

**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): April 19, 2024**

**CONMED CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-39218**  
(Commission  
File Number)

**16-0977505**  
(IRS Employer  
Identification No.)

**11311 Concept Blvd**  
**Largo, FL 33773**  
(Address of principal executive offices, including zip code)

**(727) 392-6464**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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	Name of each exchange on which registered
Common Stock, \$0.01 par value	CNMD	NYSE

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.**

Pat Beyer Promotion to Chief Operating Officer

Pat Beyer, President of International and Global Orthopedics, has been promoted to the newly created role of Chief Operating Officer of CONMED Corporation (the “Company”), effective on April 24, 2024. In this role, Mr. Beyer will take on additional responsibility for leading the Company’s commercial businesses, as well as Operations, Distribution, Regulatory Affairs / Quality Assurance, and Customer Excellence.

The provisions of Mr. Beyer’s existing Service Agreement remain in full force and effect subject to the following changes pursuant to Amendment Number 1 of Mr. Beyer’s Service Agreement (the “Amendment”):

- Mr. Beyer will be paid salary of £478,225 per annum (“Base Salary”).
- Mr. Beyer’s target award opportunity under the Company’s short-term incentive program will be 80% of Base Salary.
- In connection with his promotion, Mr. Beyer will receive a one-time equity award grant with a target value of \$800,000. The grant value will be split 75% in options and 25% in performance share units (“PSUs”), which will be subject to the terms set forth in the applicable award agreement.
- Mr. Beyer will be entitled to certain tax equalization benefits.

The Amendment with Mr. Beyer is attached as Exhibit 10.1 and is incorporated herein by reference. The above descriptions are qualified in their entirety by reference to the terms of the Amendment, attached hereto as Exhibit 10.1.

Heather Cohen Transition to Special Advisor

Heather L. Cohen, Executive Vice President and Chief Human Resources and Legal Officer, has transitioned to a Special Advisor role with the Company commencing on April 20, 2024 and will serve as Special Advisor to the Company for the period April 20, 2024 through April 19, 2025.

Pursuant to a letter agreement (the “Letter Agreement”) between the Company and Ms. Cohen, in exchange for her agreement to provide advisory services, Ms. Cohen will receive the following compensation for the period of April 20, 2024 through April 19, 2025:

- Ms. Cohen will be paid salary of \$668,226.50 in regular payroll installments and subject to applicable taxes and withholding.
- Ms. Cohen will be eligible to continue to participate in the benefit plans for which Ms. Cohen has been eligible including, without limitation, participation in the Benefits Restoration Plan, the 401(k) Plan, and health and welfare benefits.

In addition, subject to certain preconditions and satisfaction of her obligations set forth in the Letter Agreement, including a cooperation agreement, on April 20, 2026, Ms. Cohen will receive an additional payment of \$334,113.25, which will also be subject to clawback in the event of a cooperation failure or recoupment outcome (each as defined in the Letter Agreement)

Ms. Cohen’s receipt of these payments and benefits, as well as the equity award treatment described in the following paragraph, is subject to her execution and non-revocation of a release of claims in favor of the Company, including any claims under the Company’s Executive Management Severance Plan and Severance Plan, and her cooperation and other agreements set forth in the Letter Agreement.

Ms. Cohen will remain subject to a non-competition restriction and non-solicitation obligations for one year following the termination of her service, as well as customary indefinite confidentiality and non-disparagement obligations. In addition, subject to Ms. Cohen’s continued service and compliance with the release requirement described above, equity awards previously granted to Ms. Cohen will vest in accordance with the

vesting schedules established in the original equity awards through April 19, 2025 and will be subject to clawback or repayment in the event of a cooperation failure or recoupment outcome (each as defined in the Letter Agreement). Any equity awards with vesting dates scheduled to occur after April 15, 2025 will be cancelled and forfeited. In the event of Ms. Cohen's death, or disability prior to April 19, 2025, the salary and payments for her service as an advisor that would otherwise have been payable through April 19, 2025 (and were not paid) shall become immediately due and payable, subject to execution of a supplemental release.

