipt or enjoyment of which the Executive effectively waived in writing prior to the Date of Termination, and (2) any portion of the Total Payments that, in the opinion of the Accounting Firm, does not constitute a "parachute payment" within the meaning of Code Section 280G(b)(2).

(b) For purposes of this Section 3.03, the determination of whether any portion of the Total Payments would be subject to an Excise Tax will be made by an Accounting Firm selected by the Company and reasonably acceptable to the Executive. For purposes of that determination, the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments will be determined by the Accounting Firm in accordance with the principles of Section 280G(d)(3) and (4).

SECTION 3.04. Time of Payment. Except as otherwise expressly provided in Section 3.02, payments provided for in that Section will be made as follows:

(a) Subject to Section 3.04(c), if Executive signs and does not rescind the General Release in accordance with Section 6.03, the Company will pay to the Executive the amount due under Section 3.02 on the sixtieth (60th) business day following the Date of Termination.

(b) At the time that payment is made under Section 3.04(a), the Company will provide the Executive with a written statement setting forth the manner in which all of the payments to Executive under this Agreement were calculated and the basis for the calculations including, without limitation, any opinions or other advice the Company received from auditors or consultants (other than legal counsel) with respect to the calculations (and any such opinions or advice that are in writing will be attached to the statement).

(c) Notwithstanding any of the foregoing, any and all payments under this Agreement that constitute deferred compensation under the Section 409A Standards shall be suspended until, and will be payable on, the date that is six (6) months after the Executive's separation from service (or, if earlier, the date the Executive dies after separation from service).

SECTION 3.05. Attorneys' Fees and Expenses. To the extent permissible under the Section 409A Standards, if the Executive finally prevails with respect to any bona fide, good faith dispute between the Executive and the Company regarding the interpretation, terms, validity or enforcement of this Agreement (including any dispute as to the amount of any payment due under this Agreement), the Company will pay or reimburse the Executive for all reasonable attorneys' fees and expenses incurred by the Executive in connection with that dispute pursuant to the terms of this paragraph. Payment or reimbursement of those fees and expenses will be made within fifteen (15) business days after delivery of the Executive's written request for payment, accompanied by such evidence of fees and expenses incurred as the Company reasonably may require, but the Executive may not

submit such a request until the dispute has been finally resolved by a legally binding settlement or by an order or judgment that is not subject to appeal or with respect to which all appeals have been exhausted. Any payment pursuant to this paragraph will be made no later than the end of the calendar year following the calendar year in which the dispute is finally resolved by a legally binding settlement or nonappealable judgment or order.

In addition, the Company will pay the reasonable legal fees and expenses incurred by the Executive in connection with any tax audit or proceeding to the extent attributable to the application of Code Section 4999 to any payment or benefit provided under this Agreement and including, but not limited to, auditors' fees incurred in connection with the audit or proceeding. Payment pursuant to the preceding sentence shall be made within fifteen (15) business days after the delivery of the Executive's written request for payment, accompanied by such evidence of fees and expenses incurred as the Company reasonably may require, but in no case later than the end of the calendar year following the calendar year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the matter.

ARTICLE IV

Termination of Employment

SECTION 4.01. **Notice of Termination.** After a Change in Control or otherwise in connection with any termination described in Section 3.01(b) and during the term of this Agreement, any purported termination of the Executive's employment (other than by reason of death) will be communicated by a written notice of termination from one party to the other party in accordance with Article VIII (a "Notice of Termination"). The Notice of Termination will indicate the specific termination provision in this Agreement relied upon and will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the cited provision.

SECTION 4.02. **Date of Termination.** Except as otherwise provided in Section 4.01, with respect to any purported termination of the Executive's employment after a Change in Control and during the term of this Agreement, the term "Date of Termination" will have the meaning set forth in this Section. If the Executive's employment is terminated for Disability, Date of Termination means thirty (30) days after Notice of Termination is given, provided that the Executive does not return to the full-time performance of the Executive's duties during that 30-day period. If the Executive's employment is terminated for any other reason, Date of Termination means the date specified in the Notice of Termination, which, in the case of a termination by the Company, cannot be less than 30 days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, cannot be less than 15 days nor more than 60 days from the date on which the Notice of Termination is given.

ARTICLE V

No Mitigation

The Company agrees that, if the Executive's employment by the Company is terminated during the term of this Agreement, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Article III. Further, the amount of any payment or benefit provided for in Article III (other than Section 3.02(d)) will not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

ARTICLE VI

The Executive's Covenants

SECTION 6.01. Noncompetition Agreement. In consideration for this Agreement, the Executive will execute, concurrent with the execution of this Agreement, a noncompetition agreement with the Company; provided, however, that if the Executive has an existing noncompetition agreement with the Company, the Company, rather than entering into a new noncompetition agreement with the Executive, may instead, as a condition to entering into this agreement, require that the Executive acknowledge and affirm his continuing obligations under such existing noncompetition agreement and re-affirm his agreement to honor the obligations as set forth in that document.

SECTION 6.02. Potential Change in Control. The Executive agrees that, subject to the terms and conditions of this Agreement, in the event of a Potential Change in Control during the term of this Agreement, the Executive will remain employed by the Company until the earliest of (a) a date that is six months following the date of the Potential Change of Control, (b) the date of a Change in Control, (c) the date on which the Executive terminates employment for Good Reason (determined by treating the Potential Change in Control as a Change in Control in applying the definition of Good Reason) or by reason of death, or (d) the date the Company terminates the Executive's employment for any reason.

SECTION 6.03. General Release. The Executive agrees that, notwithstanding any other provision of this Agreement, the Executive will not be eligible for any Severance Payments under this Agreement unless the Executive timely signs, and does not timely revoke, a General Release in substantially the form attached to this Agreement as Exhibit A. The Executive will be given 21 days to consider the terms of the General Release. The General Release will not become effective until seven days following the date the General Release is executed. If the Executive does not return the executed General Release to the Company by the end of the 21-day period, that failure will be deemed a refusal to sign, and the Executive will not be entitled to receive any Severance Payments under this Agreement. In certain circumstances, the 21-day period to consider the General Release may be extended to a 45-day period. The Executive will be advised in writing if the 45-day period is applicable. In the absence of such notice, the 21-day period applies. If any payment under this Agreement constitutes deferred compensation under the Section 409A Standards, and the 21-day or 45-day review period extends into a new calendar year, any payment of such deferred compensation shall occur in the new calendar year.

ARTICLE VII

Successors; Binding Agreement

SECTION 7.01. Obligation of Successors.

(a) In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no succession had occurred.

(b) Subject to Section 7.01(c), failure of the Company to obtain such an assumption and agreement under Section 7.01(a) prior to the effectiveness of any such succession will be a breach of this Agreement and will entitle the Executive to compensation from the Company in the same amount as the Executive would be entitled to under this Agreement if the Executive were to terminate employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date on which the succession becomes effective will be deemed the Date of Termination.

(c) Payment of benefits under Section 7.01(b) shall be made on the deemed Date of Termination if, and only if, the succession resulted from a transaction that satisfies the definition of change in control under Section 409A of the Code. If the transaction does not satisfy the definition of change in control under Section 409A, payment of benefits due under Section 7.01(b) shall be made within 30 days of the Executive's actual date of termination of employment, subject to the provisions of Section 3.04(c). No interest or earnings shall be paid due to any delay in payment under this Section 7.01(c).

SECTION 7.02. Enforcement Rights of Others. This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any amount is still payable to the Executive under this Agreement, (other than amounts that, by their terms, terminate upon the Executive's death), then, unless otherwise provided in this Agreement, all such amounts will be paid in accordance with the terms of this Agreement to the executors, personal representatives, or administrators of the Executive's estate.

ARTICLE VIII

Notices

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

To the Company:
ZimVie Inc.
Attention: Chief Legal & Compliance Officer
10225 Westmoor Drive
Westminster, CO 80021

To the Executive:
At Executive's principal residence as reflected in the records of the Company

ARTICLE IX

Miscellaneous

This Agreement will not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive will not have any right to be retained in the employ of the Company. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification, or discharge is agreed to in writing and signed by the Executive and an officer of the Company specifically designated by the Board. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any other time. Neither party has made any agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement that are not expressly set forth in this Agreement. Except as provided in the following two sentences, the validity, interpretation, construction, and performance of this Agreement will be

governed by the laws of the State of Colorado, to the extent not preempted by federal law. This Agreement will at all times be effected, construed, interpreted, and applied in a manner consistent with the Section 409A Standards, and in resolving any uncertainty as to the meaning or intention of any provision of this Agreement, the interpretation that will prevail is the interpretation that causes the Agreement to comply with the Section 409A Standards. In addition, to the extent that any terms of this Agreement would subject the Executive to gross income inclusion, interest, or additional tax pursuant to Code Section 409A, those terms are to that extent superseded by the applicable Section 409A Standards. All references to sections of the Exchange Act or the Code will be deemed also to refer to any successor provisions to those sections. Any payments provided for under this Agreement will be paid net of any applicable withholding required under federal, state, or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under Articles III, IV, and VI will survive the expiration of the term of this Agreement. In no event shall Company be liable for any taxes, penalties, interest or additional tax payments assessed against Executive because of any benefits, remuneration or reimbursements provided under this Agreement.

ARTICLE X

Validity

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

ARTICLE XI

Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

ARTICLE XII

Settlement of Disputes; Arbitration

All claims by the Executive for benefits under this Agreement must be in writing and will be directed to and determined by the Board. Any denial by the Board of a claim for benefits under this Agreement will be delivered to the Executive in writing and will set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board will afford a reasonable opportunity to the Executive for a review of the decision denying a claim and will further allow the Executive to appeal to the Board a decision of the Board within 60 days after notification by the Board that the Executive's claim has been denied. Any further dispute or

controversy arising under or in connection with this Agreement will be settled exclusively by arbitration in Denver, Colorado in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Each party will bear its own expenses in the arbitration for attorneys' fees, for its witnesses, and for other expenses of presenting its case. Other arbitration costs, including arbitrators' fees, administrative fees, and fees for records or transcripts, will be borne equally by the parties. Notwithstanding anything in this Article to the contrary, if the Executive prevails with respect to any dispute submitted to arbitration under this Article, the Company will reimburse or pay all reasonable legal fees and expenses that the Executive incurred in connection with that dispute as required by Section 3.05.

ARTICLE XIII

Definitions

For purposes of this Agreement, the following terms will have the meanings indicated below:

(a) "Accounting Firm" means an accounting firm, other than the Company's independent auditors, that is designated as one of the four largest accounting firms in the United States.

(b) "Award Plan" means the Company's 2022 Stock Incentive Plan and any successor stock incentive plan of the Company.

(c) "Base Amount" has the meaning stated in Code Section 280G(b)(3).

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

(e) "Board" means the Board of Directors of the Company.

(f) "Cause" for termination by the Company of the Executive's employment, after any Change in Control, means (1) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive pursuant to Section 4.01) for a period of at least 30 consecutive days after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties; (2) the Executive willfully engages in conduct that is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise; or (3) the Executive is convicted of, or has entered a plea of no contest to, a felony. For purposes of clauses (1) and (2) of this definition, no act, or failure to act, on the Executive's part will be deemed "willful" unless it is done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company.

(g) A “Change in Control” will be deemed to have occurred if any of the following events occur:

- (1) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by that Person any securities acquired directly from the Company or its affiliates) representing 20% or more of the combined voting power of the Company’s then-outstanding securities; or
- (2) during any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of the period constitute the Board and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in clause (1), (3) or (4) of this paragraph whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously approved), cease for any reason to constitute a majority of the Board; or
- (3) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than (A) a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior to the merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company, at least 75% of the combined voting power of the voting securities of the Company or the surviving entity outstanding immediately after the merger or consolidation; or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person acquires more than 50% of the combined voting power of the Company’s then-outstanding securities; or
- (4) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets.

Notwithstanding the foregoing, a Change in Control will not include any event, circumstance, or transaction occurring during the six-month period following a Potential Change in Control that results from the action of any entity or group that includes, is affiliated with, or is wholly or partly controlled by the Executive; provided, further, that such an action will not be taken into account for this purpose if it occurs within a six-month period following a Potential Change in Control resulting from the action of any entity or group that does not include the Executive. Additionally, notwithstanding the foregoing, in no event will the distribution of the Company's common stock to stockholders of Zimmer Biomet Holdings, Inc. pursuant to the Separation and Distribution Agreement by and between Zimmer Biomet Holdings, Inc. and the Company constitute a Change in Control or Potential Change in Control for purposes of this Agreement.

(h) "COBRA" means the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(i) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and interpretative rules and regulations.

(j) "Company" means ZimVie Inc., a Delaware corporation, and any successor to its business and/or assets that assumes and agrees to perform this Agreement by operation of law, or otherwise (except in determining, under Section XIII(g), whether or not any Change in Control of the Company has occurred in connection with the succession).

(k) "Date of Termination" has the meaning stated in Section 4.02.

(l) "Disability" has the meaning stated in the Company's short-term or long-term disability plan, as applicable, as in effect immediately prior to a Change in Control.

(m) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and interpretive rules and regulations.

(n) "Excise Tax" means any excise tax imposed under Code Section 4999.

(o) "Executive" means the individual named in the first paragraph of this Agreement.

(p) "General Release" has the meaning stated in Section 6.03.

(q) "Good Reason" for termination by the Executive of the Executive's employment means the occurrence (without the Executive's express written consent) of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (1), (4), (5), (6), or (7) below, the act or failure to act is corrected prior to the Date of Termination specified in the Executive's Notice of Termination:

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

(2) a reduction by the Company in the Executive's annual base salary as in effect on the date of this Agreement or as the same may be increased from time to time, or the level of the Executive's entitlement under the Incentive Plan as in effect on the date of this Agreement or as the same may be increased from time to time;

(3) the Company's requiring the Executive to be based more than 50 miles from the Company's offices at which the Executive is based immediately prior to a Change in Control (except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control), or, in the event the Executive consents to any such relocation of his offices, the Company's failure to provide the Executive with all of the benefits of the Company's relocation policy as in operation immediately prior to the Change in Control;

(4) the Company's failure, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation (which means, for purposes of this paragraph (4), the Executive's annual base salary as in effect on the date of this Agreement, or as it may be increased from time to time, and the awards earned pursuant to the Incentive Plan) or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven days of the date the compensation is due;

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

(6) the Company's failure to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension (including, without limitation, the Company's Savings Plan), life insurance, medical, health and accident, or disability plans in which the Executive was participating at the time of the Change in Control; the taking of any action by the Company that would directly or indirectly materially reduce any of those benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control; or the Company's failure to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; or

(7) any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 4.01; for purposes of this Agreement, no such purported termination will be effective.

The Executive's right to terminate the Executive's employment for Good Reason will not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment will not constitute consent to, or a waiver of rights with respect to, any act or failure to act that constitutes Good Reason.

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

(r) "Incentive Plan" means the Company's Executive Annual Incentive Plan.

(s) "Notice of Termination" has the meaning stated in Section 4.01.

(t) "Options" means options for Shares granted to the Executive under the Award Plan.

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

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

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

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

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

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

(w) "Savings Plan" means any qualified retirement plan of the Company, which, for purposes of this Agreement, will be deemed to include the ZimVie Inc. Deferred Compensation Plan.

(x) "Section 409A Standards" means the requirements for nonqualified deferred compensation plans established by Code Section 409A and the Treasury Regulations and other guidance issued thereunder.

(y) "Severance Payments" means the payments described in Section 3.02.

(z) "Shares" means shares of the common stock, \$0.01 par value, of the Company.

(aa) "Total Payments" has the meaning stated in Section 3.03(a).

EXECUTIVE

ZIMVIE INC.

/s/ Vafa Jamali

Vafa Jamali

By: /s/ David Harmon

David Harmon

SVP, Chief Human Resources Officer

EXHIBIT A

ZimVie Inc.
GENERAL RELEASE

Name: _____ Notification Date: _____

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

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

I have (INSERT NUMBER – 21 OR 45, DEPENDING ON REASON FOR SEPARATION – IN ACCORDANCE WITH OWBPA REQUIREMENTS) calendar days (the “Review Period”) from the date I receive this General Release to consider and sign it. If I do not return this signed General Release by the end of the Review Period (i.e., by INSERT DATE), the Company will consider this my refusal to sign, and I will not receive the Severance Benefits. If I choose to sign this General Release prior to expiration of the Review Period, I thereby waive my right to review for the full time period allowed. If I sign this General Release and am age 40 or older as of the date of my signing, it will not be effective for a period of seven calendar days thereafter, during which time I may change my mind and revoke my signature. To revoke my signature, I must notify the Company in writing at ZimVie Inc., 10225 Westmoor Drive, Westminster, CO 80021 Attention: Chief Human Resources Officer, within seven calendar days of the date I signed this General Release.

By signing this General Release I am giving up, to the fullest extent permitted by law, my right to sue the Company and any of its affiliates, parent companies and subsidiaries, and its and their past and present officers, directors, employees, and agents (collectively, the “Released Parties”) based upon any act or event occurring prior to my signing this General Release. Without limitation, and again to the fullest extent permitted by law, I specifically release the Company from any and all claims arising out of my employment and termination, up to and including the date of my signing of this General Release, including claims based on discrimination under federal anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, claims for interference with my rights to benefits under section 510 or penalties under section 502(c) of the Employee Retirement Income Security Act of 1974, and any and all applicable federal, state, and local laws. I acknowledge and agree that I have received all compensation to which I am entitled from the Released Parties other than the above-referenced Severance Benefits (which remain subject to my entering into this General Release) and agree that I am not eligible to receive any additional form of compensation under any Released Party’s pay, bonus, commission, or incentive policy or program. I further agree that although I am not precluded by this Agreement from filing an administrative charge with the Equal Employment Opportunity Commission or a comparable state or local civil rights commission, I specifically and expressly waive any rights to receive, directly or indirectly, any monetary damages or other monies from the filing of such charge.

I agree, as a condition of receiving the Severance Benefits, and subject to any rights and obligations I may have under applicable law (including, but not limited to, my right to file and participate in the investigation of an administrative charge of the type described above and any non-waivable rights I may have to make disclosures specifically allowed or required by applicable law), that I will not make negative comments about or otherwise disparage or try to injure the reputation of any of the Released Parties. I agree to refrain from making negative statements about any Released Party and/or its methods of doing business, management practices, policies, and the quality of its services or products. I acknowledge and agree that this restriction applies to all forms of communication including such things as oral statements, written statements, e-mail, text messages, comments on blogs or any other form of electronic or other type of communication.

I understand that the Company agrees not to make any public statements that will materially disparage me. I further understand that the Company will not be liable for any breach of the foregoing obligation if it informs its directors and executive officers, as such term is defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended, of the content of its agreement hereunder and takes reasonable measures to ensure that such individuals honor the Company’s agreement. Notwithstanding the foregoing, nothing in this paragraph shall prohibit any person from making truthful statements when required by order of a court or other governmental or regulatory body having jurisdiction or to enforce any legal right including, without limitation, the terms of this General Release.

For the sake of clarification, and subject to any non-waivable rights as described above, I acknowledge that this General Release shall not affect my legal obligation to protect the confidentiality of the Released Parties' information or any of my other obligations under any confidentiality, intellectual property, non-competition, and/or non-solicitation agreement that I have entered into with the Company or with any of the other Released Parties.

As a condition of receiving the Severance Benefits I agree that for a period of 90 calendar days beginning with my separation date I shall make myself reasonably available to respond to inquiries from the Released Parties related to carrying out an orderly transition of business following my termination of employment. I agree that I will provide the Company's Chief Legal and Compliance Officer or his or her delegate two contact telephone numbers at which I can be reached, either in person or by message, and will update that contact information within 24 hours if it changes. I further agree that I will return such calls from any of the Released Parties no later than the end of the business day immediately following the date of the call, and will provide information responsive to the request to the best of my ability. I understand and acknowledge that my agreement to promptly and fully respond to such inquiries is a material condition of my eligibility for the Severance Benefits, and further understand and agree that in the event I do not cooperate as described herein, I will be immediately obligated to repay to the Company the entire gross amount of my Severance Benefits.

By signing this General Release, I affirm that I have provided complete and truthful information in response to all inquiries (the "Inquiries") made by any of the Released Parties and any investigating authorities in connection with any governmental investigation of any of the Released Parties or litigation involving any of the Released Parties. By signing this General Release, I further affirm that I have disclosed to the Company's Chief Legal and Compliance Officer or his or her delegate any and all concerns I may have had arising from or related to my employment regarding potential material violations of applicable law and/or the Company's Code of Business Conduct and Ethics. I agree, by signing the General Release, that if it is later determined that I knowingly provided materially misleading or untruthful information in response to any such Inquiries or failed to disclose during my employment any potential material violations of applicable law or the Company's Code of Business Conduct and Ethics of which I was aware, I will be immediately obligated to repay to the Company the entire gross amount of my Severance Benefits.

I agree to cooperate with any of the Released Parties in response to any governmental investigation. I acknowledge that in connection with my job responsibilities with any of the Released Parties I may have obtained or been privy to information that could be relevant to its or their defense of Company-related lawsuits currently pending or which may be asserted against it or them. I agree to make myself reasonably available for providing such information and, to the extent necessary, testimony. I understand that the Company will reimburse any reasonable out-of-pocket expenses I may incur in providing this cooperation. I further understand that the Company will compensate me for time spent on such assistance at an hourly rate based on my base salary as of my termination date, with time spent rounded to the nearest quarter hour for billing purposes. Any such payment will be reported to me on a Form 1099, and I agree that I will be responsible for any resulting tax liability.

By signing this General Release, I am NOT giving up my right to appeal a denial of a claim for benefits submitted under my medical or dental coverage, life insurance or disability program maintained by the Company. Also, I am NOT giving up my right to file for unemployment insurance benefits at the appropriate time if I so choose, and my signing of this General Release will NOT affect my rights, if any, to coverage by Workers' Compensation insurance. In addition, this General Release will not affect any benefits to which I am entitled under the Agreement or any claim arising out of the enforcement of the Agreement. I agree that this General Release shall be interpreted and enforced in accordance with the laws of the State of Colorado.

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

SIGNATURE _____

DATE _____

PRINT NAME _____

ZIMVIE INC. CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS AGREEMENT, dated as of March 1, 2022, is made by and between ZimVie Inc., a Delaware corporation (the “Company”), and [•] (the “Executive”). The capitalized words and terms used throughout this Agreement are defined in Article XIII.

Recitals

A. The Company considers it essential to the best interests of its stockholders to foster the continuous employment of key management personnel.

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

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

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

Agreement

In consideration of the premises and the mutual covenants and agreements set forth below, the Company and the Executive agree as follows:

ARTICLE I**Term of Agreement**

This Agreement will commence on the date stated above and will continue in effect through December 31, 2022. Beginning on January 1, 2023, and each subsequent January 1, the term of this Agreement will automatically be extended for one additional year, unless either party gives the other party written notice not to extend this Agreement at least 30 days before the extension would otherwise become effective or unless a Change in Control occurs prior to such January 1. If a Change in Control occurs during the term of this Agreement (regardless whether before or after the delivery of any written notice of non-extension in accordance with the preceding sentence), this Agreement will continue in effect for a period of 24 months from the end of the month in which the Change in Control occurs and will thereafter terminate.

ARTICLE II

Compensation other than Severance Payments

SECTION 2.01. Disability Benefits. Following a Change in Control and during the term of this Agreement, during any period that the Executive fails to perform the Executive's full-time duties with the Company as a result of Disability, the Executive will receive short-term and long-term disability benefits as provided under short-term and long-term disability plans having terms no less favorable than the terms of the Company's short-term and long-term disability plans as in effect immediately prior to the Change in Control, together with all other compensation and benefits payable to the Executive pursuant to the terms of any compensation or benefit plan, program, or arrangement maintained by the Company during the period of Disability.

SECTION 2.02. Compensation Previously Earned. If the Executive's employment is terminated for any reason following a Change in Control and during the term of this Agreement, the Company will pay the Executive's salary accrued through the Date of Termination, at the rate in effect at the time the Notice of Termination is given, together with all other compensation and benefits payable to the Executive through the Date of Termination under the terms of any compensation or benefit plan, program, or arrangement maintained by the Company during that period.

SECTION 2.03. Normal Post-Termination Compensation and Benefits. Except as provided in Section 3.01, if the Executive's employment is terminated for any reason following a Change in Control and during the term of this Agreement, the Company will pay the Executive the normal post-termination compensation and benefits payable to the Executive under the terms of the Company's retirement, insurance, and other compensation or benefit plans, programs, and arrangements, as in effect immediately prior to the Change in Control. This provision does not restrict the Company's right to amend, modify, or terminate any plan, program, or arrangement prior to a Change in Control.

SECTION 2.04. No Duplication. Notwithstanding any other provision of this Agreement to the contrary, the Executive will not be entitled to duplicate benefits or compensation under this Agreement and the terms of any other plan, program, or arrangement maintained by the Company or any affiliate.

ARTICLE III

Severance Payments

SECTION 3.01. Payment Triggers.

(a) In lieu of any other severance compensation or benefits to which the Executive may otherwise be entitled under any agreement, plan, program, policy, or arrangement of the Company (and which the Executive hereby expressly waives), the Company will pay the Executive the Severance Payments described in Section 3.02 upon termination of the Executive's employment following a Change in Control and during the term of this Agreement, in addition to the payments and benefits described in Article II, unless the termination is (1) by the Company for Cause, (2) by reason of the Executive's death, or (3) by the Executive without Good Reason.

(b) For purposes of this Section 3.01, the Executive's employment will be deemed to have been terminated following a Change in Control by the Company without Cause or by the Executive with Good Reason if (1) the Executive's employment is terminated without Cause prior to a Change in Control at the direction of a Person who has entered into an agreement with the Company, the consummation of which will constitute a Change in Control; or (2) the Executive terminates his employment with Good Reason prior to a Change in Control (determined by treating a Potential Change in Control as a Change in Control in applying the definition of Good Reason), if the circumstance or event that constitutes Good Reason occurs at the direction of such a Person.

(c) The Severance Payments described in this Article III are subject to the conditions stated in Article VI.

SECTION 3.02. Severance Payments. The following are the Severance Payments referenced in Section 3.01:

(a) Lump Sum Severance Payment. In lieu of any further salary payments to the Executive for periods after the Date of Termination, and in lieu of any severance benefits otherwise payable to the Executive, the Company will pay to the Executive, in accordance with Section 3.04, a lump sum severance payment, in cash, equal to two (2) times the sum of (1) the higher of the Executive's annual base salary in effect immediately prior to the event or circumstance upon which the Notice of Termination is based or in effect immediately prior to the Change in Control, and (2) if Severance Payments are triggered under Section 3.01(a), the amount of the Executive's target annual bonus entitlement under the Incentive Plan (or any other bonus plan of the Company then in effect) as in effect immediately prior to the event or circumstance giving rise to the Notice of Termination, or, if Severance Payments are triggered under Section 3.01(b), the amount of the largest aggregate annual bonus paid

to the Executive by the Company (or by the Company's former parent, Zimmer Biomet Holdings, Inc.) with respect to the three years immediately prior to the year in which the Notice of Termination was given. If the Board determines that it is not workable to determine the amount that the Executive's target bonus would have been for the year in which the Notice of Termination was given, then, for purposes of this paragraph (a), the Executive's target annual bonus entitlement will be the amount of the largest aggregate annual bonus paid to the Executive by the Company (or by the Company's former parent, Zimmer Biomet Holdings, Inc.) with respect to the three years immediately prior to the year in which the Notice of Termination was given.

(b) Incentive Compensation. Notwithstanding any provision of the Incentive Plan or any other compensation or incentive plans of the Company, the Company will pay to the Executive, in accordance with Section 3.04, a lump sum amount, in cash, equal to the sum of (1) any incentive compensation that has been allocated or awarded to the Executive for a completed calendar year or other measuring period preceding the Date of Termination (to the extent not payable pursuant to Section 2.02) provided that, if Severance Payments are triggered under Section 3.01(b), the performance conditions applicable to such incentive compensation are met, and (2) if Severance Payments are triggered under Section 3.01(a), a pro rata portion (based on elapsed time) to the Date of Termination of the aggregate value of all contingent incentive compensation awards to the Executive for the current calendar year or other measuring period under the Incentive Plan, the Award Plan, or any other compensation or incentive plans of the Company, calculated as to each such plan using the Executive's annual target percentage under that plan for that year or other measuring period and as if all conditions for receiving that target award had been met, or, if Severance Payments are triggered under Section 3.01(b), then with respect to each such plan, an amount equal to the average annual award paid to the Executive under such plan (or under a comparable plan of the Company's former parent, Zimmer Biomet Holdings, Inc.) during the three years immediately prior to the year in which the Notice of Termination was given multiplied by a fraction, the numerator of which is the number of whole months elapsed since the beginning of the calendar year or other measuring period to the Date of Termination and the denominator of which is 12 (or the number of whole months in the measuring period).

(c) Equity-Based Compensation. To the extent not otherwise provided under the written agreement evidencing the grant of any equity-based award to the Executive, (1) all outstanding Options will become immediately vested and exercisable (to the extent not yet vested and exercisable as of the Date of Termination), (2) all time-based restrictions imposed under all outstanding awards of restricted stock and restricted

stock units (including performance-based restricted stock and restricted stock units) shall immediately lapse, and (3) with respect to an equity-based award that is subject to the satisfaction of any targets for Performance Criteria (as defined under the Award Plan), the number of Shares or units deemed earned shall be the greater of (i) the target number of Shares or units specified in the Executive's award agreement or (ii) the number of Shares or units that would have been earned by applying the Performance Criteria specified in the award agreement to the Company's actual performance from the beginning of the applicable award period to the date of the Change in Control. Notwithstanding the foregoing, equity-based awards remain subject to any forfeiture or clawback claims under the Award Plan or applicable award agreement.