The Letter Agreement with Ms. Cohen is attached as Exhibit 10.2 and is incorporated herein by reference. The above descriptions are qualified in their entirety by reference to the terms of the Letter Agreement, attached hereto as Exhibit 10.2.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit Index

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	<a href="#">Amendment Number 1 to Service Agreement, by and between CONMED U.K. Limited and Pat Beyer, dated April 24, 2024</a>
10.2	<a href="#">Letter Agreement, by and between CONMED and Heather Cohen, dated April 19, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**Signature**

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

CONMED CORPORATION  
(Registrant)

By: /s/ Curt R. Hartman

Name: Curt R. Hartman

Title: President and Chief Executive Officer

Date: April 24, 2024

April 24, 2024

Mr. Pat Beyer  
11 River Park Drive  
Marlow, Buckinghamshire,  
England SL7 1QT

Re: Amended Employment Terms

Dear Pat:

Please accept this letter as Amendment Number 1 (this "Amendment") to your April 25, 2019, Service Agreement with CONMED U.K. Limited (the "Service Agreement"). This Amendment will supplement and amend your Service Agreement effective as of April 24, 2024.

1. Each of Section 3.1, Section 5.1, Section 6.1, and Section 6.5 of the Service Agreement is hereby amended and restated to read in its entirety as follows, as applicable:

"3.1 Your job title is Chief Operating Officer ("COO") and/or such other position or capacity with such job title and duties and other additional responsibilities as the Board may from time to time reasonably decide, and subject to the terms and conditions set out in this Agreement. Unless otherwise notified, you will report to Curt Hartman, the CEO of CONMED ("the CEO") and will be responsible for leading the Company's commercial businesses, as well as Operations, Distribution, Regulatory Affairs / Quality Assurance, and Customer Excellence as COO."

"5.1 You shall be required to work such hours and travel within and outside of the United Kingdom as may reasonably be required for the proper performance of your duties as COO."

"6.1 You will be paid a basic salary of £478,225 per annum ("Base Salary"), in such instalments consistent with the Company's compensation practices as they may change from time to time. Payment will normally be made by credit transfer into a bank account nominated by you. You acknowledge that you shall not be entitled to receive further remuneration in respect of overtime."

"6.5 The Company may award discretionary bonuses from time to time, subject to such terms and conditions as may be decided from time to time by the Board. Where the Company decides to award a bonus, it will normally be dependent on both your and the Company's performance although the award of any bonus is entirely at the Company's discretion. The award of a bonus in one year does not imply any entitlement in respect of future years and there will be no entitlement to receive any bonus if your employment has terminated or you are under notice of termination at the expected date for payment. You will also be eligible to participate in the Conmed Corporation Executive Severance Plan and the Company's short-term incentive program (the "STIP") pursuant to the Conmed Corporation Executive Bonus Plan or such successor plan, subject in each case to the terms and conditions of these plans as may be in force from time to time. Your target STIP award opportunity will be 80% of Base Salary. In addition, in connection with your promotion to the role of COO, you will receive a one-time equity award grant with a target value of \$800,000 (the "One-Time Equity Award"). The One-Time Equity Award value will be granted 75% in options and 25% in performance share units ("PSUs"), subject, in each case, to the terms and provisions of the applicable award agreement and the Company's long-term incentive plan. The number of options and PSUs will be determined using the same methodology as applied to your March 1, 2024 long-term incentive grant, but using the Company's share price at close on April 24, 2024."

2. A new Section 6.10 shall be added immediately following Section 6.9 of the Service Agreement and immediately preceding the existing Section 6.10 of the Service Agreement (and the Sections thereafter shall be renumbered accordingly), as follows:

“6.10 You will be subject to tax equalization on the following income components: taxable housing, taxable imputed travel expenses, taxable imputed tax preparation fees, and taxable car allowance. If there are any other elements of pay that will be tax equalized by the Company, those will be on a mutually agreed case-by-case basis. Tax equalization means you will not bear the tax burden associated with these specific taxable benefits referenced in this paragraph, and the Company will pay or reimburse you for all home and host locations income and social taxes due on this income. In return, you must adhere to all applicable home and host tax laws and proper filings each and every year you are under tax equalization, inclusive of any year you have trailing liabilities. In addition, you agree to use the Company sponsored tax provider for preparation of home/host tax returns and abide by any payments necessary under the tax equalization. The fees for these tax returns will be paid by the Company and included in your imputed taxable income as needed by tax laws. Tax returns prepared by the Company provided tax provider will be kept confidential by the tax provider. However, certain information necessary for the calculation of the tax equalization calculation will be disclosed to the Company (this does not include any personal or confidential income information).”

All other provisions of the Service Agreement remain in full force and effect. If you approve of this Amendment, please sign this letter where indicated below.

Sincerely,

/s/ Curt R. Hartman

Name: Curt R. Hartman

Title: Chair, President & CEO

**AGREED AND ACCEPTED:**

/s/ Pat Beyer

Pat Beyer



Curt R. Hartman  
11311 Concept Blvd  
Largo, FL 33773

April 19, 2024

Heather L. Cohen  
Address on file with the Company

Re: Transition to Special Advisor

Dear Heather:

This letter (this "Letter Agreement") confirms our recent discussions regarding your transition to a Special Advisor role with CONMED Corporation (the "Company"). On behalf of the Board of Directors of the Company (the "Board"), I want to thank you for your years of leadership and your willingness to provide continued service in the role of Special Advisor.