(d) Welfare Benefits. Except as otherwise provided in this Section 3.02(d), for a 24-month period after the Date of Termination, the Company will arrange to provide the Executive with life insurance coverage substantially similar to that which the Executive is receiving from the Company immediately prior to the Notice of Termination (without giving effect to any reduction in that coverage subsequent to a Change in Control). Life insurance coverage otherwise receivable by the Executive pursuant to this Section 3.02(d) will be reduced to the extent comparable coverage is actually received by or made available to the Executive without greater cost to Executive than as provided by the Company during the 24-month period following the Executive's termination of employment (and the Executive will report to the Company any such coverage actually received by or made available to the Executive).

If, as of the Date of Termination, the Company reasonably determines that the continued life insurance coverage required by this Section 3.02(d) is not available from the Company's group insurance carrier, cannot be procured from another carrier, and cannot be provided on a self-insured basis without adverse tax consequences to the Executive or his death beneficiary, then, in lieu of continued life insurance coverage, the Company will pay the Executive, in accordance with Section 3.04, a lump sum payment, in cash, equal to 24 times the full monthly premium payable to the Company's group insurance carrier for comparable coverage for an executive employee under the Company's group life insurance plan then in effect.

The Company will offer the Executive and any eligible family members the opportunity to elect to continue medical and dental coverage pursuant to COBRA. The Executive will be responsible for paying the required monthly premium for that coverage, but the Company will pay the Executive, in accordance with Section 3.04, a lump sum cash stipend equal to 24 times the monthly COBRA premium then charged to qualified beneficiaries for the same level of health and dental coverage the Executive had in effect immediately prior to his

termination, and the Executive may, but is not required to, choose to use the stipend for the payment of COBRA premiums for any COBRA coverage that the Executive or eligible family members may elect. The Company will pay the stipend to the Executive whether or not the Executive or any eligible family member elects COBRA coverage, whether or not the Executive continues COBRA coverage for the maximum period permitted by law, and whether or not the Executive receives medical or dental coverage from another employer while the Executive is receiving COBRA continuation coverage. Payment of the stipend will not in any way extend or modify the Executive's continuation coverage rights under COBRA or any similar continuation coverage law.

(e) Matching Contributions. In addition to the vested amounts, if any, to which the Executive is entitled under the Savings Plan as of the Date of Termination, the Company will pay the Executive, in accordance with Section 3.04, a lump sum amount equal to the value of the unvested portion, if any, of the employer matching contributions (and attributable earnings) credited to the Executive under the Savings Plan.

(f) Outplacement Services. For a period not to exceed six (6) months following the Date of Termination, the Company will provide the Executive with reasonable outplacement services consistent with past practices of the Company prior to the Change in Control or, if no past practice has been established prior to the Change in Control, consistent with the prevailing practice in the medical device manufacturing industry (with a value not to exceed \$25,000).

SECTION 3.03. Limitation on Severance Payments.

(a) Notwithstanding anything to the contrary contained in this Agreement, in the event that any Severance Payments paid or payable to the Executive or for his benefit pursuant to the terms of this Agreement or otherwise in connection with a Change in Control ("Total Payments") would be subject to any Excise Tax, then the value of the Total Payments will be reduced to the extent necessary so that, within the meaning of Code Section 280G(b)(2)(A)(ii), the aggregate present value of the payments in the nature of compensation to (or for the benefit of) the Executive that are contingent on a Change in Control (with a Change in Control for this purpose being defined in terms of a "change" described in Code Section 280G(b)(2)(A)(i) or (ii)), do not exceed 2.999 multiplied by the Base Amount. For this purpose, cash Severance Payments will be reduced first (if necessary, to zero), and all other, non-cash Severance Payments will be reduced next (if necessary, to zero). For purposes of the limitation described in the preceding sentence, the following will not be taken into account: (1) any portion of the Total Payments the receipt or enjoyment of which the Executive effectively waived in writing prior to the Date of Termination, and (2) any portion of the Total Payments that, in the opinion of the Accounting Firm, does not constitute a "parachute payment" within the meaning of Code Section 280G(b)(2).

(b) For purposes of this Section 3.03, the determination of whether any portion of the Total Payments would be subject to an Excise Tax will be made by an Accounting Firm selected by the Company and reasonably acceptable to the Executive. For purposes of that determination, the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments will be determined by the Accounting Firm in accordance with the principles of Section 280G(d)(3) and (4).

SECTION 3.04. Time of Payment. Except as otherwise expressly provided in Section 3.02, payments provided for in that Section will be made as follows:

(a) Subject to Section 3.04(c), if Executive signs and does not rescind the General Release in accordance with Section 6.03, the Company will pay to the Executive the amount due under Section 3.02 on the sixtieth (60th) business day following the Date of Termination.

(b) At the time that payment is made under Section 3.04(a), the Company will provide the Executive with a written statement setting forth the manner in which all of the payments to Executive under this Agreement were calculated and the basis for the calculations including, without limitation, any opinions or other advice the Company received from auditors or consultants (other than legal counsel) with respect to the calculations (and any such opinions or advice that are in writing will be attached to the statement).

(c) Notwithstanding any of the foregoing, any and all payments under this Agreement that constitute deferred compensation under the Section 409A Standards shall be suspended until, and will be payable on, the date that is six (6) months after the Executive's separation from service (or, if earlier, the date the Executive dies after separation from service).

SECTION 3.05. Attorneys' Fees and Expenses. To the extent permissible under the Section 409A Standards, if the Executive finally prevails with respect to any bona fide, good faith dispute between the Executive and the Company regarding the interpretation, terms, validity or enforcement of this Agreement (including any dispute as to the amount of any payment due under this Agreement), the Company will pay or reimburse the Executive for all reasonable attorneys' fees and expenses incurred by the Executive in connection with that dispute pursuant to the terms of this paragraph. Payment or reimbursement of those fees and expenses will be made within fifteen (15) business days after delivery of the Executive's written request for payment, accompanied by such evidence of fees and expenses incurred as the Company reasonably may require, but the Executive may not

submit such a request until the dispute has been finally resolved by a legally binding settlement or by an order or judgment that is not subject to appeal or with respect to which all appeals have been exhausted. Any payment pursuant to this paragraph will be made no later than the end of the calendar year following the calendar year in which the dispute is finally resolved by a legally binding settlement or nonappealable judgment or order.

In addition, the Company will pay the reasonable legal fees and expenses incurred by the Executive in connection with any tax audit or proceeding to the extent attributable to the application of Code Section 4999 to any payment or benefit provided under this Agreement and including, but not limited to, auditors' fees incurred in connection with the audit or proceeding. Payment pursuant to the preceding sentence shall be made within fifteen (15) business days after the delivery of the Executive's written request for payment, accompanied by such evidence of fees and expenses incurred as the Company reasonably may require, but in no case later than the end of the calendar year following the calendar year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the matter.

ARTICLE IV

Termination of Employment

SECTION 4.01. Notice of Termination. After a Change in Control or otherwise in connection with any termination described in Section 3.01(b) and during the term of this Agreement, any purported termination of the Executive's employment (other than by reason of death) will be communicated by a written notice of termination from one party to the other party in accordance with Article VIII (a "Notice of Termination"). The Notice of Termination will indicate the specific termination provision in this Agreement relied upon and will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the cited provision.

SECTION 4.02. Date of Termination. Except as otherwise provided in Section 4.01, with respect to any purported termination of the Executive's employment after a Change in Control and during the term of this Agreement, the term "Date of Termination" will have the meaning set forth in this Section. If the Executive's employment is terminated for Disability, Date of Termination means thirty (30) days after Notice of Termination is given, provided that the Executive does not return to the full-time performance of the Executive's duties during that 30-day period. If the Executive's employment is terminated for any other reason, Date of Termination means the date specified in the Notice of Termination, which, in the case of a termination by the Company, cannot be less than 30 days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, cannot be less than 15 days nor more than 60 days from the date on which the Notice of Termination is given.

ARTICLE V

No Mitigation

The Company agrees that, if the Executive's employment by the Company is terminated during the term of this Agreement, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Article III. Further, the amount of any payment or benefit provided for in Article III (other than Section 3.02(d)) will not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

ARTICLE VI

The Executive's Covenants

SECTION 6.01. Noncompetition Agreement. In consideration for this Agreement, the Executive will execute, concurrent with the execution of this Agreement, a noncompetition agreement with the Company; provided, however, that if the Executive has an existing noncompetition agreement with the Company, the Company, rather than entering into a new noncompetition agreement with the Executive, may instead, as a condition to entering into this agreement, require that the Executive acknowledge and affirm his continuing obligations under such existing noncompetition agreement and re-affirm his agreement to honor the obligations as set forth in that document.

SECTION 6.02. Potential Change in Control. The Executive agrees that, subject to the terms and conditions of this Agreement, in the event of a Potential Change in Control during the term of this Agreement, the Executive will remain employed by the Company until the earliest of (a) a date that is six months following the date of the Potential Change of Control, (b) the date of a Change in Control, (c) the date on which the Executive terminates employment for Good Reason (determined by treating the Potential Change in Control as a Change in Control in applying the definition of Good Reason) or by reason of death, or (d) the date the Company terminates the Executive's employment for any reason.

SECTION 6.03. General Release. The Executive agrees that, notwithstanding any other provision of this Agreement, the Executive will not be eligible for any Severance Payments under this Agreement unless the Executive timely signs, and does not timely revoke, a General Release in substantially the form attached to this Agreement as Exhibit A. The Executive will be given 21 days to consider the terms of the General Release. The General Release will not become effective until seven days following the date the General Release is executed. If the Executive does not return the executed General Release to the Company by the end of the 21-day period, that failure will be deemed a refusal to sign, and the Executive will not be entitled to receive any Severance Payments under this Agreement. In certain circumstances, the 21-day period to consider the General Release may be extended to a 45-day period. The Executive will be advised in writing if the 45-day period is applicable. In the absence of such notice, the 21-day period applies. If any payment under this Agreement constitutes deferred compensation under the Section 409A Standards, and the 21-day or 45-day review period extends into a new calendar year, any payment of such deferred compensation shall occur in the new calendar year.

ARTICLE VII

Successors; Binding Agreement

SECTION 7.01. Obligation of Successors.

(a) In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no succession had occurred.

(b) Subject to Section 7.01(c), failure of the Company to obtain such an assumption and agreement under Section 7.01(a) prior to the effectiveness of any such succession will be a breach of this Agreement and will entitle the Executive to compensation from the Company in the same amount as the Executive would be entitled to under this Agreement if the Executive were to terminate employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date on which the succession becomes effective will be deemed the Date of Termination.

(c) Payment of benefits under Section 7.01(b) shall be made on the deemed Date of Termination if, and only if, the succession resulted from a transaction that satisfies the definition of change in control under Section 409A of the Code. If the transaction does not satisfy the definition of change in control under Section 409A, payment of benefits due under Section 7.01(b) shall be made within 30 days of the Executive's actual date of termination of employment, subject to the provisions of Section 3.04(c). No interest or earnings shall be paid due to any delay in payment under this Section 7.01(c).

SECTION 7.02. Enforcement Rights of Others. This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any amount is still payable to the Executive under this Agreement, (other than amounts that, by their terms, terminate upon the Executive's death), then, unless otherwise provided in this Agreement, all such amounts will be paid in accordance with the terms of this Agreement to the executors, personal representatives, or administrators of the Executive's estate.

ARTICLE VIII

Notices

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

To the Company:

ZimVie Inc.

Attention: Chief Legal & Compliance Officer

10225 Westmoor Drive

Westminster, CO 80021

To the Executive:

At Executive's principal residence as reflected in the records of the Company

ARTICLE IX

Miscellaneous

This Agreement will not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive will not have any right to be retained in the employ of the Company. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification, or discharge is agreed to in writing and signed by the Executive and an officer of the Company specifically designated by the Board. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any other time. Neither party has made any agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement that are not expressly set forth in this Agreement. Except as provided in the following two sentences, the validity, interpretation, construction, and performance of this Agreement will be

governed by the laws of the State of Colorado, to the extent not preempted by federal law. This Agreement will at all times be effected, construed, interpreted, and applied in a manner consistent with the Section 409A Standards, and in resolving any uncertainty as to the meaning or intention of any provision of this Agreement, the interpretation that will prevail is the interpretation that causes the Agreement to comply with the Section 409A Standards. In addition, to the extent that any terms of this Agreement would subject the Executive to gross income inclusion, interest, or additional tax pursuant to Code Section 409A, those terms are to that extent superseded by the applicable Section 409A Standards. All references to sections of the Exchange Act or the Code will be deemed also to refer to any successor provisions to those sections. Any payments provided for under this Agreement will be paid net of any applicable withholding required under federal, state, or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under Articles III, IV, and VI will survive the expiration of the term of this Agreement. In no event shall Company be liable for any taxes, penalties, interest or additional tax payments assessed against Executive because of any benefits, remuneration or reimbursements provided under this Agreement.

ARTICLE X

Validity

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

ARTICLE XI

Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

ARTICLE XII

Settlement of Disputes; Arbitration

All claims by the Executive for benefits under this Agreement must be in writing and will be directed to and determined by the Board. Any denial by the Board of a claim for benefits under this Agreement will be delivered to the Executive in writing and will set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board will afford a reasonable opportunity to the Executive for a review of the decision denying a claim and will further allow the Executive to appeal to the Board a decision of the Board within 60 days after notification by the Board that the Executive's claim has been denied. Any further dispute or

controversy arising under or in connection with this Agreement will be settled exclusively by arbitration in Denver, Colorado in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Each party will bear its own expenses in the arbitration for attorneys' fees, for its witnesses, and for other expenses of presenting its case. Other arbitration costs, including arbitrators' fees, administrative fees, and fees for records or transcripts, will be borne equally by the parties. Notwithstanding anything in this Article to the contrary, if the Executive prevails with respect to any dispute submitted to arbitration under this Article, the Company will reimburse or pay all reasonable legal fees and expenses that the Executive incurred in connection with that dispute as required by Section 3.05.

ARTICLE XIII

Definitions

For purposes of this Agreement, the following terms will have the meanings indicated below:

(a) "Accounting Firm" means an accounting firm, other than the Company's independent auditors, that is designated as one of the four largest accounting firms in the United States.

(b) "Award Plan" means the Company's 2022 Stock Incentive Plan and any successor stock incentive plan of the Company.

(c) "Base Amount" has the meaning stated in Code Section 280G(b)(3).

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

(e) "Board" means the Board of Directors of the Company.

(f) "Cause" for termination by the Company of the Executive's employment, after any Change in Control, means (1) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive pursuant to Section 4.01) for a period of at least 30 consecutive days after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties; (2) the Executive willfully engages in conduct that is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise; or (3) the Executive is convicted of, or has entered a plea of no contest to, a felony. For purposes of clauses (1) and (2) of this definition, no act, or failure to act, on the Executive's part will be deemed "willful" unless it is done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company.

(g) A “Change in Control” will be deemed to have occurred if any of the following events occur:

- (1) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by that Person any securities acquired directly from the Company or its affiliates) representing 20% or more of the combined voting power of the Company’s then-outstanding securities; or
- (2) during any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of the period constitute the Board and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in clause (1), (3) or (4) of this paragraph whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously approved), cease for any reason to constitute a majority of the Board; or
- (3) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than (A) a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior to the merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company, at least 75% of the combined voting power of the voting securities of the Company or the surviving entity outstanding immediately after the merger or consolidation; or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person acquires more than 50% of the combined voting power of the Company’s then-outstanding securities; or
- (4) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets.

Notwithstanding the foregoing, a Change in Control will not include any event, circumstance, or transaction occurring during the six-month period following a Potential Change in Control that results from the action of any entity or group that includes, is affiliated with, or is wholly or partly controlled by the Executive; provided, further, that such an action will not be taken into account for this purpose if it occurs within a six-month period following a Potential Change in Control resulting from the action of any entity or group that does not include the Executive. Additionally, notwithstanding the foregoing, in no event will the distribution of the Company's common stock to stockholders of Zimmer Biomet Holdings, Inc. pursuant to the Separation and Distribution Agreement by and between Zimmer Biomet Holdings, Inc. and the Company constitute a Change in Control or Potential Change in Control for purposes of this Agreement.

(h) "COBRA" means the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(i) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and interpretative rules and regulations.

(j) "Company" means ZimVie Inc., a Delaware corporation, and any successor to its business and/or assets that assumes and agrees to perform this Agreement by operation of law, or otherwise (except in determining, under Section XIII(g), whether or not any Change in Control of the Company has occurred in connection with the succession).

(k) "Date of Termination" has the meaning stated in Section 4.02.

(l) "Disability" has the meaning stated in the Company's short-term or long-term disability plan, as applicable, as in effect immediately prior to a Change in Control.

(m) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and interpretive rules and regulations.

(n) "Excise Tax" means any excise tax imposed under Code Section 4999.

(o) "Executive" means the individual named in the first paragraph of this Agreement.

(p) "General Release" has the meaning stated in Section 6.03.

(q) "Good Reason" for termination by the Executive of the Executive's employment means the occurrence (without the Executive's express written consent) of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (1), (4), (5), (6), or (7) below, the act or failure to act is corrected prior to the Date of Termination specified in the Executive's Notice of Termination:

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

(2) a reduction by the Company in the Executive's annual base salary as in effect on the date of this Agreement or as the same may be increased from time to time, or the level of the Executive's entitlement under the Incentive Plan as in effect on the date of this Agreement or as the same may be increased from time to time;

(3) the Company's requiring the Executive to be based more than 50 miles from the Company's offices at which the Executive is based immediately prior to a Change in Control (except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control), or, in the event the Executive consents to any such relocation of his offices, the Company's failure to provide the Executive with all of the benefits of the Company's relocation policy as in operation immediately prior to the Change in Control;

(4) the Company's failure, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation (which means, for purposes of this paragraph (4), the Executive's annual base salary as in effect on the date of this Agreement, or as it may be increased from time to time, and the awards earned pursuant to the Incentive Plan) or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven days of the date the compensation is due;

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

(6) the Company's failure to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension (including, without limitation, the Company's Savings Plan), life insurance, medical, health and accident, or disability plans in which the Executive was participating at the time of the Change in Control; the taking of any action by the Company that would directly or indirectly materially reduce any of those benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control; or the Company's failure to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; or

(7) any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 4.01; for purposes of this Agreement, no such purported termination will be effective.

The Executive's right to terminate the Executive's employment for Good Reason will not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment will not constitute consent to, or a waiver of rights with respect to, any act or failure to act that constitutes Good Reason.

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

(r) "Incentive Plan" means the Company's Executive Annual Incentive Plan.

(s) "Notice of Termination" has the meaning stated in Section 4.01.

(t) "Options" means options for Shares granted to the Executive under the Award Plan.

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

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

- (1) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;
- (2) the Company or any Person publicly announces an intention to take or to consider taking actions that, if consummated, would constitute a Change in Control;
- (3) any Person who is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 10% or more of the combined voting power of the Company's then-outstanding securities, increases that Person's beneficial ownership of those securities by 5% or more over the percentage so owned by that Person on the date of this Agreement; or
- (4) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(w) "Savings Plan" means any qualified retirement plan of the Company, which, for purposes of this Agreement, will be deemed to include the ZimVie Inc. Deferred Compensation Plan.

(x) "Section 409A Standards" means the requirements for nonqualified deferred compensation plans established by Code Section 409A and the Treasury Regulations and other guidance issued thereunder.

(y) "Severance Payments" means the payments described in Section 3.02.

(z) "Shares" means shares of the common stock, \$0.01 par value, of the Company.

(aa) "Total Payments" has the meaning stated in Section 3.03(a).

EXECUTIVE

ZIMVIE INC.

[•]

By: _____

David Harmon
SVP, Chief Human Resources Officer

EXHIBIT A

ZimVie Inc.
GENERAL RELEASE

Name: _____

Notification Date: _____

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

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

I have (INSERT NUMBER – 21 OR 45, DEPENDING ON REASON FOR SEPARATION – IN ACCORDANCE WITH OWBPA REQUIREMENTS) calendar days (the “Review Period”) from the date I receive this General Release to consider and sign it. If I do not return this signed General Release by the end of the Review Period (i.e., by INSERT DATE), the Company will consider this my refusal to sign, and I will not receive the Severance Benefits. If I choose to sign this General Release prior to expiration of the Review Period, I thereby waive my right to review for the full time period allowed. If I sign this General Release and am age 40 or older as of the date of my signing, it will not be effective for a period of seven calendar days thereafter, during which time I may change my mind and revoke my signature. To revoke my signature, I must notify the Company in writing at ZimVie Inc., 10225 Westmoor Drive, Westminster, CO 80021 Attention: Chief Human Resources Officer, within seven calendar days of the date I signed this General Release.

By signing this General Release I am giving up, to the fullest extent permitted by law, my right to sue the Company and any of its affiliates, parent companies and subsidiaries, and its and their past and present officers, directors, employees, and agents (collectively, the “Released Parties”) based upon any act or event occurring prior to my signing this General Release. Without limitation, and again to the fullest extent permitted by law, I specifically release the Company from any and all claims arising out of my employment and termination, up to and including the date of my signing of this General Release, including claims based on discrimination under federal anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, claims for interference with my rights to benefits under section 510 or penalties under section 502(c) of the Employee Retirement Income Security Act of 1974, and any and all applicable federal, state, and local laws. I acknowledge and agree that I have received all compensation to which I am entitled from the Released Parties other than the above-referenced Severance Benefits (which remain subject to my entering into this General Release) and agree that I am not eligible to receive any additional form of compensation under any Released Party’s pay, bonus, commission, or incentive policy or program. I further agree that although I am not precluded by this Agreement from filing an administrative charge with the Equal Employment Opportunity Commission or a comparable state or local civil rights commission, I specifically and expressly waive any rights to receive, directly or indirectly, any monetary damages or other monies from the filing of such charge.

I agree, as a condition of receiving the Severance Benefits, and subject to any rights and obligations I may have under applicable law (including, but not limited to, my right to file and participate in the investigation of an administrative charge of the type described above and any non-waivable rights I may have to make disclosures specifically allowed or required by applicable law), that I will not make negative comments about or otherwise disparage or try to injure the reputation of any of the Released Parties. I agree to refrain from making negative statements about any Released Party and/or its methods of doing business, management practices, policies, and the quality of its services or products. I acknowledge and agree that this restriction applies to all forms of communication including such things as oral statements, written statements, e-mail, text messages, comments on blogs or any other form of electronic or other type of communication.

I understand that the Company agrees not to make any public statements that will materially disparage me. I further understand that the Company will not be liable for any breach of the foregoing obligation if it informs its directors and executive officers, as such term is defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended, of the content of its agreement hereunder and takes reasonable measures to ensure that such individuals honor the Company’s agreement. Notwithstanding the foregoing, nothing in this paragraph shall prohibit any person from making truthful statements when required by order of a court or other governmental or regulatory body having jurisdiction or to enforce any legal right including, without limitation, the terms of this General Release.

For the sake of clarification, and subject to any non-waivable rights as described above, I acknowledge that this General Release shall not affect my legal obligation to protect the confidentiality of the Released Parties' information or any of my other obligations under any confidentiality, intellectual property, non-competition, and/or non-solicitation agreement that I have entered into with the Company or with any of the other Released Parties.

As a condition of receiving the Severance Benefits I agree that for a period of 90 calendar days beginning with my separation date I shall make myself reasonably available to respond to inquiries from the Released Parties related to carrying out an orderly transition of business following my termination of employment. I agree that I will provide the Company's Chief Legal and Compliance Officer or his or her delegate two contact telephone numbers at which I can be reached, either in person or by message, and will update that contact information within 24 hours if it changes. I further agree that I will return such calls from any of the Released Parties no later than the end of the business day immediately following the date of the call, and will provide information responsive to the request to the best of my ability. I understand and acknowledge that my agreement to promptly and fully respond to such inquiries is a material condition of my eligibility for the Severance Benefits, and further understand and agree that in the event I do not cooperate as described herein, I will be immediately obligated to repay to the Company the entire gross amount of my Severance Benefits.

By signing this General Release, I affirm that I have provided complete and truthful information in response to all inquiries (the "Inquiries") made by any of the Released Parties and any investigating authorities in connection with any governmental investigation of any of the Released Parties or litigation involving any of the Released Parties. By signing this General Release, I further affirm that I have disclosed to the Company's Chief Legal and Compliance Officer or his or her delegate any and all concerns I may have had arising from or related to my employment regarding potential material violations of applicable law and/or the Company's Code of Business Conduct and Ethics. I agree, by signing the General Release, that if it is later determined that I knowingly provided materially misleading or untruthful information in response to any such Inquiries or failed to disclose during my employment any potential material violations of applicable law or the Company's Code of Business Conduct and Ethics of which I was aware, I will be immediately obligated to repay to the Company the entire gross amount of my Severance Benefits.

I agree to cooperate with any of the Released Parties in response to any governmental investigation. I acknowledge that in connection with my job responsibilities with any of the Released Parties I may have obtained or been privy to information that could be relevant to its or their defense of Company-related lawsuits currently pending or which may be asserted against it or them. I agree to make myself reasonably available for providing such information and, to the extent necessary, testimony. I understand that the Company will reimburse any reasonable out-of-pocket expenses I may incur in providing this cooperation. I further understand that the Company will compensate me for time spent on such assistance at an hourly rate based on my base salary as of my termination date, with time spent rounded to the nearest quarter hour for billing purposes. Any such payment will be reported to me on a Form 1099, and I agree that I will be responsible for any resulting tax liability.

By signing this General Release, I am NOT giving up my right to appeal a denial of a claim for benefits submitted under my medical or dental coverage, life insurance or disability program maintained by the Company. Also, I am NOT giving up my right to file for unemployment insurance benefits at the appropriate time if I so choose, and my signing of this General Release will NOT affect my rights, if any, to coverage by Workers' Compensation insurance. In addition, this General Release will not affect any benefits to which I am entitled under the Agreement or any claim arising out of the enforcement of the Agreement. I agree that this General Release shall be interpreted and enforced in accordance with the laws of the State of Colorado.

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

SIGNATURE _____

DATE _____

PRINT NAME _____

**ZimVie Inc.
Deferred Compensation Plan**

Effective as of January 1, 2022

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ZIMVIE INC. DEFERRED COMPENSATION PLAN

PREAMBLE

1. ZimVie Inc., a Delaware corporation, hereby establishes the ZimVie Inc. Deferred Compensation Plan, effective as of January 1, 2022. The purpose of the Plan is to provide a select group of the Company's key management and highly compensated employees an opportunity, in accordance with the terms and conditions of the Plan, to defer the receipt of Compensation and have a portion of their Deferrals matched by the Company. By offering this Plan, the Company intends to build management loyalty and its business; provide a tax deferral alternative; permit deferral of amounts beyond the limits of its qualified plans; and further enhance its benefit plans. Notwithstanding any provision in the Plan to the contrary, this Plan is intended to comply with the requirements of Code section 409A.

2. The Plan is an unfunded benefit plan within the meaning of ERISA Sections 201, 301, and 401 and the Code. Benefits payable under the Plan with respect to a Participant or Beneficiary will be paid from the general assets of the Company. The right of a Participant or Beneficiary to receive payment under the Plan is merely a contractual right to payment from the Company, and the Plan does not give Participants or Beneficiaries any interest in, or right to, any of the assets of the Company or any Affiliated Company other than as a general creditor of his or her employer.

3. Participation in the Plan is voluntary. A Participant may elect to defer a portion of his or her Compensation under the Plan and, at all times, will be 100% Vested in amounts credited to his or her Deferral Account. Amounts credited to a Participant's Company Matching Contribution Account will become Vested as provided in the Plan.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Whenever the following words and phrases are used in this Plan, with the first letter capitalized, they will have the meanings specified below.

- a. "Account" or "Accounts" means the bookkeeping accounts maintained for each Participant to record his or her Deferrals and any Company Matching Contribution Amounts allocated to him or her, as adjusted pursuant to Section 4.3.
- b. "Affiliated Company" means any company or corporation directly or indirectly controlled by ZimVie Inc.
- c. "Base Salary" means that portion of a Participant's compensation for services to the Company that is his or her annual base salary, excluding bonuses, Performance Bonuses, Commissions, incentive and all other remuneration for services rendered to the Company or any Affiliated Company.
- d. "Beneficiary" or "Beneficiaries" means the person or persons, including a trustee, personal representative or other fiduciary, last designated in writing by a Participant in accordance with procedures established by the Committee (or its designee), in accordance with Section 6.2, to receive any benefits that may be payable under the Plan in the event of the Participant's death.
- e. "Board of Directors" or "Board" means the Board of Directors of ZimVie Inc.
- f. "Code" means the Internal Revenue Code of 1986, as amended.
- g. "Commissions" means any compensation, in addition to Base Salary and Performance Bonus, paid to a Participant as an employee of the Company under any employment or compensation agreement or incentive arrangement in connection with the sales of the products of the

Company or an Affiliated Company, provided: (1) a substantial portion of the Participant's services to the Company consists of the direct sale of a product or a service to a customer that is not related or treated as related to the Company or to the Participant (under Treasury regulation 1.409A-1(f)(2)(ii) and (iv)); (2) the amount the Company pays to the Participant consists either of a portion of the purchase price of the product or service or of an amount substantially all of which is calculated by referenced to volume of sales; and (3) payment is either contingent upon the Company receiving payment from an unrelated customer (as described in clause (1)) or, if consistently applied to all similarly situated service providers, is contingent upon the closing of a sales transaction and such other requirements as the Company may specify before the closing of the sales transaction.

- h. "Committee" means the committee designated by the Board to administer the Plan as provided in Article VII. It is intended that the Committee will be the Retirement & Investment Committee of Zimmer Biomet Holdings, Inc. prior to the date that ZimVie Inc. ceases to be a subsidiary of Zimmer Biomet Holdings, Inc.
- i. "Company" means ZimVie Inc. and its U.S. subsidiaries.
- j. "Company Matching Contribution Account" means the Account maintained by the Company for each Participant that is credited with Company Matching Contribution Amounts, if any, allocated to the Participant, and net earnings and losses on those amounts, as provided in Section 4.2.
- k. "Company Matching Contribution Amount" means an amount, if any, credited by the Company to a Participant's Company Matching Contribution Account for a Plan Year pursuant to Section 4.2.
- l. "Compensation" means, with respect to a Participant for a Plan Year, the sum of the Participant's Base Salary and Performance Bonus included in the Participant's wages for income tax purposes for the Plan Year, increased by amounts of Base Salary and Performance Bonus that would have been included in the Participant's wages for the year but for the Participant's election pursuant to Code section 125 or 401(k), or this Plan. Amounts distributed from a Participant's Accounts in any Plan Year will not be considered Compensation again in the year of distribution.
- m. "Deferral Account" means the Account maintained by the Company for each Participant that is credited with the Participant's Deferrals, and net earnings and losses on those amounts, as provided in Section 4.1.
- n. "Deferrals" means the portion of a Participant's Compensation that he or she elects to defer pursuant to Section 4.1.
- o. "Disability" means a condition of a Participant who is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, (1) unable to engage in any substantial gainful activity, or (2) receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan maintained by the Company for employees, within the meaning of Code section 409A(a)(2)(C) and Treasury regulation section 1.409A-3(i)(4).
- p. "Distributable Amount" means the Vested balance in the Participant's Accounts.
- q. "Distribution Event" means, with respect to a Participant, the earliest to occur of (1) the Participant's Separation from Service, (2) the Participant's Scheduled Withdrawal Payment Date, (3) the Participant's Disability, (4) approval of a Hardship Distribution, or (5) the Participant's death.
- r. "Effective Date" means January 1, 2022.

- s. “Eligible Employee” means any common law employee of the Company who is in salary grade Z07 or higher (unless the Committee determines that such employee is not a key management or highly compensated employee of the Company); provided, however, that the Committee may terminate a Participant’s participation in the Plan in the event of a decrease in salary or salary grade (but not until the end of a Plan Year), in which case the Participant will remain a Participant with respect to amounts already deferred until distributed.
- t. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- u. “Hardship Distribution” means a distribution due to an “Unforeseeable Emergency” pursuant to Section 6.3.
- v. “Initial Election Period” means the period selected by the Committee or its designee immediately preceding the Plan Year beginning after the date on which an individual first becomes an Eligible Employee.
- w. “Measurement Fund” means one of the mutual funds, insurance company separate accounts, indexed rates, or other measurements of investment performance selected from time to time by the Committee, in its sole discretion, for the purpose of providing the basis on which investment gains and losses will be attributed to Participants’ Accounts, as provided in Section 3.4.
- x. “Participant” means an Eligible Employee who becomes a participant in this Plan in accordance with Article II.
- y. “Payment Date” means, with respect to a Distribution Event, a date within the 90-day period immediately following the date on which the Distribution Event occurs; provided, however, that if the Distribution Event is the Participant’s Scheduled Withdrawal Payment Date, the Payment Date will be the 15th day of the month and year as elected by the participant or if the Distribution Event is the Participant’s Separation from Service, the Payment Date will be the 15th day of the month following a six-month delay following Separation from Service, and further subject to Section 6.1.
- z. “Performance Bonus” means, with respect to a Participant, any bonus paid under any bonus plan of the Company which the Company designates as providing a deferrable Performance Bonus under this Plan, including without limitation the ZimVie Inc. Executive Annual Incentive Plan. Amounts distributed from a Participant’s Accounts in any Plan Year are not considered a Performance Bonus again in the year of distribution.
- aa. “Plan” means this ZimVie Inc. Deferred Compensation Plan, as amended from time to time.
- bb. “Plan Year” means the calendar year.
- cc. “Prior Plan” means the Zimmer Biomet Deferred Compensation Plan, as amended from time to time.
- dd. “Retirement” means a Participant’s voluntary Separation from Service from the Company after reaching age 65, or 55 with 10 Years of Service.
- ee. “Savings Plan” means the ZimVie Inc. Savings and Investment 401(k) Program.
- ff. “Scheduled Withdrawal Payment Date” means the date elected by the Participant pursuant to Section 3.2(a) for payment of amounts from his Accounts that will be deferred in a given Plan Year, as adjusted for attributable earnings and losses, to be made or to commence as set forth on the Participant’s election form (electronically or otherwise) for that Plan Year. A Participant’s Scheduled Withdrawal Payment Date can be no earlier than two years from the last day of the Plan Year for which the applicable Deferrals are credited to the Participant’s Account or the last day of the Plan Year in which the Participant will be 100% Vested, if later.

- gg. “Separation from Service” means, with respect to a Participant, the complete termination of the employment relationship between the Participant and the Company and all Affiliated Companies for any reason other than death. Whether a Separation from Service has occurred will be determined in accordance with Code section 409A(2)(A)(i) and Treasury regulation section 1.409A-1(h).
- hh. “Transferee Participants” means those Participants in the Plan who were employees of Zimmer Biomet and who subsequently became employed by the Company in connection with the consummation of certain transactions pursuant to that certain Separation and Distribution Agreement between Zimmer Biomet Holdings, Inc. and ZimVie Inc..
- ii. “Unforeseeable Emergency” has the meaning given to that term in Section 6.3.
- jj. “Vested” means, with respect to an Account, that portion of the Participant’s interest in the Account that is nonforfeitable, as determined under Article V.
- kk. “Year of Service” means each 12 calendar months of service with the Company from the Participant’s employment commencement date with the Company. Each Transferee Participant will additionally be credited with all Years of Service that were credited to such Transferee Participant under the Prior Plan (as determined under the Prior Plan) or would have been credited under the Prior Plan if the Transferee Participant had participated in such Prior Plan.
- ll. “Zimmer Biomet” means Zimmer Biomet Holdings, Inc. and its affiliated companies.

1.2 Rules of Construction.

- a. The Plan is intended to comply with (i) Code section 409A and (ii) the applicable provisions of ERISA, and it will be interpreted and administered accordingly. Except as provided in the preceding sentence or as otherwise expressly provided in this document, the Plan will be construed, enforced, and administered, and its validity determined, in accordance with the internal laws of the State of Colorado, without regard to conflict of law principles, and the following provisions of this Section.
- b. Words used in the masculine gender will be construed to include the feminine gender where appropriate, and vice versa.
- c. Words used in the singular will be construed to include the plural where appropriate, and vice versa.
- d. The headings and subheadings in the Plan are inserted for the convenience of reference only and are not to be considered in the construction of any provision of the Plan.

ARTICLE II. PARTICIPATION

2.1 In General. An Eligible Employee will become a Participant only after completing such forms (electronically or otherwise) and making such elections as the Committee (or its designee) may prescribe, including an agreement to be bound by the terms of the Plan and all determinations of the Committee.

2.2 Participation. An Eligible Employee will become a Participant by electing to defer Compensation in accordance with Section 3.1 and such procedures as may be established from time to time by the Committee (or its designee). An Eligible Employee who is hired during a Plan Year (other than the Transferee Participants) may not participate in the Plan until the commencement of the next Plan Year. Transferee Participants are eligible to participate in the Plan as of the Effective Date. An individual who, at any time, ceases to be an Eligible Employee will continue to defer Compensation until the end of the Plan Year in which he or she ceases to be an Eligible Employee, and no future Deferrals will be allowed until such time as the individual again becomes an Eligible Employee. In such a case, the individual will remain a Participant with respect to amounts already deferred but not yet withdrawn or distributed. A Participant will remain a Participant until all amounts to which he or she is entitled under the Plan have been paid.

2.3. Transferred Employees. An Eligible Employee who is transferred to an international assignment will not be eligible to make any further Deferrals under the Plan following the last day of the calendar year in which the Eligible Employee is transferred; however, he or she will remain a Participant in the Plan with respect to amounts already deferred but not yet withdrawn or distributed. Any Deferrals for the current Plan Year will continue through the end of the calendar year of the transfer.

2.4. Amendment of Eligibility Criteria. The Committee (or its designee) may, in its discretion, change the criteria for eligibility to comply with all applicable laws relating to salary grade and compensation levels; provided, however, that no change in the criteria for eligibility of any executive officer of the Company will be effected unless those changes are (a) within parameters established by the Compensation of the Board, or (b) approved by the Compensation Committee of the Board.

ARTICLE III. DEFERRAL ELECTIONS AND COMPANY MATCHING CONTRIBUTION AMOUNTS

3.1 Elections to Defer Compensation and/or Performance Bonuses.

- a. **Initial Election Period.** Subject to the provisions of Article II, each Participant may elect to defer Compensation by filing with the Committee (or its designee) an election that conforms to the requirements of this Section 3.1, on a form (electronically or otherwise) provided by the Committee (or its designee), no later than the last day of his or her Initial Election Period.
- b. **Deferral of Base Salary—General Rule.** The amount of Base Salary that a Participant may elect to defer is limited to Base Salary to be earned in a Plan Year after the time at which the Participant makes an election to defer in accordance with subsection (a). A Participant may defer up to 50% of his or her Base Salary, provided that the total amount deferred by the Participant will be limited in any calendar year, if necessary, to satisfy Social Security tax (including Medicare), income tax, and employee benefit plan withholding requirements on the Deferral, each as applicable, as determined in the sole and absolute discretion of the Committee (or its designee). The Committee (or its designee) may establish certain minimum contribution amounts from time to time with respect to particular Plan Years.
- c. **Duration of Election to Defer Base Salary.** A Participant's initial election to defer Base Salary must be received by the Committee (or its designee) prior to the last day of the Participant's Initial Election Period and will be effective with respect to Base Salary received in the Plan Year after the deferral election is processed and for the duration of that Plan Year. Except as provided in subsection (e), a Participant's deferral election will continue in effect for the entire Plan Year. A Participant must make a new deferral election for each Plan Year by filing a new election on or before the end of the election period (as established by the Committee or its designee) prior to the beginning of the next Plan Year, which election will be effective on the first day of the next Plan Year.
- d. **Deferral of Performance Bonuses.** A Participant may elect to defer up to 95% of his or her Performance Bonus to be earned with respect to a Plan Year performance period. Any such election with respect to the performance period for the Performance Bonus must be received by the Committee or its designee not later than the December 31st immediately preceding that performance period (or such earlier date as may be designated by the Committee for such performance period and communicated to the Participants). Any such election will become irrevocable as of January 1 of the performance period for the Performance Bonus. Any election made under this subsection (d) will be effective only for the performance period to which it relates.

- e. Suspension of Deferral Election Due to Unforeseeable Emergency. A Participant's Deferrals may be suspended for the remainder of a Plan Year if the Participant applies for a Hardship Distribution and the Committee (or its designee) determines, pursuant to Section 6.3, that the Unforeseeable Emergency giving rise to the Participant's Hardship Distribution request can be relieved, in whole or in part, through the cessation of Deferrals under the Plan.
- f. Separation from Service; Re-employment. A Participant's Deferrals will cease upon the Participant's Separation from Service. Upon re-employment with the Company as an Eligible Employee following a Separation from Service, a Participant (or former Participant) may make a new election in accordance with the provisions of subsection (a).

3.2 Elections as to Timing and Form of Payment of Benefits.

- a. Election of Scheduled Withdrawal Payment Date. At the time a Participant makes a deferral election pursuant to Section 3.1, the Participant will also elect his Scheduled Withdrawal Payment Date, if any, for the payment of the Participant's Vested Accounts attributable to those Deferrals. The Participant will communicate this timing decision by submitting an applicable form (electronically or otherwise) to the Committee or its designee. Notwithstanding any other provision to the contrary under the Plan, if installments for a Participant's Scheduled Withdrawal Payment Date have not commenced prior to the Participant's Separation from Service, the form of the distribution will follow the form elected as of the Participant's Separation from Service, and if the installments for a Participant's Scheduled Withdrawal Payment Date have commenced prior to the Participant's Separation from Service, the form of the distribution will follow the installment form elected with respect to that Scheduled Withdrawal Payment Date.
- b. Election of Form of Payment. At the time a Participant makes a deferral election pursuant to Section 3.1, the Participant will also elect the form of the distribution for those Deferrals, as described in subsection (c). The Participant will communicate this form of payment decision by submitting an applicable form (electronically or otherwise) to the Committee (or its designee).
- c. Forms of Payment. A Participant may elect either (i) a lump sum payment on the Participant's Payment Date, or (ii) substantially equal annual installment payments over a period of (A) two (2) to five (5) years as the form of distribution for a Scheduled Withdrawal Payment Date, or (B) five (5) to fifteen (15) years as the form of distribution for a Separation from Service, provided that any minimum balance established by the Committee (or its designee) for installments is met. If all or any portion of an Account is payable in installments, the first installment will be paid as of the Participant's Payment Date, and the remaining installments will be paid on each applicable anniversary of the Payment Date. Each installment will consist of a percentage of the Account, which will be equal to (i) one, divided by (ii) one plus the number of installments remaining after the installment for which the calculation is being made. If the Participant does not elect a form of payment pursuant to this subsection (c), he or she will be deemed to have elected a lump sum.
- d. No Subsequent Elections Regarding Timing and Form of Payment. Except as provided in Article VI of this Plan, a Participant may not revoke or revise a prior election as to the timing and form of payment under the Plan.

3.3 Deemed Investment Elections.

- a. At the time of making the deferral elections described in this Article III, the Participant will designate, on a form (electronically or otherwise) provided by the Committee (or its designee), the Measurement Fund(s) in which the Participant's Accounts will be deemed to be invested for purposes of determining the amount of earnings and losses to be credited to those Accounts. On a form (electronically or otherwise) provided by the Committee (or its designee), a Participant may change each of his or her deemed investment allocations at least monthly or more frequently as permitted by the Committee or its designee. If a Participant fails to elect a Measurement Fund under this Section, he or she will be deemed to have elected the Measurement Fund selected by the Committee to be the default Measurement Fund pursuant to subsection (b).

- b. The Committee, in its sole and absolute discretion, will select the Measurement Funds to be available under the Plan. The Committee may, in its sole and absolute discretion, discontinue, substitute, or add a Measurement Fund at any time for any reason. The Committee, in its sole and absolute discretion, will select one of the Measurement Funds as the default Measurement Fund, to serve as the measure of investment earnings and losses on the Accounts of Participants who fail to elect a Measurement Fund pursuant to subsection (a), and the Committee may change its selection of the default Measurement Fund from time to time in its sole and absolute discretion.
- c. Although a Participant may designate the type of investments in which his or her Accounts will be deemed to be invested for earnings calculation purposes, the Committee will not be bound by such a designation; that is, the amounts credited to a Participant's Accounts might not actually be invested in the underlying designated Measurement Fund(s). The designation of a Measurement Fund will not require the Company to invest or earmark its general assets in any particular manner. The Accounts will be hypothetically invested in the designated Measurement Fund(s), and net gains and losses associated with the Measurement Fund(s) will be credited or debited to the Accounts, as applicable, as provided in Section 4.3.

3.4 Company Matching Contribution Amounts.

- a. In General. If a Participant makes Deferrals of Compensation during a Plan Year, the Participant's Company Matching Contribution Account will be credited with Company Matching Contribution Amounts as provided in this Section 3.4 if the Participant meets the eligibility requirements described in subsection (b). A Participant's Company Matching Contribution Amounts for a Plan Year will be determined under subsection (c).
- b. Eligibility for Company Matching Contribution Amounts.
 - i. To be credited with Company Matching Contribution Amounts for a Plan Year, a Participant must be employed by the Company on the last day of the Plan Year. Matching Contributions Amounts will be credited to respective Participants' Accounts by the last day of January following the Plan Year.
 - ii. Notwithstanding the foregoing, a Participant who is not employed by the Company on the last day of the Plan Year will still be credited with Company Matching Contribution Amounts for the Plan Year if the Participant (A) had a Separation from Service during the Plan Year by reason of the Participant's Retirement or Disability, or (B) died during the Plan Year while he or she was employed by the Company or an Affiliated Company. In this case, the Company Matching Contribution Amounts will be credited to the Participant's Account on the Participant's Scheduled Payment Date.
- c. Company Matching Contribution Amounts. A Participant's Company Matching Contribution Amount for the Plan Year will be equal to the lesser of (i) the Deferrals credited to the Participant's Deferral Account for the Plan Year, or (ii) six percent (6%) of the Participant's Compensation under the Plan for the Plan Year, and less any match under the Savings Plan for the same Plan Year. Notwithstanding any Plan provision to the contrary, with respect to any Participant, a Company Matching Contribution for a Plan Year plus any match under the Savings Plan for the same Plan Year may never exceed 100% of the matching amount that would be provided under the Savings Plan for the Plan Year absent any plan-based restrictions that reflect limits on qualified plan contributions under the Internal Revenue Code within the meaning of Treasury Regulation Section 1.409A-3(j)(5)(iv).

ARTICLE IV. PARTICIPANT ACCOUNTS AND UNFUNDED NATURE OF THE PLAN

4.1 Deferral Accounts. The Committee (or its designee) will establish and maintain a Deferral Account for each Participant under the Plan. As soon as administratively feasible after amounts are withheld and deferred from a Participant’s Base Salary and/or Performance Bonus, the Committee (or its designee) will credit the Participant’s Deferral Account with an amount equal to the Base Salary and/or Performance Bonus deferred by the Participant in accordance with the Participant’s election(s) pursuant to Section 3.1.

4.2 Company Matching Contribution Accounts. The Committee (or its designee) will establish and maintain a Company Matching Contribution Account for each Participant who is credited with a Company Matching Contribution Amount under Section 3.4. As soon as practicable after the end of a Plan Year (by the last day of January following such Plan Year), the Company Matching Contribution Amount, if any, credited to a Participant for that Plan Year will be credited to the Participant’s Company Matching Contribution Account.

4.3 Adjustment for Earnings and Losses. Pursuant to rules and procedures acceptable to the Committee, for each day on which the securities markets in the United States are open for trading, the Committee’s designated record keeper for the Plan will adjust each Participant’s Account(s) to reflect investment returns or losses of the Measurement Funds selected by the Participant pursuant to Section 3.4.

4.4 Accounts are Unfunded. The Plan is unfunded. The maintenance of individual accounts is for bookkeeping purposes only. The Company is not obligated to acquire, segregate, or set aside, in trust or otherwise, any assets of any kind for the discharge of its obligations under the Plan, nor will any Participant have any property rights in any particular assets held by the Company, whether or not held for the purpose of funding the Company’s obligations under the Plan.

ARTICLE V. VESTING

5.1 Participant Contributions. A Participant’s interest in his or her Deferral Account will be 100% Vested at all times.

5.2 Company Contributions. A Participant’s interest in his or her Company Matching Contribution Account will become Vested in accordance with the following vesting schedule:

<u>Years of Service</u>	<u>Percentage Vested</u>
Less than 1	0%
1	25%
2	50%
3	75%
4 or more	100%

If a Participant has a Separation from Service before his or her Company Matching Contribution Account is fully Vested, the Participant will irrevocably forfeit the portion of his or her Company Matching Contribution Account that is not Vested, and in no event will a portion of a Participant’s Company Matching Contribution Account be distributed before it is Vested. Any forfeitures of Company Matching Contribution Accounts will be retained by the Company.

5.3. Termination for Cause. Notwithstanding anything to the contrary in the Plan, if a Participant is terminated for “Cause,” as defined below, or information is discovered after the Participant’s separation that would have allowed the Company to terminate for Cause, then the Participant shall forfeit any and all amounts in his Company Matching Contribution Account. For purposes herein, “Cause” means (1) the willful and

continued failure by the Participant to substantially perform the Participant's duties with the Company (other than any such failure resulting from the Participant's incapacity due to physical or mental illness) for a period of at least 30 consecutive days after a written demand for substantial performance is delivered to the Participant by the Board, which demand specifically identifies the manner in which the Board believes that the Participant has not substantially performed the Participant's duties; (2) the Participant willfully engages in conduct that is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise; or (3) the Participant is convicted of, or has entered a plea of no contest to, a felony.

ARTICLE VI. DISTRIBUTIONS

6.1. Distribution of Participant Accounts.

- a. Distribution of Small Accounts Due to Separation from Service. In the case of a Participant who incurs a Distribution Event due to Separation from Service and has a total Vested Account balance less than the applicable dollar amount under Code section 402(g)(1)(B), the Distributable Amount will be paid to the Participant in a lump sum distribution on the Participant's Payment Date associated with the Separation from Service; provided, however, that no such acceleration will be permitted under this Section to the extent that (i) the payment would not otherwise result in the complete liquidation of the Participant's entire interest under the Plan, including all agreements, methods, programs or other arrangements with respect to which deferrals of compensation are treated as having been deferred under a single nonqualified deferred compensation plan under Treasury regulation section 1.409A-1(c)(2), and (ii) the sum of all such payments would exceed the applicable dollar amount under Code section 402(g)(1)(B).
- b. Distribution Due to Separation from Service or Scheduled Withdrawal Payment Date.
 - i. Distribution Event – Separation from Service. In the case of a Participant who incurs a Distribution Event due to Separation from Service and the distribution provision in Section 6.1(a) does not apply because the Participant has a Vested Account balance, including amounts deferred under all agreements, methods, programs or other arrangements with respect to which deferrals of compensation are treated as having been deferred under a single nonqualified deferred compensation plan under Treasury regulation section 1.409A-1(c)(2), of more than the applicable dollar amount under Code section 402(g)(1)(B), the Participant will receive, or will begin to receive if payable in installments, his or her Distributable Amount, in the form elected by the Participant as of his or her Payment Date associated with the Separation from Service.
 - ii. Distribution Event – Scheduled Withdrawal Payment Date. In the case of a Participant who incurs a Distribution Event due to a Scheduled Withdrawal Payment Date, the Participant will receive, or will begin to receive if payable in installments, his or her Distributable Amount, in the form elected by the Participant as of his or her Payment Date associated with the Scheduled Withdrawal Payment Date.
- c. Distribution Due to Death. In the case of a Participant who dies before his or her Accounts have been distributed in full, the Participant's Beneficiary will receive the total undistributed Vested balance in the Participant's Accounts in a lump sum distribution within 90 days following the date of the Participant's death.
- d. Distribution Due to Disability. In the case of a Participant who incurs a Distribution Event due to Disability, the Participant will receive the total undistributed Vested balance in the Participant's Accounts in a lump sum distribution within 90 days following the date on which the Committee (or its designee) determines that the Participant has incurred a Disability. The determination of Disability will be made in accordance with the Company's long-term disability plan in effect at the time of the Participant's claim of Disability, provided the definition of disability applied under that disability plan complies with this Plan's definition of Disability.

- e. **Earnings.** A Participant's Accounts will continue to be adjusted for earnings and losses pursuant to Section 4.3 until all amounts credited to his or her Accounts under the Plan have been distributed.

6.2. Designation of Beneficiary. A Participant may, in a time and manner determined by the Committee, designate a Beneficiary (including one or more contingent Beneficiaries) to receive any benefits payable under the Plan in the event of the Participant's death. No Beneficiary designation with respect to the Plan will become effective until it is filed with the Committee (or its designee). Any Beneficiary designation will be revocable at any time through a written instrument filed by the Participant with the Committee (or its designee) with or without the consent of the previous Beneficiary. If a Participant fails to designate a Beneficiary or contingent Beneficiary, or if there is no surviving designated Beneficiary, then the Participant's estate will be the Participant's Beneficiary. If there is no surviving spouse to receive any benefits payable in accordance with the preceding sentence, then the Participant's estate will be the Participant's Beneficiary. Payment by the Company pursuant to any unrevoked Beneficiary designation, or to the Participant's estate if no such designation exists, of all benefits owed under the Plan will terminate any and all liability of the Company with respect to the deceased Participant.

6.3. Hardship Distribution. In the event of an Unforeseeable Emergency, a Participant will be permitted to elect a Hardship Distribution from his or her Vested Accounts prior to his or her Payment Date, subject to the following restrictions:

- a. The election to take a Hardship Distribution must be made by filing a form (electronically or otherwise) provided by and filed with the Committee (or its designee) in the time and manner determined by the Committee (or its designee).
- b. A Hardship Distribution may not be made unless the Committee (or its designee), in its discretion, determines that the distribution is necessary to alleviate an "Unforeseeable Emergency" within the meaning given to that term under Code section 409A and Treasury regulation section 409A-3(i)(3). In general, "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of his or her dependent (as defined in Code section 152(a)), loss of a Participant's property due to casualty, or other similar or extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant's control. The circumstances that would constitute an Unforeseeable Emergency will depend upon the facts of each case, but, in any case, a Hardship Distribution may not be made to the extent that the financial hardship resulting from the Unforeseeable Emergency is or may be relieved (1) through reimbursement or compensation by insurance or otherwise, (2) by liquidation of the Participant's assets, to the extent the liquidation of assets would not itself cause severe financial hardship, or (3) by cessation of Deferrals under this Plan.
- c. The amount determined by the Committee (or its designee) as a Hardship Distribution will be paid in a single cash lump sum as soon as practicable after the end of the calendar month in which the Hardship Distribution is approved by the Committee (or its designee). The Hardship Distribution will be treated as taken pro rata from each of the Measurement Funds in which the Participant's Accounts are deemed invested under Section 3.4.
- d. If a Participant receives a Hardship Distribution during a Plan Year, the Participant will be ineligible to defer Compensation under the Plan for the balance of the Plan Year and the following Plan Year.

6.4. Distribution Upon Adverse Finding by the Internal Revenue Service. If the Internal Revenue Service asserts that amounts deferred by a Participant pursuant to the Plan are included in the Participant's income for federal income taxes before distribution, the Committee (or its designee) will cause to be distributed to the Participant from his or her Vested Account an amount equal to all taxes, interest and penalties owed by the Participant as a result of that inclusion in taxable income.

6.5. Inability to Locate Participant. In the event that the Committee (or its designee) is unable to locate a Participant or Beneficiary within two (2) years following the required Payment Date, the amounts credited to the Participant's Accounts will be forfeited. If the Participant or Beneficiary later claims a benefit after it has been forfeited pursuant to the preceding sentence, the benefit will be reinstated without interest or earnings.

ARTICLE VII. ADMINISTRATION

7.1. Plan Administrator. The Committee will be the administrator of the Plan and will have full discretionary power and authority to administer the Plan in all its details.

7.2. Committee Action. The Committee may act at meetings by affirmative vote of a majority of the members of the Committee. Any action permitted to be taken at a meeting may be taken without a meeting if, prior to the action, a written consent to the action is executed (manually or electronically) by all members of the Committee and filed with the minutes of the proceedings of the Committee. A member of the Committee cannot vote or act upon any matter that relates solely to himself or herself as a Participant. Any member or members of the Committee may execute any certificate or other written direction on behalf of the Committee.

7.3. Powers of the Committee as Administrator.

The Committee's powers as administrator of the Plan will include, but will not be limited to, the following:

- a. To select the Measurement Funds in accordance with Section 3.4(b);
- b. To construe and interpret the terms and provisions of the Plan and to decide any and all questions arising under the Plan, including, without limitation, the power to remedy possible ambiguities, inconsistencies, or omissions by a general rule or particular decision;
- c. To determine the amounts to be distributed to any Participant or Beneficiary in accordance with the terms of the Plan and determine the person or persons to whom the amounts will be distributed;
- d. To maintain all records that may be necessary for the administration of the Plan;
- e. To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as required by law;
- f. To make, publish, and enforce such rules for the regulation of the Plan and procedures for the administration of the Plan that are not inconsistent with the written terms of the Plan, as the Committee deems necessary or advisable for the efficient administration of the Plan;
- g. To allocate or delegate its powers to other persons;
- h. To appoint persons to carry out administrative and recordkeeping functions with respect to the Plan; and
- i. To take all other actions necessary for the administration of the Plan.

7.4. Construction and Interpretation. The Committee will have full discretionary authority to construe and interpret the terms and provisions of the Plan, and the Committee's interpretations or construction will be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary. The Committee will administer the Plan's terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all applicable laws.

7.5. Information. To enable the Committee to perform its functions, the Company will supply full and timely information to the Committee or its designee on all matters relating to the Compensation of all Participants, their death or other events that cause termination of their participation in this Plan, and such other pertinent facts as the Committee may require.

7.6. Compensation, Expenses and Indemnity.

- a. The members of the Committee will serve without compensation for their services under the Plan.
- b. The Committee is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties with respect to the Plan. Expenses and fees in connection with the administration of the Plan will be paid by the Company.
- c. To the extent permitted by applicable law, the Company will indemnify and hold harmless the Committee and each Committee member, the Board, and any delegate of the Committee who is an employee of the Company, against any and all expenses, liabilities and claims, including legal fees to defend against liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity will not preclude further indemnities that may be available under insurance purchased by the Company or provided by the Company under any bylaw, agreement or otherwise, as permitted under applicable law.

7.7. Account Statements. At least once each year, each Participant will be furnished (electronically or otherwise) a statement setting forth the value of his or her Accounts.