- **Continued Service as a Special Advisor**: Your service as Executive Vice President and Chief Human Resources and Legal Officer will continue through April 19, 2024. Commencing as of April 20, 2024 (the "Transition Date"), you will serve as a Special Advisor until April 19, 2025 (the "Separation Date", and such period, the "Transition Period").
- **Compensation During Transition Period**: As compensation for services performed as Special Advisor during the Transition Period, subject to you honoring all of your obligations under this Letter Agreement, you will be paid an annualized base salary equal to \$668,226.50, paid in regular payroll installments (commencing on the first regular payroll date after April 19, 2024) and subject to applicable taxes and withholding (the "Special Advisor Payment"). You will be eligible for a bonus under the existing annual cash bonus plan for 2024, which will be prorated based on your period of service during 2024 as Executive Vice President and Chief Human Resources and Legal Officer. The bonus will be paid when 2024 bonuses are generally paid to senior executives of the Company. You are not eligible to receive a bonus based on your service as Special Advisor.

While serving as Special Advisor, you will remain eligible to participate in and receive benefits from the Company's welfare benefit plans (e.g., medical, dental, and vision) provided you continue to satisfy the applicable eligibility requirements for such benefits during this period. You will be permitted to make contributions to the Company's Benefits Restoration Plan and the Company's Retirement Savings Plan.

Additionally, on April 20, 2026, provided there has been no Cooperation Failure or Recoupment Outcome, each as defined herein, prior to such date, you will be paid an additional separation payment of \$334,113.25, less required tax withholdings and authorized deductions (the "Additional Payment", together with the Special Advisor Amount, the "Transition Compensation"), subject to you honoring all your obligations under this Letter Agreement.

- **Cooperation**: You agree to cooperate with the Company's and its counsel's requests for information or assistance, including related to the review by the U.S. Department of Justice of potential issues with certain royalty payments related to design surgeons disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 and/or the Company's internal investigation or review of compliance, legal or any other issues, response to any lawfully served civil or criminal subpoenas, and defense of, or other participation in, any administrative, judicial, or other proceeding arising from any charge, complaint or other action which has been or may be filed relating to the period during which you were engaged in employment with the Company. The Company agrees to reimburse you for any reasonable and documented legal expenses incurred by you in connection with such cooperation to the extent that such reimbursement is not provided for under the Company's directors' and officers' insurance

policy; provided that such reimbursed amount shall not exceed forty thousand dollars (\$40,000) without the consent of the Company's Chief Executive Officer, which consent shall not be unreasonably withheld. Except as required by law, or authorized in advance by the Company's interim Chief Legal Officer or General Counsel and Board of Directors, and subject to your rights under the "Protected Rights" provision herein, you will not communicate, directly or indirectly, with any third party, including any person or representative of any group of people or entity who is engaging in a private civil suit or has indicated that a private civil action against the Company or any of its directors or officers is being contemplated, concerning the operations of the Company, or the legal positions taken by the Company. If asked about any such individuals or matters, you shall invoke the attorney-client privilege, and for non-privileged matters, say: "I have no comment," and shall direct the inquirer to the Company's interim Chief Legal Officer or General Counsel.

- **Injunctive Relief; Clawback and Recoupment:** If the Company determines that you have materially violated the "Cooperation" clause, the Company will provide you with written notice (the "Notice") and an opportunity to cure within fifteen (15) days following delivery of such Notice (the "Cure Period"). You acknowledge that any material violation of the "Cooperation" clause not timely cured will result in irreparable harm to the Company and that the Company will, in addition to other available remedies, be entitled to seek immediate injunctive relief.

If at any time following the date of this Letter Agreement (w) you fail to cure a material violation of the "Cooperation" clause within the Cure Period (a "Cooperation Failure"), (x) you are indicted by a government agency for any crime or other misconduct in connection with actions or activities in which you are or were engaged related to the Company's business or products, (y) you enter into a settlement with a government agency related to a violation of law in connection with actions or activities in which you are or were engaged related to the Company's business or products or (z) there is a civil or criminal resolution by the Company with any government agency in connection with the Company's business or products that indicates any type of wrongdoing on your part, or wrongdoing by the Company Legal Department around matters relevant to the resolution during the period in which you were the Chief Legal Officer of the Company Legal Department (the events referred to in clauses (x), (y) and (z), each a "Recoupment Outcome"), and written demand is made by the Company within sixty (60) days of the Recoupment Outcome (or, if later, the Company's first knowledge of the Recoupment Outcome) setting forth the basis for the Recoupment Outcome (i) you shall repay to the Company the Additional Payment in full within thirty (30) days, (ii) any equity awards that vested during the Transition Period that have not been exercised or settled shall immediately be forfeited and (iii) with respect to any equity awards that vested during the Transition Period that have been exercised or settled, you shall repay the value of such equity award on the last day of the Transition Period (i.e., the value of any stock award and the difference between the exercise price and the closing price on such date for any stock option).