7.8. Claims and Appeals Procedures. Any person who believes that he or she is being denied a benefit to which he or she is entitled under the Plan must file a written claim for the benefit with the Committee (or its designee). If the Committee (or its designee) denies the claim in whole or in part, it will issue to the claimant a written notice explaining the reason(s) for the denial (with specific reference to the Plan provisions on which the denial is based), and describing any additional information or documentation that might enable the claimant to perfect his or her claim (with an explanation of why the information or documentation is necessary). The written notice will also include appropriate information as to the steps to be taken if the claimant wishes to request a review of the claim denial (including the time limits for requesting a review). Within sixty (60) days after receiving a written notice of denial, the claimant may submit a written request for a review of the initial denial to the Committee (or its designee), together with a written explanation of the basis for the request. The claimant or his or her duly authorized representative may, but need not, review pertinent documents and submit issues and comments in writing for consideration by the Committee (or its designee). If the claimant does not request a review within that sixty (60) day period, he or she will be barred from challenging the Committee's (or its designee's) determination. Within sixty (60) days after the Committee's (or its designee's) receipt of a request for review, the Committee (or its designee) will consider the request and provide the claimant with a written decision, which will include a written explanation of the reasons for the decision (with reference to the specific Plan provisions on which the decision is based). If special circumstances require an extension of the sixty (60) day time period for considering the claimant's request for review, the Committee (or its designee) may extend that period by up to an additional sixty (60) days by notifying the claimant in writing, before the end of the original sixty day decision period, of the extension, the reasons for it, and when a decision can be expected. All interpretations, determinations, and decisions of the Committee (or its designee) with respect to any claim will be final and conclusive in the absence of clear and convincing evidence that the interpretation, determination, or decision was made arbitrarily or capriciously. A Participant must use and exhaust the Plan's administrative claim and appeal procedure described above before filing a lawsuit or taking other legal action of any kind against the Plan. Further, no lawsuit or legal action related to a benefit decision may be filed in any court of law or any other forum unless it is commenced within two years of the Plan's final decision on the claim. If the Committee determines an appeal is untimely, the Plan's latest decision on the claim is the final decision date.

ARTICLE VIII. MISCELLANEOUS

8.1. Unsecured General Creditor. Participants and their Beneficiaries, heirs, successors, and assigns will have no legal or equitable rights, claims, or interest in any specific property or assets of the Company. No assets of the Company will be held in any way as collateral security for fulfilling the Company's obligations under the Plan. Any and all of the Company's assets will be, and remain, the general unpledged, unrestricted

assets of the Company. The Company's obligations under the Plan are merely an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and Beneficiaries will be no greater than those of unsecured general creditors. It is the Company's intention the Plan be unfunded for purposes of the Code and for purposes of Title I of ERISA, and the Plan will be interpreted to effectuate this result.

8.2. Restriction Against Assignment. The Company will pay all amounts payable under the Plan only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Accounts will be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor will a Participant's Accounts be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor will any Participant or Beneficiary have any right to alienate, anticipate, sell, transfer, commute, pledge, encumber, or assign any benefits or payments under the Plan in any manner whatsoever (including, without limitation, under a domestic relations order). Any attempt to anticipate, alienate, sell, transfer, commute, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, will be null and void in all respects.

8.3. Withholding. Notwithstanding any other provision of the Plan to the contrary, all payments under the Plan will be subject to reduction for all applicable tax withholdings and other legally or contractually required withholdings. To the extent that amounts credited under the Plan are includable in "wages" for purposes of Chapter 21 of the Code, or are otherwise includable in taxable income, prior to distribution the Company may deduct the required withholding with respect to the wages or income from compensation currently payable to the Participant, or the Committee or its designee may reduce the Participant's Accounts under the Plan or require the Participant to make other arrangements satisfactory to the Company for the satisfaction of the Company's withholding obligations.

8.4. Amendment, Modification, Suspension or Termination. The Board (or its designee), in its sole discretion, may amend or terminate the Plan at any time, in whole or in part, except that no amendment or termination will operate (a) to reduce or deprive a Participant or Beneficiary of any benefit accrued prior to the time of the amendment or termination, (b) to result in an acceleration of the distribution of benefits under the Plan (due to a termination of the Plan or any other reason), unless the acceleration complies with Code section 409A and its interpretive regulations, or (c) to cause any other violation of Code section 409A or the guidance thereunder. Notwithstanding anything in the Plan to the contrary or any election of a Participant to the contrary, in the event that the Company, by action of the Board or its designee, terminates the Plan and all other agreements, methods, programs, and other arrangements sponsored by the Company with respect to which deferrals of compensation are treated as having been deferred under a single plan with this Plan under Treasury regulation section 1.409A-1(c)(2), the Company will have the discretion to accelerate the time of payment under the Plan, provided that no payments occur within twelve (12) months of the termination of those plans or agreements (other than payments that would be payable under the plans or agreements absent termination), all payments are made within twenty-four (24) months of termination of the plans or agreements, and for three (3) years following the date of termination of the Plan the Company does not adopt a new plan or agreement that would be aggregated with the Plan if the same participants participated in the new plan or agreement.

8.5. Rules and Procedures Relating to Payments. Any payment to a Participant or Beneficiary in accordance with the provisions of the Plan will, to the extent of that payment, be in full satisfaction of all claims against the Committee and the Company. The Committee (or its designee) may require a Participant or Beneficiary, as a condition precedent to payment, to execute a receipt and release to that effect; provided, however, that in the event any review and rescission period extends into a new calendar year, any distribution will not be made until the last business day of February of such new year or, if earlier, 90 days from the event giving rise to the distribution; provided, however, that this provision shall not modify the 6-month delay for payments upon Separation from Service required for Code section 409A compliance. Also, prior to paying any benefit under the Plan, the Committee (or its designee) may require a Participant or Beneficiary to provide such information or documentation as the Committee (or its designee), in its sole discretion, deems necessary for it to make any determination required under the Plan. To the extent permitted under Code section 409A, the Committee or its designee may delay payment until satisfied as to the correctness of the payment or the

person to receive the payment or to allow the filing in any court of competent jurisdiction for a legal determination of the benefits to be paid and the person to receive them. The Committee specifically reserves the right to correct errors of every sort, and each Participant agrees, on his or her own behalf and on behalf of any Beneficiary, to any method of error correction specified by the Committee or its designee. The Committee is authorized to recover any payment made in error.

In the event that any amount becomes payable under the Plan to a minor or other person who, in the sole judgment of the Committee (or its designee), is considered by reason of physical or mental condition to be unable to give a valid receipt for the payment, the Committee (or its designee) may direct that the payment be made to the person's spouse, parent, or other party found by the Committee (or its designee), in its sole judgment, to have assumed the care of the payee, unless a duly qualified guardian or other legal representative has been appointed, in which case payment will be made to that guardian or legal representative. Any payment made pursuant to the preceding sentence will constitute a full release and discharge of the Committee (or its designee) and the Company.

8.6. Limitation of Rights and Employment Relationship. Neither the establishment of the Plan, nor any amendment of it, nor the creating of any fund or account, nor the payment of any benefits will be construed as giving to any Participant, Beneficiary, or other person any legal or equitable right against the Company except as provided in the Plan; and in no event will the terms of employment of any employee or Participant be modified or in any way be affected by the provisions of the Plan.

8.7. Code Section 409A. The Company intends that all benefits and payments to be made to a Participant or Beneficiary under the Plan will be provided or paid in compliance with all applicable provisions of Code section 409A and its interpretive regulations, and the rulings, notices and other guidance issued by the Internal Revenue Service interpreting Code section 409A, and the Plan will be construed and administered in accordance with this intent. The Plan may be modified to the extent necessary to comply with all applicable requirements of, and to avoid the imposition of any additional tax, interest and penalties under, Code section 409A in connection with, or the benefits and payments to be provided or paid to a Participant or Beneficiary under, the Plan. Any such modification will maintain the original intent and benefit to the Company and the Participant of the applicable Plan provision, to the maximum extent possible without violating Code section 409A. All payments to be made upon a termination of employment under the Plan may only be made upon a "separation from service" under Code section 409A. Any payments that qualify for the "short-term deferral" exception or another exception under Code section 409A will be paid under the applicable exception. Further, for purposes of the limitations on nonqualified deferred compensation under Code section 409A, each payment of compensation under the Plan will be treated as a separate payment. In no event may a Participant, directly or indirectly, designate the calendar year of a payment. Although the Committee intends to administer the Plan in accordance with Code section 409A, the Company and the Committee make no guarantee of the tax consequences of participating in the Plan and will not be liable for income tax, interest, or additional taxes or penalties assessed against a Participant or Beneficiary for any reason.

[End of Plan document.]

ZIMVIE INC.
EXECUTIVE ANNUAL INCENTIVE PLAN
(Effective as of January 1, 2022)

1. Purpose: The purpose of the ZimVie Inc. Executive Annual Incentive Plan (the “Plan”) is to promote the interests of the Company and its stockholders by providing additional compensation as incentive to certain key executives who contribute materially to the success of the Company and its Subsidiaries and Affiliates.

2. Definitions: The following terms when used in the Plan shall, for the purposes of the Plan, have the following meanings:

“Affiliate” means any entity in which the Company has a direct or indirect ownership interest of at least 20%.

“Adjusted” refers to operating performance measures that have been adjusted to exclude the effects of certain items or events that occur or otherwise impact reported results during a performance period, as approved by the Committee and disclosed from time to time in the Company’s quarterly or annual earnings releases.

“Award” means the compensation payable to a Participant as described in Section 5.

“Board” means the Board of Directors of ZimVie Inc.

“Code” means the Internal Revenue Code of 1986, as amended, and its interpretive rules and regulations.

“Company” means ZimVie Inc., its Subsidiaries and Affiliates.

“Committee” the committee designated by the Board to administer the Plan as provided in Section 3. It is intended that the Committee will be the Compensation and Management Development Committee of the Board of Directors of ZBH until the date that ZimVie Inc. ceases to be a subsidiary of ZBH. Thereafter, it is intended that the Committee will be the Compensation Committee of the Board.

“Disability” means total disability as defined by the Company’s group long-term disability insurance policy applicable to Participants.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and its interpretive rules and regulations.

“Executive Officer” means a Participant who has been designated by the Board as an executive officer pursuant to Rule 3b-7 under the Exchange Act.

“Final Payment Date” means, with respect to Awards for a Fiscal Year, the date that the final Awards are paid to Participants after the end of the Fiscal Year.

“Fiscal Year” means a fiscal year of the Company.

“Participant” means a key executive of the Company chosen to participate in the Plan in any applicable Fiscal Year.

“Plan” means this document as it may be amended from time to time.

“Regulations” means rules and regulations adopted by the Committee pursuant to Section 3.

“Retirement” means a Participant’s voluntary termination of employment with the Company on or after the earlier of (i) the Participant’s 65th birthday, or (ii) the date as of which the Participant has both attained 55 years of age and completed 10 years of service with the Company. For Plan purposes, Participants’ prior employment with ZBH and its affiliates will constitute service with the Company.

“Section 409A Standards” means the applicable requirements and standards for non-qualified deferred compensation plans established by Code Section 409A.

“Separation from Service” means a Participant’s death, Retirement, or termination of employment with the Company. Whether a Separation from Service has occurred will be determined in accordance with the Section 409A Standards, including §1.409A-1(h).

“Specified Employee” has the meaning given in Code Section 409A(a)(2)(B)(i). The determination of which individuals are Specified Employees will be made in accordance with such rules and practices, consistent with the Section 409A Standards, as are established from time to time by the Board or its designee.

“Subsidiary” means any corporation that at the time qualifies as a subsidiary of the Company under the definition of “subsidiary corporation” in Code Section 424.

“Unforeseeable Emergency” means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, or the Participant’s dependent (as defined in Code Section 152, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant’s property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant’s control.

“ZBH” means Zimmer Biomet Holdings, Inc.

3. Administration: The Plan shall be administered under the supervision of the Board, which may exercise its powers, to the extent herein provided, through the agency of the Committee.

The Committee, from time to time, may adopt Regulations for carrying out the provisions and purposes of the Plan and make such determinations, not inconsistent with the terms of the Plan, as the Committee deems appropriate. The Committee may alter, amend or revoke any Regulation adopted.

The authority of the Committee shall include the right to exercise discretion at any time prior to the payment of an Award to increase an Award subject to the maximum provided in Section 7 or reduce the Award to any amount, including zero, that is below the computed amount of the Award. The reduction of the Award to one or more Participants shall not have the effect of increasing the Award payable to any other Participant.

The Committee may delegate its responsibilities for administering the Plan with respect to Participants who are not Executive Officers to a committee of two or more Executive Officers. Any Awards under the Plan to members of this committee shall be referred to the Committee or Board for approval.

4. Participation:

(a) *Committee Determinations.* For each Fiscal Year, the Committee shall determine the names of those key executives who will be Participants for the Fiscal Year.

(b) *Addition of Participants.* The Committee may determine that a key executive should be designated a Participant after the commencement of a Fiscal Year due to commencement of employment or promotion. In such event, the Committee may make an Award to such a Participant for a portion of the remainder of the Fiscal Year commencing on the date as of which such Participant was employed or promoted.

(c) *Termination of Participants.* A key executive shall cease to be a Participant upon Separation of Service for any reason.

5. Determination of Performance Measures and Targets: For each Fiscal Year, the Committee shall determine:

(a) The performance measures that will be used to determine the Awards to Participants, which may include one or more of the following, either reported or Adjusted, and either individually, alternatively or in any combination: net sales; revenue; gross profit; operating profit; net earnings; earnings per share; profit margin (gross, operating or net); cash flow, net cash flow or free cash flow; acquisition integration synergies (measurable savings and efficiencies resulting from integration); acquisition integration milestone achievements; stock price performance; total stockholder return; expense reduction; debt or net debt reduction; financial return ratios (including return on equity, return on assets or net assets, return on capital or invested capital and return on operating profit); earnings before interest, taxes, depreciation and amortization; earnings before interest and taxes; quality measures; regulatory compliance measures; or any other performance measure determined by the Committee. Any of the foregoing performance measures may be subsequently adjusted by the Committee to exclude the effects of unanticipated material transactions or events such as acquisitions, divestitures, accounting changes, restructurings and special charges or gains (determined according to objective criteria established by the Committee).

(b) The specific targets for each of the selected performance measures that will determine the amount of the Award, which may be set at a specific level or growth rate. Any targets or performance measures may be applied to the Company or any Subsidiary, or subdivision thereof, or may be expressed as relative to comparable measures at peer companies or a defined index.

6. Payment of Performance Incentive Awards:

(a) *Time of Determination of Award.* Subject to such forfeitures of Awards and other conditions as are provided in the Plan, the Awards made to Participants shall be paid to them or their beneficiaries as follows:

(i) As soon as practicable after the end of a Fiscal Year, the Committee shall determine the extent to which Awards have been earned on the basis of the actual performance in relation to the specific targets for the performance measures established for that Fiscal Year and shall certify in writing those determinations. Any Award for a Fiscal Year shall be paid in a lump sum not later than 2½ months after the end of the Fiscal Year.

(ii) Except as provided in the following sentence or by a Regulation, a Participant must be employed by the Company on the Final Payment Date with respect to an Award to be entitled to payment of such Award. If a Participant experiences a Separation from Service prior to the end of a Fiscal Year because of the Participant's death, Disability or Retirement, the Participant or his designated beneficiary, where applicable, shall be eligible, at the Committee's discretion, to receive a prorated portion of any Award granted to the Participant for that Fiscal Year based upon eligible earnings paid to the Participant in such year.

(iii) While no Participant has an enforceable right to receive an Award until the end of the Fiscal Year as outlined in subparagraph (i) above, the Committee, in its discretion, may make a provisional payment of part of the Award, in accordance with the Regulations, based on tentative estimates of the amount of the Award, subject to any terms and conditions the Committee may establish. A Participant shall be required to repay any portion or all of such provisional payments in order that the total payments may not exceed the Award as finally determined, or if the Participant shall forfeit his or her Award for any reason during the Fiscal Year. The Committee may exclude a Participant from receiving any provisional payment pursuant to this subparagraph (iii).

(b) *Withholding.* There shall be deducted from all payments of Awards any taxes required to be withheld by any government entity and paid over to any such government in respect of any such payment. Unless otherwise elected by the Participant, such deductions shall be at the established withholding tax rate. Participants may elect to have the deduction of taxes cover the amount of any applicable tax (the amount of withholding tax plus the incremental amount determined on the basis of the highest marginal tax rate applicable to the Participant).

(c) *Form of Payment.* The Award shall be paid entirely in cash.

7. Maximum Awards: Notwithstanding anything elsewhere in the Plan to the contrary, the maximum amount of any Award that may be payable to a Participant in respect of any single Fiscal Year will be 400% of the Participant's base rate of salary determined as of the beginning of such Fiscal Year.

8. Conditions Imposed on Payment of Awards: Payment of each Award to a Participant or to the Participant's beneficiary shall be subject to the following provisions and conditions:

(a) *Rights to Awards.* No Participant or any person claiming under or through the Participant shall have any right or interest, whether vested or otherwise, in the Plan or in any Award thereunder, contingent or otherwise, unless and until all of the terms, conditions and provisions of the Plan and the Regulations that affect that Participant or such other person shall have been complied with. Nothing contained in the Plan or in the Regulations shall require the Company to segregate or earmark any cash, shares, stock, or other property. Neither the adoption of the Plan nor its operation shall in any way affect the rights and power of the Company or any of its Subsidiaries or Affiliates to dismiss and/or discharge any employee at any time.

(b) *Assignment or Pledge of Rights of Participant.* No rights under the Plan, contingent or otherwise, shall be assignable or subject to any encumbrance, pledge or charge of any nature, except that a Participant may designate a beneficiary pursuant to the provisions of Section 9.

(c) *Right to Payment.* No absolute right to any Award shall be considered as having accrued to any Participant prior to the Final Payment Date. No Participant shall have any enforceable right to receive any Award made with respect to a Fiscal Year or to retain any payment made with respect thereto if, for any reason (death included), the Participant, during such entire Fiscal Year, has not performed his or her duties to the satisfaction of the Company.

9. Designation of Beneficiary: A Participant may name a beneficiary to receive any payment to which the Participant may be entitled under the Plan in the event of the Participant's death, on a form approved by the Committee. A Participant may change his or her beneficiary from time to time in the same manner.

If no designated beneficiary is living on the date on which any payment becomes payable to a Participant's beneficiary, the payment will be payable to the Participant's estate.

10. [Reserved]

11. Miscellaneous:

(a) *Acceptance by Participant.* By accepting any benefits under the Plan, each Participant and each person claiming under or through him shall be conclusively deemed to have indicated acceptance and ratification of, and consent to, any action taken or made to be taken or made under the Plan by the Company, the Board and the Committee.

(b) *Conclusive Actions.* Any action taken or decision made by the Company, the Board or the Committee arising out of or in connection with the construction, administration, interpretation or effect of the Plan or of the Regulations shall lie within its absolute discretion, as the case may be, and shall be conclusive and binding upon all Participants and all persons claiming under or through any Participant.

(c) *No Liability.* No member of the Board or the Committee shall be liable for any action or failure to act, or any action or failure to act of any other member, or of any officer, agent or employee of the Company, as the case may be, except for his or her own actions or inactions done in bad faith. The fact that a member of the Board or the Committee shall have previously been or subsequently thereafter may be a Participant in the Plan shall not disqualify such a person from voting at any time as a director with regard to any matter concerning the Awards, or in favor of or against any amendment or alteration of the Plan, provided that the amendment or alteration shall be of general application.

(d) *Reliance on Third Parties.* The Board and the Committee may rely upon any information supplied to them by any officer of the Company or any of its Subsidiaries or Affiliates and may rely upon the advice of counsel in connection with the administration of the Plan and shall be fully protected in relying upon information or advice.

(e) *Grounds for Recovery.* After the certification of attainment of the specific targets for performance measures as described in subparagraph 6(a) (i) above, no adjustments will be made to reflect any subsequent change in accounting, the effect of federal, state or municipal taxes later assessed or determined, or otherwise. Notwithstanding the foregoing, the Company reserves the right to and, in appropriate cases, will, seek recovery of all or any portion of Award if:

- (i) The amount of the Award was calculated based upon the achievement of certain financial results that were subsequently the subject of a restatement of all or a portion of the Company's financial statements;
- (ii) The Participant engaged in intentional misconduct that caused or partially caused the need for such a restatement; and
- (iii) The amount of the Award that would have been awarded to the Participant had the financial results been properly reported would have been lower than the amount actually awarded.

This subsection is not intended to limit the Company's power to take such other actions as it deems necessary to remedy the misconduct, prevent its recurrence and, if appropriate, based on all relevant facts and circumstances, punish the wrongdoer in a manner it deems appropriate.

(f) *Other Bases for Forfeiture, Recovery or Other Actions.* Awards and any compensation or benefits associated therewith shall be subject to repayment or forfeiture as may be required to comply with (i) any applicable listing standards of a national securities exchange adopted in accordance with Section 10D of the Exchange Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder; (ii) similar rules under the laws of any other jurisdiction; and (iii) any policies adopted by the Company to implement such requirements, all to the extent determined by the Company in its discretion to be applicable to a Participant. Any agreement evidencing an Award may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

12. Adoption, Amendment, Suspension and Termination of the Plan:

(a) *Effective Time.* The Plan is effective as of January 1, 2022.

(b) *Termination and Amendment.* Subject to the limitations set forth in subparagraph (c) below, the Board or its designee may at any time suspend or terminate the Plan and may amend it from time to time in such respects as the Board or its designee may deem advisable, subject to any requirements for stockholder approval imposed by applicable law, including the Section 409A Standards, to the extent applicable.

(c) *Rights of Participants.* No amendment, suspension or termination of the Plan shall, without the consent of the person affected thereby, materially, adversely alter or impair any rights or obligations under any Award previously awarded under the Plan.

13. Compliance with Section 409A Standards: It is intended that this Plan and all Awards hereunder comply with the applicable Section 409A Standards and will be construed accordingly. In construing or interpreting any vague or ambiguous Plan provision, the interpretation that will prevail is the interpretation that will cause the Plan to comply with the applicable Section 409A Standards. To the extent that any terms of the Plan or an Award would subject any Participant to gross income inclusion, interest, or additional tax pursuant to Code Section 409A, those terms are to that extent superseded by the applicable Section 409A Standards.

14. Governing Laws: The validity, interpretation and effect of the Plan, and the rights of all persons hereunder, shall be governed by and determined in accordance with the laws of the State of Colorado, other than the choice of law rules thereof.

[End of Plan document.]

**CORPORATE EXECUTIVE CONFIDENTIALITY, NON-COMPETITION
AND NON-SOLICITATION AGREEMENT**

This Corporate Executive Confidentiality, Non-Competition and Non-Solicitation Agreement (“Agreement”) is made by and between Zimmer Biomet Spine, Inc. d/b/a ZimVie, a Delaware corporation, and _____ (“Employee”).

Recitals

A. For purposes of this Agreement, the term “Company” means Zimmer Biomet Spine, Inc. and/or any or each of its affiliates, parents, or direct or indirect subsidiaries, as well as any successor-in-interest to Zimmer Biomet Spine, Inc. and/or to any of its direct or indirect subsidiaries, affiliates, or parents.

B. Employee is employed or is being employed by Company in an executive and/or high-level managerial capacity in which Employee has or will have extensive access Confidential Information of Company, and/or is being offered certain equity incentives.

C. Company has offered Employee employment and/or other valuable consideration, which may include without limitation such consideration as a job promotion, an increase in compensation, participation in bonus programs, and/or an equity award, contingent upon Employee’s entering into this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Employee agree to be legally bound as follows:

1. **Acknowledgements.** Employee acknowledges that Company is engaged in the highly competitive business of the development, manufacture, distribution, and sale of orthopedic- and musculoskeletal-related medical and surgical devices, products, applications, and services, including, but not limited to, the following product categories: dental, spine, bone healing, surgical (including MIS solutions), and/or biologics. Employee serves or will serve in an executive and/or high-level managerial capacity for Company and in that capacity Employee has and/or will have access to and has and/or will gain knowledge of substantial Confidential Information of Company across one or more of the Company’s product categories.

2. **Non-Disclosure and Ownership of Confidential Information.** Employee acknowledges that Confidential Information is a valuable, special, and unique asset of Company, and solely the property of Company, and agrees to the following; provided, however, that this Agreement does not, in any manner, prevent employees from filing a complaint with, providing information to, or participating in an investigation conducted by, the Securities and Exchange Commission, the United States Equal Opportunity Commission or any other governmental or law enforcement agency.

(a) Confidential Information Defined. The term “Confidential Information” includes, but is not limited to, any and all of Company’s trade secrets, confidential and proprietary information, and all other information and data of Company that is not generally known to the public or other third parties who could derive economic value from its use or disclosure. Confidential Information includes, without limitation, technical information such as product specifications, compounds, formulas, improvements, discoveries, developments, designs, inventions, techniques, new products and surgical training methods, and research and development information; confidential business methods and processes; business plans and strategies; marketing plans and strategies; non-public financial information including budgets, sales data, sales forecasts, sales quotas, and information regarding profits or losses; office optimization and logistics information; information pertaining to current and prospective customers; information pertaining to distributors and sales channel structures; pricing information; discount schedules; costing information; personnel information; compensation structure, schedules and plans; and information about current and prospective products or services, whether or not reduced to writing or other tangible medium of expression, including work product created by Employee in rendering services for Company.

(b) Non-Disclosure of Confidential Information. During Employee’s employment with Company and thereafter, Employee will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than (i) disclosure to authorized employees and agents of Company who are bound to maintain the confidentiality of the Confidential Information; (ii) for authorized purposes during the course of Employee’s employment in furtherance of Company’s business; and/or (iii) as specifically allowed or required under applicable law. Employee’s non-disclosure obligations shall continue as long as the Confidential Information remains confidential and shall not apply to information that becomes generally known to the public through no fault or action of Employee. The Federal Defend Trade Secrets Act provides that individuals may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and the individual does not disclose the trade secret except pursuant to a court order.

(c) Protection of Confidential Information. Employee will notify Company in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. Employee will use Employee’s best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. Employee will implement and abide by all procedures adopted by Company to prevent unauthorized disclosure, transfer, or use of Confidential Information. Notwithstanding the above requirements, nothing in this Agreement shall restrict Employee’s right to make disclosures specifically allowed or required under applicable law.

3. **Intellectual Property.**

(a) Invention Defined. The term “Invention” includes, but is not limited to ideas, programs, processes, systems, intellectual property, discoveries, and/or improvements which Employee discovers, invents, originates, develops, makes, or conceives alone or in conjunction with others which relate to Company’s present or future business during Employee’s employment with Company and/or within six (6) months after Employee’s employment ends. An Invention is covered by this Agreement regardless of whether (i) Employee conceived of the Invention in the scope of Employee’s employment; (ii) the Invention is patentable; or (iii) Company takes any action to commercialize or develop the Invention.

(b) Ownership of Inventions. Inventions are solely the property of Company. Employee agrees that by operation of law and/or the effect of this Agreement, Employee does not have any rights, title, or interest in any Inventions. Notwithstanding, Employee may be recognized as the inventor of an Invention without retaining any other rights associated therewith.

(c) Disclosure and Assignment of Inventions. Employee hereby assigns to Company all right, title and interest Employee may have in any Inventions. Employee agrees to: (i) promptly disclose all such Inventions in writing to Company; (ii) keep complete and accurate records of all such Inventions, which records shall be Company property and shall be retained on Company premises; and (iii) execute such documents and do such other acts as may be necessary in the opinion of Company to establish and preserve Company's property rights in all such Inventions. This section shall not apply to any Invention for which no equipment, supplies, facility, or Confidential Information of Company was used and which was developed entirely on Employee's own time, and (1) which does not relate (a) directly to the business of Company or (b) to Company's actual or demonstrably anticipated research or development, and (2) which does not result from any work performed by Employee for Company.

(d) Works of Authorship. All written, graphic or recorded material and all other works of authorship fixed in a tangible medium of expression (including but not limited to computer software) made or created by Employee, solely or jointly with others, during Employee's employment with Company and relating to Company's business, actual or contemplated, shall be the exclusive property of Company (collectively "Works"). Company will have the exclusive right to copyright such Works. Employee agrees that if any Work created by Employee while employed by Company, whether or not created at the direction of Company, is copyrightable, such Work will be a "work made for hire," as that term is defined in the copyright laws of the United States. If, for any reason, any copyrightable Works created by Employee are excluded from that definition, Employee hereby assigns and conveys to Company all right, title, and interest (including any copyright and renewals) in such Works.

(e) Attribution and Use of Works and Inventions; Waiver of Assertion of "Moral" Rights in Inventions and Works. Employee agrees that Company and its licensees are not required to designate Employee as author, inventor, or developer of any Works or Inventions when distributed or otherwise. Employee hereby waives, and agrees not to assert, any "moral" rights in any Inventions and Works. Employee agrees that Company and its licensees shall have sole discretion with regard to how and for what purposes any Inventions or Works are used or distributed.

(f) **Employee Cooperation in Establishment of Company Proprietary Rights.** Employee will sign documents of assignment, declarations, and other documents and take all other actions reasonably required by Company, at Company's expense, to perfect and enforce any of its proprietary rights. In the event Company is unable, for any reason whatsoever, to secure Employee's signature to any lawful or necessary documents required to apply for, prosecute, perfect, or assign any United States or foreign application for Letters Patent, trademark, copyright registration, or other filing to protect any Invention or Work, Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and on Employee's behalf, to execute and file any such application, registration, or other filing, and to do all other lawfully permitted acts to further the prosecution, issuance, or assignment of Letters Patent or other protections on such Inventions, or registrations for trademark or copyright or other protections on such Works, with the same force and effect as if executed by Employee.

4. **Return of Confidential Information and Company Property.** Immediately upon termination of Employee's employment with Company, Employee shall return to Company all of Company's property relating to Company's business, including without limitation all of Company's property which is in the possession, custody, or control of Employee such as Confidential Information, documents, hard copy files, copies of documents and electronic information/files, and equipment (*e.g.*, computers and mobile phones).

5. **Obligations to Other Entities or Persons.** Employee warrants that Employee is not bound by the terms of a confidentiality agreement or any other legal obligation which would either preclude or limit Employee from disclosing or using any of Employee's ideas, inventions, discoveries or other information or otherwise fulfilling Employee's obligations to Company. While employed by Company, Employee shall not disclose or use any confidential information belonging to another entity or other person.

6. **Conflict of Interest and Duty of Loyalty.** During Employee's employment with Company, Employee shall not engage, directly or indirectly, in any activity, employment or business venture, whether or not for remuneration, that (i) is competitive with Company's business; (ii) deprives or potentially could deprive Company of any business opportunity; (iii) conflicts or potentially could conflict with Company's business interests; or (iv) is otherwise detrimental to Company, including but not limited to preparations to engage in any of the foregoing activities.

7. **Restrictive Covenants.**

(a) **Definitions.**

(1) "Competing Product" is defined as any implant, device, or medical product, instrument, supply, process, application, or service that is the same as, related to, or similar to any product, process, application, or service that Company is researching, developing, manufacturing, distributing, selling, and/or providing at the time of Employee's separation from employment with Company, including, but not limited to, the following Company product categories: dental, spine, bone healing, surgical (including MIS solutions), and/or biologics.

(2) "Competing Organization" is defined as any organization that researches, develops, manufactures, markets, distributes and/or sells one or more Competing Products. A Competing Organization is diversified if it operates multiple, independently operating business divisions, units, lines or segments some of which do not research, develop, manufacture, market, distribute, and/or sell any Competing Products.

(3) "Prohibited Capacity" is defined as (i) any same or similar capacity to that held by Employee at any time during Employee's last two (2) years of employment with Company; (ii) any executive or managerial capacity; and/or (iii) any capacity in which Employee's knowledge of Confidential Information and/or Inventions would render Employee's assistance to a Competing Organization a competitive advantage.

(4) "Restricted Geographic Area" is defined as all countries, states, parishes or counties, municipalities, and territories in which Company is doing business or is selling its products at the time of Employee's separation from employment with Company, including but not limited to every parish and municipality in the state of Louisiana. Employee acknowledges that this geographic scope is reasonable given Employee's position with Company, the international scope of Company's business, and the fact that Employee could compete with Company from anywhere Company does business.

(5) "Restricted Period" is defined as the date Employee executes this Agreement, continuing eighteen (18) months after the Employee's last day of employment with Company unless otherwise extended by Employee's breach of this Agreement. The running time on the Restricted Period shall be suspended during any period in which Employee is in violation of any of the restrictive covenants set forth herein, and all restrictions shall automatically be extended by the period Employee was in violation of any such restrictions.

(6) "Customer" is defined as any person or entity to whom or which Company sold or provided any products and/or services during the last two (2) years of Employee's employment with the Company.

(7) "Active Prospect" is defined as any person or entity that Company individually and specifically marketed to and/or held discussions with regarding the research, development, manufacture, distribution, and/or sale of any Company products, processes, applications, or services at any time during the last six (6) months of Employee's employment with Company.

(8) "Severance Benefit Period" is the period of time represented by the total amount of any severance benefit offered to Employee (whether or not actually paid). By way of illustration, if Employee were offered a lump-sum severance benefit equivalent to ten (10) weeks of Employee's final base pay upon termination of his or her employment with the Company, Employee's Severance Benefit Period would be 10 weeks, whether or not Employee actually fulfilled all requirements of receiving, and did receive, any portion of the severance benefit.

(b) Restrictive Covenants. During the Restricted Period, Employee agrees to be bound by each of the following independent and divisible restrictions:

(1) Covenant Not to Compete.

(A) Employee will not, within the Restricted Geographic Area, directly or indirectly, be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in a Prohibited Capacity.

(B) Employee may be employed by, work for, consult with, provide services to, or lend assistance to a Competing Organization provided that: (i) the Competing Organization's business is diversified; (ii) the part of the Competing Organization's diversified business with which Employee will be affiliated would not, evaluated on a stand-alone basis, be a Competing Organization; (iii) Employee's affiliation with the Competing Organization does not involve any Competing Products; (iv) Employee provides Company a written description of Employee's anticipated activities on behalf of the Competing Organization which includes, without limitation, an assurance satisfactory to Company that Employee's affiliation with the Competing Organization does not constitute a Prohibited Capacity; and (v) Employee's affiliation with the Competing Organization does not constitute a competitive disadvantage to Company.

(C) If Employee, during the twelve (12) months preceding the last day of employment with Company, served in a product-specific role, "Competing Product" shall be limited to those products with which Employee worked or about which Employee possessed Confidential Information (e.g. hip, knee, trauma) during any part of the twenty-four (24) month period preceding the Employee's last day of employment with Company.

(2) Covenant Not to Solicit Customers or Active Prospects. Employee will not, directly or indirectly, (i) provide, sell, or market; (ii) attempt to provide, sell, or market; or (iii) assist any person or entity in the provision, sale, or marketing of any Competing Products to any Customers or Active Prospects located in the Restricted Geographic Area.

(3) Covenant Not to Interfere with Business Relationships. Employee will not, within the Restricted Geographic Area, urge, induce, or seek to induce any of Company's independent contractors, subcontractors, distributors, brokers, consultants, sales representatives, customers, vendors, suppliers, or any other person or entity with whom Company has a business relationship at the time of Employee's separation from Company employment to terminate its or their relationship with, or representation of, Company or to cancel, withdraw, reduce, limit, or in any manner modify any such person's or entity's business with, or representation of, Company

(4) Covenant Not to Solicit Company Employees. Employee will not employ, solicit for employment, or advise any other person or entity to employ or solicit for employment, any individual (1) who is employed by Company at the time of Employee's separation from Company and (2) who has access to or possession of any Confidential Information that would give a Competing Organization an unfair advantage or otherwise directly or indirectly induce or entice any such individual to terminate his/her employment with Company.

(5) Covenant Not to Disparage Company. Employee will not make or publish any disparaging or derogatory statements about Company; about Company's products, processes, applications, or services; or about Company's past, present, or future officers, directors, employees, attorneys and agents. Disparaging or derogatory statements include, but are not limited to, negative statements regarding Company's business or other practices; provided, however, nothing herein shall prohibit Employee from providing any information as may be compelled by law or legal process.

8. **Reasonableness of Terms.** Employee acknowledges and agrees that the restrictive covenants contained in this Agreement restrict Employee from engaging in activities for a competitive purpose and are reasonably necessary to protect Company's legitimate interests in Confidential Information, Inventions, and goodwill. Additionally, Employee acknowledges and agrees that the restrictive covenants are reasonable in all respects, including, but not limited to, temporal duration, scope of prohibited activities, and geographic area. Employee further acknowledges and agrees that the restrictive covenants set forth in this Agreement will not pose unreasonable hardship on Employee and that Employee will have a reasonable opportunity to earn an equivalent livelihood without violating any provision of this Agreement.

9. **Non-Competition Period Payments.**

(a) **Eligibility and Amount.** In the event of Employee's involuntary separation from employment with the Company for a reason that renders Employee eligible for benefits under the terms of the Company's Severance Plan, then to the extent Employee is denied, solely because of the restrictive covenant provisions of Section 7 of this Agreement, a specific full-time or part-time employment, consulting, or other position that would otherwise be offered to Employee by a Competing Organization, and provided Employee satisfies all conditions stated herein, then upon expiration of the Severance Benefit Period, Company will make monthly payments to Employee for each month Employee remains unemployed through the end of the Restricted Period. These monthly payments shall equal the lesser of Employee's monthly base pay at the time of Employee's separation from Company employment (exclusive of bonus and other extra compensation and any other employee benefits) or the monthly compensation that would have been offered to Employee by the Competing Organization. This Section will not apply if Employee leaves employment with the Company voluntarily or if Company terminates Employee's employment for a reason or reasons that render Employee ineligible for benefits under terms of the Company's Severance Plan.

(b) **Verification of Eligibility for Non-Competition Period Payments.** To qualify for payments under this Section, Employee must provide Company detailed written documentation supporting eligibility for payment, including, at a minimum, (i) the name and location of the Competing Organization that would have employed Employee but for the provisions of Section 7 of this Agreement, (ii) the title, nature, and detailed job responsibilities of the employment position with the Competing Organization that Employee was denied, (iii) the date Employee was denied the employment position, and (iv) the name and contact information of a managerial employee at the Competing Organization who has sufficient authority to confirm that Employee was denied this specific employment position with the Competing Organization solely because Employee is subject to the provisions of Section 7 of this Agreement ("Eligibility Documentation"). Upon receipt of the Eligibility Documentation, Company will determine eligibility for payment and, if eligibility is established, payments will commence as of the date of Company's receipt of the Eligibility Documentation or the date the Severance Benefit Period ends, whichever is later.

(c) Obligation to Pursue Replacement Employment and Verification of Continued Eligibility for Non-Competition Period Payments.

Employee is obligated to diligently seek and pursue replacement employment that does not violate Section 7 of this Agreement (“Replacement Employment”) during any period in which Employee seeks and/or accepts payment from Company under this Section. After eligibility for non-competition period payments is established, Employee will, on or before the 15th day of each month of eligibility for continued payments, submit to Company a written statement (i) identifying by name and address all prospective employers with whom Employee has applied or inquired about employment; (ii) identifying positions sought or applied for with each listed employer and specific actions taken in seeking each position; (iii) describing all other efforts made to obtain Replacement Employment; and (iv) describing any offers of employment received, including the name of the employer; the nature, title, and compensation terms of the position offered; whether the offer has been accepted and if so the actual or anticipated start date; and if the offer was declined, the reason(s) for declining.

(d) Effect of Replacement Employment on Non-Competition Period Payments. If Employee is denied a specific employment, consulting or other such position with a Competing Organization solely because of the restrictive covenant provisions of Section 7 of this Agreement but obtains Replacement Employment for compensation, and the monthly compensation (including base pay, commissions, incentive compensation, bonuses, fees and other compensation) for the Replacement Employment is less than Employee’s monthly base pay as was in effect at the time of the termination of Employee’s employment with the Company, Company agrees to pay Employee the difference for each such month through the end of the Restricted Period, again upon expiration of Employee’s Severance Benefit Period and provided Employee satisfies all conditions stated herein. Employee shall submit to Company payroll records and/or any other records reasonably requested by Company showing all compensation received by Employee from the Replacement Employment as a condition of Company’s payment of Non-Competition Period Payments covering any period of time when Employee performs work for compensation.

(e) Company’s Right to Provide Release of Obligations in Lieu of Non-Competition Period Payments. Notwithstanding any of the foregoing provisions of this Section, Company reserves the right to release Employee from Employee’s obligations under Section 7 of this Agreement at any time during the Restricted Period, in full or in sufficient part to allow Employee to accept an opportunity that would otherwise be prohibited under this Agreement, at which time Company’s payment obligations under this Section shall cease immediately and Employee shall not be entitled to any further such payments or compensation.

10. Severability, Modification of Restrictions. The covenants and restrictions in this Agreement are separate and divisible, and to the extent any covenant, provision, or clause of this Agreement is determined to be unenforceable or invalid for any reason, Company and Employee acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. If any particular covenant, provision, or clause of this Agreement is determined to be unreasonable or unenforceable for any reason, including, without limitation, temporal duration, scope of prohibited activity, and/or scope of geographic area, Company and Employee acknowledge and agree that such covenant, provision, or clause shall automatically be deemed reformed to have the closest effect permitted by applicable law to the original form and shall be given effect and enforced as so reformed to whatever extent would be reasonable and enforceable under applicable law. The parties agree that any court interpreting the provisions of this Agreement shall have the authority, if necessary, to reform any such provision to make it enforceable under applicable law.

11. **Remedies.** Employee acknowledges that a breach or threatened breach by Employee of this Agreement will give rise to irreparable injury to Company and that money damages will not be adequate relief for such injury. Accordingly, Employee agrees that Company shall be entitled to obtain injunctive relief, including, but not limited to, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available. In addition to all other relief to which it shall be entitled, Company shall be entitled to cease all payments to which Employee would otherwise be entitled under Section 9 hereto; continue to enforce this Agreement; recover from Employee all payments made under Section 9 to the extent attributable to a time during which Employee was in violation of the covenants for which payment was made; and recover from Employee all litigation costs and attorneys' fees incurred by Company in any action or proceeding relating to this Agreement in which Company prevails in any respect, including, but not limited to, any action or proceeding in which Company seeks enforcement of this Agreement or seeks relief from Employee's violation of this Agreement.

12. **Survival of Obligations.** Employee acknowledges and agrees that Employee's obligations under this Agreement, including, without limitation, Employee's non-disclosure and non-competition obligations, shall survive the termination of Employee's employment with Company, whether such termination is with or without cause and whether it is voluntary or involuntary. Employee acknowledges and agrees that nothing in this Agreement alters the at-will nature of Employee's employment and that either Company or Employee may terminate the employment relationship at any time, with or without cause or notice. Employee further acknowledges and agrees that: (a) Employee's non-disclosure, non-disparagement, non-solicitation, and non-competition covenants set forth in Sections 2 and 7 of this Agreement shall be construed as independent covenants and that no breach of any contractual or legal duty by Company shall be held sufficient to excuse or terminate Employee's obligations or to preclude Company from obtaining injunctive relief or other remedies for Employee's violation or threatened violation of such covenants, and (b) the existence of any claim or cause of action by Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to Company's enforcement of Employee's obligations under Sections 2 and 7 of this Agreement.

13. **Governing Law and Choice of Forum.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, notwithstanding any state's choice-of-law rules to the contrary. The parties agree that this Agreement is deemed to have been entered into in the State of Delaware and the State of Delaware has a material interest in the consistent enforcement of Company's agreements. Accordingly, the parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before the United States District Court for the District of Delaware if jurisdiction permits, or otherwise before any appropriate state court located in Delaware. The parties hereby submit to the jurisdiction of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue, in any action commenced or maintained in such courts. Language translations aside, the English version shall govern.

14. **Enforcement.** The parties agree that Zimmer Biomet Spine, Inc. and/or any or each of its affiliates, parents, or direct or indirect, as well as any successor-in-interest to Zimmer Biomet Spine, Inc. and/or to any of its direct or indirect subsidiaries, affiliates, or parents are express and intended parties to and beneficiaries of this Agreement, with full rights to enforce this Agreement independently or in conjunction with each other.

15. **State Law Addenda.** Certain terms of this Agreement shall be modified for certain employees as set forth in Addenda A-F to this Agreement.

16. **Successors and Assigns.** Company shall have the right to assign this Agreement, and, accordingly, this Agreement shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Company, including without limitation by asset assignment, stock sale, merger, consolidation or other corporate reorganization, and shall be binding on Employee. The services to be provided by Employee to Company are personal to Employee, and Employee shall not have the right to assign Employee's duties under this Agreement.

17. **Modification.** This Agreement may not be amended, supplemented, or modified except by a written document signed by both Employee and a duly authorized officer of Company.

18. **No Waiver.** The failure of Company to insist in any one or more instances upon performance of any provision of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

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

20. **Entire Agreement.** This Agreement, including Recitals, constitutes the entire agreement of the parties with respect to the subjects specifically addressed herein, and supersedes any prior agreements, understandings, or representations, oral or written, on the subjects addressed herein. Notwithstanding the foregoing, to the extent the employee has an existing non-competition, confidentiality, and/or non-solicitation agreement in favor of Company and has breached or violated the terms thereof, Company may continue to enforce its rights and remedies under and pursuant to such existing agreement.

Employee's signature below indicates that Employee has read the entire Agreement, understands what Employee is signing, and is signing the Agreement voluntarily. Employee has the right to consult with counsel prior to signing this Agreement, and agrees that Company advised Employee to consult with an attorney prior to signing the Agreement.

“EMPLOYEE”

(Employee Signature)

Printed Name: _____

Date: _____

“COMPANY”

(Company Representative Signature)

Printed Name: _____

Title: _____

Date: _____

ZimVie Inc.
2022 STOCK INCENTIVE PLAN
THREE-YEAR RESTRICTED STOCK UNIT AWARD

ZimVie Inc. (the “Company”) granted you this restricted stock unit (“RSU”) award (“Award”) pursuant to the Company’s 2022 Stock Incentive Plan (“Plan”). Each RSU represents an unfunded, unsecured promise by the Company to deliver one share of Common Stock (“Share”) to you, subject to the fulfillment of the vesting requirements set forth in this agreement (“Agreement”) and all other restrictions, terms and conditions contained in this Agreement and in the Plan. Except as may be required by law, you are not required to make any payment (other than payments for Tax-Related Items pursuant to Section 7 hereof) or provide any consideration other than the satisfaction of the vesting requirements. Capitalized terms that are not defined in this Agreement have the meanings given to them in the Plan.

Important Notice. If you do not wish to receive the RSUs and/or do not consent and agree to the terms and conditions on which the RSUs are offered, as set forth in this Agreement and the Plan, then you must reject the RSUs no later than 60 days following the Grant Date specified in Section 1 hereof. If you reject the Award, any right to the underlying RSUs will be cancelled. Your failure to reject the Award within this 60-day period will constitute your acceptance of the RSUs and your agreement with all terms and conditions of the Award, as set forth in this Agreement and the Plan.

1. Grant Date [•] (the “Grant Date”).

2. Number of RSUs Subject to this Award The number of RSUs subject to this Award was communicated to you separately and is posted to your online ZimVie – Fidelity account.

3. Vesting Schedule RSUs granted in connection with this Award shall be subject to the restrictions and conditions set forth herein during the period from the Grant Date until such RSUs become vested and nonforfeitable (the “Restriction Period”). Except as otherwise set forth in Section 6 below, one-third of the RSUs granted in this Award shall become vested and nonforfeitable on the first anniversary of the Grant Date provided that you have been continuously providing service (“Service”) to the Company or an Affiliate since the Grant Date; an additional one-third of the RSUs granted in this Award shall become vested and nonforfeitable on the second anniversary of the Grant Date provided that you have been continuously providing Service to the Company or an Affiliate since the Grant Date; and the final one-third of

the RSUs granted in this Award shall become vested and nonforfeitable on the third anniversary of the Grant Date provided that you have been continuously providing Service to the Company or an Affiliate since the Grant Date.

4. Stockholder Rights You will have none of the rights of a holder of Common Stock (including any voting rights, rights with respect to cash dividends paid by the Company on its Common Stock or any other rights whatsoever) until the Award is settled by the issuance of Shares to you.

5. Conversion of RSUs and Issuance of Shares Subject to the terms and conditions of this Agreement and the Plan, the Company will issue and deliver Shares to you within 60 days after the lapse of the Restriction Period for those RSUs. No fractional Shares will be issued under this Agreement. The Company will not be required to issue or deliver any Shares prior to (a) the admission of such Shares to listing on any stock exchange on which the stock may then be listed, (b) the completion of any registration or other qualification of such Shares under any state or federal law or rulings or regulations of any governmental regulatory body, or (c) the obtaining of any consent or approval or other clearance from any governmental agency, which the Company shall, in its sole discretion, determine to be necessary or advisable. The Company reserves the right to determine the manner in which the Shares are delivered to you, including but not limited to delivery by direct registration with the Company’s transfer agent.

6. Termination of Service

(a) For all purposes of this Agreement, the term “Service Termination Date” shall mean the earlier of (i) the date, as determined by the Company, that you are no longer actively providing Service to the Company or the Service Recipient, and in the case of an involuntary termination of Service, such date shall not be extended by any notice period mandated under local law (*e.g.*, active Service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any); or (ii) the date, as determined by the Company, that your Service Recipient is no longer an Affiliate.

(b) (i) A transfer of your Service from the Company to an Affiliate, or vice versa, or from one Affiliate to another, (ii) a leave of absence, duly authorized in writing by the Company, for military service or sickness or for any other purpose approved by the Company if the period of such leave does not exceed ninety (90) days, and (iii) a leave of absence in excess of ninety (90) days, duly authorized in writing by the Company, provided your right to reemployment is guaranteed either by a statute or by contract, shall not be deemed a termination of Service. However, your failure to return to the Service of the Company or the Service Provider at the end of an approved leave of absence shall be deemed a termination of Service. During a leave of absence as defined in (ii) or (iii), you will be considered to have been continuously providing Service.

(c) Except as set forth below, if your Service Termination Date occurs before all of the RSUs have become vested, the RSUs that are not already vested as of your Service Termination Date shall be forfeited and immediately cancelled.

(d) If after you have been continuously providing Service to the Company or the Service Recipient for one year or more from the Grant Date, you terminate employment on account of Retirement or death, the restrictions with respect to all unvested RSUs granted in this Award shall be waived and the RSUs will be deemed fully vested as of your Service Termination Date (subject to any applicable requirements described in the definition of "Retirement" in the Plan).

(e) In the event of your death prior to the delivery of Shares issuable pursuant to RSUs under this Agreement, such Shares shall be delivered to the duly appointed legal representative of your estate or to the proper legatees or distributees thereof, upon presentation of documentation satisfactory to the Committee.

7. Responsibility for Taxes

(a) You acknowledge that, regardless of any action taken by the Company or, if different, the Service Recipient, the ultimate liability for all income tax (including federal, state and local taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you or deemed by the Company or the Service Recipient to be an appropriate charge to you even if legally applicable to the Company or the Service Recipient ("Tax-Related Items") is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the Award, the vesting or settlement of the RSUs, the conversion of the RSUs into Shares, the subsequent sale of any Shares acquired at vesting

or the receipt of any dividends; and (ii) do not commit to, and are under no obligation to, structure the terms or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company or the Service Recipient (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to pay, or make adequate arrangements satisfactory to the Company or to the Service Recipient (in their sole discretion) to satisfy all Tax-Related Items. In this regard and, if permissible under local law, you authorize the Company and/or the Service Recipient, at their discretion, to satisfy any applicable obligations with respect to all Tax-Related Items in one or a combination of the following: (i) requiring you to pay an amount necessary to pay the Tax-Related Items directly to the Company (or the Service Recipient) in the form of cash, check or other cash equivalent; (ii) withholding such amount from wages or other cash compensation payable to you by the Company and/or the Service Recipient; (iii) withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization or such other authorization, without further consent, as you may be required to provide to the Company or Fidelity Stock Plan Services, LLC ("Fidelity") (or any other designated broker)); or (iv) withholding in Shares to be issued upon settlement of the RSUs. If you are a Section 16 officer of the Company under the Exchange Act ("Section 16 officer") who is primarily providing services in the U.S., withholding obligations for Tax-Related Items shall be satisfied by the mandatory withholding in Shares. If you are a Section 16 officer who is primarily providing services outside the U.S., any withholding in Shares to satisfy applicable withholding obligations shall be determined by the Committee prior to the applicable withholding event.

(c) Depending on the withholding method, the Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other applicable withholding rates, including maximum rates applicable in your jurisdiction. In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (without any entitlement to the Shares) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authorities. You agree that the amount withheld may exceed your actual liability. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, you agree to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

8. Nature of Grant In accepting the RSUs, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, consistent with the Plan's terms;

(b) the Award is exceptional, discretionary, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs even if RSUs have been awarded in the past;

(c) all decisions with respect to future RSU or other awards, if any, will be at the sole discretion of the Company;

(d) the Award and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Service Recipient or any Affiliate and shall not interfere with the ability of the Company, the Service Recipient or any Affiliate, as applicable to terminate your Service relationship (if any);

(e) your participation in the Plan is voluntary;

(f) the Award, the Shares subject to the RSUs, and the income from and value of same are not intended to replace any pension rights or compensation provided by the Service Recipient or required under applicable law;

(g) the Award and the Shares subject to the RSUs, and the income from and value of same are not part of normal or expected compensation for purposes of calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement benefits or similar mandatory payments;

(h) the future value of the Shares underlying the RSUs is unknown, indeterminable and cannot be predicted with certainty;

(i) no claim or entitlement to compensation arises from forfeiture of RSUs resulting from termination of your Service relationship with the Company or the Service Recipient (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any), or resulting from a breach or violation as described in Section 15 or Section 16 below;

(j) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares of the Company; and

(k) the following provisions apply only if you are providing services outside the United States: (i) the Award and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose; and (ii) you acknowledge and agree that neither the Company, the Service Recipient nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to you pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

9. No Advice Regarding Grant The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

10. Data Privacy. *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other RSU Award materials ("Data") by and among, as applicable, the Company, the Service Recipient and any other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

You understand that the Company and the Service Recipient may hold certain personal data about you, including, but not limited to, your name, home address, telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other stock-based awards, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan.

You understand that Data may be transferred to Fidelity or such other stock plan service provider as may be selected by the Company to assist the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that if you reside outside the United States, you may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Service Recipient will not be affected. The only consequence of refusing or withdrawing your consent is that the Company would not be able to grant RSUs or any other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Finally, upon the request of the Company or the Service Recipient, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Company and/or the Service Recipient may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Service Recipient.

11. Change in Control Under certain circumstances, if your employment with the Company or its Affiliates terminates during the three year period following a Change in Control of the Company, this Award may be deemed vested. Please refer to the Plan for more information.

12. Changes in Capitalization If prior to the expiration of the Restriction Period changes occur in the outstanding Common Stock by reason of stock dividends, recapitalization, mergers, consolidations, stock splits, combinations or exchanges of Shares and the like, the number and class of Shares subject to this Award will be appropriately adjusted by the Committee, whose determination will be conclusive. If as a result of any adjustment under this paragraph you should become entitled to a fractional Share of stock, you will have the right only to the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Share so disregarded.

13. Notice Until you are advised otherwise by the Committee, all notices and other correspondence with respect to this Award will be effective upon receipt at the following address: ZimVie Inc., ATTN: Employee Stock Services, 10225 Westmoor Drive, Westminster, Colorado 80021.

14. No Additional Rights Except as explicitly provided in this Agreement, this Agreement will not confer any rights upon you, including any right with respect to continuation of employment by the Company or any of its Affiliates or any right to future awards under the Plan. In no event shall the value, at any time, of this Agreement, the Shares covered by this Agreement or any other benefit provided under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of the Company or its Affiliates unless otherwise specifically provided for in such plan.

15. Breach of Restrictive Covenants As a condition of receiving this Award, you have entered into a non-disclosure, non-solicitation and/or non-competition agreement with the Company or its Affiliates. The Company may, at its discretion, require execution of a restated non-disclosure, non-solicitation and/or non-competition agreement as a condition of receiving the Award. Should you decline to sign such a restated agreement as required by the Company and, therefore, forego receiving the Award, your most recently signed non-disclosure, non-solicitation and/or non-competition agreement shall remain in full force and effect. You understand and agree that if you violate any provision of any such agreement that remains in effect at the time of the violation, the Committee may require you to forfeit your right to any unvested portion of the Award and, to the extent that any portion of the Award has previously vested, the Committee may require you to return to the Company the Shares covered by the Award or any cash proceeds you received upon the sale of such Shares.

16. Violation of Policies Notwithstanding any other provisions of this Agreement, you understand and agree that if you engage in conduct (which may include a failure to act) in connection with, or that results in, a violation of any of the Company's policies, procedures or standards, a violation of the Company's Code of Business Conduct and Ethics, or that is deemed detrimental to the business or reputation of the Company, the Committee may, in its discretion, require you to forfeit your right to any unvested portion of the Award and, to the extent that any portion of the Award has previously vested, the Committee may require you to return to the Company the Shares covered by the Award or any cash proceeds you received upon the sale of such Shares. The Committee may exercise this discretion at any time that you are employed by the Company or any Affiliate of the Company, and at any time during the 18-month period following the termination of your employment with the Company or any Affiliate of the Company for any reason, including, without limitation, on account of Retirement or death.

17. Consent to Electronic Delivery The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. Code Section 409A Compliance To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. The RSUs granted in this Award are intended to be short-term deferrals exempt from Section 409A, but in the event that any portion of this Award constitutes deferred compensation within the meaning of Section 409A, then the issuance of Shares covered by an RSU award shall conform to the Section 409A standards, including, without limitation, the requirement that no payment on account of separation from service will be made to any specified employee (within the meaning of Section 409A) until six months after the separation from service occurs, and the prohibition against acceleration of payment, which means that the Committee does not have the authority to accelerate settlement of this Award in the event that any portion of it constitutes deferred compensation within the meaning of Section 409A. Any provision of the Plan or this Agreement that would cause this Award to fail to satisfy any applicable requirement of Section 409A shall have no force or effect until amended to comply with Section 409A, which amendment may be retroactive to the extent permitted by Section 409A.

19. Construction and Interpretation The Board of Directors of the Company (the "Board") and the Committee shall have full authority and discretion, subject only to the express terms of the Plan, to decide all matters relating to the administration and interpretation of the Plan and this Agreement and all such Board and Committee determinations shall be final, conclusive, and binding upon you and all interested parties. The terms and conditions set forth in this Agreement are subject in all respects to the terms and conditions of the Plan, as amended from time to time, which shall be controlling. This Agreement and the Plan contain the entire understanding of the parties and this Agreement may not be modified or amended except in writing duly signed by the parties. You acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other party to this Agreement. The various provisions of this Agreement are severable and in the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included. This Agreement will be binding upon and inure to the benefit of the successors, assigns, and heirs of the respective parties.

The validity and construction of this Agreement shall be governed by the laws of the State of Colorado, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. For purposes of litigating any dispute arising under this Agreement, the parties hereby submit and consent to the jurisdiction of the State of Colorado, agree that such litigation shall be conducted in the courts of the State of Colorado or the federal courts for the United States for the District of Colorado, where this grant is made and/or to be performed.

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in English, so as to enable you to understand the provisions of this Agreement and the Plan. If you have received this Agreement or any other document related to the Plan translated into a language other than English and if meaning of the translated version is different from the English version, the English version will control.