- **Protected Rights:** You understand that nothing in this Letter Agreement, or any other agreement between you and the Company, shall in any way limit or prohibit you from engaging in any Protected Activity. "Protected Activity," shall mean filing a charge, complaint, or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Agencies"), or discussing the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. You understand that in connection with such Protected Activity, you are permitted to disclose documents or other information to Agencies as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute confidential information of the Company to any parties other than the relevant Agencies. You further understand that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Letter Agreement.



- **Releases**: In connection with the execution of this Letter Agreement, you agree to execute and cause to become irrevocable the release attached hereto as **Annex A** within thirty (30) days after the date of this Letter Agreement. You also agree to execute and cause to become irrevocable a supplemental release and general waiver in a form acceptable to the Company (each, a "**Release**") within thirty (30) days after the Separation Date but in no event earlier than the Separation Date.
- **Separation**: Your service as an employee will end on the Separation Date. Following the Separation Date, your employment with the Company will cease.
- **Duties as Special Advisor**: Your duties as Special Advisor will include supporting and providing guidance to the Company and such other reasonable duties as may be assigned to you by the Chief Executive Officer. During this period, you will devote the appropriate business time and attention required to fulfill your service as Special Advisor.
- **Equity Awards**: Subject to your continued service as Special Advisor and compliance with the release requirements set forth above, your equity awards shall continue to vest through the Separation Date and remain subject to the terms of the applicable award agreements and the Company's Amended and Restated 2018 Long-Term Incentive Plan or, as applicable, a prior plan, with the exception that no such equity award (or the underlying shares) which vest during the Transition Period shall be exercised or sold until after the Separation Date. You acknowledge and agree that any equity awards with vesting dates scheduled to occur after the Separation Date will be forfeited as of the Separation Date.
- **Severance Entitlements**: You waive any claim to receive payments or other benefits under the Company's Executive Severance Plan, the CONMED Severance Plan or any other severance plan or agreement. You further agree that your transition to the position of Special Advisor, the compensation and benefits changes that will occur on the Transition Date, and any termination of employment thereafter will not entitle you to any benefits under the Company's Executive Severance Plan, the CONMED Severance Plan or any other severance plan or agreement.

Upon a termination of your employment as a result of your death or disability or by the Company for any reason prior to the Separation Date, the Company will, subject to your (or your estate or beneficiary's) execution and non-revocation of a supplemental Release within thirty (30) days following the termination date, pay you any amount of the Special Advisor Payment that remains unpaid as of the date of such termination, it being understood that the Additional Payment, if payable in accordance with the terms of this Letter Agreement, shall remain payable in accordance with the terms of this Letter Agreement. This amount will be paid to you in a single lump sum within thirty (30) days of such Release becoming effective, subject to the provisions of "Section 409A" set forth below. For the avoidance of doubt, if you terminate your employment for any reason prior to the Separation Date, you will not be entitled to any further payments under this Letter Agreement other than any unpaid annual base salary through the date of such termination.

- **COBRA Eligibility**: Following the Separation Date (or your earlier termination of employment with the Company), you will be entitled to continued health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"), if applicable, for a period in accordance with the requirements under COBRA. You will be solely responsible for paying the full cost of the premiums for such COBRA coverage, and such coverage shall not be provided if during such period you are or become ineligible under the provisions of COBRA for continuing coverage.
- **Restrictive Covenants**: In connection with your transition, you agree to be bound by the covenants and provisions in **Annex B**, which apply during your employment with the Company and after your employment with the Company terminates for any reason. You acknowledge the potential restrictions on your future employment imposed by such covenants and provisions are reasonable in both duration and geographic scope and in all other respects.
- **Withholding Taxes**: The Company shall withhold from all payments due to you (or your beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.
- **Section 409A**: The payments under this Letter Agreement are intended to comply with, or otherwise be exempt from, Section 409A of the Internal Revenue Code of 1986 ("**Section 409A**"). The parties agree to

interpret and administer this Letter Agreement in a manner intended to comply with Section 409A as applicable. If and to the extent that any payment under this Letter Agreement is determined by the Company to constitute “non-qualified deferred compensation” subject to Section 409A (including because a payment is not a “short-term deferral” and not an involuntary severance payment under Treas. Reg. §1.409A-1(b)(9)(iii)) and that is payable to you by reason of your termination of employment, then (1) such payment or benefit shall be made or provided to you only upon a “separation from service” as defined for purposes of Section 409A under applicable regulations and (2) if you are a “specified employee” (within the meaning of Section 409A and as determined by the Company), such payment will not be made or provided before the date that is six months after the date of your separation from service (or your earlier death or a change in ownership or effective control within the meaning of Section 409A). To the extent applicable, each payment under this Letter Agreement shall be treated as a separate payment for purposes of Section 409A.

- **Legal Fees:** The Company shall reimburse you up to twenty thousand dollars (\$20,000) for the legal fees incurred by you in connection with the negotiation and documentation of this Letter Agreement; provided that, upon request by the Company, you provide the Company with reasonable documentation of such fees.
- **Choice of Law:** This Letter Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the execution or performance hereof shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
- **Arbitration:** Any suit, action or other proceeding arising out of or relating to this Letter Agreement or any transaction contemplated hereby shall, to the fullest extent permitted by law, be finally settled by confidential arbitration. Such arbitration will be conducted before the American Arbitration Association (“AAA”) in New York, New York in accordance with the AAA Employment Arbitration Rules and Mediation Procedures (the “Rules”) by a mutually agreed upon single arbitrator, or if agreement is not reached, by an arbitrator selected in accordance with the Rules. Any arbitral determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction. Should any party to this Letter Agreement pursue a claim based upon, arising out of, or relating to this Letter Agreement by any method other than said arbitration, the responding party shall be entitled to recover from the initiating party all damages, costs, expenses and attorneys’ fees incurred as a result of such action. For the avoidance of doubt, this Letter Agreement does not include an agreement to arbitrate claims on a collective or class basis, and it is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

Thank you again for your service.

CONMED Corporation

/s/ Curt R. Hartman

By: Curt R. Hartman

Title: Chair of the Board, President, and Chief  
Executive Officer

---

ACCEPTED AND AGREED:

/s/ Heather L. Cohen

---

Heather L. Cohen

## ANNEX A

This Agreement (the “Agreement”) is entered into by and between **CONMED Corporation** (the “Company”) and Heather L. Cohen (“Employee” or “You” or “you”) in full and complete settlement of all issues concerning Employee’s employment through the Effective Date (as defined herein). As used in this Agreement, the term “Company” shall include CONMED Corporation, its affiliates, subsidiaries (including Linvatec Corporation), successors and assigns, all of its current and former officers, directors, employees, and agents (in their individual and representative capacities).

WHEREAS, Employee acknowledges that she is knowingly and voluntarily entering into this Agreement and that by signing this Agreement she is receiving payment and/or other consideration from the Company to which she was not or would not otherwise be entitled.

NOW, THEREFORE, in consideration of the above premises and of the mutual agreement and undertakings hereinafter set forth in the April 19, 2024 Letter Agreement (the “Letter Agreement”), the Company and Employee further agree as follows:

**1. Transition Date.** April 20, 2024.

**2. Letter Agreement Benefits.** In consideration for Employee’s execution of the Letter Agreement and the general releases contained herein, and without any other obligation to do so, the Company will provide Employee with the payments contemplated by the Letter Agreement, less applicable federal, state, local, and other legally required payroll deductions in accordance with the Company’s standard payroll practices (the “Letter Agreement Benefits”). Employee understands, acknowledges and agrees that if she did not execute this Agreement, she would receive less and different benefits.

**3. General Release of Claims.** In consideration for the Letter Agreement Benefits, Employee, on behalf of herself, her descendants, dependents, heirs, executors, administrators, assigns, and successors, Employee voluntarily, knowingly and willingly waives and releases, and promises never to assert, any and all claims that Employee has or might have against the Company, and/or its predecessors, successors, past, current and future parents, subsidiaries, related entities, officers, directors, shareholders, agents, partners, employees, successors or assigns (collectively, the “Releasees”), relating to any aspect of Employee’s employment, employment compensation, resignation or termination of employment, including any and all rights or claims of unlawful retaliation, discrimination or harassment on the basis of age, race, sex, marital status, disability, national origin, religion, or any other basis under federal, state, or local law. Those claims being released and discharged include, but are not limited to:

- a. claims arising under any other federal, state or local fair employment statute, code or ordinance, contract law;
- b. torts of all kinds including, but not limited to, negligence claims and fraudulent inducement to enter into this contract, misrepresentation, negligent or otherwise, fraud, defamation, slander, libel, duress, fraudulent inducement, workers’ compensation retaliation, interference with an advantageous business relationship, negligent employment, including negligent hiring, negligent retention and negligent supervision; claims of breach of contract, whether actual or implied, written or oral; promissory estoppel, quantum meruit or the like, and any and all claims for attorneys’ fees, any federal, state and local statutory or common law;
- c. claims for personal, bodily or emotional injury and monetary loss, without limitation, relating to any workers’ compensations laws, tort, contract (express or implied), or any other common law theory; all claims for retaliation or discrimination of any type; and all claims for employment-related benefits of any type and any and all rights or claims to attorneys’ fees;
- d. claims of any violation of any pension or welfare plans or any other benefit plan or arrangement, including, without limitation, any claims under the Employee Retirement Income Security Act of 1974 (“ERISA”) [29 U.S.C. Sections 1001-1461], as amended, including claims for breach of fiduciary duty under ERISA;

- e. claims under the Fair Housing Act [42 U.S.C. Section 3604 *et seq.*], as amended; Title IX of the Education Amendments of 1972 [20 U.S.C. Sections 1681 *et seq.*], as amended; the Federal False Claims Act [18 U.S.C. Sections 287, *et seq.*], as amended (“FFCA”); the Program Fraud Civil Remedies Act [38 C.F.R. 42.1, *et seq.*], as amended (“PFCRA”); the Fair Credit Reporting Act, as amended (“FCRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994 [38 U.S.C. Sections 4301- 4333], as amended (“USERRA”); the National Labor Relations Act [29 U.S.C. Sections 151-169], as amended (“NLRA”); the Worker Adjustment and Retraining Notification Act [29 U.S.C. Sections 2101 *et seq.*], as amended (“WARN”); the Occupational Safety and Health Act [29 U.S.C. Sections 651-678], as amended (“OSHA”); the Fair Labor Standards Act [29 U.S.C. Sections 201-219], as amended (“FLSA”);
- f. claims or rights under state and federal whistleblower legislation including the Consolidated Omnibus Budget Reconciliation Act of 1985 [Pub. L. 99- 509], as amended (“COBRA”); the Sarbanes-Oxley Act of 2002 15 U.S.C. § 7201, *et seq.*; (“S-OA”); the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); the Family and Medical Leave Act [29 U.S.C. Sections 2601-2654], as amended (“FMLA”); the Congressional Accountability Act of 1995 [2 U.S.C. Sections 1311-1317], as amended; the Age Discrimination in Employment Act [29 U.S.C. § 621 *et seq.*] (“ADEA”), as amended; the Americans with Disabilities Act [42 U.S.C. Sections 12101-12213], as amended (“ADA”); the ADA Amendments Act of 2008 (“ADAAA”); the Rehabilitation Act of 1973 [29 U.S.C. Section 791, *et seq.*], as amended; the Employee Polygraph Protection Act of 1988 [29 U.S.C. Sections 2001, *et seq.*], as amended (“PPA”); the Internal Revenue Code [Title 26, U.S.C.], as amended (“IRC”); the Equal Pay Act [29 U.S.C. Section 206(d)], as amended (“EPA”); the Lilly Ledbetter Fair Pay Act of 2009; Title VII of the Civil Rights Act of 1964 [42 U.S.C. Sections 2000e- 2000e-17J, as amended (“CRA”); the Civil Rights Act of 1991; Elliott-Larsen Civil Rights Act, as amended; the Revised Statutes [42 U.S.C. Sections 1981, 1983 or 1985], as amended;
- g. claims under the Florida Civil Human Rights Act [Fla. Stat. Ann. Sections 760.01 *et seq.*], as amended; The AIDS Act [Fla. Stat. Ann. Sections 760.50 *et seq.*]; Florida Wage Discrimination Law [Fla. Stat. Ann. Section 725.07], as amended; Florida False Claims Act [Fla. Stat. Ann. Sections 68.081 *et seq.*]; the Florida Minimum Wage Act; Whistleblower’s Act [Fla. Stat. Ann. Sections 112.3187 *et seq.*]; Wage Payment Laws [Fla. Stat. Ann. Sections 448.109 to 448.110]; worker’s compensation retaliation;
- h. claims under the New York Labor Law, New York State Human Rights Law [N.Y. Exec. Law §§ 296, *et seq.*]; New York City Commission on Human Rights Law [NYC Code § 8-101]; New York Equal Pay Law [N.Y. Lab. Law § 194]; New York Equal Rights Law (N.Y. Civ. Rights Law § 40); New York Off-duty Conduct Lawful Activities Discrimination Law [N.Y. Lab. Law § 201-d]; New York Minimum Wage Act [N.Y. Lab. Law §§ 650 to 665]; New York Wage and Hour Law [N.Y. Lab. Law §§ 190, *et seq.*]; New York Whistleblower Statute [N.Y. Lab. Law § 740]; New York Workers’ Adjustment and Retraining Notification Acts, as amended (the New York “Warn” Laws) [N.Y. Lab. Art. 25-A, §§ 860A to 8601]; and
- i. claims for severance payments or other benefits pursuant to the CONMED Management Severance Plan and the CONMED Severance Plan.

Employee also specifically acknowledges and agrees that she is waiving on behalf of herself and her attorneys’ all claims for fees and expenses and court costs. Employee is also waiving her right to recover in her own lawsuit, as well as the right to recover in a suit brought by any other entity or person on Employee’s behalf. Employee is not waiving any rights or claims which may arise after the date Employee signs this agreement

**4. Exclusion.** This Agreement does not prohibit Employee from challenging the validity of this Agreement’s waiver and release of claims under the ADEA. Also excluded from the General Release is (a) rights or entitlements, if any, Employee may have to directors’ and officer’s insurance coverage and/or indemnification; (b) rights under the Letter Agreement; (c) rights to any vested retirement or other benefits; or (d) Employee’s right to file a charge with an administrative agency or participate in any agency investigation. Employee is, however, waiving her right to recover money in connection with such a charge or investigation. Employee is also waiving her right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal state or local agency provided that Employee does not waive, and this letter shall not be read as requiring Employee to waive, any right Employee may have to receive an award for information provided to any governmental entity.

**5. Savings Clause.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions nonetheless shall remain fully valid and enforceable.

**6. Entire Agreement.** This Agreement sets forth the entire agreement between Employee and the Company, other than any contemporaneous agreement, any employment agreement signed by Employee at the time of hire, the Letter Agreement, and any supplemental release required thereunder and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter of this Agreement other than the Letter Agreement. By countersigning this Agreement Employee acknowledges that in doing so she has not relied upon any representation or statement not set forth in this Agreement made by the undersigned or any other representative of the Company, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than in the Letter Agreement.

**7. Choice of Law and Arbitration.** This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the execution or performance hereof, shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall, to the fullest extent permitted by law, be finally settled by confidential arbitration. Such arbitration will be conducted before the American Arbitration Association ("AAA") in New York, New York in accordance with the AAA Employment Arbitration Rules and Mediation Procedures (the "Rules") by a mutually agreed upon single arbitrator, or if agreement is not reached, by an arbitrator selected in accordance with the Rules. Any arbitral determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction.

**8. Age Discrimination Release Notification.** You acknowledge that as part of this Agreement you are releasing and waiving all charges, claims, and complaints under the Age Discrimination in Employment Act ("ADEA") and you are agreeing not to sue the Releasees in connection with any of Your rights under the ADEA. In order for you to waive Your ADEA rights through this Agreement, pursuant to the requirements of 29 U.S.C. 1626, You acknowledge and agree that:

- a. You knowingly and voluntarily execute this Agreement and release, waive, and agree not to sue the Releasees; and
- b. the release, waiver and agreement not to sue includes settlement of any allegation of age discrimination arising under the ADEA; and
- c. the release, waiver, and agreement not to sue includes all claims under the ADEA arising up to and including the date of execution of this release, but not claims occurring thereafter; and
- d. You have been advised to consult with an attorney concerning Your rights and obligations under the release, waiver, and agreement not to sue and before signing this Agreement; and
- e. this Agreement is written in a manner that You can understand, and You have fully considered the terms and conditions of this Agreement; and
- f. You are not releasing or waiving any rights that You are prohibited by law, rule, or regulation from releasing or waiving; and
- g. You have been given a reasonable period of time from receipt of this Agreement, to consider this Agreement before executing it and that you may accept and sign this Agreement before expiration of the twenty-one (21) day time period following your receipt of this Agreement, but you are not required to do so by the Company; and
- h. You understand that after signing this Agreement, you may revoke your acceptance within seven (7) days by providing written notice of revocation to Curt Hartman at 11311 Concept Blvd, Largo, FL 33773. This Agreement will become effective on the eighth (8th) day following your signature (the "Effective Date").

TO THE EMPLOYEE: THIS IS AN IMPORTANT DOCUMENT. WHEN YOU SIGN THIS AGREEMENT, YOU ARE WAIVING CERTAIN RIGHTS THAT YOU HAVE UNDER STATE AND FEDERAL EMPLOYMENT LAWS. YOU MAY DESIRE TO CONSULT WITH A LAWYER BEFORE SIGNING THIS DOCUMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONMED Corporation

/s/ Curt R. Hartman

By: Curt R. Hartman

Title: Chair of the Board, President, and  
Chief Executive Officer

ACCEPTED AND AGREED:

/s/ Heather L. Cohen  
\_\_\_\_\_  
Heather L. Cohen



## Annex B

To protect the confidential information and other trade secrets of the Company, you agree that:

- Covenant Not to Solicit: During your employment with the Company and for a period of 12 months thereafter, to the fullest extent permitted by law and applicable rules, you will not: (i) Solicit any Client to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Company, (ii) interfere with or damage any relationship between the Company and a Client or (iii) Solicit anyone who is then an employee of the Company to resign from the Company or to apply for or accept employment with any other business or enterprise except pursuant to a general solicitation of employment which is not directed specifically to any such employees.
- Covenant Not to Compete: During your employment with the Company and for a period of 12 months thereafter, to the fullest extent permitted by law and applicable rules, you will not, directly or indirectly, alone or jointly, with any person or entity, participate in, engage in, consult with, advise, be employed by, own (wholly or partially), possess an interest in, or in any other manner be involved with, any Competitive Enterprise. Notwithstanding the foregoing, you will not be prohibited from passively owning less than 1% of the securities of any publicly traded corporation. You agree that the covenants contained in this bullet are reasonable and desirable to protect the Confidential Information of the Company and its affiliates.
- Covenant Not to Disparage: Subject to the exceptions noted below, during your employment with the Company and thereafter, you will not make any statement that would libel, slander or disparage the Company, any of its subsidiaries or their respective past or present officers, directors, employees or agents.
- Confidentiality: Subject to the exceptions noted below, during your employment and thereafter, you will hold in a fiduciary capacity for the benefit of the Company all trade secrets and confidential information, knowledge or data relating to the Company and its businesses and investments, which will have been obtained by you during your employment by the Company and which is not generally available public knowledge. Except as may be required or appropriate in connection with your carrying out your duties you will not, unless otherwise permitted by this agreement, required or permitted by law or any legal process, any statutory obligation or order of any court or statutory tribunal of competent jurisdiction, or as is necessary in connection with any adversarial proceeding against the Company (in which case you will use your reasonable best efforts in cooperating with the Company in obtaining a protective order against disclosure by a court of competent jurisdiction), communicate or divulge any such trade secrets, information, knowledge or data to anyone other than the Company and those designated by the Company or on behalf of the Company in the furtherance of its business or to perform duties hereunder.

You are hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provide that an individual cannot be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (1) in confidence to federal, state or local government officials, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of the law, (2) under seal in a complaint or other document filed in a lawsuit or other proceeding, or (3) to your attorney in connection with a lawsuit for retaliation for reporting a suspected violation of law (and the trade secret may be used in the court proceedings for such lawsuit) as long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order.

- Exceptions: You understand that nothing in this Agreement, or any other agreement between you and the Company, shall in any way limit or prohibit you from engaging in any Protected Activity. "Protected Activity," shall mean filing a charge, complaint, or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Agencies"), or discussing the terms and conditions of your employment

with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. You understand that in connection with such Protected Activity, you are permitted to disclose documents or other information to Agencies as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute confidential information of the Company to any parties other than the relevant Agencies. You further understand that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement..

The following terms used in this Annex B have the meanings indicated below:

- "*Client*" means any client or prospective client of the Company to whom you provided services, or for whom you transacted business, or whose identity became known to you in connection with your relationship with or employment by the Company.
- "*Competitive Enterprise*" means (i) any business competing with the businesses of the Company or any of its subsidiaries, or (ii) any business in which the Company or any of its subsidiaries has entertained discussions or has requested and received information relating to the acquisition of such business by the Company or any of its subsidiaries during the six-month period immediately preceding the date of your termination of employment.
- "*Solicit*" means any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages or requests any person to take or refrain from taking any action.

It is the intent and desire of the parties that the restrictive provisions of this Annex B be enforced to the fullest extent permissible under the laws and public policies as applied in each jurisdiction in which enforcement is sought. If any particular provision of this Annex B is determined to be invalid or unenforceable, such covenant shall be amended, without any action on the part of either party, to delete the portion determined to be invalid or unenforceable (such deletion to apply only with respect to the operation of such covenant in the particular jurisdiction in which such adjudication is made). Your obligations under this Annex B shall survive the termination of your employment.