20. Insider Trading/Market Abuse Laws Depending on your country, Fidelity's country or the country in which Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country or the country of the applicable stock plan service provider, which may affect your ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., RSUs) or rights linked to the value of Shares during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

21. Foreign Asset/Account Reporting Please be aware that your country may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You acknowledge that it is your responsibility to be compliant with such regulations, and you should speak to your personal advisor on this matter.

22. Compliance with Laws and Regulations Notwithstanding any other provisions of this Agreement, you understand that the Company will not be obligated to issue any Shares pursuant to the vesting of the RSUs if the issuance of such Shares shall constitute a violation by you or the Company of any provision of law or regulation of any governmental authority. Any determination by the Company in this regard shall be final, binding and conclusive.

23. Addendum Your Award shall be subject to any special provisions set forth in the Addendum to this Agreement for your country, if any. If you relocate to one of the countries included in the Addendum during the Restriction Period, the special provisions for such country shall apply to you, to the extent the Company determines that the application of such provisions is necessary or advisable for legal or administrative reasons. The Addendum, if any, constitutes part of this Agreement.

24. Imposition of Other Requirements The Company reserves the right to impose other requirements on your participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to accept any additional agreements or undertakings that may be necessary to accomplish the foregoing.

25. Recoupment Any benefits you may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with (i) any applicable listing standards of a national securities exchange adopted in accordance with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder; (ii) similar rules under the laws of any other jurisdiction; and (iii) any policies adopted by the Company to implement such requirements, all to the extent determined by the Company in its discretion to be applicable to you.

26. Acceptance If you do not agree with the terms of this Agreement and the Plan, you must reject the Award no later than 60 days following the Grant Date; non-rejection of the Award will constitute your acceptance of the Award on the terms on which they are offered, as set forth in this Agreement and the Plan.

ZIMVIE INC.

By: [●] _____
Heather Kidwell
SVP, Chief Legal and Compliance Officer
and Corporate Secretary

**Addendum
ZIMVIE INC.**

ADDITIONAL PROVISIONS FOR RESTRICTED STOCK UNITS IN CERTAIN COUNTRIES

This Addendum includes additional country-specific terms that apply if you are residing and/or working in one of the countries listed below. This Addendum is part of the Agreement. Unless otherwise provided below, capitalized terms used but not defined herein shall have the same meanings assigned to them in the Plan and the Agreement.

This Addendum also includes information of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2022 and is provided for informational purposes. Such laws are often complex and change frequently and results may be different based on the particular facts and circumstances. As a result, you should not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time the RSUs vest or you sell Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Note that if you are a citizen or resident of a country other than the country in which you are residing and/or working, or transfer employment after the RSUs are granted to you, or are considered a resident of another country for local law purposes, the information contained in this Addendum may not be applicable to you, and the Company shall, in its discretion, determine to what extent the terms and conditions or notifications contained herein shall be applicable to you. If you transfer residency and/or employment to another country or are considered a resident of another country listed in the Addendum after the RSUs are granted to you, the terms and/or information contained for that new country (rather than the original grant country) may be applicable to you.

European Union / European Economic Area / Switzerland / United Kingdom

Data Privacy Notice. This section replaces Section 10 of the Agreement for participants in the European Union (“EU”), European Economic Area (“EEA”), Switzerland and/or United Kingdom (“UK”) (collectively, “EEA+”).

Data Collection and Usage. Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally-identifiable information about you for the exclusive legitimate purposes of implementing, administering and managing the Plan and generally administering equity awards; specifically, your name, home address, email address, telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares granted, canceled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or the Service Recipient (“Data”). In order to facilitate your participation in the Plan, the Company will collect, process, use and transfer your Data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company collects, processes, uses and transfers your personal data pursuant to the Company’s legitimate business interests of managing the Plan and generally administering employee compensation and related benefits. Your refusal to provide Data may affect your ability to participate in the Plan.

Stock Plan Administration Service Providers. The Company transfers Data to Fidelity, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with that service provider, which will serve in a similar manner. The Company’s service provider will open an account for you to receive and trade Shares acquired under the Plan. The processing of Data will take place through electronic means. Data will only be accessible by those individuals requiring access to it for purposes of implementation, administration and operation of the Plan.

International Data Transfers. The Company and its service providers are based, in relevant part, in the United States, which means that it will be necessary for Data to be transferred to, and processed in, the United States. By enrolling in the Plan, you understand that the service providers will receive, possess, use, retain and transfer Data for the purposes of implementing, administering and managing your participation in the Plan. When transferring Data to these service providers, the Company provides appropriate safeguards for protecting Data, including reliance on standard contractual clauses. You may request a copy of, or information about, the safeguards used to protect Data by contacting privacy.nam@zimvie.com.

Data Retention. The Company will use Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Data, the Company will remove it from its systems. If the Company keeps the Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations.

Data Subject Rights. To the extent provided by law, you have the right to (i) confirmation on the existence of Data Processing; (ii) access to Data; (iii) correction of incomplete, inaccurate or out-of-date Data; (iv) anonymization, blockage or deletion of Data processed unnecessarily, excessively, or unlawfully; (v) deletion of Data lawfully processed; (vi) information about the institutions with which the Company shared Data; (vii) transfer of Data (data portability); (viii) oppose the processing of Data; and/or (ix) lodge complaints with competent data protection authorities in your country. You understand that the only consequence of refusing to provide Data is that Company may not be able to allow you to participate in the Plan, or grant other equity awards or administer or maintain such awards. For more information on the consequences of the refusal to provide Data, you may contact privacy.nam@zimvie.com.

All Countries

Labor Laws. This provision supplements Section 6(d) of the Agreement.

Notwithstanding the foregoing, if the Company receives a legal opinion that there has been a legal judgment and/or legal development in your jurisdiction that likely would result in the favorable treatment that applies to the RSUs as a result of you retiring or reaching a certain age being deemed unlawful and/or discriminatory, the favorable treatment shall not apply and you shall be treated as set forth in the remaining provisions of Section 6(d) of the Agreement.

Australia

Securities Law Information. The RSU grant is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units and Stock Options to Australian Resident Employees, the Plan and the Agreement. By accepting the RSUs, you acknowledge and confirm that you have received these documents.

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

Canada

Settlement of RSUs. RSUs will be settled in Shares only, not cash.

Labor Law Information. This provision replaces Section 6(a) of the Agreement.

For all purposes of this Agreement, and except as expressly required by applicable legislation, the term "Service Termination Date" shall mean the earlier of: (1) the date upon which your employment or service with the Service Recipient is terminated and (2) the date you receive written notice of termination of employment or service from the Service Recipient, regardless of any period during which notice, pay in lieu of such notice or related payments or damages are required to be provided under local law (including, but not limited to statutory law, regulatory law and/or common law). For greater certainty, you will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSUs under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

Securities Law Information. You acknowledge and agree that you will only sell Shares acquired through participation in the Plan outside of Canada through the facilities of a stock exchange on which the Shares are listed. Currently, the Shares are listed on the Nasdaq Global Market.

The following provisions apply if you are a resident in Quebec:

Language Acknowledgment.

The parties acknowledge that it is their express wish that this Agreement, including this Addendum, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be provided to them in English.

Consentement relatif à la langue utilisée. Les parties reconnaissent avoir expressément souhaité que la convention («Agreement») ainsi que cette Annexe, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy Consent. This provision supplements Section 10 of the Agreement:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved with the administration of the Plan. You further authorize the Company, any Affiliates, the administrator of the Plan and Fidelity to disclose and discuss the Plan with their advisors. You further authorize the Company or any Affiliates to record such information and to keep such information in your file. You acknowledge and agree that your personal information, including sensitive personal information, may be transferred or disclosed outside the province of Quebec, including the United States. If applicable, you acknowledge and authorize the Company or its Affiliates, and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on you or the administration of the Plan.

China

The following provisions apply if you are subject to exchange control regulations in China, as determined by the Company in its sole discretion.

Settlement of RSUs and Sale of Shares. Due to local regulatory requirements, you acknowledge, understand and agree that the Company reserves the right to require the sale of any Shares to be issued to you upon vesting and settlement of the RSUs. Any such sale may occur (i) immediately upon vesting and settlement of the RSUs, (ii) within six months following your termination of employment with the Company or any Affiliate of the Company or (iii) within any such other time frame as may be required by local regulatory requirements. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization and without further consent) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay you the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

Exchange Control Information. You understand and agree that, to comply with exchange control requirements, you will be required to immediately repatriate to China the cash proceeds from the sale of the Shares issued upon the vesting of the RSUs or any cash dividends paid on such Shares. You further understand that, under local law, such repatriation of funds will be effectuated through a special exchange control account established by the Company or one of its Affiliates, and you hereby consent and agree that the proceeds from the sale of Shares acquired under the Plan or cash dividends may be transferred to such special account prior to being delivered to you.

The Company may deliver the proceeds to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, you understand that you may be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are converted to local currency, there may be delays in delivering the proceeds to you and, due to fluctuations in the Share trading price and/or the U.S. dollar/PRC exchange rate between the vesting/sale date and (if later) when the proceeds can be converted into local currency, the proceeds that you receive may be more or less than the market value of the Shares on the vesting/sale date. You agree to bear the risk of any currency fluctuation between the date the RSUs vest, the receipt of funds and the date of conversion of any funds into local currency.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

France

Language Acknowledgement

By accepting the Agreement providing for the terms and conditions of your grant, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English. You accept the terms of those documents accordingly.

En acceptant le Contrat d'Attribution décrivant les termes et conditions de votre attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat d'Attribution) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Exchange Control Information. If you transfer more than €10,000 in Shares or cash into or out of France without the use of a financial intermediary, you must declare the transfer to the French tax and customs authorities.

Germany

Exchange Control Information. For statistical purposes, the German Federal Bank requires that you file electronic reports of any cross-border transactions in excess of €12,500. If you make or receive a payment in excess of this amount, you are responsible for complying with applicable reporting requirements. The electronic "General Statistics Reporting Portal" (*Allgemeines Meldeportal Statistik*) can be accessed on the Germany Federal Bank's website: www.bundesbank.de.

India

Exchange Control Information. You must repatriate all proceeds received from your participation in the Plan to India within the period of time prescribed under applicable Indian exchange control laws, as may be amended from time to time. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the proceeds. You should maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Service Recipient requests proof of repatriation.

It is your responsibility to comply with exchange control laws in India, and neither the Company nor the Service Recipient will be liable for any fines or penalties resulting from failure to comply with applicable laws.

Israel

Settlement of RSUs and Sale of Shares. Due to local regulatory requirements, you agree to the immediate sale of any Shares to be issued to you upon vesting and settlement of the RSUs. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay you the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

Italy

Plan Document Acknowledgment. By accepting the RSUs, you acknowledge that you have received a copy of the Plan, reviewed the Plan, the Agreement and this Addendum in their entirety and fully understand and accept all provisions of the Plan, the Agreement and this Addendum.

In addition, you further acknowledge that you have read and specifically and expressly approve without limitation the following clauses in the Agreement: Section 7 (Responsibility for Taxes); Section 8 (Nature of Grant); Section 9 (No Advice Regarding Grant); Section 10 (Data Privacy, as replaced by the provision applicable to participants in the EEA+); Section 14 (No Additional Rights); Section 16 (Violation of Policies); Section 17 (Consent to Electronic Delivery); Section 19 (Construction and Interpretation); Section 20 (Insider Trading/Market Abuse Laws) Section 21 (Foreign Asset/Account Reporting); Section 22 (Compliance with Laws and Regulations); Section 23 (Addendum); Section 24 (Imposition of Other Requirements) and Section 25 (Acceptance).

Japan

Exchange Control Information. If you intend to acquire Shares with a value exceeding ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within twenty days after the acquisition of the Shares.

Singapore

Sale of Common Stock. You hereby agree that any Shares received at settlement will not be offered for sale in Singapore prior to the six (6) month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

Securities Law Information. The Award is being made in reliance of section 273(1)(f) of the SFA and is not made to you with a view to the RSUs being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Obligation. If you are a director (including an alternative, substitute or shadow director) of the Company’s Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore Affiliate in writing within two (2) business days of any of the following events: (1) receiving an interest (*e.g.*, RSUs or Shares) in the Company or any Affiliate; (2) any change in a previously-disclosed interest (*e.g.*, the sale of Shares); or (3) becoming a director. If you are the Chief Executive Officer (“CEO”) of the Company’s Singapore Affiliate and the above notification requirements are deemed to apply to the CEO of the Company’s Singapore Affiliate, the above notification requirements also will apply to you.

Spain

Nature of Grant. This provision supplements Section 8 of the Agreement:

By accepting the RSU, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan document.

You understand and agree that, as a condition of the grant of the RSU, except as provided for in Section 6 of the Agreement, your termination of employment or service for any reason (including for the reasons listed below) will automatically result in the forfeiture of any RSU that has not vested on your Service Termination Date.

In particular, you understand and agree that the RSU will be forfeited in accordance with Section 6 of the Agreement without entitlement to the underlying Shares or to any amount as indemnification in the event of a termination of your employment prior to vesting by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a “despido improcedente”), individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without good cause, material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, unilateral withdrawal by the Service Recipient, and under Article 10.3 of Royal Decree 1382/1985.

Furthermore, you understand that the Company has unilaterally, gratuitously and discretionally decided to grant RSUs under the Plan to individuals who may be service providers of the Company or an Affiliate. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate on an ongoing basis, other than as expressly set forth in the Agreement. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and the Shares underlying the RSUs shall not become a part of any employment or service contract (either with the Company, the Service Recipient or any Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, you understand that the RSUs would not be granted to you but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any award of RSUs shall be null and void.

Securities Law Information. In connection with this grant of RSUs, no “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Addendum) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Exchange Control Information. It is your responsibility to comply with exchange control regulations in Spain. You must declare the acquisition of Shares for statistical purposes to the Spanish *Dirección General de Comercio e Inversiones* (the “DGCI”) of the Ministry of Industry, Trade and Tourism. Generally, the declaration must be filed in January for Shares owned as of December 31 of each year; however, if the value of the Shares or the sale proceeds exceed €1,502,530, a declaration must be filed within one month of the acquisition or sale, as applicable.

When receiving foreign currency payments in excess of €50,000 derived from the ownership of Shares (e.g., as a result of the sale of the Shares or the receipt of dividends), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will likely need to provide the institution with the following information: (i) name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; (iv) the currency used; (v) the country of origin; (vi) the reasons for the payment; and (vii) any additional information that may be required.

Further, you are required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the Shares held in such accounts if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

United Kingdom

Responsibility for Taxes. This provision supplements Section 7 of the Agreement:

Without limitation to this Section 7, you hereby agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or the Service Recipient or by Her Majesty’s Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also hereby agree to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are an executive officer or director (within the meaning of Section 13(k) of the Exchange Act) and income tax that is due is not collected from or paid by you within 90 days after the end of the U.K. tax year in which the vesting of the RSUs, release or assignment of the RSUs for consideration, or the receipt of any other benefit in connection with the RSUs occurs, the amount of any uncollected income tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Service Recipient (as appropriate) for the value of any employee national insurance contributions due on this additional benefit, which the Company or the Service Recipient may obtain from you by any means referred to in Section 7 of the Agreement.

ZimVie Inc.

**2022 STOCK INCENTIVE PLAN
THREE-YEAR CLIFF RESTRICTED STOCK UNIT AWARD**

ZimVie Inc. (the “Company”) granted you this restricted stock unit (“RSU”) award (“Award”) pursuant to the Company’s 2022 Stock Incentive Plan (“Plan”). Each RSU represents an unfunded, unsecured promise by the Company to deliver one share of Common Stock (“Share”) to you, subject to the fulfillment of the vesting requirements set forth in this agreement (“Agreement”) and all other restrictions, terms and conditions contained in this Agreement and in the Plan. Except as may be required by law, you are not required to make any payment (other than payments for Tax-Related Items pursuant to Section 7 hereof) or provide any consideration other than the satisfaction of the vesting requirements. Capitalized terms that are not defined in this Agreement have the meanings given to them in the Plan.

Important Notice. If you do not wish to receive the RSUs and/or do not consent and agree to the terms and conditions on which the RSUs are offered, as set forth in this Agreement and the Plan, then you must reject the RSUs no later than 60 days following the Grant Date specified in Section 1 hereof. If you reject the Award, any right to the underlying RSUs will be cancelled. Your failure to reject the Award within this 60-day period will constitute your acceptance of the RSUs and your agreement with all terms and conditions of the Award, as set forth in this Agreement and the Plan.

1. Grant Date [•] (the “Grant Date”).

2. Number of RSUs Subject to this Award The number of RSUs subject to this Award was communicated to you separately and is posted to your online ZimVie – Fidelity account.

3. Vesting Schedule An RSU granted in this Award shall be subject to the restrictions and conditions set forth herein during the period from the Grant Date until such RSU becomes vested and nonforfeitable (the “Restriction Period”). Except as otherwise set forth in Section 6 below, 100% of the RSUs granted in this Award shall become vested and nonforfeitable on the third anniversary of the Grant Date provided that you have been continuously providing service to the Company or an Affiliate since the Grant Date.

4. Stockholder Rights You will have none of the rights of a holder of Common Stock (including any voting rights, rights with respect to cash dividends paid by the Company on its Common Stock or any other rights whatsoever) until the Award is settled by the issuance of Shares to you.

5. Conversion of RSUs and Issuance of Shares Subject to the terms and conditions of this Agreement and the Plan, the Company will issue and deliver Shares to you within 60 days after the lapse of the Restriction Period for those RSUs. No fractional Shares will be issued under this Agreement. The Company will not be required to issue or deliver any Shares prior to (a) the admission of such Shares to listing on any stock exchange on which the stock may then be listed, (b) the completion of any registration or other qualification of such Shares under any state or federal law or rulings or regulations of any governmental regulatory body, or (c) the obtaining of any consent or approval or other clearance from any governmental agency, which the Company shall, in its sole discretion, determine to be necessary or advisable. The Company reserves the right to determine the manner in which the Shares are delivered to you, including but not limited to delivery by direct registration with the Company’s transfer agent.

6. Termination of Service

(a) For all purposes of this Agreement, the term “Service Termination Date” shall mean the earlier of (i) the date, as determined by the Company, that you are no longer actively providing Service to the Company or the Service Recipient, and in the case of an involuntary termination of Service, such date shall not be extended by any notice period mandated under local law (*e.g.*, active Service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any); or (ii) the date, as determined by the Company, that your Service Recipient is no longer an Affiliate.

(b) (i) A transfer of your Service from the Company to an Affiliate, or vice versa, or from one Affiliate to another, (ii) a leave of absence, duly authorized in writing by the Company, for military service or sickness or for any other purpose approved by the Company if the period of such leave does not exceed ninety (90) days, and (iii) a leave of absence in excess of ninety (90) days, duly authorized in writing by the Company, provided your right to reemployment is guaranteed either by a statute or by contract, shall not be deemed a termination of Service. However, your failure to return to the Service of the Company or the Service Provider at the end of an approved leave of absence shall be deemed a termination of Service. During a leave of absence as defined in (ii) or (iii), you will be considered to have been continuously providing Service.

(c) Except as set forth below, if your Service Termination Date occurs before all of the RSUs have become vested, the RSUs that are not already vested as of your Service Termination Date shall be forfeited and immediately cancelled.

(d) If after you have been continuously providing Service to the Company or the Service Recipient for one year or more from the Grant Date, you terminate employment on account of Retirement or death, the restrictions with respect to all unvested RSUs granted in this Award shall be waived and the RSUs will be deemed fully vested as of your Service Termination Date (subject to any applicable requirements described in the definition of "Retirement" in the Plan).

(e) In the event of your death prior to the delivery of Shares issuable pursuant to RSUs under this Agreement, such Shares shall be delivered to the duly appointed legal representative of your estate or to the proper legatees or distributees thereof, upon presentation of documentation satisfactory to the Committee.

7. Responsibility for Taxes

(a) You acknowledge that, regardless of any action taken by the Company or, if different, the Service Recipient, the ultimate liability for all income tax (including federal, state and local taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you or deemed by the Company or the Service Recipient to be an appropriate charge to you even if legally applicable to the Company or the Service Recipient ("Tax-Related Items") is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the Award, the vesting or settlement of the RSUs, the conversion of the RSUs into Shares, the subsequent sale of any Shares acquired at vesting or the receipt of any dividends; and (ii) do not commit to, and are under no obligation to, structure the terms or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company or the Service Recipient (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to pay, or make adequate arrangements satisfactory to the Company or to the Service Recipient (in their sole discretion) to satisfy all Tax-Related Items. In this regard and, if permissible under local law, you authorize the Company and/or the Service Recipient, at their discretion, to satisfy any applicable obligations with respect to all Tax-Related Items in one or a combination of the following: (i) requiring you to pay an amount necessary to pay the Tax-Related Items directly to the Company (or the Service Recipient) in the form of cash, check or other cash equivalent; (ii) withholding such amount from wages or other cash compensation payable to you by the Company and/or the Service Recipient; (iii) withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization or such other authorization, without further consent, as you may be required to provide to the Company or Fidelity Stock Plan Services, LLC ("Fidelity") (or any other designated broker)); or (iv) withholding in Shares to be issued upon settlement of the RSUs. If you are a Section 16 officer of the Company under the Exchange Act ("Section 16 officer") who is primarily providing services in the U.S., withholding obligations for Tax-Related Items shall be satisfied by the mandatory withholding in Shares. If you are a Section 16 officer who is primarily providing services outside the U.S., any withholding in Shares to satisfy applicable withholding obligations shall be determined by the Committee prior to the applicable withholding event.

(c) Depending on the withholding method, the Company and/or the Service Recipient May withhold or account for Tax-Related Items by considering statutory or other applicable withholding rates, including maximum rates applicable in your jurisdiction. In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (without any entitlement to the Shares) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authorities. You agree that the amount withheld may exceed your actual liability. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, you agree to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

8. Nature of Grant In accepting the RSUs, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, consistent with the Plan's terms;

(b) the Award is exceptional, discretionary, voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs even if RSUs have been awarded in the past;

(c) all decisions with respect to future RSU or other awards, if any, will be at the sole discretion of the Company;

(d) the Award and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Service Recipient or any Affiliate and shall not interfere with the ability of the Company, the Service Recipient or any Affiliate, as applicable to terminate your Service relationship (if any);

(e) your participation in the Plan is voluntary;

(f) the Award, the Shares subject to the RSUs, and the income from and value of same are not intended to replace any pension rights or compensation provided by the Service Recipient or required under applicable law;

(g) the Award and the Shares subject to the RSUs, and the income from and value of same are not part of normal or expected compensation for purposes of calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement benefits or similar mandatory payments;

(h) the future value of the Shares underlying the RSUs is unknown, indeterminable and cannot be predicted with certainty;

(i) no claim or entitlement to compensation arises from forfeiture of RSUs resulting from termination of your Service relationship with the Company or the Service Recipient (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any), or resulting from a breach or violation as described in Section 15 or Section 16 below;

(j) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares of the Company; and

(k) the following provisions apply only if you are providing services outside the United States: (i) the Award and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose; and (ii) you acknowledge and agree that neither the Company, the Service Recipient nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to you pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

9. No Advice Regarding Grant The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

10. Data Privacy. *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other RSU Award materials ("Data") by and among, as applicable, the Company, the Service Recipient and any other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

You understand that the Company and the Service Recipient may hold certain personal data about you, including, but not limited to, your name, home address, telephone number, email address, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other stock-based awards, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan.

You understand that Data may be transferred to Fidelity or such other stock plan service provider as may be selected by the Company to assist the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with

the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that if you reside outside the United States, you may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Service Recipient will not be affected. The only consequence of refusing or withdrawing your consent is that the Company would not be able to grant RSUs or any other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Finally, upon the request of the Company or the Service Recipient, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Company and/or the Service Recipient may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Service Recipient.

11. Change in Control Under certain circumstances, if your employment with the Company or its Affiliates terminates during the three year period following a Change in Control of the Company, this Award may be deemed vested. Please refer to the Plan for more information.

12. Changes in Capitalization If prior to the expiration of the Restriction Period changes occur in the outstanding Common Stock by reason of stock dividends, recapitalization, mergers, consolidations, stock splits, combinations or exchanges of Shares and

the like, the number and class of Shares subject to this Award will be appropriately adjusted by the Committee, whose determination will be conclusive. If as a result of any adjustment under this paragraph you should become entitled to a fractional Share of stock, you will have the right only to the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Share so disregarded.

13. Notice Until you are advised otherwise by the Committee, all notices and other correspondence with respect to this Award will be effective upon receipt at the following address: ZimVie Inc., ATTN: Employee Stock Services, 10225 Westmoor Drive, Westminster, Colorado 80021.

14. No Additional Rights Except as explicitly provided in this Agreement, this Agreement will not confer any rights upon you, including any right with respect to continuation of employment by the Company or any of its Affiliates or any right to future awards under the Plan. In no event shall the value, at any time, of this Agreement, the Shares covered by this Agreement or any other benefit provided under this Agreement be included as compensation or earnings for purposes of any other compensation, retirement, or benefit plan offered to employees of the Company or its Affiliates unless otherwise specifically provided for in such plan.

15. Breach of Restrictive Covenants As a condition of receiving this Award, you have entered into a non-disclosure, non-solicitation and/or non-competition agreement with the Company or its Affiliates. The Company may, at its discretion, require execution of a restated non-disclosure, non-solicitation and/or non-competition agreement as a condition of receiving the Award. Should you decline to sign such a restated agreement as required by the Company and, therefore, forego receiving the Award, your most recently signed non-disclosure, non-solicitation and/or non-competition agreement shall remain in full force and effect. You understand and agree that if you violate any provision of any such agreement that remains in effect at the time of the violation, the Committee may require you to forfeit your right to any unvested portion of the Award and, to the extent that any portion of the Award has previously vested, the Committee may require you to return to the Company the Shares covered by the Award or any cash proceeds you received upon the sale of such Shares.

16. Violation of Policies Notwithstanding any other provisions of this Agreement, you understand and agree that if you engage in conduct (which may include a failure to act) in connection with, or that results in, a violation of any of the Company's policies, procedures or standards, a violation of the Company's Code of Business Conduct and Ethics, or that is deemed detrimental to the business or reputation of the

Company, the Committee may, in its discretion, require you to forfeit your right to any unvested portion of the Award and, to the extent that any portion of the Award has previously vested, the Committee may require you to return to the Company the Shares covered by the Award or any cash proceeds you received upon the sale of such Shares. The Committee may exercise this discretion at any time that you are employed by the Company or any Affiliate of the Company, and at any time during the 18-month period following the termination of your employment with the Company or any Affiliate of the Company for any reason, including, without limitation, on account of Retirement or death.

17. Consent to Electronic Delivery The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. Code Section 409A Compliance To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. The RSUs granted in this Award are intended to be short-term deferrals exempt from Section 409A, but in the event that any portion of this Award constitutes deferred compensation within the meaning of Section 409A, then the issuance of Shares covered by an RSU award shall conform to the Section 409A standards, including, without limitation, the requirement that no payment on account of separation from service will be made to any specified employee (within the meaning of Section 409A) until six months after the separation from service occurs, and the prohibition against acceleration of payment, which means that the Committee does not have the authority to accelerate settlement of this Award in the event that any portion of it constitutes deferred compensation within the meaning of Section 409A. Any provision of the Plan or this Agreement that would cause this Award to fail to satisfy any applicable requirement of Section 409A shall have no force or effect until amended to comply with Section 409A, which amendment may be retroactive to the extent permitted by Section 409A.

19. Construction and Interpretation The Board of Directors of the Company (the "Board") and the Committee shall have full authority and discretion, subject only to the express terms of the Plan, to decide all matters relating to the administration and interpretation of the Plan and this Agreement and all such Board and Committee determinations shall be final, conclusive, and binding upon you and all

interested parties. The terms and conditions set forth in this Agreement are subject in all respects to the terms and conditions of the Plan, as amended from time to time, which shall be controlling. This Agreement and the Plan contain the entire understanding of the parties and this Agreement may not be modified or amended except in writing duly signed by the parties. You acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other party to this Agreement. The various provisions of this Agreement are severable and in the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included. This Agreement will be binding upon and inure to the benefit of the successors, assigns, and heirs of the respective parties.

The validity and construction of this Agreement shall be governed by the laws of the State of Colorado, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. For purposes of litigating any dispute arising under this Agreement, the parties hereby submit and consent to the jurisdiction of the State of Colorado, agree that such litigation shall be conducted in the courts of the State of Colorado, or the federal courts for the United States for the District of Colorado, where this grant is made and/or to be performed.

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in English, so as to enable you to understand the provisions of this Agreement and the Plan. If you have received this Agreement or any other document related to the Plan translated into a language other than English and if meaning of the translated version is different from the English version, the English version will control.

20. Insider Trading/Market Abuse Laws Depending on your country, Fidelity's country or the country in which Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country or the country of the applicable stock plan service provider, which may affect your ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (*e.g.*, RSUs) or rights linked to the value of Shares during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside

information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

21. Foreign Asset/Account Reporting Please be aware that your country may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You acknowledge that it is your responsibility to be compliant with such regulations, and you should speak to your personal advisor on this matter.

22. Compliance with Laws and Regulations Notwithstanding any other provisions of this Agreement, you understand that the Company will not be obligated to issue any Shares pursuant to the vesting of the RSUs if the issuance of such Shares shall constitute a violation by you or the Company of any provision of law or regulation of any governmental authority. Any determination by the Company in this regard shall be final, binding and conclusive.

23. Addendum Your Award shall be subject to any special provisions set forth in the Addendum to this Agreement for your country, if any. If you relocate to one of the countries included in the Addendum during

the Restriction Period, the special provisions for such country shall apply to you, to the extent the Company determines that the application of such provisions is necessary or advisable for legal or administrative reasons. The Addendum, if any, constitutes part of this Agreement.

24. Imposition of Other Requirements The Company reserves the right to impose other requirements on your participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to accept any additional agreements or undertakings that may be necessary to accomplish the foregoing.

25. Recoupment Any benefits you may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with (i) any applicable listing standards of a national securities exchange adopted in accordance with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder; (ii) similar rules under the laws of any other jurisdiction; and (iii) any policies adopted by the Company to implement such requirements, all to the extent determined by the Company in its discretion to be applicable to you.

26. Acceptance If you do not agree with the terms of this Agreement and the Plan, you must reject the Award no later than 60 days following the Grant Date; non-rejection of the Award will constitute your acceptance of the Award on the terms on which they are offered, as set forth in this Agreement and the Plan.

ZIMVIE INC.

By: [●] _____
Heather Kidwell
SVP, Chief Legal and Compliance Officer
and Corporate Secretary

**Addendum
ZIMVIE INC.**

ADDITIONAL PROVISIONS FOR RESTRICTED STOCK UNITS IN CERTAIN COUNTRIES

This Addendum includes additional country-specific terms that apply if you are residing and/or working in one of the countries listed below. This Addendum is part of the Agreement. Unless otherwise provided below, capitalized terms used but not defined herein shall have the same meanings assigned to them in the Plan and the Agreement.

This Addendum also includes information of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2022 and is provided for informational purposes. Such laws are often complex and change frequently and results may be different based on the particular facts and circumstances. As a result, you should not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time the RSUs vest or you sell Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Note that if you are a citizen or resident of a country other than the country in which you are residing and/or working, or transfer employment after the RSUs are granted to you, or are considered a resident of another country for local law purposes, the information contained in this Addendum may not be applicable to you, and the Company shall, in its discretion, determine to what extent the terms and conditions or notifications contained herein shall be applicable to you. If you transfer residency and/or employment to another country or are considered a resident of another country listed in the Addendum after the RSUs are granted to you, the terms and/or information contained for that new country (rather than the original grant country) may be applicable to you.

European Union / European Economic Area / Switzerland / United Kingdom

Data Privacy Notice. This section replaces Section 10 of the Agreement for participants in the European Union (“EU”), European Economic Area (“EEA”), Switzerland and/or United Kingdom (“UK”) (collectively, “EEA+”).

Data Collection and Usage. Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally-identifiable information about you for the exclusive legitimate purposes of implementing, administering and managing the Plan and generally administering equity awards; specifically, your name, home address, email address, telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares granted, canceled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or the Service Recipient (“Data”). In order to facilitate your participation in the Plan, the Company will collect, process, use and transfer your Data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company collects, processes, uses and transfers your personal data pursuant to the Company’s legitimate business interests of managing the Plan and generally administering employee compensation and related benefits. Your refusal to provide Data may affect your ability to participate in the Plan.

Stock Plan Administration Service Providers. The Company transfers Data to Fidelity, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with that service provider, which will serve in a similar manner. The Company’s service provider will open an account for you to receive and trade Shares acquired under the Plan. The processing of Data will take place through electronic means. Data will only be accessible by those individuals requiring access to it for purposes of implementation, administration and operation of the Plan.

International Data Transfers. The Company and its service providers are based, in relevant part, in the United States, which means that it will be necessary for Data to be transferred to, and processed in, the United States. By enrolling in the Plan, you understand that the service providers will receive, possess, use, retain and transfer Data for the purposes of implementing, administering and managing your participation in the Plan. When transferring Data to these service providers, the Company provides appropriate safeguards for protecting Data, including reliance on standard contractual clauses. You may request a copy of, or information about, the safeguards used to protect Data by contacting privacy.nam@zimvie.com.

Data Retention. The Company will use Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Data, the Company will remove it from its systems. If the Company keeps the Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations.

Data Subject Rights. To the extent provided by law, you have the right to (i) confirmation on the existence of Data Processing; (ii) access to Data; (iii) correction of incomplete, inaccurate or out-of-date Data; (iv) anonymization, blockage or deletion of Data processed unnecessarily, excessively, or unlawfully; (v) deletion of Data lawfully processed; (vi) information about the institutions with which the Company shared Data; (vii) transfer of Data (data portability); (viii) oppose the processing of Data; and/or (ix) lodge complaints with competent data protection authorities in your country. You understand that the only consequence of refusing to provide Data is that Company may not be able to allow you to participate in the Plan, or grant other equity awards or administer or maintain such awards. For more information on the consequences of the refusal to provide Data, you may contact privacy.nam@zimvie.com.

All Countries

Labor Laws. This provision supplements Section 6(d) of the Agreement.

Notwithstanding the foregoing, if the Company receives a legal opinion that there has been a legal judgment and/or legal development in your jurisdiction that likely would result in the favorable treatment that applies to the RSUs as a result of you retiring or reaching a certain age being deemed unlawful and/or discriminatory, the favorable treatment shall not apply and you shall be treated as set forth in the remaining provisions of Section 6(d) of the Agreement.

Australia

Securities Law Information. The RSU grant is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units and Stock Options to Australian Resident Employees, the Plan and the Agreement. By accepting the RSUs, you acknowledge and confirm that you have received these documents.

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

Canada

Settlement of RSUs. RSUs will be settled in Shares only, not cash.

Labor Law Information. This provision replaces Section 6(a) of the Agreement.

For all purposes of this Agreement, and except as expressly required by applicable legislation, the term "Service Termination Date" shall mean the earlier of: (1) the date upon which your employment or service with the Service Recipient is terminated and (2) the date you receive written notice of termination of employment or service from the Service Recipient, regardless of any period during which notice, pay in lieu of such notice or related payments or damages are required to be provided under local law (including, but not limited to statutory law, regulatory law and/or common law). For greater certainty, you will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSUs under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

Securities Law Information. You acknowledge and agree that you will only sell Shares acquired through participation in the Plan outside of Canada through the facilities of a stock exchange on which the Shares are listed. Currently, the Shares are listed on the Nasdaq Global Market.

The following provisions apply if you are a resident in Quebec:

Language Acknowledgment.

The parties acknowledge that it is their express wish that this Agreement, including this Addendum, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be provided to them in English.

Consentement relatif à la langue utilisée. Les parties reconnaissent avoir expressément souhaité que la convention («Agreement») ainsi que cette Annexe, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy Consent. This provision supplements Section 10 of the Agreement:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved with the administration of the Plan. You further authorize the Company, any Affiliates, the administrator of the Plan and Fidelity to disclose and discuss the Plan with their advisors. You further authorize the Company or any Affiliates to record such information and to keep such information in your file. You acknowledge and agree that your personal information, including sensitive personal information, may be transferred or disclosed outside the province of Quebec, including the United States. If applicable, you acknowledge and authorize the Company or its Affiliates, and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on you or the administration of the Plan.

China

The following provisions apply if you are subject to exchange control regulations in China, as determined by the Company in its sole discretion.

Settlement of RSUs and Sale of Shares. Due to local regulatory requirements, you acknowledge, understand and agree that the Company reserves the right to require the sale of any Shares to be issued to you upon vesting and settlement of the RSUs. Any such sale may occur (i) immediately upon vesting and settlement of the RSUs, (ii) within six months following your termination of employment with the Company or any Affiliate of the Company or (iii) within any such other time frame as may be required by local regulatory requirements. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization and without further consent) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay you the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

Exchange Control Information. You understand and agree that, to comply with exchange control requirements, you will be required to immediately repatriate to China the cash proceeds from the sale of the Shares issued upon the vesting of the RSUs or any cash dividends paid on such Shares. You further understand that, under local law, such repatriation of funds will be effectuated through a special exchange control account established by the Company or one of its Affiliates, and you hereby consent and agree that the proceeds from the sale of Shares acquired under the Plan or cash dividends may be transferred to such special account prior to being delivered to you.

The Company may deliver the proceeds to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, you understand that you may be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are converted to local currency, there may be delays in delivering the proceeds to you and, due to fluctuations in the Share trading price and/or the U.S. dollar/PRC exchange rate between the vesting/sale date and (if later) when the proceeds can be converted into local currency, the proceeds that you receive may be more or less than the market value of the Shares on the vesting/sale date. You agree to bear the risk of any currency fluctuation between the date the RSUs vest, the receipt of funds and the date of conversion of any funds into local currency.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

France

Language Acknowledgement

By accepting the Agreement providing for the terms and conditions of your grant, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English. You accept the terms of those documents accordingly.

En acceptant le Contrat d'Attribution décrivant les termes et conditions de votre attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat d'Attribution) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Exchange Control Information. If you transfer more than €10,000 in Shares or cash into or out of France without the use of a financial intermediary, you must declare the transfer to the French tax and customs authorities.

Germany

Exchange Control Information. For statistical purposes, the German Federal Bank requires that you file electronic reports of any cross-border transactions in excess of €12,500. If you make or receive a payment in excess of this amount, you are responsible for complying with applicable reporting requirements. The electronic "General Statistics Reporting Portal" (*Allgemeines Meldeportal Statistik*) can be accessed on the Germany Federal Bank's website: www.bundesbank.de.

India

Exchange Control Information. You must repatriate all proceeds received from your participation in the Plan to India within the period of time prescribed under applicable Indian exchange control laws, as may be amended from time to time. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the proceeds. You should maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Service Recipient requests proof of repatriation.

It is your responsibility to comply with exchange control laws in India, and neither the Company nor the Service Recipient will be liable for any fines or penalties resulting from failure to comply with applicable laws.

Israel

Settlement of RSUs and Sale of Shares. Due to local regulatory requirements, you agree to the immediate sale of any Shares to be issued to you upon vesting and settlement of the RSUs. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay you the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

Italy

Plan Document Acknowledgment. By accepting the RSUs, you acknowledge that you have received a copy of the Plan, reviewed the Plan, the Agreement and this Addendum in their entirety and fully understand and accept all provisions of the Plan, the Agreement and this Addendum.

In addition, you further acknowledge that you have read and specifically and expressly approve without limitation the following clauses in the Agreement: Section 7 (Responsibility for Taxes); Section 8 (Nature of Grant); Section 9 (No Advice Regarding Grant); Section 10 (Data Privacy, as replaced by the provision applicable to participants in the EEA+); Section 14 (No Additional Rights); Section 16 (Violation of Policies); Section 17 (Consent to Electronic Delivery); Section 19 (Construction and Interpretation); Section 20 (Insider Trading/Market Abuse Laws) Section 21 (Foreign Asset/Account Reporting); Section 22 (Compliance with Laws and Regulations); Section 23 (Addendum); Section 24 (Imposition of Other Requirements) and Section 25 (Acceptance).

Japan

Exchange Control Information. If you intend to acquire Shares with a value exceeding ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within twenty days after the acquisition of the Shares.

Singapore

Sale of Common Stock. You hereby agree that any Shares received at settlement will not be offered for sale in Singapore prior to the six (6) month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

Securities Law Information. The Award is being made in reliance of section 273(1)(f) of the SFA and is not made to you with a view to the RSUs being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Obligation. If you are a director (including an alternative, substitute or shadow director) of the Company’s Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore Affiliate in writing within two (2) business days of any of the following events: (1) receiving an interest (*e.g.*, RSUs or Shares) in the Company or any Affiliate; (2) any change in a previously-disclosed interest (*e.g.*, the sale of Shares); or (3) becoming a director. If you are the Chief Executive Officer (“CEO”) of the Company’s Singapore Affiliate and the above notification requirements are deemed to apply to the CEO of the Company’s Singapore Affiliate, the above notification requirements also will apply to you.

Spain

Nature of Grant. This provision supplements Section 8 of the Agreement:

By accepting the RSU, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan document.

You understand and agree that, as a condition of the grant of the RSU, except as provided for in Section 6 of the Agreement, your termination of employment or service for any reason (including for the reasons listed below) will automatically result in the forfeiture of any RSU that has not vested on your Service Termination Date.

In particular, you understand and agree that the RSU will be forfeited in accordance with Section 6 of the Agreement without entitlement to the underlying Shares or to any amount as indemnification in the event of a termination of your employment prior to vesting by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a “despido improcedente”), individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without good cause, material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, unilateral withdrawal by the Service Recipient, and under Article 10.3 of Royal Decree 1382/1985.

Furthermore, you understand that the Company has unilaterally, gratuitously and discretionally decided to grant RSUs under the Plan to individuals who may be service providers of the Company or an Affiliate. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate on an ongoing basis, other than as expressly set forth in the Agreement. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and the Shares underlying the RSUs shall not become a part of any employment or service contract (either with the Company, the Service Recipient or any Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, you understand that the RSUs would not be granted to you but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any award of RSUs shall be null and void.

Securities Law Information. In connection with this grant of RSUs, no “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Addendum) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Exchange Control Information. It is your responsibility to comply with exchange control regulations in Spain. You must declare the acquisition of Shares for statistical purposes to the Spanish *Dirección General de Comercio e Inversiones* (the “DGCI”) of the Ministry of Industry, Trade and Tourism. Generally, the declaration must be filed in January for Shares owned as of December 31 of each year; however, if the value of the Shares or the sale proceeds exceed €1,502,530, a declaration must be filed within one month of the acquisition or sale, as applicable.

When receiving foreign currency payments in excess of €50,000 derived from the ownership of Shares (e.g., as a result of the sale of the Shares or the receipt of dividends), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will likely need to provide the institution with the following information: (i) name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; (iv) the currency used; (v) the country of origin; (vi) the reasons for the payment; and (vii) any additional information that may be required.

Further, you are required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the Shares held in such accounts if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

United Kingdom

Responsibility for Taxes. This provision supplements Section 7 of the Agreement:

Without limitation to this Section 7, you hereby agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or the Service Recipient or by Her Majesty’s Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also hereby agree to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are an executive officer or director (within the meaning of Section 13(k) of the Exchange Act) and income tax that is due is not collected from or paid by you within 90 days after the end of the U.K. tax year in which the vesting of the RSUs, release or assignment of the RSUs for consideration, or the receipt of any other benefit in connection with the RSUs occurs, the amount of any uncollected income tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Service Recipient (as appropriate) for the value of any employee national insurance contributions due on this additional benefit, which the Company or the Service Recipient may obtain from you by any means referred to in Section 7 of the Agreement.

ZimVie Inc.

**2022 STOCK INCENTIVE PLAN
NONQUALIFIED STOCK OPTION GRANT**

ZimVie Inc. (the “Company”) grants you this option (this “Option”) to purchase fully paid and non-assessable shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”) pursuant to the Company’s 2022 Stock Incentive Plan (the “Plan”), subject to the vesting requirements set forth in this agreement (this “Agreement”) and all of the other restrictions, terms and conditions contained in this Agreement and in the Plan. Capitalized terms that are not defined in this Agreement have the meanings given to them in the Plan.

1. **Grant Date:** [•] (the “Grant Date”).

2. **Expiration Date:** •] (the “Expiration Date”).

3. **Exercise Price per Share:** \$[i•]

4. **Vesting Schedule:** No Option may be exercised hereunder for the purchase of shares unless you shall have remained in the continuous employ or service (“Service”) of the Company or one of its Affiliates for one year following the Grant Date. Thereafter, provided that you shall at the time of such exercise, except as specifically set forth herein to the contrary, have been in the Service of the Company or one of its Affiliates, and except as set forth in Sections 16 and 17 below, this Option may from time to time prior to the Expiration Date be exercised in the manner hereinafter set forth, and this Option may be exercised (i) only to the extent of one-third of the number of shares to which this Option applies on or after the first anniversary and prior to the second anniversary of the Grant Date; (ii) only to the extent of one-third of the number of shares to which this Option applies on or after the second anniversary and prior to the third anniversary of the Grant Date; and (iii) in its entirety on or after the third anniversary of the Grant Date.

5. **Exercise Procedure:** This Option may be exercised, in whole or in part in accordance with the vesting schedule set forth above, by the delivery of an exercise notice to the Company or the Company’s designated agent. The exercise notice will be effective upon receipt by the appropriate person at the Company or the Company’s agent and upon payment of the exercise price, any fees and any other amounts due to cover Tax-Related Items as defined and described in Section 11 herein. Such exercise notice (which, in the Company’s discretion, may be, or may be required to be, given by electronic, telefax or other specified means) shall specify the number of shares with respect to which this Option is being exercised and such other representations and agreements as may be required by the Company. In the event the Expiration Date or

the termination date set forth under Section 8 of this Agreement falls on a day which is not a regular business day at the Company’s executive office in Westminster, Colorado, U.S.A., then such written notification must be received on or before the last regular business day prior to such Expiration Date or termination date, as applicable (and prior to the close of the New York Stock Exchange on such last regular business day); any later attempt to exercise this Option will not be honored. Payment is to be made by certified personal check, or bank draft, by payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, in shares of Common Stock owned by you having a fair market value at the date of exercise equal to the purchase price for such shares, in any combination of the foregoing or by any other method that the Committee approves; provided, however, that payment in shares of Common Stock will not be permitted unless at least 100 shares of Common Stock are required and delivered for such purpose. Delivery of shares for exercising an option shall be made either through the physical delivery of shares or through an appropriate certification or attestation of valid ownership. No shares shall be issued until full payment for such shares has been made. At its discretion, the Committee may modify or suspend any method for the exercise of this Option. You shall have the rights of a stockholder only with respect to shares of stock that have been recorded on the Company’s books on your behalf or for which certificates have been issued to you.

6. **Issuance of Shares:** The Company shall not be required to issue or deliver any certificate(s) for shares of its Common Stock purchased upon the exercise of any part of this Option prior to (i) the admission of such shares to listing on any stock exchange on which the stock may then be listed, (ii) the completion of any registration or other qualification of such shares under any local, state, federal or foreign law or rulings or regulations of any governmental regulatory body, including but not limited to the U.S. Securities and Exchange Commission (“SEC”), (iii) the obtaining of any consent or approval or other clearance from any governmental agency, which the Company shall, in its sole discretion, determine to be necessary or advisable, and (iv) the payment to the Company, upon its demand, of any amount requested by the Company for the purpose of satisfying your obligations under Section 11 herein. You understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that the Company shall have unilateral authority to amend the Plan and the Agreement without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

7. **Nontransferability:** This Option is not transferable by you otherwise than by will or by the laws of descent and distribution, and may be exercised, during your lifetime, only by you; provided that the Board may permit further transferability, on a general or specific basis, and may impose conditions and limitations on any permitted transferability.

8. **Termination of Employment:** Notwithstanding any other provision hereof:

(a) **Remaining Period to Exercise Option Following Termination of Employment (Other than Due to Death):** If you retire or cease to provide Service to the Company or any of its Affiliates for any reason (other than death) after you have been continuously providing Service for at least one year from the Grant Date, you may exercise this Option only to the extent that you were otherwise entitled to exercise it at the time of such retirement or cessation of Service with the Company or any of its Affiliates, but in no event after (i) the Expiration Date, in the case of retirement or cessation of Service with the Company or any of its Affiliates on or after your 65th birthday, or on or after your 55th birthday after having completed ten years of Service with the Company or any of its Affiliates, or on or after the date the sum of your attained age (expressed as a whole number) plus completed years of Service (expressed as a whole number) plus one (1) equals at least 70 and you have completed ten years of Service with the Company or any of its Affiliates and your Service terminates for any reason other than death, resignation, willful misconduct, or activity deemed detrimental to the interest of the Company and, where applicable, you have executed a general release, a covenant not to compete and/or a covenant not to solicit as required by the Company, or (ii) the date that is three months next succeeding retirement or cessation of Service, in the case of any other retirement or cessation of Service with the Company or any of its Affiliates.

(b) **Leave of Absence:** Whether military or government service or other bona fide leave of absence shall constitute termination of Service for the purpose of this Option shall be determined in each case by the [Company] in its sole discretion.

(c) **Remaining Period to Exercise Option Following Death:** Except as provided in Section 7, in the event of your death while in the Service of the Company or of any of its Affiliates or within whichever period after retirement or termination of your Service specified in subparagraph (a) is applicable, and after you have been continuously so providing Service for one year after the Grant Date, this Option shall be

exercisable by the executors, administrators, legatees or distributees of your estate, as the case may be, only to the extent that you would have been entitled to exercise it if you were then living, subject to subparagraph (d) herein, but in the case of your death after retirement or cessation of Service in no event after the later of (i) the date twelve months next succeeding such death and (ii) the last day of the period after your retirement or other termination of Service specified in subparagraphs (a)(i) or (a)(ii) and provided, in any case, not after the Expiration Date.

In the event this Option is exercised by the executors, administrators, legatees or distributees of your estate, the Company shall be under no obligation to issue stock hereunder unless and until the Company is satisfied that the person or persons exercising this Option are the duly appointed legal representatives of your estate or the proper legatees or distributees thereof.

(d) **Accelerated Vesting:** The provisions of Section 4 hereof restricting the percentage of shares of an Option grant which can be exercised prior to the fourth anniversary of the date of such grant shall not apply if (i) you have reached age 60; (ii) you die while in the Service of the Company or any of its Affiliates; (iii) you retire or cease to be providing Service to the Company or any of its Affiliates (1) on or after your 65th birthday, or (2) on or after your 55th birthday after having completed ten years of Service with the Company or any of its Affiliates, or (3) on or after the date the sum of your attained age (expressed as a whole number) plus completed years of Service (expressed as a whole number) plus one (1) equals at least 70 and you have completed ten years of Service with the Company or any of its Affiliates and your Service terminates for any reason other than death, resignation, willful misconduct, or activity deemed detrimental to the interest of the Company and, where applicable, you have executed a general release and a non-solicitation and/or non-compete agreement with the Company as required by the Company; or (iv) your Service terminates for any reason other than death, resignation, willful misconduct, or activity deemed detrimental to the interest of the Company provided you execute a general release and, where applicable, a non-solicitation and/or non-compete agreement with the Company, as required by the Company. For the purposes of this Option, service with Zimmer Biomet Holdings, Inc. and its affiliates before the effective date of the Plan shall be included as Service with the Company; provided that you were employed by Zimmer Biomet Holdings, Inc. on [March 1, 2022] and have been continuously providing Service to the Company or an Affiliate since [March 1, 2022].

9. **Change in Control:** Under certain circumstances, if your employment with the Company or one of its Affiliates Service during the three-year period following a change in control of the Company, this Option may become fully vested and exercisable. Please refer to the Plan for more information.

10. **Changes in Capitalization:** If prior to the Expiration Date changes occur in the outstanding Common Stock by reason of stock dividends, recapitalization, mergers, consolidations, stock splits, combinations or exchanges of shares and the like, the exercise price per share and the number and class of shares subject to this Option shall be appropriately adjusted by the Committee, whose determination shall be conclusive. If as a result of any adjustment under this paragraph you should become entitled to a fractional share of stock, you shall have the right to purchase only the adjusted number of full shares and no payment or other adjustment will be made with respect to the fractional share so disregarded.

11. **Responsibility for Taxes:** You acknowledge that, regardless of any action taken by the Company or, if different, an Affiliate to which you provide Service (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you or deemed by the Company or the Service Recipient in its discretion to be an appropriate charge to you even if legally applicable to the Company or the Service Recipient ("Tax-Related Items") is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and/or the Service Recipient (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of shares of Common Stock acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Service Recipient, or their respective agents, at their discretion, to satisfy any applicable obligations with regard to all Tax-Related Items legally payable by you by one or a combination of the following: (a) by withholding from your wages or other cash compensation payable to you

by the Company and/or the Service Recipient, within legal limits; or (b) withholding from the proceeds of the sale of shares of Common Stock acquired at exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization) without further consent unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, you agree that the obligation for Tax-Related Items may be satisfied by withholding in shares of Common Stock to be issued at exercise of the Option.

Depending on the withholding method, the Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering statutory or other applicable withholding rates, including maximum rates applicable in your jurisdiction. In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (without any entitlement to the Common Stock equivalent) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the exercised Options, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, you agree to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock, if you fail to comply with your obligations in connection with the Tax-Related Items.

12. **Nature of Grant:** In accepting the Option grant, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, consistent with the Plan's terms;

(b) the grant of the Option is exceptional, discretionary, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

(d) the Option grant and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Service Recipient or any Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any Affiliate, as applicable, to terminate your employment or service relationship (if any);

(e) you are voluntarily participating in the Plan;

(f) the Option, any shares of Common Stock acquired under the Plan, and the income from and value of same are not intended to replace any pension rights or compensation provided by the Service Recipient or required under applicable law;

(g) the Option and any shares of Common Stock acquired under the Plan and the income from and value of same, are not part of normal or expected compensation for any purpose, including without limitation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments, unless otherwise determined by the Company, in its sole discretion;

(h) the future value of the shares of Common Stock underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(i) if the underlying shares of Common Stock do not increase in value, the Option will have no value;

(j) if you exercise the Option and acquire shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the exercise price;

(k) no claim or entitlement to compensation shall arise from forfeiture of the Option resulting from the termination of your Service relationship (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any), or resulting from a breach or violation as described in Section 16 or Section 17 below;

(l) for purposes of the Option, your employment or service relationship will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, (i) your right to vest in the Option under the Plan, if any, will

terminate as of such date and will not be extended by any notice period (e.g., your period of Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment or other laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any); and (ii) the period (if any) during which you may exercise the Option after such termination of your employment or service relationship will commence on the date you cease to actively provide Service and will not be extended by any notice period mandated under employment or other laws in the jurisdiction where you are providing Service or terms of your employment or service agreement, if any; the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the Option grant (including whether you may still be considered to be providing services while on a leave of absence); and

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(n) neither the Company, the Service Recipient nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

13. **No Advice Regarding Grant:** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

14. **Data Privacy:** *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Option grant materials ("Data") by and among, as applicable, the Company, the Service Recipient and any other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

You understand that the Company and the Service Recipient may hold certain personal data about you, including, but not limited to, your name, home address, telephone number, email address, date of birth, social insurance, passport or other identification number (e.g. resident registration number), salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all Options or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan.

You understand that Data may be transferred to Fidelity Stock Plan Services, LLC (“Fidelity”) or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient’s country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Service Recipient will not be affected. The only consequence of refusing or withdrawing your consent is that the Company would not be able to grant Options or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Finally, upon the request of the Company or the Service Recipient, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Company and/or the Service Recipient may deem necessary to obtain from you for

the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Service Recipient.

15. **Notice:** Until you are advised otherwise by the Committee, all notices and other correspondence with respect to this Option will be effective upon receipt at the following address: ZimVie Inc., ATTN: Employee Stock Services, 10225 Westmoor Drive, Westminster, Colorado 80021.

16. **Breach of Restrictive Covenants:** As a condition of receiving the Option, you have entered into a non-disclosure non-solicitation and/or non-competition agreement with the Company or its Affiliates. The Company may, at its discretion, require execution of a restated non-disclosure, non-solicitation and/or non-competition agreement as a condition of receiving the Option. Should you decline to sign such a restated agreement as required by the Company and, therefore, forego receiving the Option, your most recently signed non-disclosure, non-solicitation and/or non-competition agreement shall remain in full force and effect. You understand and agree that if you violate any provision of any such agreement that remains in effect at the time of the violation, the Committee may require you to forfeit your right to any unexercised portion of the Option, even if vested, and, to the extent any portion of the Option has previously been exercised, the Committee may require you to return to the Company any shares of Common Stock you received upon such exercise or any cash proceeds you received upon the sale of any such shares.

17. **Violation of Policies:** Notwithstanding any other provisions of this Agreement, you understand and agree that if you engage in conduct (which may include a failure to act) in connection with, or that results in, a violation of any of the Company’s policies, procedures or standards, a violation of the Company’s Code of Business Conduct and Ethics, or that is deemed detrimental to the business or reputation of the Company, the Committee may, in its discretion, require you to forfeit your right to any unvested portion of the Award and, to the extent that any portion of the Award has previously vested, the Committee may require you to return to the Company the shares of Common Stock covered by the Award or any cash proceeds you received upon the sale of such shares of Common Stock. The Committee may exercise this discretion at any time that you are employed by the Company or any Affiliate of the Company, and at any time during the 18-month period following the termination of your employment with the Company or any Affiliate of the Company for any reason, including, without limitation, on account of Retirement or death.

18. **Consent to Electronic Delivery:** The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Insider Trading/Market Abuse Laws:** Depending on your country, Fidelity's country or the country in which shares of Common Stock are listed, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country or the country of the applicable stock plan service provider, which may affect your ability to accept, acquire, sell, attempt to sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., Options) or rights linked to the value of shares of Common Stock during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

20. **Foreign Asset/Account Reporting:** Please be aware that your country may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares of Common Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Common Stock) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You acknowledge that it is your responsibility to be compliant with such regulations, and you should speak to your personal advisor on this matter.

21. **Addendum:** Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for your country. Moreover, if you relocate to one of the countries included in the Addendum, the special terms and conditions for such

country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of this Agreement.

22. **Construction and Interpretation:** The Board and the Committee shall have full authority and discretion, subject only to the express terms of the Plan, to decide all matters relating to the administration and interpretation of the Plan and this Agreement and all such Board and Committee determinations shall be final, conclusive, and binding upon you and all interested parties. The terms and conditions set forth in this Agreement are subject in all respects to the terms and conditions of the Plan, as amended from time to time, which shall be controlling. This Agreement contains the entire understanding of the parties and may not be modified or amended except in writing duly signed by the parties. The waiver of, or failure to enforce, any provision of this Agreement or the Plan by the Company will not constitute a waiver by the Company of the same provision or right at any other time or a waiver of any other provision or right. The various provisions of this Agreement are severable and any determination of invalidity or unenforceability of any provision shall have no effect on the remaining provisions. This Agreement will be binding upon and inure to the benefit of the successors, assigns, and heirs of the respective parties.

The validity and construction of this Agreement shall be governed by the laws of the State of Colorado, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. For purposes of litigating any dispute arising under this Agreement, the parties hereby submit and consent to the jurisdiction of the State of Colorado, agree that such litigation shall be conducted in the courts of the State of Colorado or the federal courts for the United States for the District of Colorado, where this grant is made and/or to be performed.

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is proficient in English, so as to enable you to understand the provisions of this Agreement and the Plan. If you have received this or any other document related to the Plan translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

23. **Imposition of Other Requirements:** The Company reserves the right to impose other requirements on your participation in the Plan, on the Option and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

24. **Recoupment** Any benefits you may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with (i) any applicable listing standards of a national securities exchange adopted in accordance with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder; (ii) similar rules under the laws of any other jurisdiction; and (iii) any policies adopted by the Company to implement such requirements, all to the extent determined by the Company in its discretion to be applicable to you.

25. **Electronic Acceptance** By electronically accepting or exercising the Option, you agree to the terms of this Agreement and the Plan.

ZIMVIE INC.

By: [●] _____
Heather Kidwell
SVP, Chief Legal and Compliance Officer
and Corporate Secretary

ZimVie Inc.

STOCK PLAN FOR NON-EMPLOYEE DIRECTORS
RESTRICTED STOCK UNIT AWARD GRANTED TO

AWARD RECIPIENT: [•]

NUMBER OF RESTRICTED STOCK UNITS: [•]

AWARD DATE: [•]

ZIMVIE INC.
STOCK PLAN FOR NON-EMPLOYEE DIRECTORS
RESTRICTED STOCK UNIT AWARD

1. RESTRICTED STOCK UNIT AWARD

Under Section 6 of the ZimVie Inc. Stock Plan for Non-Employee Directors (the “Plan”), the Board of Directors (the “Board”) of ZimVie Inc. (the “Company”) has granted to the Award Recipient on the Award Date the award of restricted stock units set forth above (the “Award”). Each restricted stock unit shall entitle the Award Recipient to receive a share of the Company’s common stock, par value \$0.01 per share (“Common Stock”), subject to the terms, conditions, and restrictions set forth in this agreement. Except as may be required by law, the Award Recipient is not required to make any payment or provide any additional consideration for the Award other than the rendering of future services as an Eligible Director (as defined in the Plan).

2. GENERAL

(a) The restricted stock units shall be vested as of the Award Date set forth above, but shall be deferred until the later of (i) three years from the Award Date or (ii) the first date on which the Award Recipient ceases to provide services to the Company as a director.

(b) The Award Recipient shall not have any of the rights of a stockholder of the Company, including the right to vote or receive dividends and other distributions with respect to the shares of Common Stock covered by this Award, until the shares of Common Stock have been issued and delivered.

3. ISSUANCE AND DELIVERY OF SHARES

(a) As soon as practicable following the satisfaction of the condition set forth in Section 2(a) and subject to subsection (b) hereof, the Company shall issue and deliver the shares of Common Stock covered by this Award to the Award Recipient.

(b) The Company shall not be required to issue or deliver any certificate or certificates for shares of the Common Stock earned pursuant to this Award prior to (i) the admission of such shares to listing on any stock exchange on which the stock may then be listed, (ii) the completion of any registration or other qualification of such shares under any state or federal law or rulings or regulations of any governmental regulatory body, and (iii) the obtaining of any consent or approval or other clearance from any governmental agency, which the Company shall, in its sole discretion, determine to be necessary or advisable.

4. CHANGES IN CAPITALIZATION

If prior to the issuance of the shares of Common Stock covered by this Award, any change occurs in the outstanding Common Stock by reason of stock dividends, recapitalization, mergers, consolidations, stock splits, combinations or exchanges of shares and the like, the number and class of shares of Common Stock subject to this Award shall be appropriately adjusted by the Board, whose determination shall be conclusive. If as a result of any adjustment under this paragraph any Award Recipient should become entitled to a fractional share of stock, the Award Recipient shall have the right only to the adjusted number of full shares and no payment or other adjustment will be made with respect to the fractional share so disregarded.

5. NOTICE

Until the Award Recipient is advised otherwise, all notices and other correspondence with respect to this Award will be effective upon receipt at the following address:

Board of Directors
ZimVie Inc.
10225 Westmoor Drive
Westminster, Colorado 80021

6. NO ADDITIONAL RIGHTS

Except as explicitly provided in this agreement, this agreement will not confer any rights upon the Award Recipient, including any right with respect to continuation of service as a director, reelection to the Board or any right to future awards under the Plan.

7. CONSTRUCTION AND INTERPRETATION

The Board shall have full authority and discretion, subject only to the express terms of the Plan, to decide all matters relating to the administration and interpretation of the Plan and this agreement and all such Board determinations shall be final, conclusive, and binding upon the Award Recipient and all interested parties. The terms and conditions set forth in this agreement are subject in all respects to the terms and conditions of the Plan, as amended from time to time, which shall be controlling. This agreement contains the entire understanding of the parties and may not be modified or amended except in writing duly signed by the parties; provided, however, that the Company reserves the right to modify the terms of this Award to comply with Section 409A of the Internal Revenue Code of 1986, as amended, to the extent applicable. The waiver of, or failure to enforce, any provision of this agreement or the Plan by the Company will not constitute a waiver by the Company of the same provision or right at any other time or a waiver of any other provision or right. The various provisions of this agreement are severable and any determination of invalidity or unenforceability of any provision shall have no effect on the remaining provisions. This agreement will be binding upon and inure to the benefit of the successors, assigns, and heirs of the respective parties. The validity and construction of this agreement shall be governed by the laws of the State of Colorado.

ZIMVIE INC.

By: [●]

Heather Kidwell
SVP, Chief Legal and Compliance Officer
and Corporate Secretary



Supplemental Individual Disability Insurance Plan

Coverage underwritten by the following subsidiary of Unum

Provident Life and Accident Insurance Company
1 Fountain Square
Chattanooga, TN 37402

Unum Life Insurance Company of America
2211 Congress Street
Portland, ME 04122

Provident Life and Casualty Insurance Company
1 Fountain Square
Chattanooga, TN 37402

www.unum.com

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

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January 4, 2022

Developed Specifically For: ZimVie, Inc.

Presented by: Bill Deuink

Prepared by: Kelly Swallow Wolfe
Chicago Sales Office

Plan Offering

Thank you for considering Unum for your Supplemental Individual Disability Insurance Plan. Enclosed with your plan offering are detailed plan specifications and an offer request document. Unum is pleased to partner with ZimVie to provide these benefits to your employees. Specifically, your customized plan design includes:

Guaranteed Standard Issue (GSI) Supplemental Individual Disability Insurance Plan Summary

Eligibility	All Active Full Time Employees Classified as Z01-Z07 after 180 days of continuous employment (15 Eligibles)
Insurable Income	Base Salary, bonus and commissions
Plan Design	70% of monthly insurable income less LTD to amount of the GSI offer
LTD Plan	Unum: 60% of Base Salary, Commission to a maximum of \$15,000, 100% Employer Paid
GSI Benefit Maximum	\$10,000
Elimination Period	180 days
Benefit Period	To Age 65
Contract Type	Income II Select / Non-Cancellable Contract
Contributory Status	Employer Paid
Participation Requirement	100% of all eligible lives (15 total lives)
Discount	25% Multilife
Optional Additional Benefits:	Guaranteed Coverage Increase (GCI) - Annual to cap of GSI offer
	Catastrophic Disability Benefit - 30% to \$8,000 (not to exceed 100% income replacement)

**Income II Select
Non-Cancellable Contract****Benefit Period**

To Age 65

Elimination Period

Benefits begin after a waiting period of 180 days

Income Replacement for Total Disability

- **1st Two Years of Disability:** a monthly income benefit will be paid if you are disabled in your own occupation, not working in another occupation and under a physician's care
- **Remainder of Your Benefit Period:** a monthly income benefit will be paid if you cannot work in any "gainful" occupation for which you are suited based on education, training or experience and which could be expected to generate at least 60% of your prior earnings; and under a physician's care. If the insured individual can return to this "gainful" occupation but does not do so, a monthly income benefit of 50% is payable for up to the remainder of the benefit period
- **2 Years Mental Disorder Benefit**

Return-To-Work Benefits

- **Rehabilitation Services:** available to you while you are totally or partially disabled and designed to help you return to work. Include coordination of physical therapy, vocation testing, retraining, career counseling, placement services, worksite modifications, etc.
- **Work Incentive Benefit:** when you return to work, you will receive a short-term incentive for up to 6 months equal to the difference between your prior income and your current income, for up to 100% income replacement (subject to the maximum benefit amount)
- **Residual Benefits:** monthly benefits for less-than-total disability, based on your proportionate loss of income, for the duration of the Benefit Period you chose for your policy

- **Recovery Benefit:** paid for up to 6 months after you return to work full time in your own occupation but continue to have a loss of earnings while you rebuild your business or customer business

Other Features

- **Lifetime Continuation:*** you can exchange your income protection for long-term care insurance coverage between the ages of 60 and 70. Your base policy LTC benefit will be \$3,000 per month (or \$100 per day, if state-required). Your LTC benefit period will be six years
**Not available in CA, CT & TX and only available as rider in FL.*

- **Purchase Option Guarantee:** you can exchange your income protection for long-term care insurance coverage between the ages of 60 and 75. Your base policy LTC benefit will be \$3,000 per month (or \$100 per day, if state-required). Your LTC benefit period will be six years
**Only available in TX.*

Optional Benefits

- **Guaranteed Coverage Increase:** allows employer or employees to increase monthly benefit without evidence of medical insurability up to the GSI Benefit Maximum as salary increases occur
- **Monthly Catastrophic Benefit:** added to your income benefit, replacing up to 100% of your prior income and paying in the event of certain very serious disabilities that are likely to increase your living expenses (your insurance professional can provide information on physical conditions that apply)

This is a brief summary of the general coverage provided by the Income II (Select) coverage package of Unum's Income Series (policy 600 or 601). Contract Provisions, Features and Optional Benefits are based on our standard published issue ages. The policy or its provisions may vary or be unavailable in some states. The policy also has exclusions and limitations that may affect any benefits payable. See your insurance professional for complete details on provisions and availability.



ZimVie

Supplemental Individual Disability Insurance Plan

Plan Specifications

TERMS & CONDITIONS

Who is eligible	<p>This offer is extended to all eligible individuals (as defined under "Eligibility" on page 1) who are U.S. citizens or permanent U.S. residents possessing a green card.</p> <p>For a period of time commencing 180 Days prior to and including the date of application, applicants must not have missed one or more days of work or been homebound or admitted to a medical facility due to injury or sickness, or had any restrictions or limitations on their ability to work on a full time basis (30 hours or more per week) due to injury or sickness.</p>
Basis of Issue	<p>A standard offer means no modifications can be made to the contract's premium rate, elimination period, benefit period or monthly benefit amounts to adjust for a pre-existing medical condition.</p> <p>If the Lifetime Continuation and/or Catastrophic Disability benefit is included in the offering, all applicants will be asked questions for current Activities of Daily Living (ADL) losses. If any ADL loss or applicable pre-existing condition exists on the date of the application, no Lifetime Continuation Option to exchange for long term care policy (Purchase Option Guarantee in Texas and Option to Exchange for Long Term Care Policy in California) and/or Catastrophic Disability benefit will be included in the policy.</p> <p>Similarly, if the Serious Illness Benefit is included in the offering, applicants will be asked questions pertinent to the underwriting of this benefit. A yes answer to any of those specific questions will result in no Serious Illness Benefit being included in the policy.</p> <p>The IDI benefit will coordinate with any other disability coverage applied for; and any disability coverage already in force.</p> <p>Coverage applied for on a GSI basis cannot exceed this plan design and total coverage to be in-force (includes Group Long Term Disability and Individual Disability Insurance) cannot exceed our issue and participation limits.</p> <p>The GSI benefit may be directly reduced by any inforce individual coverage that was issued by Unum or its affiliated companies on a GSI basis. Unum will not participate with any other active employer-sponsored individual disability GSI program that provides long-term coverage through a non-cancellable or guaranteed renewable contract.</p> <p>Minimum policy size is \$300.</p> <p>Any additional amounts purchased beyond this offer amount will be considered to be outside the plan design and subject to our normal medical and financial underwriting guidelines.</p>
Financial Requirements	<p>We will accept a company-provided census (electronic preferred) listing employee name, date of birth, job title, date of hire and compensation (defined as Insurable Income on Page 1) as income documentation. For purposes of insurable income, base salary is defined as stable annual salary. Variable compensation may include bonus, commissions, K-1 earnings and other forms of incentive compensation, and is defined as a two-year average of compensation or last year's if less. If only a one-year history of variable compensation documentation is available due to an individual not having been employed long enough to generate a two-year history, we will consider 75% of the variable compensation as insurable. Insurable income should be broken down into base salary and variable compensation in the census, if applicable.</p>
Application Type	<p>Net Worth and Unearned Income considerations will be disregarded.</p> <p>GSI App Form: AE-1090 (short form GSI)</p>

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the “**Agreement**”) is made and entered into effective as of [•], 202[•] by and between ZimVie Inc., a Delaware corporation (the “**Company**”), and [•] (“**Indemnitee**”).

WHEREAS, it is essential that the Company be able to retain and attract the most capable persons available to serve as its directors and officers;

WHEREAS, Delaware law permits the Company to enter into indemnification arrangements and agreements in addition to those provided by statute or in the Company’s organizational documents;

WHEREAS, the Company desires to provide Indemnitee with specific contractual assurances of Indemnitee’s rights to full indemnification against litigation risks and reasonable expenses (regardless, among other things, of any amendment to the Company’s organizational documents, or any change in the ownership of the Company or the composition of its Board of Directors) and, to the extent insurance is available, the coverage of Indemnitee under the Company’s directors’ and officers’ liability insurance policies; and

WHEREAS, Indemnitee is relying upon the rights afforded under this Agreement in accepting or continuing Indemnitee’s position as a director or officer of the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Definitions.

(a) “**Corporate Status**” describes the status of a person who is serving or has served (i) as a director, officer or employee of the Company, (ii) in any capacity with respect to any employee benefit plan of the Company, or (iii) as a director, partner, member, trustee, officer, employee, or agent of any other Entity at the request of the Company. For purposes of subsection (iii) of this Section 1(a), if Indemnitee is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary, Indemnitee shall be deemed to be serving at the request of the Company.

(b) “**Entity**” shall mean any corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization or other legal entity and any group or division of the Company or any of its subsidiaries.

(c) “**Expenses**” shall mean all reasonable fees, costs and expenses actually and reasonably incurred in connection with any Proceeding (as defined below), including, without limitation, reasonable attorneys’ fees, disbursements and retainers (including, without limitation, any such fees, disbursements and retainers incurred by Indemnitee pursuant to Section 11 of this Agreement), fees and disbursements of expert witnesses, private investigators and professional advisors (including, without limitation, accountants), court costs, transcript costs, fees of experts, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, secretarial services, and other disbursements and expenses, but excluding Liabilities.

(d) “**Indemnifiable Expenses,**” “**Indemnifiable Liabilities**” and “**Indemnifiable Amounts**” shall have the meanings ascribed to those terms in Section 3(a) below.

(e) “**Liabilities**” shall mean judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement.

(f) “**Proceeding**” shall mean any threatened, pending or completed claim, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, including a proceeding initiated by Indemnitee pursuant to Section 11 of this Agreement to enforce Indemnitee’s rights hereunder.

(g) **“Subsidiary”** shall mean any Entity of which the Company owns (either directly or through or together with another Subsidiary of the Company) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such Entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such Entity.

2. Services of Indemnitee. In consideration of the Company’s covenants and commitments hereunder, Indemnitee agrees to serve as a director or officer of the Company; provided, that this Agreement shall not impose any obligation on Indemnitee or the Company to continue Indemnitee’s service to the Company in any particular role or for any particular period of time, unless otherwise required by law or by other agreements or commitments of the parties, if any.

3. Agreement to Indemnify. The Company agrees to indemnify Indemnitee as follows:

(a) Subject to the exceptions contained in this Agreement, if Indemnitee was or is a party or is threatened to be made a party to any Proceeding (other than an action by or in the right of the Company) by reason of Indemnitee’s Corporate Status, Indemnitee shall be indemnified by the Company against all Expenses and Liabilities actually incurred by Indemnitee in connection with such Proceeding (referred to herein as **“Indemnifiable Expenses”** and **“Indemnifiable Liabilities,”** respectively, and collectively as **“Indemnifiable Amounts”**).

(b) Subject to the exceptions contained in this Agreement, including Section 4(b) below, if Indemnitee was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of Indemnitee’s Corporate Status, Indemnitee shall be indemnified by the Company against all Indemnifiable Expenses.

4. Exceptions to Indemnification. Indemnitee shall be entitled to indemnification under Sections 3(a) and 3(b) above in all circumstances other than the following:

(a) If indemnification is requested under Section 3(a) and it has been adjudicated finally by a court of competent jurisdiction that, in connection with the subject of the Proceeding out of which the claim for indemnification has arisen, Indemnitee failed to act in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or Proceeding, Indemnitee had reasonable cause to believe that Indemnitee’s conduct was unlawful, Indemnitee shall not be entitled to payment of Indemnifiable Amounts hereunder.

(b) If indemnification is requested under Section 3(b) and it has been adjudicated finally by a court of competent jurisdiction that

(i) in connection with the subject of the Proceeding out of which the claim for indemnification has arisen, Indemnitee failed to act in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and/or indemnification is against public policy, Indemnitee shall not be entitled to payment of Indemnifiable Expenses hereunder;

(ii) Indemnitee is liable to the Company with respect to any claim, issue or matter involved in the Proceeding out of which the claim for indemnification has arisen, including, without limitation, a claim that Indemnitee received an improper personal benefit or improperly took advantage of a corporate opportunity, Indemnitee shall not be entitled to payment of Indemnifiable Expenses hereunder with respect to such claim, issue or matter unless the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such Indemnifiable Expenses which such court shall deem proper; or

(iii) Indemnitee is liable to the Company for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder and amendments thereto or similar provisions of any federal, state or local statutory law, Indemnitee shall not be entitled to payment of Indemnifiable Expenses hereunder.

5. Notification and Defense of Claim. As a condition precedent to the right of indemnification, Indemnitee agrees to notify the Company in writing as soon as practicable of any Proceeding for which indemnification will or could be sought by Indemnitee and provide the Company with a copy of any summons, citation, subpoena, complaint, indictment, information or other document relating to such Proceeding with which Indemnitee is served; provided that the failure of Indemnitee to give notice as provided herein shall not relieve the Company of its obligations under this Agreement, except to the extent that the Company is adversely affected by such failure. With respect to any Proceeding of which the Company is so notified, the Company will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Company to Indemnitee of its election so to assume such defense, the Company shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such claim, other than as provided below in this Section 5. Indemnitee shall have the right to employ Indemnitee's own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Company, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Company and Indemnitee in the conduct of the defense of such action, (iii) counsel to Indemnitee reasonably concludes that Indemnitee may have separate defenses or counterclaims to assert with respect to any issue which may not be consistent with the position of other defendants in such Proceeding or (iv) the Company shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for Indemnitee shall be at the expense of the Company, except as otherwise expressly provided by this Agreement. The Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company or as to which counsel for Indemnitee shall have reasonably made the conclusion provided for in clauses (ii) or (iii) above. The Company shall not settle any Proceeding in any manner, without Indemnitee's written consent, which (i) would impose any penalty or limitation on Indemnitee, (ii) includes an admission of fault of Indemnitee, or (iii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Proceeding, which release shall be in form and substance reasonably satisfactory to Indemnitee. Indemnitee will not unreasonably withhold Indemnitee's consent to any proposed settlement. In making the determination required to be made under Delaware law with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request therefor in accordance with Section 5 of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

6. Procedure for Payment of Indemnifiable Amounts. As a condition precedent to the right of indemnification, Indemnitee shall submit to the Company a written request, including such documentation and information as are reasonably available to Indemnitee and necessary to establish that Indemnitee is entitled to indemnification hereunder, specifying the Indemnifiable Amounts for which Indemnitee seeks payment under this Agreement and the basis for the claim. Subject to Section 4, the Company shall pay such Indemnifiable Amounts to Indemnitee within twenty (20) calendar days of receipt of the request and, if applicable, the undertaking required by Section 9. At the request of the Company, Indemnitee shall furnish such documentation and information as are reasonably available to Indemnitee and necessary to establish that Indemnitee is entitled to indemnification hereunder.

7. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, and without limiting any such provision, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified against all Expenses reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Agreement, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

8. Effect of Certain Resolutions. Neither the settlement nor termination of any Proceeding nor the failure of the Company to award indemnification or to determine that indemnification is payable shall create an adverse presumption that Indemnitee is not entitled to indemnification hereunder. In addition, the termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or Proceeding, had reasonable cause to believe that Indemnitee's action was unlawful.

9. Agreement to Advance Interim Expenses. The Company shall advance Indemnifiable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding prior to the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of Indemnitee to repay such amount if it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company. Any advances and undertakings to repay pursuant to this Section 9 shall not be secured, shall not bear interest and shall provide that, if Indemnitee has commenced or thereafter commences legal Proceedings to secure a determination that Indemnitee should be indemnified with respect to such Proceedings, Indemnitee shall not be required to reimburse the Company for any advancement of Indemnifiable Expenses in respect of such Proceeding until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

10. Procedure for Payment of Interim Expenses; Cooperation by Indemnitee. Indemnitee shall submit to the Company a written request specifying the Indemnifiable Expenses for which Indemnitee seeks an advancement under Section 9 of this Agreement, together with documentation evidencing that Indemnitee has incurred such Indemnifiable Expenses. Payment of Indemnifiable Expenses under Section 9 shall be made no later than twenty (20) calendar days after the Company's receipt of such request and the undertaking required by Section 9.

11. Remedies of Indemnitee.

(a) In the event that Indemnitee makes a request for payment of Indemnifiable Amounts under Sections 3 and 6 above or a request for an advancement of Indemnifiable Expenses under Sections 9 and 10 above and the Company fails to make such payment or advancement in a timely manner pursuant to the terms of this Agreement, Indemnitee may petition the appropriate judicial authority to enforce the Company's obligations under this Agreement.

(b) In any judicial Proceeding brought under Section 11(a) above, the Company shall have the burden of proving that Indemnitee is not entitled to payment of Indemnifiable Amounts hereunder.

(c) The Company agrees to reimburse Indemnitee in full for any Expenses incurred by Indemnitee in connection with investigating, preparing for, litigating, defending or settling any action brought by Indemnitee under Section 11(a) above, or in connection with any claim or counterclaim brought by the Company in connection therewith.

(d) The Company shall be precluded from asserting in any Proceeding, including, without limitation, an action under Section 11(a) above, that the provisions of this Agreement are not valid, binding and enforceable or that there is insufficient consideration for this Agreement and shall stipulate in court that the Company is bound by all the provisions of this Agreement.

(e) The failure of the Company (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of the payment of Indemnifiable Amounts or the advancement of Indemnifiable Expenses under this Agreement shall not be a defense in any action brought under Section 11(a) above, and shall not create a presumption that such payment or advancement is not permissible.

12. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for herein is held by a court of competent jurisdiction to be unavailable to Indemnitee in whole or in part, it is agreed that, in such event, the Company shall, to the fullest extent permitted by law, contribute to the payment of Indemnitee's costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or Proceeding, whether civil, criminal, administrative or investigative, in an amount that is just and equitable in the circumstances, taking into account, among other things, contributions by other directors and officers of the Company or others pursuant to indemnification agreements or otherwise; provided, that, without limiting the generality of the foregoing, such contribution shall not be required where such holding by the court is due to any limitation on indemnification set forth in Section 4 or Section 17(b) hereof.

13. Representations and Warranties of the Company. The Company hereby represents and warrants to Indemnitee that it has all necessary corporate power and authority to enter into, and be bound by the terms of, this Agreement, and the execution, delivery and performance of the undertakings contemplated by this Agreement have been duly authorized by the Company. This Agreement, when executed and delivered by the Company in accordance with the provisions hereof, shall be a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally.

14. Fees and Expenses. During the term of Indemnitee's service as a director or officer, the Company shall promptly reimburse Indemnitee for all reasonable and documented expenses incurred by Indemnitee in connection with Indemnitee's service as a director, member of any board committee, officer or otherwise in connection with the Company's business.

15. Contract Rights Not Exclusive. The rights to payment of Indemnifiable Amounts and advancement of Indemnifiable Expenses provided by this Agreement shall be in addition to, but not exclusive of, any other rights which Indemnitee may have at any time under applicable law, the Company's Restated Certificate of Incorporation or Bylaws, as amended, or any other agreement, vote of stockholders or directors, or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity as a result of Indemnitee's serving as a director or officer of the Company. Notwithstanding anything to the contrary in this Agreement, the Company shall not indemnify Indemnitee to the extent Indemnitee is actually reimbursed from the proceeds of insurance, and in the event the Company makes any indemnification payments to Indemnitee and Indemnitee is subsequently reimbursed from the proceeds of insurance, Indemnitee shall promptly refund such indemnification payments to the Company to the extent of such insurance reimbursement.

16. Successors. This Agreement shall be (a) binding upon all successors and assigns of the Company (including any transferee of all or a substantial portion of the business, stock and/or assets of the Company and any direct or indirect successor by merger or consolidation or otherwise by operation of law) and (b) binding on and shall inure to the benefit of the heirs, personal representatives, executors and administrators of Indemnitee. This Agreement shall continue for the benefit of Indemnitee and such heirs, personal representatives, executors and administrators after Indemnitee has ceased to have Corporate Status.

17. Insurance and Subrogation.

(a) The Company represents that it presently has in force and effect directors' and officers' liability insurance on behalf of Indemnitee against certain customary liabilities which may be asserted against or incurred by Indemnitee. The Company hereby agrees that, so long as Indemnitee shall continue to serve in a capacity referred to in Section 2 hereof, and thereafter so long as Indemnitee shall be subject to any possible claim or threatened, pending or completed Proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that Indemnitee served in any capacity referred to in Section 2 hereof, the Company shall purchase and maintain in effect for the benefit of Indemnitee such insurance providing (i) coverage at least comparable to that presently provided or (ii) if such coverage is hereafter changed to provide any enhanced rights or benefits, the same coverage provided to the most favorably insured of the Company's directors or officers; provided, however, if, the then Board of Directors of the Company determines in good faith that, either (x) the premium cost for such insurance is substantially disproportionate to the amount of coverage, or (y) the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance, then and in that event the Company shall not be required to maintain such insurance. The Company shall promptly notify Indemnitee of any good faith determination to reduce or not provide such coverage.

(b) In the event of any payment of Indemnifiable Amounts under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of contribution or recovery of Indemnitee against other persons, and Indemnitee shall take, at the request of the Company, all reasonable action necessary to secure such rights, including the execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

18. Change in Law. To the extent that a change in applicable law (whether by statute or judicial decision) shall permit broader indemnification than is provided under the terms of the Restated Certificate of Incorporation or Bylaws of the Company, as amended, and this Agreement, Indemnitee shall be entitled to such broader indemnification and this Agreement shall be deemed to be amended to such extent.

19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or any clause thereof, shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, such provision or clause shall be limited or modified in its application to the minimum extent necessary to make such provision or clause valid, legal and enforceable, and the remaining provisions and clauses of this Agreement shall remain fully enforceable and binding on the parties.

20. Indemnitee as Plaintiff. Except as provided in Section 11 of this Agreement and in the next sentence, Indemnitee shall not be entitled to payment of Indemnifiable Amounts or advancement of Indemnifiable Expenses with respect to any Proceeding brought by Indemnitee against the Company, any Entity which it controls, any director or officer thereof, or any third party, unless the Company has consented to the initiation of such Proceeding. This Section shall not apply to affirmative defenses asserted by Indemnitee in an action brought against Indemnitee.

21. Modifications and Waiver. Except as provided in Section 18 above with respect to changes in applicable law which broaden the right of Indemnitee to be indemnified by the Company, no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver.

22. Term of Agreement. This Agreement shall continue until and terminate upon the later of (a) six years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or (b) the final termination of all Proceedings pending on the date set forth in clause (a) in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder.

23. General Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) when transmitted by facsimile and receipt is acknowledged, or (c) if mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, or if mailed by certified overnight delivery, on the first business day after the date on which it is so mailed:

If to Indemnitee, to:

Indemnitee's principal residence as reflected in the records of the Company

If to the Company, to:

ZimVie Inc.

Attn: SVP, Chief Legal and Compliance Officer and Corporate Secretary

10225 Westmoor Drive

Westminster, CO 80021

or to such other address as may have been furnished in the same manner by any party to the others.

24. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law. If a court of competent jurisdiction shall make a final determination that the provisions of the law of any state other than Delaware govern indemnification by the Company of its directors or officers, then the indemnification provided under this Agreement shall in all instances be enforceable to the fullest extent permitted under such law, notwithstanding any provision of this Agreement to the contrary.

25. Agreement Governs. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, whether oral or written, by any officer, employee or representative of any party hereto in respect of the subject matter contained herein; and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated

and cancelled. For avoidance of doubt, the parties confirm that the foregoing does not apply to or limit Indemnatee's rights under Delaware law or the Company's Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws. This Agreement is to be deemed consistent wherever possible with relevant provisions of the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws; however, in the event of a conflict between this Agreement and such provisions, the provisions of this Agreement shall control.

26. Electronic Record. This Agreement may be in the form of an electronic record (in ".pdf" form or otherwise) and may be executed using electronic signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

ZIMVIE INC.

By: _____
Name: Heather Kidwell
Title: SVP, Chief Legal and Compliance Officer and
Corporate Secretary

INDEMNITEE:

Name: