

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

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

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

For the quarterly period ended
March 31, 2026

Commission File Number
001-39218

CONMED CORPORATION

(Exact name of the registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

16-0977505

(I.R.S. Employer Identification No.)

11311 Concept Blvd Largo, Florida
(Address of principal executive offices)

33773
(Zip Code)

(727) 392-6464

(Registrant's telephone number, including area code)

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

| <u>Title of each class</u> | <u>Trading Symbol</u> | <u>Name of each exchange on which registered</u> |
|--------------------------------|-----------------------|--|
| Common Stock, \$0.01 par value | CNMD | NYSE |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

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

Large accelerated filer Accelerated filer Non-accelerated filer

Smaller reporting company Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

The number of shares outstanding of registrant's common stock, as of April 27, 2026 is 30,109,194 shares.

CONMED CORPORATION
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED MARCH 31, 2026
PART I FINANCIAL INFORMATION

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PART I FINANCIAL INFORMATION

Item 1.

CONMED CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited, in thousands except per share amounts)

| | Three Months Ended | |
|------------------------------------|--------------------|------------|
| | March 31, | |
| | 2026 | 2025 |
| Net sales | \$ 317,046 | \$ 321,256 |
| Cost of sales | 133,599 | 143,504 |
| Gross profit | 183,447 | 177,752 |
| Selling and administrative expense | 141,699 | 148,847 |
| Research and development expense | 16,333 | 12,947 |
| Operating expenses | 158,032 | 161,794 |
| Income from operations | 25,415 | 15,958 |
| Interest expense | 7,060 | 8,286 |
| Income before income taxes | 18,355 | 7,672 |
| Provision for income taxes | 4,527 | 1,636 |
| Net income | \$ 13,828 | \$ 6,036 |
| Comprehensive income | \$ 15,436 | \$ 7,501 |
| <i>Per share data:</i> | | |
| Net income | | |
| Basic | \$ 0.45 | \$ 0.19 |
| Diluted | 0.45 | 0.19 |
| Weighted average common shares | | |
| Basic | 30,588 | 30,973 |
| Diluted | 30,621 | 31,151 |

See notes to consolidated condensed financial statements.

CONMED CORPORATION
CONSOLIDATED CONDENSED BALANCE SHEETS
(Unaudited, in thousands except share and per share amounts)

| | March 31, 2026 | December 31, 2025 |
|--|---------------------|----------------------|
| ASSETS | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 35,030 | \$ 40,817 |
| Accounts receivable, net | 228,661 | 247,830 |
| Inventories | 366,106 | 355,544 |
| Prepaid expenses and other current assets | 40,794 | 28,669 |
| Total current assets | <u>670,591</u> | <u>672,860</u> |
| Property, plant and equipment, net | 111,964 | 113,331 |
| Goodwill | 806,858 | 807,011 |
| Other intangible assets, net | 573,804 | 582,051 |
| Other assets | 151,725 | 150,496 |
| Total assets | <u>\$ 2,314,942</u> | <u>\$ 2,325,749</u> |
| LIABILITIES AND SHAREHOLDERS' EQUITY | | |
| Current liabilities: | | |
| Current portion of long-term debt | \$ 711 | \$ 712 |
| Accounts payable | 105,416 | 93,648 |
| Accrued compensation and benefits | 60,886 | 82,139 |
| Other current liabilities | 125,703 | 138,542 |
| Total current liabilities | <u>292,716</u> | <u>315,041</u> |
| Long-term debt | 860,157 | 834,230 |
| Deferred income taxes | 81,376 | 79,530 |
| Other long-term liabilities | 63,020 | 63,851 |
| Total liabilities | <u>1,297,269</u> | <u>1,292,652</u> |
| Commitments and contingencies | | |
| Shareholders' equity: | | |
| Preferred stock, par value \$0.01 per share; authorized 500,000 shares; none outstanding | — | — |
| Common stock, par value \$0.01 per share; 100,000,000 shares authorized; 31,299,194 shares issued in 2026 and 2025, respectively | 313 | 313 |
| Paid-in capital | 508,494 | 503,200 |
| Retained earnings | 602,594 | 588,766 |
| Accumulated other comprehensive loss | (44,687) | (46,295) |
| Less: 1,155,488 and 328,097 shares of common stock in treasury, at cost, in 2026 and 2025, respectively | (49,041) | (12,887) |
| Total shareholders' equity | <u>1,017,673</u> | <u>1,033,097</u> |
| Total liabilities and shareholders' equity | <u>\$ 2,314,942</u> | <u>\$ 2,325,749</u> |

See notes to consolidated condensed financial statements.

CONMED CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited, in thousands except per share amounts)

| | Common Stock | | Paid-in Capital | Retained Earnings | Accumulated Other Comprehensive Loss | Treasury Stock | Shareholders' Equity |
|--|--------------|--------|-----------------|-------------------|--------------------------------------|----------------|----------------------|
| | Shares | Amount | | | | | |
| Balance at December 31, 2025 | 31,299 | \$ 313 | \$ 503,200 | \$ 588,766 | \$ (46,295) | \$ (12,887) | \$ 1,033,097 |
| Common stock issued under employee plans | | | (208) | | | 1,233 | 1,025 |
| Stock-based compensation | | | 5,502 | | | | 5,502 |
| Repurchases of common stock ^(a) | | | | | | (37,387) | (37,387) |
| Comprehensive income: | | | | | | | |
| Cash flow hedging gain, net | | | | | 3,061 | | |
| Pension liability, net | | | | | 213 | | |
| Foreign currency translation adjustments | | | | | (1,666) | | |
| Net income | | | | 13,828 | | | |
| Total comprehensive income | | | | | | | 15,436 |
| Balance at March 31, 2026 | 31,299 | \$ 313 | \$ 508,494 | \$ 602,594 | \$ (44,687) | \$ (49,041) | \$ 1,017,673 |

^(a) Inclusive of excise taxes

| | Common Stock | | Paid-in Capital | Retained Earnings | Accumulated Other Comprehensive Loss | Treasury Stock | Shareholders' Equity |
|--|--------------|--------|-----------------|-------------------|--------------------------------------|----------------|----------------------|
| | Shares | Amount | | | | | |
| Balance at December 31, 2024 | 31,299 | \$ 313 | \$ 476,575 | \$ 560,277 | \$ (58,857) | \$ (15,627) | \$ 962,681 |
| Common stock issued under employee plans | | | (1,340) | | | 1,117 | (223) |
| Stock-based compensation | | | 13,863 | | | | 13,863 |
| Dividends on common stock (\$0.20 per share) | | | | (6,186) | | | (6,186) |
| Comprehensive income: | | | | | | | |
| Cash flow hedging loss, net | | | | | (3,669) | | |
| Pension liability, net | | | | | 268 | | |
| Foreign currency translation adjustments | | | | | 4,866 | | |
| Net income | | | | 6,036 | | | |
| Total comprehensive income | | | | | | | 7,501 |
| Balance at March 31, 2025 | 31,299 | \$ 313 | \$ 489,098 | \$ 560,127 | \$ (57,392) | \$ (14,510) | \$ 977,636 |

See notes to consolidated condensed financial statements.

CONMED CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(Unaudited, in thousands)

| | Three Months Ended | |
|--|---------------------------|------------------|
| | March 31, | |
| | 2026 | 2025 |
| Cash flows from operating activities: | | |
| Net income | \$ 13,828 | \$ 6,036 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation | 4,174 | 4,235 |
| Amortization of deferred debt issuance costs | 1,276 | 1,443 |
| Amortization | 14,663 | 14,018 |
| Stock-based compensation | 5,502 | 13,863 |
| Deferred income taxes | 1,535 | (2,659) |
| Gain on sale of a product line | (3,916) | — |
| Non-cash adjustments to fair value of contingent consideration liability | 722 | 3,962 |
| Increase (decrease) in cash flows from changes in assets and liabilities: | | |
| Accounts receivable | 18,606 | 18,984 |
| Inventories | (12,269) | (7,475) |
| Accounts payable | 10,480 | (7,317) |
| Accrued compensation and benefits | (21,153) | (8,181) |
| Other assets | (17,215) | (5,422) |
| Other liabilities | (2,761) | 10,047 |
| Net cash provided by operating activities | <u>13,472</u> | <u>41,534</u> |
| Cash flows from investing activities: | | |
| Proceeds from sale of a product line | 7,000 | — |
| Purchases of property, plant and equipment | (2,892) | (3,779) |
| Other | — | 850 |
| Net cash provided by (used in) investing activities | <u>4,108</u> | <u>(2,929)</u> |
| Cash flows from financing activities: | | |
| Payments on term loan | — | (14,588) |
| Payments on revolving line of credit | (155,000) | (166,000) |
| Proceeds from revolving line of credit | 180,000 | 166,000 |
| Repurchases of common stock | (37,017) | — |
| Payments related to contingent consideration | (11,364) | (7,166) |
| Dividends paid on common stock | — | (6,180) |
| Other, net | 828 | (464) |
| Net cash used in financing activities | <u>(22,553)</u> | <u>(28,398)</u> |
| Effect of exchange rate changes on cash and cash equivalents | (814) | 819 |
| Net increase (decrease) in cash and cash equivalents | (5,787) | 11,026 |
| Cash and cash equivalents at beginning of period | <u>40,817</u> | <u>24,459</u> |
| Cash and cash equivalents at end of period | <u>\$ 35,030</u> | <u>\$ 35,485</u> |
| Non-cash financing activities: | | |
| Dividends payable | \$ — | \$ 6,186 |

See notes to consolidated condensed financial statements.

CONMED CORPORATION
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(Unaudited, in thousands except per share amounts)

Note 1 - Operations

CONMED Corporation (“CONMED”, the “Company”, “we” or “us”) is a medical technology company that provides devices and equipment for surgical procedures. The Company’s products are used by surgeons and other healthcare professionals in a variety of specialties including orthopedics, general surgery, gynecology, and thoracic surgery.

During the quarter ended March 31, 2026, the Company sold certain assets related to our gastroenterology product lines for \$7.0 million. We recorded a gain of \$3.9 million on this sale to selling and administrative expense.

Note 2 - Interim Financial Information

The accompanying unaudited consolidated condensed financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for annual financial statements. The information herein reflects all normal recurring material adjustments, which are, in the opinion of management, necessary to fairly state the results for the periods presented. The consolidated condensed financial statements herein consist of all wholly-owned domestic and foreign subsidiaries with all significant intercompany transactions eliminated. Results for the period ended March 31, 2026 are not necessarily indicative of the results that may be expected for the year ending December 31, 2026.

The consolidated condensed financial statements and notes thereto should be read in conjunction with the consolidated financial statements and notes for the year ended December 31, 2025 included in our Annual Report on Form 10-K.

Use of Estimates

The preparation of the consolidated condensed financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and judgments which affect the reported amounts of assets, liabilities and related disclosures of contingent assets and liabilities at the date of the consolidated condensed financial statements and the reported amount of revenue and expenses during the reporting period. While there has been uncertainty and disruption in the global economy and financial markets, we are not aware of any specific event or circumstance that would require an update to our estimates or judgments or a revision of the carrying value of our assets or liabilities as of April 30, 2026, the date of issuance of this Quarterly Report on Form 10-Q. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

Note 3 - New Accounting Pronouncements

Recently Issued Accounting Standards, Not Yet Adopted

In September 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-06 - Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. The standard removes all references to software development stages. It also requires that an entity capitalizes software when both: (1) management has authorized and committed funding to the project and (2) it is probable that the project will be completed and the software is used to perform the intended function. This ASU may be adopted prospectively, retrospectively, or on a modified transition approach based on the status of the project and whether software costs were capitalized before the date of adoption. It is effective for annual periods beginning after December 15, 2027 and interim periods within fiscal years beginning after December 15, 2027 with early adoption permitted. We are currently evaluating the impact this ASU will have on our consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03 - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40) as clarified by ASU 2025-01. The standard requires disaggregation of certain expense captions into specified categories in disclosures within the footnotes on an annual and interim basis. Any relevant expense caption presented on the face of the income statement within continuing operations are required to be disaggregated by the following natural expense categories: (1) purchases of inventory, (2) employee compensation, (3) depreciation, and (4) intangible asset

amortization. This ASU can be adopted prospectively or retrospectively and is effective for annual periods beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. We expect this ASU to only impact our disclosures with no impact to the consolidated financial statements.

Note 4 - Revenues

The following tables present revenue disaggregated by primary geographic market where the products are sold, by product line and timing of revenue recognition:

| | Three Months Ended March 31, 2026 | | | Three Months Ended March 31, 2025 | | |
|---|--------------------------------------|--------------------|-------------------|--------------------------------------|--------------------|-------------------|
| | Orthopedic Surgery | General Surgery | Total | Orthopedic Surgery | General Surgery | Total |
| Primary Geographic Markets | | | | | | |
| United States | \$ 55,933 | \$ 117,122 | \$ 173,055 | \$ 53,016 | \$ 130,746 | \$ 183,762 |
| Europe, Middle East & Africa | 38,485 | 30,652 | 69,137 | 35,207 | 28,469 | 63,676 |
| Asia Pacific | 30,837 | 11,121 | 41,958 | 29,123 | 14,589 | 43,712 |
| Americas (excluding the United States) | 22,408 | 10,488 | 32,896 | 20,944 | 9,162 | 30,106 |
| Total sales from contracts with customers | <u>\$ 147,663</u> | <u>\$ 169,383</u> | <u>\$ 317,046</u> | <u>\$ 138,290</u> | <u>\$ 182,966</u> | <u>\$ 321,256</u> |
| Timing of Revenue Recognition | | | | | | |
| Goods transferred at a point in time | \$ 136,784 | \$ 166,490 | \$ 303,274 | \$ 127,548 | \$ 180,517 | \$ 308,065 |
| Services transferred over time | 10,879 | 2,893 | 13,772 | 10,742 | 2,449 | 13,191 |
| Total sales from contracts with customers | <u>\$ 147,663</u> | <u>\$ 169,383</u> | <u>\$ 317,046</u> | <u>\$ 138,290</u> | <u>\$ 182,966</u> | <u>\$ 321,256</u> |

Contract liability balances related to the sale of extended warranties to customers are as follows:

| | March 31, 2026 | December 31, 2025 |
|--------------------|------------------|-------------------|
| Contract liability | <u>\$ 23,405</u> | <u>\$ 21,967</u> |

Revenue recognized during the three months ended March 31, 2026 and March 31, 2025 from amounts included in contract liabilities at the beginning of the periods were \$5.3 million and \$5.0 million, respectively. There were no material contract assets as of March 31, 2026 and December 31, 2025.

Note 5 - Comprehensive Income

Comprehensive income consists of the following:

| | Three Months Ended March 31, | |
|---|-------------------------------------|-------------|
| | 2026 | 2025 |
| Net income | \$ 13,828 | \$ 6,036 |
| Other comprehensive income (loss): | | |
| Cash flow hedging gain (loss), net of income tax (income tax expense (benefit) of \$980 and \$(1,173) for the three months ended March 31, 2026 and 2025, respectively) | 3,061 | (3,669) |
| Pension liability, net of income tax (income tax expense of \$69 and \$86 for the three months ended March 31, 2026 and 2025, respectively) | 213 | 268 |
| Foreign currency translation adjustment | (1,666) | 4,866 |
| Comprehensive income | \$ 15,436 | \$ 7,501 |

Accumulated other comprehensive loss consists of the following:

| | Cash Flow Hedging Gain (Loss) | Pension Liability | Cumulative Translation Adjustments | Accumulated Other Comprehensive Loss |
|---|--------------------------------------|--------------------------|---|---|
| Balance, December 31, 2025 | \$ (905) | \$ (14,287) | \$ (31,103) | \$ (46,295) |
| Other comprehensive income (loss) before reclassifications, net of tax | 3,001 | — | (1,666) | 1,335 |
| Amounts reclassified from accumulated other comprehensive income (loss) before tax ^a | 80 | 282 | — | 362 |
| Income tax | (20) | (69) | — | (89) |
| Net current-period other comprehensive income (loss) | 3,061 | 213 | (1,666) | 1,608 |
| Balance, March 31, 2026 | \$ 2,156 | \$ (14,074) | \$ (32,769) | \$ (44,687) |

| | Cash Flow Hedging Gain (Loss) | Pension Liability | Cumulative Translation Adjustments | Accumulated Other Comprehensive Loss |
|---|--------------------------------------|--------------------------|---|---|
| Balance, December 31, 2024 | \$ 4,297 | \$ (16,880) | \$ (46,274) | \$ (58,857) |
| Other comprehensive gain (loss) before reclassifications, net of tax | (2,786) | — | 4,866 | 2,080 |
| Amounts reclassified from accumulated other comprehensive income (loss) before tax ^a | (1,165) | 354 | — | (811) |
| Income tax | 282 | (86) | — | 196 |
| Net current-period other comprehensive income (loss) | (3,669) | 268 | 4,866 | 1,465 |
| Balance, March 31, 2025 | \$ 628 | \$ (16,612) | \$ (41,408) | \$ (57,392) |

^(a) The cash flow hedging gain (loss) and pension liability accumulated other comprehensive loss components are included in sales or cost of sales and as a component of net periodic pension cost, respectively. Refer to Note 6 and Note 12, respectively, for further details.

Note 6 - Fair Value Measurement

We enter into derivative instruments for risk management purposes only. We operate internationally and, in the normal course of business, are exposed to fluctuations in interest rates, foreign exchange rates and commodity prices. These fluctuations can increase the costs of financing, investing and operating the business. We use forward contracts, a type of derivative instrument, to manage certain foreign currency exposures.

By nature, all financial instruments involve market and credit risks. We enter into forward contracts with major investment grade financial institutions and have policies to monitor the credit risk of those counterparties. While there can be no assurance, we do not anticipate any material non-performance by any of these counterparties.

Foreign Currency Forward Contracts. We hedge forecasted intercompany sales denominated in foreign currencies through the use of forward contracts. We account for these forward contracts as cash flow hedges. To the extent these forward contracts meet hedge accounting criteria, changes in their fair value are not included in current earnings but are included in accumulated other comprehensive loss. These changes in fair value will be recognized into earnings as a component of sales or cost of sales when the forecasted transaction occurs.

We also enter into forward contracts to exchange foreign currencies for United States dollars in order to hedge our currency transaction exposures on intercompany receivables designated in foreign currencies. These forward contracts settle each month at month-end, at which time we enter into new forward contracts. We have not designated these forward contracts as hedges and have not applied hedge accounting to them.

The following table presents the notional contract amounts for forward contracts outstanding:

| | FASB ASC Topic 815 Designation | As of | |
|----------------------------|-----------------------------------|----------------|-------------------|
| | | March 31, 2026 | December 31, 2025 |
| Forward exchange contracts | Cash flow hedge | \$ 246,984 | \$ 239,588 |
| Forward exchange contracts | Non-designated | 56,877 | 49,459 |

The remaining time to maturity as of March 31, 2026 is within two years for hedge designated foreign exchange contracts and approximately one month for non-hedge designated forward exchange contracts.

Statement of comprehensive income presentation

Derivatives designated as cash flow hedges

Foreign exchange contracts designated as cash flow hedges had the following effects on accumulated other comprehensive income (loss) ("AOCI") and net earnings on our consolidated condensed statements of comprehensive income and our consolidated condensed balance sheets:

| Derivative Instrument | Amount of Gain (Loss) Recognized in AOCI | | Consolidated Condensed Statements of Comprehensive Income | | Amount of Gain (Loss) Reclassified from AOCI | | |
|----------------------------|---|------------|--|------------|---|------------|----------|
| | Three Months Ended March 31, | | | | | | |
| | | | Total Amount of Line Item Presented | | | | |
| | 2026 | 2025 | Location of amount reclassified | 2026 | 2025 | 2026 | 2025 |
| Foreign exchange contracts | \$ 3,961 | \$ (3,677) | Net Sales | \$ 317,046 | \$ 321,256 | \$ (1,000) | \$ 1,851 |
| | | | Cost of Sales | 133,599 | 143,504 | 920 | (686) |
| Pre-tax gain (loss) | \$ 3,961 | \$ (3,677) | | | | \$ (80) | \$ 1,165 |
| Tax expense (benefit) | 960 | (891) | | | | (20) | 282 |
| Net gain (loss) | \$ 3,001 | \$ (2,786) | | | | \$ (60) | \$ 883 |

At March 31, 2026, \$1.7 million of net unrealized gain on forward contracts accounted for as cash flow hedges, and included in accumulated other comprehensive loss, are expected to be recognized in earnings in the next twelve months.

Derivatives not designated as cash flow hedges

Net losses from derivative instruments not accounted for as hedges and gains (losses) on our intercompany receivables on our consolidated condensed statements of comprehensive income were:

| Derivative Instrument | Location on Consolidated Condensed Statements of Comprehensive Income | Three Months Ended March 31, | |
|---|--|------------------------------|----------|
| | | 2026 | 2025 |
| Net loss on currency forward contracts | Selling and administrative expense | \$ (714) | \$ (789) |
| Net gain (loss) on currency transaction exposures | Selling and administrative expense | \$ (329) | \$ 141 |

Balance sheet presentation

We record these forward foreign exchange contracts at fair value. The following tables summarize the fair value for forward foreign exchange contracts outstanding at March 31, 2026 and December 31, 2025:

| March 31, 2026 | Location on Consolidated Condensed Balance Sheet | Asset Fair Value | Liabilities Fair Value | Net Fair Value |
|---|---|-------------------------|-------------------------------|-----------------------|
| Derivatives designated as hedged instruments: | | | | |
| Foreign exchange contracts | Prepaid expenses and other current assets | \$ 5,276 | \$ (3,086) | \$ 2,190 |
| Foreign exchange contracts | Other assets | 972 | (316) | 656 |
| | | <u>\$ 6,248</u> | <u>\$ (3,402)</u> | <u>\$ 2,846</u> |
| Derivatives not designated as hedging instruments: | | | | |
| Foreign exchange contracts | Other current liabilities | 7 | (424) | (417) |
| Total derivatives | | <u>\$ 6,255</u> | <u>\$ (3,826)</u> | <u>\$ 2,429</u> |

| December 31, 2025 | Location on Consolidated Condensed Balance Sheet | Asset Fair Value | Liabilities Fair Value | Net Fair Value |
|---|---|-------------------------|-------------------------------|-----------------------|
| Derivatives designated as hedged instruments: | | | | |
| Foreign exchange contracts | Other current liabilities | \$ 4,389 | \$ (5,223) | \$ (834) |
| Foreign exchange contracts | Other long-term liabilities | 46 | (407) | (361) |
| | | <u>\$ 4,435</u> | <u>\$ (5,630)</u> | <u>\$ (1,195)</u> |
| Derivatives not designated as hedging instruments: | | | | |
| Foreign exchange contracts | Other current liabilities | — | (307) | (307) |
| Total derivatives | | <u>\$ 4,435</u> | <u>\$ (5,937)</u> | <u>\$ (1,502)</u> |

Our forward foreign exchange contracts are subject to a master netting agreement and qualify for netting in the consolidated condensed balance sheets.

Fair Value Disclosure. FASB guidance defines fair value and establishes a framework for measuring fair value and related disclosure requirements. This guidance applies when fair value measurements are required or permitted. The guidance indicates, among other things, that a fair value measurement assumes that the transaction to sell an asset or transfer a liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market for the asset or liability. Fair value is defined based upon an exit price model.

Valuation Hierarchy. A valuation hierarchy was established for disclosure of the inputs to the valuations used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, including interest rates, yield curves and credit risks, or inputs that are derived principally from or corroborated by observable market data through correlation. Level 3 inputs are unobservable inputs based on our own assumptions used to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. There have been no significant changes in the assumptions.

Valuation Techniques. Assets and liabilities carried at fair value and measured on a recurring basis as of March 31, 2026 consist of forward foreign exchange contracts and contingent consideration. The Company values its forward foreign exchange contracts using quoted prices for similar assets. The most significant assumption is quoted currency rates. The value of the forward foreign exchange contract assets and liabilities were valued using Level 2 inputs and are listed in the table above.

The Company values contingent consideration from its acquisitions of In2Bones, Global Inc. ("In2Bones") and Biorez, Inc. ("Biorez") using Level 3 inputs. The contingent consideration was recorded at fair value at the date of acquisition based on the consideration expected to be transferred, estimated as the probability-weighted future cash flows, discounted back to present value. The fair value of contingent consideration is measured using projected payment dates, discount rates, revenue volatilities and projected revenues. The recurring Level 3 fair value measurements of contingent consideration for which the liabilities are recorded include the following significant unobservable inputs as of March 31, 2026:

| Unobservable Input | Assumptions | |
|---------------------------|-------------|--------|
| | In2Bones | Biorez |
| Discount rate | 6.91% | 12.27% |
| Revenue volatility | 17.35% | 20.24% |
| Projected year of payment | 2026 | 2026 |

Adjustments to the fair value of contingent consideration for In2Bones were driven principally by the level of In2Bones revenue. Adjustments to the fair value of contingent consideration for Biorez mainly relate to the passage of time. Changes in the fair value of contingent consideration liabilities for the three months ended March 31, 2026 and 2025 are as follows:

| | In2Bones | | Biorez | |
|---|----------|-----------|-----------|-----------|
| | 2026 | 2025 | 2026 | 2025 |
| Balance as of January 1, | \$ 2,160 | \$ 11,196 | \$ 59,248 | \$ 61,021 |
| Payments | — | — | (11,364) | (7,166) |
| Changes in fair value of contingent consideration | (1,987) | (987) | 2,709 | 4,949 |
| Balance as of March 31, | \$ 173 | \$ 10,209 | \$ 50,593 | \$ 58,804 |

Contingent consideration of \$50.8 million and \$61.4 million is included in other current liabilities in the consolidated condensed balance sheet at March 31, 2026 and December 31, 2025, respectively.

The carrying amounts reported in our consolidated condensed balance sheets for cash and cash equivalents, accounts receivable, accounts payable and variable long-term debt approximate fair value.

Note 7 - Inventories

Inventories consist of the following:

| | March 31, 2026 | December 31, 2025 |
|-----------------|-------------------|----------------------|
| Raw materials | \$ 112,336 | \$ 109,630 |
| Work-in-process | 41,184 | 33,263 |
| Finished goods | 212,586 | 212,651 |
| Total | \$ 366,106 | \$ 355,544 |

Note 8 - Earnings Per Share

Basic earnings per share (“basic EPS”) is computed by dividing net income by the weighted average number of common shares outstanding for the reporting period. Diluted earnings per share (“diluted EPS”) gives effect to all dilutive potential shares.

The following tables set forth the computation of basic and diluted earnings per share for the three months ended March 31, 2026 and 2025:

| | Three Months Ended March 31, | |
|---|------------------------------|----------|
| | 2026 | 2025 |
| Net income | \$ 13,828 | \$ 6,036 |
| Basic weighted average shares outstanding | 30,588 | 30,973 |
| Stock-based awards | 33 | 178 |
| Diluted weighted average shares outstanding | 30,621 | 31,151 |
| Net income (per share) | | |
| Basic | \$ 0.45 | \$ 0.19 |
| Diluted | 0.45 | 0.19 |

The shares used in the calculation of diluted EPS exclude stock options, stock appreciation rights, restricted stock units, and performance share units to purchase shares where the exercise price was greater than the average market price of common shares for the period and the effect of the inclusion would be anti-dilutive. Such shares aggregated approximately 4.3 million for the three months ended March 31, 2026 and 3.4 million for the three months ended March 31, 2025.

Note 9 - Goodwill and Other Intangible Assets

The changes in the net carrying amount of goodwill for the three months ended March 31, 2026 are as follows:

| | |
|---------------------------------|------------|
| Balance as of December 31, 2025 | \$ 807,011 |
| Foreign currency translation | (153) |
| Balance as of March 31, 2026 | \$ 806,858 |

Assets and liabilities of acquired businesses are recorded at their estimated fair values as of the date of acquisition. Goodwill represents costs in excess of fair values assigned to the underlying net assets of acquired businesses.

Other intangible assets consist of the following:

| | March 31, 2026 | | | December 31, 2025 | |
|--|--|-----------------------|--------------------------|-----------------------|--------------------------|
| | Weighted Average Amortization Period (Years) | Gross Carrying Amount | Accumulated Amortization | Gross Carrying Amount | Accumulated Amortization |
| Intangible assets with definite lives: | 22 | | | | |
| Customer and distributor relationships | 24 | \$ 370,017 | \$ (225,850) | \$ 370,068 | \$ (221,904) |
| Sales representation, marketing and promotional rights | 25 | 149,376 | (85,500) | 149,376 | (84,000) |
| Developed technology | 18 | 317,904 | (68,031) | 317,904 | (65,281) |
| Patents and other intangible assets | 15 | 87,546 | (58,202) | 87,029 | (57,685) |
| Intangible assets with indefinite lives: | | | | | |
| Trademarks and tradenames | | 86,544 | — | 86,544 | — |
| | | <u>\$ 1,011,387</u> | <u>\$ (437,583)</u> | <u>\$ 1,010,921</u> | <u>\$ (428,870)</u> |

Customer and distributor relationships, trademarks and tradenames, developed technology and patents and other intangible assets primarily represent allocations of purchase price to identifiable intangible assets of acquired businesses. Sales representation, marketing and promotional rights represent intangible assets created under our agreement with Musculoskeletal Transplant Foundation.

Amortization expense related to intangible assets which are subject to amortization totaled \$8.7 million for both the three months ended March 31, 2026 and 2025, and is included as a reduction of revenue (for amortization related to our sales representation, marketing and promotional rights) and in selling and administrative expense (for all other intangible assets) in the consolidated condensed statements of comprehensive income.

The estimated intangible asset amortization expense remaining for the year ending December 31, 2026 and for each of the five succeeding years is as follows:

| | Amortization included in expense | Amortization recorded as a reduction of revenue | Total |
|-----------------|----------------------------------|---|-----------|
| Remaining, 2026 | \$ 22,025 | \$ 4,500 | \$ 26,525 |
| 2027 | 30,475 | 6,000 | 36,475 |
| 2028 | 33,935 | 6,000 | 39,935 |
| 2029 | 33,133 | 6,000 | 39,133 |
| 2030 | 34,611 | 6,000 | 40,611 |
| 2031 | 36,058 | 6,000 | 42,058 |

Note 10 - Long-Term Debt

Long-term debt consists of the following:

| | March 31, 2026 | December 31, 2025 |
|---|-------------------|-------------------|
| Revolving line of credit | \$ 25,000 | \$ — |
| Term loan, net of deferred debt issuance costs of \$190 and \$218 in 2026 and 2025, respectively | 39,810 | 39,782 |
| 2.250% convertible notes, net of deferred debt issuance costs of \$5,010 and \$6,073 in 2026 and 2025, respectively | 794,990 | 793,927 |
| Finance leases | 1,068 | 1,233 |
| Total debt | 860,868 | 834,942 |
| Less: Current portion | 711 | 712 |
| Total long-term debt | \$ 860,157 | \$ 834,230 |

Eighth Amended and Restated Senior Credit Agreement

On June 10, 2025, we entered into an eighth amended and restated senior credit agreement consisting of: (a) a \$100.0 million term loan facility and (b) a \$650.0 million revolving credit facility. The revolving credit facility will terminate and the loans outstanding under the term loan facility will expire on June 10, 2030. The term loan was payable in quarterly installments increasing over the term of the facility with the remaining outstanding balance due at maturity. During 2025, we made \$60 million in prepayments on the term loan facility resulting in the elimination of such quarterly payments. Proceeds from the term loan facility and borrowings under the revolving credit facility were used to repay the then existing senior credit agreement. Interest rates are at the Term Secured Overnight Financing Rate ("Term SOFR") (3.688% at March 31, 2026) plus an interest rate margin of 1.125% (4.813% at March 31, 2026). For borrowings where we elect to use the alternate base rate, the initial base rate is the greatest of (i) the Prime Rate, (ii) the New York Federal Reserve Bank Rate plus 0.50% or (iii) the one-month Term SOFR plus 1.00%, plus, in each case, an interest rate margin.

There were \$40.0 million in borrowings outstanding on the term loan facility as of March 31, 2026. There were \$25.0 million in borrowings outstanding under the revolving credit facility as of March 31, 2026. Our available borrowings on the revolving credit facility at March 31, 2026 were \$623.4 million with approximately \$1.6 million of the facility set aside for outstanding letters of credit. The carrying amounts of the term loan and revolving credit facility approximate fair value.

The eighth amended and restated senior credit agreement is collateralized by substantially all of our personal property and assets. The eighth amended and restated senior credit agreement contains covenants and restrictions which, among other things, require the maintenance of certain financial ratios and restrict dividend payments and the incurrence of certain indebtedness and other activities, including acquisitions and dispositions. It also includes a minimum liquidity covenant that commences 91 days prior to the earliest scheduled maturity date of the Company's convertible notes. This covenant requires the Company to maintain liquidity of at least \$75 million plus the aggregate principal amount of the early maturing debt so long as the aggregate principal amount of such early maturing debt exceeds \$200 million. We were in full compliance with these covenants and restrictions as of March 31, 2026. We are also required, under certain circumstances, to make mandatory prepayments with net cash proceeds from the incurrence of certain additional indebtedness, certain asset sales, or insurance proceeds or condemnation awards, in each case, subject to certain exceptions and reinvestment rights.

2.250% Convertible Notes

On June 6, 2022, we issued \$800.0 million aggregate principal amount of 2.250% convertible notes (the "2.250% Notes"). Interest is payable semi-annually in arrears on June 15 and December 15 of each year, commencing December 15, 2022. The 2.250% Notes will mature on June 15, 2027, unless earlier repurchased or converted. The 2.250% Notes represent subordinated unsecured obligations and are convertible under certain circumstances, as defined in the indenture, into a combination of cash and CONMED common stock, with the principal required to be paid in cash. The 2.250% Notes may be converted at an initial conversion rate of 6.8810 shares of our common stock per \$1,000 principal amount of the 2.250% Notes (equivalent to an initial conversion price of approximately \$145.33 per share of common stock). Holders of the 2.250% Notes may convert the 2.250% Notes at their option at any time on or after March 15, 2027 through the second scheduled trading day preceding the maturity date. Holders of the 2.250% Notes will also have the right to convert the 2.250% Notes prior to March 15, 2027, but only upon the occurrence of specified events. The conversion rate is subject to anti-dilution adjustments if certain

events occur. A portion of these proceeds were used to repurchase and extinguish a portion of our then-outstanding 2.625% Convertible Notes (the "2.625% Notes"), pay off our then outstanding balance on our revolving line of credit, pay down of \$60.0 million of our then outstanding term loan and partially pay for the In2Bones Global, Inc. acquisition. In addition, approximately \$115.6 million of the proceeds were used to pay the cost of certain convertible notes hedge transactions related to the 2.250% Notes.

For the three months ended March 31, 2026 and 2025, we have recorded interest expense on the 2.250% Notes of \$4.5 million at the contractual coupon rate of 2.250%.

The estimated fair value of the 2.250% Notes was approximately \$776.8 million as of March 31, 2026 based on a market approach which represents a Level 2 valuation in the fair value hierarchy. The estimated fair value was determined based on the estimated or actual bids and offers of the 2.250% Notes in an over-the-counter market transaction on the last business day of the period.

Convertible Notes Hedge Transactions

In connection with the offering of the 2.250% Notes, we entered into convertible notes hedge transactions with a number of financial institutions (each, an "option counterparty"). The convertible notes hedge transactions cover, subject to anti-dilution adjustments substantially similar to those applicable to the 2.250% Notes, the number of shares of our common stock underlying the 2.250% Notes. Concurrent with entering into the convertible notes hedge transactions, we also entered into separate warrant transactions with each option counterparty whereby we sold to such option counterparty warrants to purchase, subject to customary anti-dilution adjustments, the same number of shares of our common stock.

The convertible notes hedge transactions are expected generally to reduce the potential dilution upon conversion of the 2.250% Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2.250% Notes, as the case may be, in the event that the market price per share of our common stock, as measured under the terms of the convertible notes hedge transactions, is greater than the strike price of the convertible notes hedge transactions, which initially corresponds to the conversion price of the 2.250% Notes and is subject to anti-dilution adjustments substantially similar to those applicable to the conversion rate of the 2.250% Notes. If, however, the market price per share of our common stock, as measured under the terms of the warrant transactions, exceeds the strike price (\$251.53) of the warrants, there would nevertheless be dilution to the extent that such market price exceeds the strike price of the warrants, unless we elect to settle the warrants in cash.

The scheduled maturities of long-term debt outstanding at March 31, 2026 are as follows:

| | | |
|-----------------|----|---------|
| Remaining, 2026 | \$ | — |
| 2027 | | 800,000 |
| 2028 | | — |
| 2029 | | — |
| 2030 | | 65,000 |
| 2031 | | — |

The above amounts exclude deferred debt issuance costs and finance leases.

We believe that our existing cash and cash equivalents, cash flows generated from operations, and borrowings available under the eighth amended and restated senior credit agreement will be sufficient to meet our future cash requirements for at least the next twelve months from the filing of this quarterly report on Form 10-Q. We intend to secure incremental financing to fund the maturity of the \$800.0 million 2.250% Notes due June 15, 2027. There can be no assurance we will be able to obtain such financing on acceptable terms.

Note 11 - Guarantees

We provide warranties on certain of our products at the time of sale and sell extended warranties. The standard warranty period for our capital equipment is generally one year and our extended warranties typically vary from one to three years. Liability under service and warranty policies is based upon a review of historical warranty and service claim experience. Adjustments are made to accruals as claim data and historical experience warrant.

Changes in the liability for standard warranties for the three months ended March 31, are as follows:

| | 2026 | 2025 |
|--------------------------|-----------------|-----------------|
| Balance as of January 1, | \$ 1,323 | \$ 1,445 |
| Provision for warranties | 299 | 96 |
| Claims made | (226) | (151) |
| Balance as of March 31, | <u>\$ 1,396</u> | <u>\$ 1,390</u> |

Costs associated with extended warranty repairs are recorded as incurred and amounted to \$1.3 million and \$1.0 million for the three months ended March 31, 2026 and 2025, respectively.

Note 12 - Pension Plan

Net periodic pension cost consists of the following:

| | Three Months Ended March 31, | |
|---|-------------------------------------|---------------|
| | 2026 | 2025 |
| Service cost | \$ 123 | \$ 164 |
| Interest cost on projected benefit obligation | 818 | 882 |
| Expected return on plan assets | (1,154) | (1,091) |
| Net amortization and deferral | <u>282</u> | <u>354</u> |
| Net periodic pension cost | <u>\$ 69</u> | <u>\$ 309</u> |

We do not expect to make any pension contributions during 2026. Non-service pension cost/(benefit) was immaterial for the three months ended March 31, 2026 and 2025.

Note 13 - Business Segment

We account and report for our business as a single operating segment entity engaged in the development, manufacturing and sale on a global basis of surgical devices and related equipment. The Company derives revenue globally and manages the business on a consolidated basis due to shared infrastructure and resources. Our chief operating decision maker ("CODM"), the President and Chief Executive Officer, evaluates the various global product portfolios on a net sales basis and evaluates profitability, investment, cash flow metrics and allocates resources on a consolidated worldwide basis.

Our product lines consist of orthopedic surgery and general surgery. Orthopedic surgery consists of sports medicine and lower extremities instrumentation and implants, small bone, large bone and specialty powered surgical instruments as well as imaging systems for use in minimally invasive surgical procedures and fees related to sales representation, promotion and marketing of sports medicine allograft tissue. General surgery consists of a complete line of endo-mechanical instrumentation for minimally invasive laparoscopic procedures, clinical insufflation, smoke evacuation devices, a line of cardiac monitoring products as well as electrosurgical generators and related instruments. These product lines' net sales are as follows:

| | Three Months Ended March 31, | |
|------------------------|-------------------------------------|-------------------|
| | 2026 | 2025 |
| Orthopedic surgery | \$ 147,663 | \$ 138,290 |
| General surgery | 169,383 | 182,966 |
| Consolidated net sales | <u>\$ 317,046</u> | <u>\$ 321,256</u> |

The following table includes significant segment expenses:

| | Three Months Ended March 31, | |
|--|-------------------------------------|-----------------|
| | 2026 | 2025 |
| Net sales | \$ 317,046 | \$ 321,256 |
| Cost of sales ^(a) | 133,599 | 143,504 |
| Salesforce and commission expense | 58,217 | 57,432 |
| Marketing expense | 18,114 | 15,874 |
| Distribution expense | 13,255 | 12,033 |
| General and administrative expense | 32,395 | 32,655 |
| Stock-based compensation expense | 5,502 | 13,863 |
| Amortization expense | 7,261 | 7,172 |
| Non-cash adjustments to fair value of contingent consideration liability | 722 | 3,962 |
| Research and development expense ^(b) | 16,333 | 12,947 |
| Interest expense | 7,060 | 8,286 |
| Provision for income taxes | 4,527 | 1,636 |
| Other segment items ^(c) | 6,233 | 5,856 |
| Net income | <u>\$ 13,828</u> | <u>\$ 6,036</u> |

^(a)Cost of sales in 2026 includes a benefit from the early termination of our distribution agreement with W.L. Gore & Associates, Inc.

^(b) Research and development expense includes costs to comply with the European Union's Medical Device Regulations.

^(c)Other segment items consist of (i) consulting fees, legal fees, and other costs related to operational optimization in 2026 and 2025; (ii) cash compensation costs related to advisory services provided by our former Chief Financial Officer and Chief Executive Officer in 2026 and 2025, respectively; (iii) a gain from the sale of certain assets related to gastroenterology products in 2026; (iv) third party services pertaining to review of potential issues with certain royalty payments to surgeons involved in design teams in 2025; and (v) gain on the sale of a product line in 2025.

Total assets for the Company's single operating segment are the same as presented on the Company's consolidated balance sheet, which is used to measure segment performance.

Note 14 - Legal Proceedings

In the ordinary course of business, we are involved in various legal actions involving product liability, employment, intellectual property and commercial disputes, stockholder related matters, environmental proceedings, tax disputes, and governmental proceedings and investigations. We do not expect that the resolution of any pending claims, investigations or reports of alleged misconduct will have a material adverse effect on our financial condition, results of operations or cash flows. There can be no assurance, however, that future claims, investigations, or reports of alleged misconduct, or the costs associated with responding to such claims, investigations or reports of alleged misconduct, especially when not covered by insurance, will not have a material adverse effect on our financial condition, results of operations or cash flows.

We record reserves sufficient to cover probable and estimable losses associated with pending claims. If the reasonable estimate of a probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is recorded. In most cases, significant judgment is required to estimate the amount and timing of a loss to be recorded and actual results may differ from these estimates. The amounts accrued are based on the full amount of the estimated loss before considering insurance proceeds and do not include an estimate for legal fees expected to be incurred in connection with the loss contingency.

For further description of our legal proceedings, reference is made to Note 13, “Legal Proceedings” in the Notes to Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 2.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL
CONDITION
AND RESULTS OF OPERATIONS**

Forward-Looking Statements

In this Quarterly Report on Form 10-Q, we make forward-looking statements about our financial condition, results of operations and business. Forward-looking statements are statements made by us concerning events that may or may not occur in the future. These statements may be made directly in this document or may be "incorporated by reference" from other documents. Such statements may be identified by the use of words such as "anticipates", "expects", "estimates", "intends" and "believes" and variations thereof and other terms of similar meaning.

Forward-looking statements involve known and unknown risks, uncertainties and other factors, including those that may cause our actual results, performance or achievements or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include those identified under "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025 and the following, among others:

- general economic and business conditions, including, without limitation, a potential economic downturn, supply chain challenges and constraints, including the availability and cost of materials, the effects of inflation, and increased interest rates;
- trade protection measures, tariffs and other border taxes, and import or export licensing requirements;
- compliance with and changes in laws and regulatory requirements;
- the failure of any enterprise-wide software programs or information technology systems, or potential disruption associated with updating or implementing new software programs or information technology systems;
- the risk of an information security breach, including a cybersecurity breach;
- pandemics and health crises, and the responses thereto by governments and hospitals;
- the possibility that United States or foreign regulatory and/or administrative agencies may initiate enforcement actions against us or our distributors;
- the introduction and acceptance of new products;
- the ability to advance our product lines, including challenges and uncertainties inherent in product research and development, and the uncertain impact, outcome and cost of ongoing and future clinical trials and market studies;
- competition;
- changes in customer preferences;
- changes in technology;
- cyclical customer purchasing patterns due to budgetary, staffing and other constraints;
- environmental compliance risks, including lack of availability of sterilization with Ethylene Oxide ("EtO") or other compliance costs associated with the use of EtO;
- the quality of our management and business abilities and the judgment of our personnel, as well as our ability to attract, motivate and retain employees at all levels of the Company;
- the availability, terms and deployment of capital;
- current and future levels of indebtedness and capital spending;
- changes in foreign exchange and interest rates;
- the ability to evaluate, finance and integrate acquired businesses, products and companies;
- changes in business strategy;
- the impact of divestitures of products or product portfolios;
- the risk of a lack of allograft tissues due to reduced donations of such tissues or due to tissues not meeting the appropriate high standards for screening and/or processing of such tissues;
- the ability to defend and enforce intellectual property, including the risks related to theft or compromise of intellectual property in connection with our international operations;
- the risk of patent, product and other litigation, as well as the cost associated with such litigation; and
- weather related events which may disrupt our operations.

See "Management's Discussion and Analysis of Financial Condition and Results of Operations" below and "Risk Factors" and "Business" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a further discussion of these factors. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. We do not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events.

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

Overview

CONMED Corporation is a medical technology company that provides devices and equipment for surgical procedures. The Company's products are used by surgeons and other healthcare professionals in a variety of specialties including orthopedics, general surgery, gynecology, and thoracic surgery.

Our product lines consist of orthopedic surgery and general surgery. Orthopedic surgery consists of sports medicine and lower extremities instrumentation and implants, small bone, large bone and specialty powered surgical instruments as well as imaging systems for use in minimally invasive surgery procedures and service fees related to the promotion and marketing of sports medicine allograft tissue. General surgery consists of a complete line of endo-mechanical instrumentation for minimally invasive laparoscopic procedures, clinical insufflation, smoke evacuation devices, a line of cardiac monitoring products as well as electrosurgical generators and related instruments. These product lines as a percentage of consolidated net sales are as follows:

| | Three Months Ended March 31, | |
|------------------------|------------------------------|-------|
| | 2026 | 2025 |
| Orthopedic surgery | 47 % | 43 % |
| General surgery | 53 % | 57 % |
| Consolidated net sales | 100 % | 100 % |

A significant amount of our products are used in surgical procedures with approximately 85% of our revenues derived from the sale of single-use products. Our capital equipment offerings also facilitate the ongoing sale of related single-use products and accessories, thus providing us with a recurring revenue stream. We manufacture substantially all of our products in facilities located in the United States and Mexico. We market our products both domestically and internationally directly to customers and through distributors. International sales approximated 45% and 43% of our consolidated net sales during the three months ended March 31, 2026 and 2025, respectively.

Business Environment

In recent years, the Company has experienced higher manufacturing and operating costs as well as ongoing supply chain challenges. We continue to monitor our spending and expenses in light of these factors. We engaged a consulting firm during the past year to evaluate and propose improvements in our manufacturing operations. In addition, our results of operations are being impacted by tariffs placed on imported goods to the United States as well as exporting of products to other countries. During the first quarter of 2026, the Supreme Court ruled tariffs paid under the International Emergency Economic Powers Act ("IEEPA") were illegal. We are following the process to submit refund claims for such payments however this requires review and approval from the U.S. Customs and Border Protection agency and therefore we have not recorded any receivables related to these potential refunds at this time. See "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025 for more information.

The Company has not been materially impacted by the conflicts in Ukraine and the Middle East. The Company has no direct operations in these regions with our business limited to selling to third party distributors. Total revenues and accounts receivable associated with sales to third party distributors in these regions are not material to the consolidated condensed financial statements. We will continue to monitor and adjust, if necessary, our business strategy in response to the conflicts in these regions.

On December 5, 2025, we announced our intent to exit our gastroenterology product lines as part of our portfolio optimization strategy. This included the termination of our distribution agreement with W.L. Gore & Associates, Inc. ("Gore") for the Gore® VIABIL® biliary stent effective January 1, 2026 and the subsequent sale of certain assets related to our gastroenterology product lines during the three months ended March 31, 2026. We subsequently sold the remaining gastroenterology product lines during April 2026.

Critical Accounting Policies

Preparation of our financial statements requires us to make estimates and assumptions which affect the reported amounts of assets, liabilities, revenues and expenses. Note 1 to the Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2025 describes the significant accounting policies used in preparation of the Consolidated Financial Statements. On an ongoing basis, we evaluate the critical accounting policies used to prepare our consolidated financial statements, including, but not limited to, those related to goodwill and intangible assets, contingent consideration and our pension benefit obligation.

Consolidated Results of Operations

The following table presents, as a percentage of net sales, certain categories included in our consolidated condensed statements of comprehensive income for the periods indicated:

| | Three Months Ended March 31, | |
|------------------------------------|------------------------------|---------|
| | 2026 | 2025 |
| Net sales | 100.0 % | 100.0 % |
| Cost of sales | 42.1 | 44.7 |
| Gross profit | 57.9 | 55.3 |
| Selling and administrative expense | 44.7 | 46.3 |
| Research and development expense | 5.2 | 4.0 |
| Income from operations | 8.0 | 5.0 |
| Interest expense | 2.2 | 2.6 |
| Income before income taxes | 5.8 | 2.4 |
| Provision for income taxes | 1.4 | 0.5 |
| Net income | 4.4 % | 1.9 % |

Net Sales

The following table presents net sales by product line for the three months ended March 31, 2026 and 2025:

| | Three Months Ended | | | | |
|---------------------|--------------------|----------|-------------|----------------------------|-------------------|
| | 2026 | 2025 | As Reported | % Change | |
| | | | | Impact of Foreign Currency | Constant Currency |
| Orthopedic surgery | \$ 147.7 | \$ 138.3 | 6.8 % | -2.3 % | 4.5 % |
| General surgery | 169.3 | 183.0 | -7.4 % | -1.1 % | -8.5 % |
| Net sales | \$ 317.0 | \$ 321.3 | -1.3 % | -1.6 % | -2.9 % |
| Single-use products | \$ 270.0 | \$ 276.3 | -2.3 % | -1.6 % | -3.9 % |
| Capital products | 47.0 | 45.0 | 4.6 % | -1.5 % | 3.1 % |
| Net sales | \$ 317.0 | \$ 321.3 | -1.3 % | -1.6 % | -2.9 % |

Net sales decreased 1.3% in the three months ended March 31, 2026 compared to the same period a year ago due to the exit from many products in the gastroenterology product line during the quarter. Gastroenterology sales were \$9.5 million and \$25.0 million during the three months ended March 31, 2026 and March 31, 2025, respectively. This decrease was partially offset by sales growth in Orthopedic surgery.

- Orthopedic surgery sales increased 6.8% in the three months ended March 31, 2026, primarily due to growth in our procedure-specific and BioBrace® product offerings.

- General surgery sales decreased 7.4% in the three months ended March 31, 2026 primarily due to the exit from many products in the gastroenterology product line during the quarter.

Cost of Sales

Cost of sales decreased to \$133.6 million in the three months ended March 31, 2026 as compared to \$143.5 million in the three months ended March 31, 2025. Gross profit margins increased 260 basis points to 57.9% in the three months ended March 31, 2026 as compared to 55.3% in the three months ended March 31, 2025.

The 260 basis point increase in gross profit margins during the three months ended March 31, 2026 was primarily due to a \$1.9 million benefit resulting from the termination of our distribution agreement with W.L. Gore & Associates, Inc. for the Gore® VIABIL® biliary stent; the favorable impact of foreign currency exchange rates and product mix. In addition, during the three months ended March 31, 2025 we incurred costs of \$3.4 million for the engagement of consultants to evaluate and propose improvements to our supply chain and manufacturing operations.

Selling and Administrative Expense

Selling and administrative expense decreased to \$141.7 million in the three months ended March 31, 2026 as compared to \$148.8 million in the three months ended March 31, 2025. Selling and administrative expense as a percentage of net sales decreased 160 basis points to 44.7% in the three months ended March 31, 2026 as compared to 46.3% in the three months ended March 31, 2025. The decrease in selling and administrative expense as a percentage of sales for the three months ended March 31, 2026 was primarily driven by:

- \$12.2 million of cash and stock-based compensation costs related to advisory services provided by our former Chief Executive Officer in the three months ended March 31, 2025;
- a \$3.9 million benefit resulting from the gain on the sale of certain assets related to gastroenterology products; and
- a decrease of \$3.2 million in costs related to fair value adjustments to contingent consideration (\$0.7 million of expense for the three months ended March 31, 2026 compared to \$4.0 million of expense for the three months ended March 31, 2025), see Note 6

The decrease in selling and administrative expense as a percentage of sales was partially offset by \$7.5 million of consulting fees, legal fees and other costs related to operational optimization during three months ended March 31, 2026; \$3.3 million of cash and stock-based compensation costs related to advisory services provided by our former Chief Financial Officer in the three months ended March 31, 2026; and increased investment into our key growth drivers.

General and administrative costs and amortization expense in the three months ended March 31, 2026 were in line with the three months ended March 31, 2025 as a percentage of sales.

Research and Development Expense

Research and development expense increased to \$16.3 million in the three months ended March 31, 2026 as compared to \$12.9 million in the three months ended March 31, 2025. As a percentage of net sales, research and development expense increased 120 basis points to 5.2% in the three months ended March 31, 2026 as compared to 4.0% in the three months ended March 31, 2025. The increase in research and development expense as a percentage of sales was mainly driven by increased investments into our key growth drivers as well as \$1.2 million in costs to comply with the European Union's Medical Device Regulations in the three months ended March 31, 2026.

Interest Expense

Interest expense decreased to \$7.1 million in the three months ended March 31, 2026 from \$8.3 million in the three months ended March 31, 2025. The weighted average interest rates on our borrowings decreased to 2.62% in the three months ended March 31, 2026 as compared to 2.90% in the three months ended March 31, 2025. The decrease in interest expense in the three months ended March 31, 2026 was driven by lower weighted average borrowings outstanding and lower weighted average interest rates during 2026.

Provision for Income Taxes

The Company's tax provision for interim periods is determined using an estimate of its annual effective tax rate applied to its year-to-date earnings, and also adjusting for discrete items arising in that quarter. In each quarter, the Company updates its

estimate of the annual effective tax rate and if the estimated annual effective tax rate changes, the Company would make a cumulative adjustment in that quarter.

Income tax expense has been recorded at an effective tax rate of 24.7% for the three months ended March 31, 2026 compared to 21.3% for the three months ended March 31, 2025. The higher effective tax rate for the three months ended March 31, 2026 was primarily the result of a lower discrete benefit from changes in unrecognized tax benefits related to acquired federal research credits recorded in 2026 as compared to the same period for 2025. A reconciliation of the United States statutory income tax rate to our effective tax rate is included in our Annual Report on Form 10-K for the year ended December 31, 2025 under Note 8 to the consolidated financial statements.

Non-GAAP Financial Measures

Net sales on a "constant currency" basis is a non-GAAP measure. The Company analyzes net sales on a constant currency basis to better measure the comparability of results between periods. To measure percentage sales growth in constant currency, the Company removes the impact of changes in foreign currency exchange rates that affect the comparability and trend of net sales.

Because non-GAAP financial measures are not standardized, it may not be possible to compare this financial measure with other companies' non-GAAP financial measures having the same or similar names. This adjusted financial measure should not be considered in isolation or as a substitute for reported net sales growth, the most directly comparable GAAP financial measure. This non-GAAP financial measure is an additional way of viewing net sales that, when viewed with our GAAP results, provides a more complete understanding of our business. The Company strongly encourages investors and shareholders to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure.

Liquidity and Capital Resources

Our liquidity needs arise primarily from capital investments, working capital requirements and payments on indebtedness under the eighth amended and restated senior credit agreement. We have historically met these liquidity requirements with funds generated from operations, borrowings under our revolving credit facility and issuances of debt in the capital markets. In addition, we have historically used term borrowings, including borrowings under the eighth amended and restated senior credit agreement and borrowings under separate loan facilities, in the case of real property purchases, to finance our acquisitions, including payments of contingent consideration. We also have the ability to raise funds through the sale of stock or we may issue debt through a private placement or public offering.

Operating cash flows

Our net working capital position was \$377.9 million at March 31, 2026. Net cash provided by operating activities was \$13.5 million and \$41.5 million in the three months ended March 31, 2026 and March 31, 2025, respectively, generated on net income of \$13.8 million and \$6.0 million for the three months ended March 31, 2026 and 2025, respectively. Net income in the three months ended March 31, 2026 included a \$3.9 million gain on the sale of certain assets related to gastroenterology products. In addition, below is a summary of significant changes in assets and liabilities in the three months ended March 31, 2026:

- An increase in cash flows from accounts receivable due to timing of sales and cash receipts;
- A decrease in cash flows from inventory as we increased inventory to mitigate supply chain challenges;
- An increase in cash flows from accounts payable due to the timing of payments;
- A decrease in cash flows from accrued compensation and benefits as a result of higher incentive compensation payments during the period; and
- A decrease in cash flows from other assets due to the timing of payments on prepaid contracts and increases in field inventory.

Investing cash flows

Net cash provided by investing activities in the three months ended March 31, 2026 increased \$7.0 million from the same period a year ago mainly driven by cash proceeds of \$7.0 million from the sale of certain assets related to gastroenterology products. Capital expenditures were \$2.9 million in the three months ended March 31, 2026 compared to \$3.8 million in the same period a year ago.

Financing cash flows

Net cash used in financing activities in the three months ended March 31, 2026 was \$22.6 million compared to net cash used in financing activities of \$28.4 million during 2025. Below is a summary of the significant financing activities impacting the change during the three months ended March 31, 2026 compared to 2025:

- During the three months ended March 31, 2026, we paid \$37.0 million for repurchases of common stock.
- During the three months ended March 31, 2026, we had \$25.0 million in net borrowings on our revolving line of credit and we did not have any net borrowings during the three months ended March 31, 2025.
- During the three months ended March 31, 2026, we paid \$11.4 million in contingent consideration related to the Biorez acquisition compared to \$7.2 million related to the Biorez acquisition in the same period a year ago.
- During the three months ended March 31, 2025, we repaid \$14.6 million on our term loan.
- During the three months ended March 31, 2025, we paid \$6.2 million in dividends.

Other Liquidity Matters

Our cash balances and cash flows generated from operations may be used to fund strategic investments, business acquisitions, including contingent consideration payments, working capital needs, research and development, common stock repurchases and payments of dividends to our shareholders. Management believes that cash flow from operations, including cash and cash equivalents on hand and available borrowing capacity under our eighth amended and restated senior credit agreement, will be adequate to meet our anticipated operating working capital requirements, debt service, funding of capital expenditures, and common stock repurchases in the foreseeable future. In addition, management believes we could access capital markets, as necessary, to fund future business acquisitions.

We are also being impacted by the macro-economic environment and we are experiencing higher manufacturing and operating costs caused by inflationary pressures and ongoing supply chain challenges. We continue to monitor our spending and expenses in light of these factors. However, we may need to take further steps to reduce our costs, or to refinance our debt. See "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, for further discussion.

There were \$40.0 million in borrowings outstanding on the term loan facility as of March 31, 2026. There were \$25.0 million in borrowings outstanding under the revolving credit facility as of March 31, 2026. Our available borrowings on the revolving credit facility at March 31, 2026 were \$623.4 million with approximately \$1.6 million of the facility set aside for outstanding letters of credit.

The eighth amended and restated senior credit agreement is collateralized by substantially all of our personal property and assets. The eighth amended and restated senior credit agreement contains covenants and restrictions which, among other things, require the maintenance of certain financial ratios and restrict dividend payments and the incurrence of certain indebtedness and other activities, including acquisitions and dispositions. It also includes a minimum liquidity covenant that commences 91 days prior to the earliest scheduled maturity date of the Company's convertible notes. This covenant requires the Company to maintain liquidity of at least \$75 million plus the aggregate principal amount of the early maturing debt so long as the aggregate principal amount of such early maturing debt exceeds \$200 million. We were in full compliance with these covenants and restrictions as of March 31, 2026. We are also required, under certain circumstances, to make mandatory prepayments with net cash proceeds from the incurrence of certain additional indebtedness, certain asset sales, or insurance proceeds or condemnation awards, in each case, subject to certain exceptions and reinvestment rights.

On June 6, 2022, we issued \$800.0 million aggregate principal amount of 2.250% Convertible Notes due 2027 (the "2.250% Notes"). Interest is payable semi-annually in arrears on June 15 and December 15 of each year, commencing December 15, 2022. The 2.250% Notes will mature on June 15, 2027, unless earlier repurchased or converted. We intend to secure incremental financing to fund the maturity of the 2.250% Convertible Notes. There can be no assurance we will be able to obtain such financing on acceptable terms. If we are unable to service our indebtedness, we will be forced to adopt an alternative strategy that may include actions such as foregoing acquisitions, reducing or delaying capital expenditures, selling assets, restructuring or refinancing our indebtedness or seeking additional equity capital.

See Note 10 for further information on our financing agreements and outstanding debt obligations.

Our Board of Directors has authorized a \$150.0 million share repurchase program. Through March 31, 2026, we repurchased a total of 0.9 million shares of common stock aggregating \$37.4 million under this program. The program calls for shares to be purchased in the open market or in private transactions from time to time. We may suspend, modify or discontinue the program at any time. The Company expects to repurchase at least \$25.0 million in shares annually with \$61.8 million

planned for 2026. We have financed the repurchases and may finance additional repurchases through operating cash flow and from available borrowings under our revolving credit facility. With the authorization of the share repurchase program, we have suspended our dividend payments and the Board of Directors will consider whether to declare dividends and the amount of such dividends from time to time in the future.

New Accounting Pronouncements

See Note 3 to the consolidated condensed financial statements for a discussion of new accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no significant changes in our primary market risk exposures or in how these exposures are managed during the three months ended March 31, 2026. Reference is made to Item 7A. of our Annual Report on Form 10-K for the year ended December 31, 2025 for a description of Qualitative and Quantitative Disclosures About Market Risk.

Item 4. Controls and Procedures

As of the end of the period covered by this report, an evaluation was carried out by CONMED Corporation's management, with the participation of our Chief Executive Officer and Interim Principal Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934). Based upon that evaluation, our Chief Executive Officer and Interim Principal Financial Officer concluded that these disclosure controls and procedures were effective as of the end of the period covered by this report. In addition, no change in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) occurred during the quarter ended March 31, 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II OTHER INFORMATION

Item 1. Legal Proceedings

Reference is made to Item 3 of the Company's Annual Report on Form 10-K for the year ended December 31, 2025 and to Note 14 of the Notes to Consolidated Condensed Financial Statements included in Part I of this Report for a description of certain legal matters.

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

There were no unregistered sales of equity securities during the period covered by this report.

Issuer Purchases of Equity Securities

The following table provides information on the Company's common stock repurchases during the first quarter of 2026:

| | <u>Total Number of Shares Purchased</u> | <u>Average Price Paid Per Share ⁽¹⁾</u> | <u>Total Number of Shares Purchased as Part of Publicly Announced Program ⁽²⁾</u> | <u>Approximate Dollar Amount of Shares That May Yet be Purchased Under the Program ⁽¹⁾</u> |
|---------------------------------------|---|--|--|---|
| January 1, 2026 to January 31, 2026 | — | \$ — | — | \$ 150,000,000 |
| February 1, 2026 to February 28, 2026 | 814,487 | \$ 43.47 | 814,487 | \$ 114,597,069 |
| March 1, 2026 to March 31, 2026 | 43,104 | \$ 46.03 | 43,104 | \$ 112,612,890 |
| Total | <u>857,591</u> | \$ 43.60 | <u>857,591</u> | |

(1) Average price paid per share includes cash paid for commissions and excise tax.

(2) In October 2025, our Board of Directors authorized a \$150.0 million share repurchase program with no expiration.

Item 5. Other Information

Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory

On April 29, 2026, Mr. Andrew Moller, Vice President, Corporate Controller and interim Principal Financial Officer of CONMED Corporation (the "Company") notified the Company that he will depart the Company effective May 31, 2026 to pursue an opportunity with another company.

Mr. Moller's departure did not arise from any disagreement on any matter relating to the operations, policies, financial results or accounting practices of the Company.

If the Company has not appointed a Chief Financial Officer on or before June 1, 2026, then Mr. Patrick J. Beyer, the Company's President and Chief Executive Officer has been appointed the Company's interim Principal Financial Officer following Mr. Moller's departure and will serve until the Company appoints a new Chief Financial Officer.

Biographical information about Mr. Beyer is contained in the Company's proxy statement for its 2026 annual meeting of stockholders filed with the Securities and Exchange Commission on April 7, 2026.

There are no arrangements or understandings with any other person pursuant to which Mr. Beyer was appointed interim Principal Financial Officer. He also has no family relationships with any director, executive officer or any person nominated or chosen by the Company to become a director or executive officer of the Company. Additionally, there are no related party transactions involving Mr. Beyer or any member of his immediate family required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Rule 10b5-1 Director and Officer Trading Arrangements

On February 5, 2026, Matthew Schabacker, Vice President and General Manager, U.S. Advanced Surgical, adopted a trading plan with respect to 19,005 stock options and 2,945 performance stock units granted to Mr. Schabacker as equity compensation (the "Schabacker Plan"). The Schabacker Plan is intended to satisfy the affirmative defense of Rule 10b5-1(c), under the Securities Exchange Act of 1934, and terminates on July 31, 2028.

Item 6. Exhibits

Exhibit Index

| <u>Exhibit No.</u> | <u>Description of Exhibit</u> |
|--------------------|---|
| 10.1* | Form of Stock Option Award Agreement |
| 10.2* | Form of Restricted Stock Unit Award Agreement |
| 10.3* | Form of Performance Stock Unit Award Agreement |
| 31.1* | Certification of Patrick J. Beyer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 31.2* | Certification of Andrew Moller pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 32.1* | Certifications of Patrick J. Beyer and Andrew Moller pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| 101.INS* | XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. |
| 101.SCH* | XBRL Taxonomy Extension Schema Document |
| 101.CAL* | XBRL Taxonomy Extension Calculation Linkbase Document |
| 101.DEF* | XBRL Taxonomy Extension Definition Linkbase Document |
| 101.LAB* | XBRL Taxonomy Extension Label Linkbase Document |
| 101.PRE* | XBRL Taxonomy Extension Presentation Linkbase Document |
| 104* | Cover Page - Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document (included in Exhibit 101) |
| * | Filed herewith |

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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 on the date indicated below.

CONMED CORPORATION

By: /s/ Andrew Moller
Andrew Moller
Interim Principal Financial Officer
VP, Corporate Controller

Date:
April 30, 2026

Stock Option Award Terms

OVERVIEW

Our Stock Options rewards program is generally designed to encourage long-term service and performance that creates value for our shareholders. This overview of the program does not amend or qualify any of the Award Terms, but is provided for a convenient summary of certain key terms. In the event of a conflict between this overview and the terms of the Plan or the Award Terms, the Plan or Award Terms will control.

Exercise Price

The exercise price is the closing price of CONMED stock on the date of grant.

Vesting

Stock Options generally vest over a four-year period. This means that 25% of the grant vests after the first year, 25% after the second year, 25% after the third year, 25% after the fourth year, and in the fourth year all equity granted in that period is vested, generally subject to continued employment through the vesting date. For illustration:

| Date | Vested | Unvested |
|------------|--------|----------|
| Grant Date | 0 | 5,000 |
| Year | 1,250 | 3,750 |
| Year | 2,500 | 2,500 |
| Year | 3,750 | 1,250 |
| Year | 5,000 | 0 |

Exercising Stock Options

Generally, Stock Options may be exercised any time after they vest, but must be exercised within ten years after their date of grant. When exercising Stock Options, employees must contact a plan administrator (see contact information in the back of this guide) to exercise Stock Options. The exercise price of each share as to which a Stock Option is exercised must be paid at the time of exercise. Payment of the exercise price may be made (1) in cash, (2) by tender of shares of Company common stock owned by the employee as of the date of exercise (subject to such guidelines as the Compensation Committee may establish), (3) in other consideration as the Compensation Committee deems appropriate, (4) by a combination of cash, shares of common stock and such other consideration or (5) by withholding a portion of the common stock acquired upon the exercise of a part of a Stock Option (so-called, "net settling" or "net exercise"). The plan administrator will deposit the shares of the Company's common stock acquired on exercise, less any shares withheld for tax withholdings or payment of the exercise price, into an account in the employee's name established with a brokerage firm identified by the Company. This will require the employee to open a brokerage account with the identified firm. An administrator of this program can assist employees in identifying the appropriate contacts at the brokerage firm to do so.

To illustrate the calculation in the case of net settling or net exercise, if 1,000 Stock Options were vested with an exercise price of \$5, and the market price at the close of business was \$25, the employee would be issued 1,000 shares of CONMED common stock, less the amount of shares required to pay the aggregate option exercise price ($\$5 \times 1,000 = \$5,000$, or 250 options worth \$20 each), subject to further deduction for appropriate tax withholding. This results in 750 shares issued to the employee on a pre-tax basis.

Example:

| Vested Options | Exercise Price | Market Price at Close of Business | # Shares Paid as Exercise Price | # of Pretax Shares Issued |
|----------------|----------------|-----------------------------------|---------------------------------|---------------------------|
| | \$ 5 | \$ 25 | 250 | 750 |

Alternatively, an employee exercising options in this scenario may pay the exercise price – 1,000 shares multiplied by the exercise price of \$5.00, or \$5,000 – by paying the Company the \$5,000 in cash, or by tendering CONMED common stock with a market price equal to \$5,000 on the day of exercise.

Selling Shares

Generally, an employee can sell his or her shares at any time after they are deposited into the employee's brokerage account as long as he or she complies with the Company's insider trading policy (see below). Any employee who has questions or concerns about compliance with the Company's policies on securities laws should first check with the General Counsel's office.

Insider Information

When employees become stock owners, they must adhere to applicable Securities Exchange Commission ("SEC") regulations, including compliance with insider trading rules. Contact the General Counsel's office for further information.

Leaving the Company

Since equity grants are designed to encourage and reward long- term service, as a general matter, unvested equity is forfeited when employment ends.

Key Contacts

Key contact information is provided at the back of this program guide.

A W A R D T E R M S

CONMED Corporation hereby states the terms and conditions (the “Award Terms”) of the Stock Options for the recipient (“Employee”) identified in the grant dated [] (the “Grant Date”) as designated by the Compensation Committee of the Board of Directors (the “Committee”). To receive the Stock Options, Employee must accept and agree to these Award Terms as well as the Restrictive Covenant Agreement attached hereto as Appendix A. Capitalized terms not defined herein shall have the meanings ascribed to them in CONMED’s 2025 Long-Term Incentive Plan (as amended from time to time, the “Plan”).

Grant of Stock Option

A stock option provides the right to purchase shares of the Company’s Common Stock at the exercise price, which is equal to the Fair Market Value of a share of the Company’s Common Stock on the Grant Date.

Stock Options granted to you under these terms and conditions are intended to be treated as nonstatutory stock options.

Vesting and Exercise

These Stock Options shall vest according to the following schedule:

| Date | Vested | Unvested |
|------------|--------|----------|
| Grant Date | 0% | 100% |
| Year | 25% | 75% |
| Year | 50% | 50% |
| Year | 75% | 25% |
| Year | 100% | 0% |

Except as expressly specified below, the Stock Options shall become exercisable on the vesting date or dates specified, provided that the Employee has remained employed by the Company through the applicable vesting date. The Stock Options may not be exercised after, and shall expire on, the tenth anniversary of the date hereof (the “Expiration Date”).

The Stock Options shall be automatically exercised, to the extent then vested and exercisable but not exercised or forfeited, on the Expiration Date, provided that the closing price of the Company’s Common Stock on the New York Stock Exchange (or, if applicable, any other principal securities exchange on which the shares of Common Stock are then traded) on the Expiration Date exceeds the exercise price set forth on Schedule I hereto; if the Expiration Date is not a trading date, then the last trading day preceding the Expiration Date will instead constitute the date on which the Stock Options shall be automatically exercised. The full exercise price for the shares purchased by such automatic exercise shall be paid, and the minimum amount required to be withheld with respect to tax withholding shall be satisfied, by withholding shares of the Company’s Common Stock that would otherwise be issued on such exercise that have an aggregate fair market value equal to the aggregate purchase price and applicable withholding obligation with respect to the shares of the Company’s Common Stock being purchased by such exercise.

Restrictions on Exercise, Confidentiality of Refusal to Permit Exercise of Stock Option.

Employee’s ability to exercise the Stock Options granted herein shall be subject to the additional restrictions set forth below.

The Employee’s right to exercise the Stock Options granted herein shall be subject to the Company’s policies on securities laws matters, which generally prohibit any employee from trading in Company stock when he or she is in

possession of material, non-public information, as for example, concerning Company revenues, earnings, or acquisitions. An Employee who has access to such information is required to contact the Office of the General Counsel to pre-clear any trade in Company stock, including the exercise of Stock Options.

In addition to the foregoing certain other employees who have been notified in writing by the General Counsel that they are Affiliates with the meaning of SEC regulations or otherwise informed that they are subject to pre-clearance rules are required to pre-clear all of their trades in Company stock, and are subject to standard blackout periods (currently, from two weeks prior to the end of a quarter until one full trading day after earnings have been announced) during which transactions in the Company's Common Stock are prohibited, subject to a written plan exception or defense, which policies the Company may, in its sole discretion, adopt or amend from time to time; and (ii) the possibility that the Company may, without warning or explanation, temporarily decline to permit Stock Options be exercised. If the Company is requested to permit the exercise of Stock Options and refuses to permit such exercises, the Company will notify the requesting party when the Company's refusal to permit the exercise of Stock Options shall have ended.

If due to the nature of the Employee's access to material non-public information, or if the Employee has been notified by the General Counsel that he or she is required to pre-clear trades as indicated above, in order to exercise the Stock Options granted herein, the Employee must pre-clear any trades with the Company's General Counsel with at least three (3) business days' prior written notice of the intent to exercise the Stock Options granted. The Company may in its sole discretion waive the notice period.

In the event that the Company should refuse to permit Stock Options to be exercised, the Employee must maintain such refusal in confidence and shall not disclose to any third person that the Company has refused to permit the requested exercise of Stock Options. The Employee must not to trade or otherwise make use of the fact that the Company has refused to permit the exercise of Stock Options.

Termination of Employment; Vesting

Upon the termination of the Employee's employment with the Company and its subsidiaries for any reason other than a termination (i) due to death, or (ii) due to disability, then the Stock Option, to the extent exercisable as of the date of such termination and subject to the non-compete and other restrictions set forth below, may be exercised at any time within 120 days after the earlier of: the date of such termination but in no event after the Expiration Date. Stock Options shall not vest after the date of termination of employment. In addition, for those employees who reside in jurisdictions in which statutory or other law require an employer to provide notice of termination of employment, Stock Options that have not vested as of the date of the notice of termination of employment provided by the Company's subsidiary or affiliate shall not vest during any notice period, given that the purpose of equity compensation is to create an incentive for key employees to create shareholder value, which purpose is no longer served by an employee who has been provided notice that his or her employment is being terminated.

In the event that employment with the Company is terminated as a result of the Employee's death or disability, all unvested Stock Options will immediately become fully vested and may be exercised for a period of 120 days following the termination of employment by the Employee or as provided for by the laws of descent and distribution, as the case may be.

Upon the termination of the Employee's employment with the Company and its subsidiaries for any reason other than a termination (i) due to death, or (ii) due to disability, any unvested Stock Options shall cease vesting.

Unless the Committee determines otherwise, in the event of a Change in Control, in which Awards are not assumed, substituted or otherwise continued as provided in Section 13 of the Plan, all Stock Options awarded herein that are then-outstanding shall vest in full and be exercisable as of the Change in Control. In the event of a Change in Control in which Awards are assumed, substituted or otherwise continued, if the Employee's employment is terminated by the Company or any successor entity thereto without Cause or if the Employee resigns for Good Reason, in each case, within two (2) years after a Change in Control, each then-outstanding Stock Option (or award substituted therefore) that is not exercisable in full shall vest in full and be exercisable as of such termination.

Restrictive Covenants

As a condition precedent to the grant of the Award, Employee is required to consent to the Restrictive Covenant Agreement, attached as Appendix A. Employee agrees that failure to consent to the Restrictive Covenant Agreement by the deadline set forth by the Company shall result in the immediate and irrevocable forfeiture of the Stock Option

Award hereunder. Further, if Employee violates any provision of the Restrictive Covenant Agreement: (1) any Stock Options granted by the Company will terminate, and cease to be exercisable; and (2) the Company shall be entitled to recover the full, pre-tax value of any Stock Options that were exercised during the twenty-four (24) month period prior to Employee's termination of employment with the Company or thereafter. This Section shall not constitute the Company's exclusive remedy for Employee's violation of the Restrictive Covenant Agreement. The Company reserves all rights to seek all available legal or equitable remedies in the event of Employee's violation or threatened violation of the Restrictive Covenant Agreement, including injunctive relief.

The obligations contained in this Section will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

Unless otherwise provided in the Restrictive Covenant Agreement or the Exhibits thereto, the terms of the Restrictive Covenant Agreement and other obligations set forth in these Award Terms supplement, and are in addition to, any other, pre-existing non-solicitation and confidentiality restrictions contained in Employee's employment agreements, which remain in full force and effect and are not amended or replaced in any way by the terms of these Award Terms.

Trade Secrets: Protection of Confidentiality And Notice Under Defense of Trade Secrets Act

Employee acknowledges that employment with the Company will bring Employee into close contact with many confidential affairs of the Company and its affiliates, including without limitation information about costs, profits, customers, markets, sales, products, key personnel, policies, operational methods, trade secrets and other business affairs and methods and other information not readily available to the public, and plans for further development ("Confidential Information"). Accordingly, Employee covenants and agrees that Employee will deliver promptly upon termination of employment, or at any other time the Company may request, all Confidential Information in the form of memoranda, notes, records, reports and any other documents or media (and all copies thereof) relating to the Company's business which Employee may then possess or have under Employee's control. In addition, for as long as such information remains sensitive and confidential in nature, and is not made public (other than as a result of Employee's action or inaction, direct or indirect), subject to the "Protected Rights" section below, Employee will hold in strictest confidence all matters of the Company or any of its affiliates that are not otherwise in the public domain and will not, directly or indirectly, disclose or otherwise communicate them to anyone outside of the Company, download or otherwise transfer or transmit them without authorization or in violation of the Company's policies, or use them for Employee's personal uses or otherwise, either during or after the period of Employee's employment with the Company or its affiliates.

Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose such trade secret to Employee's attorney and use the trade secret information in related court proceedings, provided that Employee files any document containing the trade secret information under seal and does not further disclose the trade secret, except pursuant to court order.

Protected Rights

Nothing contained herein restricts or limits Employee's right to discuss or disclose information about unlawful acts in the workplace, at work-related events, or between Company employees or the Company and Employee, such as harassment, discrimination, retaliation, sexual assault, a wage and hour violation, or any other conduct that Employee has reason to believe is unlawful or that is otherwise recognized as against a clear mandate of public policy, nor is Employee prohibited from discussing Employee's employment or reporting possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the Occupational Safety and Health Administration, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or state or local government agency. Nothing herein shall prohibit Employee from discussing the terms and conditions of Employee's employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure. Nor is Employee prohibited from disclosing or discussing conduct or the existence of a settlement involving conduct relating to a dispute: (1) involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 or title 18, United States Code, or similar applicable tribal or state law; or (2) relating to conduct that is alleged to constitute sexual harassment under applicable federal, tribal, or state law.

Exercise

Subject to the Employee's compliance with the Company's policies on securities laws as noted above, the Stock Options may be exercised through the brokerage Company through which the Company works and with which Employee has been instructed to open an account. Exercise of the Stock Option is conditioned on the Employee's (i) payment of the amount of the federal, state and local taxes, if any, required to be withheld and paid the Company as a result of such exercise by check or by the Company retaining the number of shares of Common Stock that would otherwise have been issued upon exercise the fair market value of which is equal to the minimum amount required to be withheld; and (ii) payment in full of the exercise price of each share as to which a Stock Option is exercised. Payment of the exercise price may be made (1) in cash, (2) by tender of shares of Company common stock owned by the employee as of the date of exercise (subject to such guidelines as the Compensation Committee may establish), (3) in other consideration as the Compensation Committee deems appropriate, (4) by a combination of cash, shares of Common Stock and such other consideration or (5) by withholding a portion of the Common Stock that would otherwise have been issued upon the exercise of the Stock Option.

Subject to the Employee's compliance with the Company's policies on securities laws as noted above, the Stock Options may be exercised through the brokerage Company through which the Company works and with which Employee has been instructed to open an account. Exercise of the Stock Option is conditioned on the Employee's (i) payment of the amount of the federal, state and local taxes, if any, required to be withheld and paid the Company as a result of such exercise by check or by the Company retaining the number of shares of Common Stock that would otherwise have been issued upon exercise the fair market value of which is equal to the minimum amount required to be withheld; and (ii) payment in full of the exercise price of each share as to which a Stock Option is exercised. Payment of the exercise price may be made (1) in cash, (2) by tender of shares of Company common stock owned by the employee as of the date of exercise (subject to such guidelines as the Compensation Committee may establish), (3) in other consideration as the Compensation Committee deems appropriate, (4) by a combination of cash, shares of Common Stock and such other consideration or (5) by withholding a portion of the Common Stock that would otherwise have been issued upon the exercise of the Stock Option.

Authority

The Committee shall have final authority to interpret and construe these Award Terms and to make all determinations thereunder, and its decisions shall be final, binding and conclusive upon all persons, including the Employee and the Employee's legal representative. Recoupment As set forth in Section 6 of the Plan, this Award (and any shares or cash delivered in respect hereof) is subject to the Company's clawback and recoupment policies as in effect from time to time, including without limitation the Company's Recoupment Policy (as it may be amended from time to time), and the Award, shares and cash will be subject to repayment or forfeiture to the extent provided in such policy or policies. The remedies in this section are in addition to any remedies arising from a breach of the Restrictive Covenant Agreement or applicable law.

The Committee shall have final authority to interpret and construe these Award Terms and to make all determinations thereunder, and its decisions shall be final, binding and conclusive upon all persons, including the Employee and the Employee's legal representative.

Recoupment

As set forth in Section 6 of the Plan, this Award (and any shares or cash delivered in respect hereof) is subject to the Company's clawback and recoupment policies as in effect from time to time, including without limitation the Company's Recoupment Policy (as it may be amended from time to time), and the Award, shares and cash will be subject to repayment or forfeiture to the extent provided in such policy or policies. The remedies in this section are in addition to any remedies arising from a breach of the Restrictive Covenant Agreement or applicable law.

Transferability

The Stock Option is not assignable or transferable, and no right or interest of the Employee shall be subject to any lien, obligation or liability of the Employee, except by will or the laws of descent and distribution. Notwithstanding the immediately preceding sentence, the Committee may, subject to the terms and conditions it may specify, permit the Employee to transfer the Stock Option to one or more of his immediate family members (i.e., his spouse and issue, including adopted and step children) or to trusts established in whole or in part for the benefit of the Employee and/or one or more of such immediate family members as described in the Plan. During the lifetime of the Employee, the nonstatutory Stock Option shall be exercisable only by the Employee or by the immediate family member or trust to whom such Stock Option has been transferred pursuant to the immediately preceding sentence.

The Stock Option is not assignable or transferable, and no right or interest of the Employee shall be subject to any lien, obligation or liability of the Employee, except by will or the laws of descent and distribution. Notwithstanding the immediately preceding sentence, the Committee may, subject to the terms and conditions it may specify, permit the Employee to transfer the Stock Option to one or more of his immediate family members (i.e., his spouse and issue, including adopted and step children) or to trusts established in whole or in part for the benefit of the Employee and/or one or more of such immediate family members as described in the Plan. During the lifetime of the Employee, the nonstatutory Stock Option shall be exercisable only by the Employee or by the immediate family member or trust to whom such Stock Option has been transferred pursuant to the immediately preceding sentence.

No Rights of Employment

These Award Terms shall not be construed as giving the Employee any right to continue in the employ of the Company or any subsidiary or limit in any way the rights of the Company, or any subsidiary, to terminate employment of the Employee at any time.

Entire Agreement

The Plan is incorporated herein by reference. These Award Terms, the Plan and such other documents as may be executed in connection with the exercise of this Stock Option constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter.

Governing Law; Consent to Jurisdiction and Venue.

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, aside from those arising out of or relating to the Restrictive Covenant Agreement (which shall be determined in accordance with the terms of the Restrictive Covenant Agreement), shall be governed by the internal Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby, aside from those arising out of or relating to the Restrictive Covenant Agreement (which shall be determined in accordance with the terms of the Restrictive Covenant Agreement), shall be brought exclusively in the Delaware Court of Chancery in New Castle County, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. A final judgment in any such suit, action or other proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding.

Successors

These Award Terms shall be binding upon the Company and the Employee and their respective legal representatives, heirs, beneficiaries, successors and assigns and upon all other persons claiming under or through any of them.

APPENDIX A
RESTRICTIVE COVENANT AGREEMENT

As a material condition to the grant of the award of Stock Options provided under the 2025 Long-Term Incentive Plan to the grant recipient (“Employee”, “You”, “I” or “Me”) by ConMed Corporation and/or one of its affiliates, subsidiaries, successors, assigns, or related companies or entities (collectively, the “Company” or “Employer”), Employee enters into and agrees to be bound by this Restrictive Covenant Agreement (the “Agreement”), made by and between Employee and the Company. The Company and Employee are collectively referred to herein as “the Parties.”

RECITALS

A. Purpose

The Parties intend for me to serve on an at-will basis in a position of trust at agreed-upon compensation. During the time of that employment, the Parties expect me to have access to Confidential Information (as defined below). The purpose of this Agreement is to protect the Company’s legitimate and protectible interests.

B. Intent

This Agreement sets forth the entire understanding and agreement of the Parties and fully supersedes any and all prior or contemporaneous agreements or understandings between the Parties on the subject matter of this Agreement.

C. Consideration

Employee enters into this Agreement in consideration of the Company employing Employee, compensating Employee, providing Employee with access to Confidential Information and/or trade secrets, and/or access to the Company’s clients and business partners, and the opportunity to develop and maintain relationships and goodwill with them, and/or other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged.

Accordingly, intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. Confidential Information Protections.

1.1 Recognition of Company’s Rights; Nondisclosure. My employment by Company creates a relationship of confidence and trust with respect to Confidential Information (as defined below) and Company has a protectable interest in the Confidential Information. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any Confidential Information, except as required in connection with my work for Company, or as approved by an officer of Company. I will obtain written approval by an officer of Company before I lecture on or submit for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I will take all reasonable precautions to prevent the disclosure of Confidential Information. I will not remove any Confidential Information from the premises of the Company in either original or copied form, and will not remove or publish Confidential Information through digital or computer means, such as through use of social media, via transfer to an external hard drive or digital drop box, or by forwarding to a personal email account, except in the ordinary course of conducting business for the Company or with specific prior approval.

1.2 Permitted Disclosures.

(a) Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose such trade secret to my attorney and use the trade secret information in related court proceedings, provided that I file any document containing the

trade secret information under seal and do not further disclose the trade secret, except pursuant to court order.

(b) I understand that nothing contained in this Agreement restricts or limits my right to discuss or disclose information about unlawful acts in the workplace, at work-related events, or between Company employees or Company and me, such as harassment, discrimination, retaliation, sexual assault, a wage and hour violation, or any other conduct that I have reason to believe is unlawful or that is otherwise recognized as against a clear mandate of public policy, nor does this Agreement prohibit me from discussing my employment or reporting possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the Occupational Safety and Health Administration, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or state or local government agency. I further understand that this Agreement does not prohibit me from discussing the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to “whistleblower” statutes or other similar provisions that protect such disclosure. Nor does this Agreement require me not to disclose or discuss conduct or the existence of a settlement involving conduct relating to a dispute: (1) involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 or title 18, United States Code, or similar applicable tribal or state law; or (2) relating to conduct that is alleged to constitute sexual harassment under applicable federal, tribal, or state law.

1.3 Confidential Information. “*Confidential Information*” means any and all confidential knowledge or data of Company, and includes any confidential knowledge or data that Company has received, or receives in the future, from third parties that Company has agreed to treat as confidential and to use for only certain limited purposes. By way of illustration but not limitation, Confidential Information includes (a) trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights (defined below) in all of the foregoing (collectively, “*Inventions*”), including all Company Inventions (defined in Section 2.1); (b) information regarding research, development, new products, business and operational plans, budgets, unpublished financial statements and projections, costs, margins, discounts, credit terms, pricing, quoting procedures, future plans and strategies, capital-raising plans, internal services, suppliers and supplier information; (c) information about customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, and other non-public information; (d) information about Company’s business partners and their services, including names, representatives, proposals, bids, contracts, and the products and services they provide; and (e) any other non-public information that a competitor of Company could use to Company’s competitive disadvantage. However, Company agrees that I am free to use information that I knew prior to my employment with Company or that is, at the time of use, generally known in the trade or industry through no breach of this Agreement by me.

1.4 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information (“*Third Party Information*”) subject to a duty on Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company in writing.

1.5 Term of Nondisclosure Restrictions. I will only use or disclose Confidential Information and Third Party Information as provided in this Section 1 and I agree that the restrictions in this Section 1 are intended to continue indefinitely, even after my employment by Company ends.

1.6 Return of Confidential Information and Company Property. Upon my termination of employment with Company, or at any time upon the request of Company, I will deliver promptly to Company all Company property, documents, and information. This includes, but is not limited to, all

Company Inventions and/or Confidential Information, including any and all copies thereof, in any form, regardless of whether such Confidential Information is stored on or in any personally-owned device or storage media, as well as any Company-issued credit cards, security badges, keys and tokens, and Company-issued electronic and telephonic equipment including but not limited to computers, mobile phones, iPads, external hard drives, USB storage devices, flash drives, or other devices or data storage media. I understand and agree that I may not retain Confidential Information in any form following termination of my employment with Company. I further agree that Company information or documentation to which I have access during my employment, regardless of whether it contains Confidential Information, is the property of Company and cannot be downloaded or retained for my personal use or for any use that is outside the scope of my duties for Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such information and then permanently delete such information from those systems, unless otherwise directed by Company; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time during my employment, with or without notice. Prior to leaving my employment with Company, I hereby agree to (i) provide Company any and all information needed to access any Company property or information returned or required to be returned pursuant to this paragraph, including without limitation any login, password, and account information, (ii) cooperate with Company in attending an exit interview, and (iii) complete and sign Company's termination statement if required to do so by Company.

- 1.7 No Improper Use of Information of Prior Employers and Others.** During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto Company's premises any unpublished documents or property belonging to a former employer or any other person to whom I have an obligation of confidentiality unless that former employer or person has consented in writing.
- 1.8 Restricted Access Granted.** In exchange for my agreement not to disclose or use Confidential Information or Third Party Information, except as required in performing my duties for Company, and for the non-solicitation covenants, and the other promises provided herein, Company agrees to grant me access to Confidential Information or Third Party Information required to fulfill the duties of my position. I agree that Company has no pre-existing obligation to reveal Confidential Information or Third Party Information.

2. Assignments of Inventions.

- 2.1 Definitions.** The term (a) "**Intellectual Property Rights**" means all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: trade secrets, Copyrights, trademark and trade name rights, mask work rights, patents and industrial property, and all proprietary rights in technology or works of authorship (including, in each case, any application for any such rights, all rights to priority, and any rights to apply for any such rights, as well as all rights to pursue remedies for infringement or violation of any such rights); (b) "**Copyright**" means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (for example, a literary, musical, or artistic work) recognized by the laws of any jurisdiction in the world; (c) "**Moral Rights**" means all paternity, integrity, disclosure, withdrawal, special and similar rights recognized by the laws of any jurisdiction in the world; and (d) "**Company Inventions**" means any and all Inventions (and all Intellectual Property Rights related to Inventions) that are made, conceived, developed, prepared, produced, authored, edited, amended, reduced to practice, or learned or set out in any tangible medium of expression or otherwise created, in whole or in part, by me, either alone or with others, during my employment by Company, and all printed, physical, and electronic copies, and other tangible embodiments of Inventions.
- 2.2 Non-Assignable Inventions.** I recognize that this Agreement will not be deemed to require assignment of any Invention that I develop entirely on my own time without using Company's

equipment, supplies, facilities or trade secrets, or Confidential Information, except for Inventions that either (i) relate to Company's actual or anticipated business, research or development, or (ii) result from or are connected with any work performed by me for Company. In addition, this Agreement does not apply to any Invention that qualifies fully for protection from assignment to Employer under any specifically applicable state law, regulation, rule or public policy, as more specifically described in **Exhibit A** for employees working in certain states (collectively, "**Non-assignable Inventions**").

2.3 Prior Inventions.

(a) I agree to provide notice to the Company, in the manner described in Section 9 of this Agreement, containing a description of any Inventions that (i) are owned by me or in which I have an interest and that were made or acquired by me prior to my date of first employment by Company, and (ii) may relate to Company's business or actual or demonstrably anticipated research or development, and (iii) are not to be assigned to Company ("**Prior Inventions**"). If no such notice is provided by me to the Company within ten (10) days of my execution of this Agreement, I represent and warrant that no Inventions that would be classified as Prior Inventions exist as of the date of this Agreement.

(b) I agree that if I use any Prior Inventions and/or Non-assignable Inventions in the scope of my employment, or if I include any Prior Inventions and/or Non-assignable Inventions in any product or service of Company, or if my rights in any Prior Inventions and/or any Non-assignable Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement (each, a "**License Event**"), (i) I will immediately notify Company in writing, and (ii) unless Company and I agree otherwise in writing, I hereby grant to Company a non-exclusive, perpetual, transferable, fully-paid, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium (whether now known or later developed), make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Inventions and/or Non-assignable Inventions. To the extent that any third parties have any rights in or to any Prior Inventions or any Non-assignable Inventions, I represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

2.4 Assignment of Company Inventions. I hereby assign to Employer all my right, title, and interest in and to any and all Company Inventions other than Non-assignable Inventions and agree that such assignment includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Employer and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Employer or related to Employer's customers, with respect to such rights. I further agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions. Nothing contained in this Agreement may be construed to reduce or limit Company's rights, title, or interest in any Company Inventions so as to be less in any respect than that Company would have had in the absence of this Agreement.

2.5 Obligation to Keep Company Informed. During my employment by Company, I will promptly and fully disclose to Company in writing all Inventions that I author, conceive, or reduce to practice, either alone or jointly with others. At the time of each disclosure, I will advise Company in writing of any Inventions that I believe constitute Non-assignable Inventions; and I will at that time provide to Company in writing all evidence necessary to substantiate my belief. Subject to Section 2.3(b), Company agrees to keep in confidence, not use for any purpose, and not disclose to third parties without my consent, any confidential information relating to Non-assignable Inventions that I disclose in writing to Company.

2.6 Government or Third Party. I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

2.7 Ownership of Work Product. I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by

Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.8 Enforcement of Intellectual Property Rights and Assistance. I will assist Company, in every way Company requests, including signing, verifying and delivering any documents and performing any other acts, to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any jurisdictions in the world. My obligation to assist Company with respect to Intellectual Property Rights relating to Company Inventions will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after such termination for the time I actually spend on such assistance. If Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned to Employer under this Agreement.

2.9 Incorporation of Software Code. I agree not to incorporate into any Inventions, including any Company software, or otherwise deliver to Company, any software code licensed under the GNU General Public License, Lesser General Public License, or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, **except** in strict compliance with Company’s policies regarding the use of such software or as specifically directed by Company.

3. **Records.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Employer at all times.
4. **Duty of Loyalty During Employment.** To the extent applicable to me or modified for me as described in **Exhibit B** based on the state in which I work, during my employment by Company, I will not, without Company’s written consent, directly or indirectly engage in any employment or business activity that is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.
5. **No Solicitation of Employees, Consultants, Contractors, Customers or Potential Customers.** To the extent applicable to me or modified for me as described in **Exhibit B** based on the state in which I work or reside, I agree that during the period of my employment and for the one (1)-year period immediately after the date my employment ends, I will not, either directly or through others, except on behalf of Company:
 - 5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any Colleague to terminate their or its relationship with Company;
 - 5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any Colleague to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);
 - 5.3 solicit, induce, encourage, or participate in an attempt to induce any Customer or Potential Customer (as defined below), to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;
 - 5.4 solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services; or
 - 5.5 solicit, induce, encourage or attempt to solicit, induce, or encourage, any franchisee, joint venture, supplier, vendor or contractor who conducted business with Company at any time during the two (2)-

year period preceding the termination of my employment with Company, to terminate or adversely modify any business relationship with Company or not to proceed with, or enter into, any business relationship with Company, nor shall I otherwise interfere with any business relationship between Company and any such franchisee, joint venture, supplier, vendor or contractor.

The Parties agree that for purposes of this Agreement, a “*Colleague*” is any employee, consultant, or independent contractor of the Company provided I (i) had material contact with or supervised any such employee, consultant, or independent contractor during the twenty-four (24) months preceding the termination of my employment with Company; or (ii) had access to Confidential Information about any such employee, consultant, or independent contractor during the twenty-four (24) month period preceding termination of my employment with Company.

The Parties agree that for purposes of this Agreement, a “*Customer*” is any person or entity who or which used Company’s services at any time during the two (2)-year period preceding the termination of my employment with Company, provided I (i) had material business-related contact with such person or entity during the two (2) year period preceding termination of my employment with Company; or (ii) had access to Confidential information about any such person or entity during the two (2) year period preceding termination of my employment with Company.

The Parties agree that for purposes of this Agreement, a “*Potential Customer*” is any person or entity who or which inquired about Company’s services at any time during the two (2)-year period preceding the termination of my employment with Company, provided I (i) had business-related contact with such person or entity during the two (2) year period preceding termination of my employment with Company; or (ii) had access to Confidential information about any such person or entity during the two (2) year period preceding termination of my employment with Company.

The Parties agree that for purposes of this Agreement, “*Conflicting Services*” means any product, service, or process or the research and development thereof, of any person or organization other than Company that competes with a product, service, or process, including the research and development thereof, of Company with which I worked directly or indirectly during the last two (2) years preceding termination of my employment by Company or about which I acquired Confidential Information during the last two (2) years preceding termination of my employment by Company.

6. Non-Compete Provision.

6.1 Unless modified for me as described in Exhibit B based on the state in which I work or reside, I agree that for the one (1)-year period after the date my employment ends, I will not, directly or indirectly, perform or provide, or attempt to perform or provide Conflicting Services (defined above) in the Restricted Territory (defined below) in a position that is the same or similar in function or purpose to the services I provided to Company at any time in the last two (2) years preceding termination of my employment by Company.

6.2 The Parties agree that, for purposes of this Agreement, “*Restricted Territory*” means:

(a) the state in which I primarily performed services for Company;

(b) all other states of the United States of America in which Company provided goods or services, had customers, or otherwise conducted business at any time during the two (2)-year period prior to the date of the termination of my relationship with Company, if, during the two (2)-year period prior to the date of the termination of my relationship with Company, I: (i) provided services for the Company in any such state; or (ii) had access to Confidential Information relating to the Company’s business operations in any such state;

(c) any other countries from which Company provided goods or services, had customers, or otherwise conducted business at any time during the two (2)-year period prior to the date of the termination of my relationship with Company, if, during the two (2)-year period prior to the termination of my relationship with Company, I: (i) provided services for the Company in any such countries; or (ii) had

access to Confidential Information relating to the Company's business operations in any such countries.

- 7. Reasonableness of Restrictions.** I have read this entire Agreement and understand it. I acknowledge that (i) I have the right to consult with counsel prior to signing this Agreement, (ii) I will derive significant value from Company's agreement to provide me with Company Confidential Information to enable me to optimize the performance of my duties to Company, and (iii) that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use Company Confidential Information other than for Company's exclusive benefit and my obligations not to compete and not to solicit are necessary to protect Company trade secrets and Confidential Information and, consequently, to preserve the value and goodwill of Company. I agree that (i) this Agreement does not prevent me from earning a living or pursuing my career, and (ii) the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely, with knowledge of its contents and the intent to be bound by its terms.
- 8. No Conflicting Agreement or Obligation.** I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, any written or oral agreement in conflict with this Agreement.
- 9. Legal and Equitable Remedies.**

 - 9.1** I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. Accordingly, in addition to any remedies available under applicable law and/or as set forth in any equity agreements between me and Company (including option grant notices), I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.
 - 9.2** Except as prohibited by law or any agreement between Company and me regarding payment of fees charged by an arbitral body, I agree that if Company is successful in whole or in part in any legal or equitable action under this Agreement (including, but not limited to, a court partially or fully granting any application, motion, or petition by Company for injunctive relief, including, but not limited to, a temporary restraining order, preliminary injunction, or permanent injunction), whether against or commenced by me, Company will be entitled to recover from me all costs, fees, or expenses it incurred at any time during the course of the dispute, including, but not limited to, reasonable attorney's fees. A final resolution of such dispute or a final judgment is not a prerequisite to Company's right to demand payment hereunder and such amounts must be paid by me to Company within thirty (30) days after I receive written notice of such demand. In the event Company demands only a portion of such costs, fees, or expenses incurred, such demand shall be without prejudice to further demands for (i) the remainder of any outstanding costs, fees, or expenses incurred, or (ii) costs, fees, or expenses incurred after the prior demand.
 - 9.3** In the event Company enforces this Agreement through a court order, I agree that the restrictions of Sections 5 and 6 will remain in effect for a period of twelve (12) months from the effective date of the order enforcing this Agreement.
- 10. Notices.** Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention General Counsel," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

11. Publication of This Agreement to Subsequent Employer or Business Associates of Employee. If I am offered employment, or the opportunity to enter into any business venture as owner, partner, consultant or other capacity, while the restrictions in Sections 5 and 6 of this Agreement are in effect, I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with, of my obligations under this Agreement and to provide such person or persons with a copy of this Agreement. I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Sections 5 and 6 of this Agreement are in effect and I authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with and to make such persons aware of my obligations under this Agreement.

12. General Provisions.

12.1 Governing Law; Consent to Personal Jurisdiction; Notice of Change to Work Location.

Unless otherwise stated in Exhibit B, this Agreement will be governed by and construed according to the laws of the state in which I primarily work for Company without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. I expressly consent to the personal jurisdiction and venue of the state and federal courts located in the state in which I primarily work for Company and the state in which Company's headquarters is located for any lawsuit filed there against me by Company arising from or related to this Agreement (although I understand Company will not file a lawsuit in the state in which Company's headquarters is located if prohibited by applicable law). I will not change the state where I am primarily working for the Company without providing prior written notice to the Company of such change (other than in the case of any such change requested or required of me by the Company).

12.2 Modification & Severability.

(a) If any section, provision, paragraph, phrase, word, and/or line (collectively "Provision") of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable Provision, and the rest of this Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any Provision of this Agreement will not affect the validity or enforceability of the remaining Provisions, which will be enforced as if the offending Provision had not been included in this Agreement.

(b) If one or more post-employment restrictive covenants in this Agreement are found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any provision(s) of any prior agreement between the Parties that would provide for restriction(s) on the same or substantially similar post-employment conduct of Employee will not be considered superseded and will remain in effect, to the extent enforceable.

12.3 Successors and Assigns. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For avoidance of doubt, Company's successors and assigns are authorized to enforce Company's rights under this Agreement.

12.4 Survival. This Agreement will survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

12.5 Employment At-Will. I understand and agree that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause or advance notice, except as prohibited by law.

- 12.6 Waiver.** No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.
- 12.7 Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 12.8 Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL PRIOR TO EXECUTION OF THIS AGREEMENT, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. I FURTHER UNDERSTAND THAT COMPANY HEREBY ADVISES THAT I SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.
- 12.9 Entire Agreement.** The obligations in Sections 1 and 2 of this Agreement will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant, employee or other service provider if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, together with the Exhibits herein and any executed written offer letter between me and Company, is the final, complete and exclusive agreement between me and Company with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us, whether written or oral; *provided, however*, if, prior to execution of this Agreement, Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only, except that any restrictive covenant provisions of such agreement shall not be superseded and shall remain in effect and enforceable without limiting or affecting the provisions of this Agreement, to the extent enforceable under applicable law. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

AGREED BY:

CONMED CORPORATION

/s/ John Ferrell
John Ferrell EVP HR

EMPLOYEE ACCEPTS THE OBLIGATIONS UNDER THIS RESTRICTIVE COVENANT AGREEMENT AND UNDERSTANDS AND AGREES THAT EMPLOYEE WILL BE DEEMED TO HAVE ACCEPTED AND SIGNED THE RESTRICTIVE COVENANT AGREEMENT UPON EMPLOYEE'S ACCEPTANCE OF THE STOCK OPTION GRANT NOTICE AND STOCK OPTION AWARD AGREEMENT TO WHICH IT IS ATTACHED. EMPLOYEE UNDERSTANDS AND AGREES THAT EMPLOYEE'S ELECTRONIC ACCEPTANCE IS THE SAME AS AN INK SIGNATURE FOR ALL PURPOSES, AND THAT EMPLOYEE'S ELECTRONIC AGREEMENT MAY BE USED WITH THE SAME EFFECT AS AN INK SIGNATURE FOR ANY PURPOSE. UNLESS OTHERWISE PROVIDED IN EXHIBIT B HERETO, THE EFFECTIVE DATE OF THIS RESTRICTIVE COVENANT AGREEMENT SHALL BE THE DATE OF EMPLOYEE'S ACCEPTANCE OF THE STOCK OPTION GRANT NOTICE AND STOCK OPTION AWARD AGREEMENT.

Restricted Stock Unit Award Terms

OVERVIEW

Our Restricted Stock Units (“RSUs”) rewards program is generally designed to encourage long-term service and performance that creates value for our shareholders. This overview of the program does not amend or qualify any of the Award Terms, but is provided for a convenient summary of certain key terms. In the event of a conflict between this overview and the terms of the Plan or the Award Terms, the Plan or Award Terms will control.

Vesting

RSUs vest over a three (3) year period. This means that 33.33% of the equity vests after the first year, 33.33% after the second year, 33.34% after the third year, generally subject to continued employment through the vesting date. For example, assuming 3,000 RSUs were granted to an employee, the vesting schedule would be:

| Date | Vested | Unvested |
|------------|--------|----------|
| Grant Date | 0 | 3,000 |
| Year 1 | 999 | 2,001 |
| Year 2 | 1,998 | 1,002 |
| Year 3 | 3,000 | 0 |

As shares vest, the Company will deposit shares of the Company’s common stock, less any shares withheld for tax withholdings, into an account in the employee’s name established with a brokerage firm identified by the Company. This will require the employee to open a brokerage account with the identified firm. An administrator of this program can assist employees in identifying the appropriate contacts at the brokerage firm to do so.

Selling Shares

Generally, an employee can sell his or her shares at any time after they are deposited into the employee’s brokerage account as long as he or she complies with the Company’s insider trading policy (see below). Any employee who has questions or concerns about compliance with the Company’s policies on securities laws should first check with the General Counsel’s office.

Insider Information

When employees become stock owners, they must adhere to applicable Securities Exchange Commission (“SEC”) regulations, including compliance with insider trading rules. Contact the General Counsel’s office for further information.

Leaving the Company

Since equity grants are designed to encourage and reward long-term service, as a general matter, unvested equity is forfeited when employment ends.

Key Contacts

Key contact information is provided at the back of this program guide.

A W A R D T E R M S

CONMED Corporation hereby states the terms and conditions (the “Award Terms”) of the Restricted Stock Units (“RSUs”) for the recipient (“Employee”) identified in the grant dated (the “Grant Date”) as designated by the Compensation Committee of the Board of Directors (the “Committee”). To receive the RSUs, Employee must accept

and agree to these Award Terms as well as the Restrictive Covenant Agreement attached hereto as Appendix A. Capitalized terms not defined herein shall have the meanings ascribed to them in CONMED's 2025 Long-Term Incentive Plan (as amended from time to time, the "Plan").

Grant of Restricted Stock Unit

Each RSU constitutes an unfunded and unsecured promise of the Company to deliver (or cause to be delivered) to the Employee, subject to the terms and conditions of these Award Terms, a share of the Company's Common Stock, or, at the option of the Company cash equal to the Fair Market Value thereof, on the Vesting Date (as defined below). Until such delivery, the Employee has only the rights of a general unsecured creditor, and no rights as a shareholder (in the case of delivery of shares of the Company's Common Stock), of the Company.

Vesting and Delivery

These RSUs shall vest according to the following schedule (in each case, a "Vesting Date"):

| Date | Vested | Unvested |
|---------------------------|---------------|-----------------|
| Grant Date | 0% | 100% |
| Year 1 Anniversary | 33.33% | 66.66% |
| Year 2 Anniversary | 66.66% | 33.34% |
| Year 3 Anniversary | 100% | 0% |

Except as expressly specified below, the RSUs shall vest on the Vesting Dates specified, provided that the Employee has remained employed by the Company through the applicable Vesting Date. Any vested RSU will be settled within [60] days following vesting.

Termination of Employment; Vesting

Upon the termination of the Employee's employment with the Company and its subsidiaries for any reason other than a termination (i) due to death, or (ii) due to disability, then the Employee's rights in respect of any RSUs that are not vested shall immediately terminate and such unvested RSUs shall cease to be outstanding and no shares of the Company's Common Stock or cash payments will be delivered in respect of such unvested RSUs. RSUs shall not vest after the date of termination of employment. In addition, for those employees who reside in jurisdictions in which statutory or other law require an employer to provide notice of termination of employment, RSUs that have not vested as of the date of the notice of termination of employment provided by the Company's subsidiary or affiliate shall not vest during any notice period, given that the purpose of equity compensation is to create an incentive for key employees to create shareholder value, which purpose is no longer served by an employee who has been provided notice that his or her employment is being terminated.

In the event that employment with the Company is terminated as a result of the Employee's death or disability, all unvested RSUs will immediately become fully vested and be payable immediately without the need for further action to the Employee or as provided for by the laws of descent and distribution, as the case may be.

Unless the Committee determines otherwise, in the event of a Change in Control, in which Awards are not assumed, substituted or otherwise continued as provided in Section 13 of the Plan, all RSUs awarded herein that are then-outstanding shall vest in full as of the Change in Control without the need for further action. In the event of a Change in Control in which Awards are assumed, substituted or otherwise continued, if Employee's employment is terminated by the Company or any successor entity thereto without Cause or if the Employee resigns for Good Reason, in each case, within two (2) years after a Change in Control, each then-outstanding RSU (or award substituted therefor) shall be vest in full as of such of termination immediately without the need for further action.

Restrictive Covenants

As a condition precedent to the grant of the Award, Employee is required to consent to the Restrictive Covenant Agreement, attached as Appendix A. Employee agrees that failure to consent to the Restrictive Covenant Agreement by the deadline set forth by the Company shall result in the immediate and irrevocable forfeiture of the RSU Award hereunder. Further, if Employee violates any provision of the Restrictive Covenant Agreement: (1) any unvested RSUs will be immediately and irrevocably forfeited, and no payment of any kind shall be payable with respect thereto; and (2) the Company shall be entitled to recover the full, pre-tax value of any RSUs that were settled during the twenty-four (24) month period prior to Employee's termination of employment with the Company or thereafter. This Section shall not constitute the Company's exclusive remedy for Employee's violation of the Restrictive Covenant Agreement. The Company reserves all rights to seek all available legal or equitable remedies in the event of Employee's violation or threatened violation of the Restrictive Covenant Agreement, including injunctive relief.

The obligations contained in the Restrictive Covenant Agreement will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

Unless otherwise provided in the Restrictive Covenant Agreement or the Exhibits thereto, the terms of the Restrictive Covenant Agreement and other obligations set forth in these Award Terms supplement, and are in addition to, any other, pre-existing non-compete, non-solicit, and confidentiality restrictions contained in Employee's employment agreements, which remain in full force and effect and are not amended or replaced in any way by the terms of these Award Terms.

Trade Secrets: Protection of Confidentiality And Notice Under Defense of Trade Secrets Act

Employee acknowledges that employment with the Company will bring Employee into close contact with many confidential affairs of the Company and its affiliates, including without limitation information about costs, profits, customers, markets, sales, products, key personnel, policies, operational methods, trade secrets and other business affairs and methods and other information not readily available to the public, and plans for further development ("Confidential Information"). Accordingly, Employee covenants and agrees that Employee will deliver promptly upon termination of employment, or at any other time the Company may request, all Confidential Information in the form of memoranda, notes, records, reports and any other documents or media (and all copies thereof) relating to the Company's business which Employee may then possess or have under Employee's control. In addition, for as long as such information remains sensitive and confidential in nature, and is not made public (other than as a result of Employee's action or inaction, direct or indirect), subject to the "Protected Rights" section below, Employee will hold in strictest confidence all matters of the Company or any of its affiliates that are not otherwise in the public domain and will not, directly or indirectly, disclose or otherwise communicate them to anyone outside of the Company, download or otherwise transfer or transmit them without authorization or in violation of the Company's policies, or use them for Employee's personal uses or otherwise, either during or after the period of Employee's employment with the Company or its affiliates.

Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose such trade secret to Employee's attorney and use the trade secret information in related court proceedings, provided that Employee files any document containing the trade secret information under seal and does not further disclose the trade secret, except pursuant to court order.

Protected Rights

Nothing contained in this Agreement restricts or limits Employee's right to discuss or disclose information about unlawful acts in the workplace, at work-related events, or between Company employees or the Company and Employee, such as harassment, discrimination, retaliation, sexual assault, a wage and hour violation, or any other conduct that Employee has reason to believe is unlawful or that is otherwise recognized as against a clear mandate of public policy, nor does this Agreement prohibit Employee from discussing Employee's employment or reporting possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the Occupational Safety and Health Administration, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or state or local government agency. This Agreement does not prohibit Employee from discussing the terms and conditions of Employee's employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other

similar provisions that protect such disclosure. Nor does this Agreement require Employee not to disclose or discuss conduct or the existence of a settlement involving conduct relating to a dispute: (1) involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 or title 18, United States Code, or similar applicable tribal or state law; or (2) relating to conduct that is alleged to constitute sexual harassment under applicable federal, tribal, or state law.

No Dividend Equivalents

For the avoidance of doubt, the RSUs do not entitle the Employee to any dividend equivalent rights.

Withholding

The vesting and payment of the RSUs is conditioned on the Employee's payment of the amount of the federal, state and local taxes, if any, required to be withheld and paid by the Company as a result of such vesting and payment by check or, with the approval of the Committee, by the Company's retaining the number of shares of Common Stock from share of Common Stock that would be delivered upon vesting of the RSUs, the fair market value of which is equal to the minimum amount required to be withheld, or, at the option of the Company, cash.

The vesting and payment of the RSUs is conditioned on the Employee's payment of the amount of the federal, state and local taxes, if any, required to be withheld and paid by the Company as a result of such vesting and payment by check or, with the approval of the Committee, by the Company's retaining the number of shares of Common Stock from share of Common Stock that would be delivered upon vesting of the RSUs, the fair market value of which is equal to the minimum amount required to be withheld, or, at the option of the Company, cash.

Authority

The Committee shall have final authority to interpret and construe these Award Terms and to make all determinations thereunder, and its decisions shall be final, binding and conclusive upon all persons, including the Employee and the Employee's legal representative.

The Committee shall have final authority to interpret and construe these Award Terms and to make all determinations thereunder, and its decisions shall be final, binding and conclusive upon all persons, including the Employee and the Employee's legal representative.

Recoupment

As set forth in Section 6 of the Plan, this Award (and any shares or cash delivered in respect hereof) is subject to the Company's clawback and recoupment policies as in effect from time to time, including without limitation the Company's Recoupment Policy (as it may be amended from time to time), and the Award, shares and cash will be subject to repayment or forfeiture to the extent provided in such policy or policies. The remedies in this section are in addition to any remedies arising from a breach of the Restrictive Covenant Agreement or applicable law. Transferability The RSUs are not assignable or transferable, and no right or interest of the Employee shall be subject to any lien, obligation or liability of the Employee, except by will or the laws of descent and distribution. Notwithstanding the immediately preceding sentence, the Committee may, subject to the terms and conditions it may specify, permit the Employee to transfer the RSUs to one or more of his immediate family members (i.e., his spouse and issue, including adopted and step children) or to trusts established in whole or in part for the benefit of the Employee and/or one or more of such immediate family members as described in the Plan.

As set forth in Section 6 of the Plan, this Award (and any shares or cash delivered in respect hereof) is subject to the Company's clawback and recoupment policies as in effect from time to time, including without limitation the Company's Recoupment Policy (as it may be amended from time to time), and the Award, shares and cash will be subject to repayment or forfeiture to the extent provided in such policy or policies. The remedies in this section are in addition to any remedies arising from a breach of the Restrictive Covenant Agreement or applicable law.

Transferability

The RSUs are not assignable or transferable, and no right or interest of the Employee shall be subject to any lien, obligation or liability of the Employee, except by will or the laws of descent and distribution. Notwithstanding the immediately preceding sentence, the Committee may, subject to the terms and conditions it may specify, permit the Employee to transfer the RSUs to one or more of his immediate family members (i.e., his spouse and issue, including adopted and step children) or to trusts established in whole or in part for the benefit of the Employee and/or one or more of such immediate family members as described in the Plan.

No Rights of Employment

These Award Terms shall not be construed as giving the Employee any right to continue in the employ of the Company or any subsidiary or limit in any way the rights of the Company, or any subsidiary, to terminate employment of the Employee at any time.

Entire Agreement

The Plan is incorporated herein by reference. These Award Terms, the Plan and such other documents as may be executed in connection with the vesting and settlement of the RSUs constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter.

Governing Law, Consent to Jurisdiction and Venue

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, aside from those arising out of or relating to the Restrictive Covenant Agreement (which shall be determined in accordance with the terms of the Restrictive Covenant Agreement), shall be governed by the internal Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby, aside from those arising out of or relating to the Restrictive Covenant Agreement (which shall be determined in accordance with the terms of the Restrictive Covenant Agreement), shall be brought exclusively in the Delaware Court of Chancery in New Castle County, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. A final judgment in any such suit, action or other proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding.

Successors

These Award Terms shall be binding upon the Company and the Employee and their respective legal representatives, heirs, beneficiaries, successors and assigns and upon all other persons claiming under or through any of them.

APPENDIX A

RESTRICTIVE COVENANT AGREEMENT

As a material condition to the grant of the award Restricted Stock Units provided under the 2025 Long-Term Incentive Plan to the grant recipient (“Employee”, “You”, “I” or “Me”) by ConMed Corporation and/or one of its affiliates, subsidiaries, successors, assigns, or related companies or entities (collectively, the “Company” or “Employer”), Employee enters into and agrees to be bound by this Restrictive Covenant Agreement (the “Agreement”), made by and between Employee and the Company. The Company and Employee are collectively referred to herein as “the Parties.”

RECITALS

A. Purpose

The Parties intend for me to serve on an at-will basis in a position of trust at agreed-upon compensation. During the time of that employment, the Parties expect me to have access to Confidential Information (as defined below). The purpose of this Agreement is to protect the Company’s legitimate and protectible interests.

B. Intent

This Agreement sets forth the entire understanding and agreement of the Parties and fully supersedes any and all prior or contemporaneous agreements or understandings between the Parties on the subject matter of this Agreement.

C. Consideration

Employee enters into this Agreement in consideration of the Company employing Employee, compensating Employee, providing Employee with access to Confidential Information and/or trade secrets, and/or access to the Company’s clients and business partners, and the opportunity to develop and maintain relationships and goodwill with them, and/or other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged.

Accordingly, intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. Confidential Information Protections.

1.1 Recognition of Company’s Rights; Nondisclosure. My employment by Company creates a relationship of confidence and trust with respect to Confidential Information (as defined below) and Company has a protectable interest in the Confidential Information. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any Confidential Information, except as required in connection with my work for Company, or as approved by an officer of Company. I will obtain written approval by an officer of Company before I lecture on or submit for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I will take all reasonable precautions to prevent the disclosure of Confidential Information. I will not remove any Confidential Information from the premises of the Company in either original or copied form, and will not remove or publish Confidential Information through digital or computer means, such as through use of social media, via transfer to an external hard drive or digital drop box, or by forwarding to a personal email account, except in the ordinary course of conducting business for the Company or with specific prior approval.

1.2 Permitted Disclosures.

(a) Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made

under seal. If I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose such trade secret to my attorney and use the trade secret information in related court proceedings, provided that I file any document containing the trade secret information under seal and do not further disclose the trade secret, except pursuant to court order.

(b) I understand that nothing contained in this Agreement restricts or limits my right to discuss or disclose information about unlawful acts in the workplace, at work-related events, or between Company employees or Company and me, such as harassment, discrimination, retaliation, sexual assault, a wage and hour violation, or any other conduct that I have reason to believe is unlawful or that is otherwise recognized as against a clear mandate of public policy, nor does this Agreement prohibit me from discussing my employment or reporting possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the Occupational Safety and Health Administration, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or state or local government agency. I further understand that this Agreement does not prohibit me from discussing the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to “whistleblower” statutes or other similar provisions that protect such disclosure. Nor does this Agreement require me not to disclose or discuss conduct or the existence of a settlement involving conduct relating to a dispute: (1) involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 or title 18, United States Code, or similar applicable tribal or state law; or (2) relating to conduct that is alleged to constitute sexual harassment under applicable federal, tribal, or state law.

- 1.3 Confidential Information.** “*Confidential Information*” means any and all confidential knowledge or data of Company, and includes any confidential knowledge or data that Company has received, or receives in the future, from third parties that Company has agreed to treat as confidential and to use for only certain limited purposes. By way of illustration but not limitation, Confidential Information includes (a) trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights (defined below) in all of the foregoing (collectively, “*Inventions*”), including all Company Inventions (defined in Section 2.1); (b) information regarding research, development, new products, business and operational plans, budgets, unpublished financial statements and projections, costs, margins, discounts, credit terms, pricing, quoting procedures, future plans and strategies, capital-raising plans, internal services, suppliers and supplier information; (c) information about customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, and other non-public information; (d) information about Company’s business partners and their services, including names, representatives, proposals, bids, contracts, and the products and services they provide; and (e) any other non-public information that a competitor of Company could use to Company’s competitive disadvantage. However, Company agrees that I am free to use information that I knew prior to my employment with Company or that is, at the time of use, generally known in the trade or industry through no breach of this Agreement by me.
- 1.4 Third Party Information.** I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information (“*Third Party Information*”) subject to a duty on Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company in writing.
- 1.5 Term of Nondisclosure Restrictions.** I will only use or disclose Confidential Information and Third Party Information as provided in this Section 1 and I agree that the restrictions in this Section 1 are intended to continue indefinitely, even after my employment by Company ends.

- 1.6 Return of Confidential Information and Company Property.** Upon my termination of employment with Company, or at any time upon the request of Company, I will deliver promptly to Company all Company property, documents, and information. This includes, but is not limited to, all Company Inventions and/or Confidential Information, including any and all copies thereof, in any form, regardless of whether such Confidential Information is stored on or in any personally-owned device or storage media, as well as any Company-issued credit cards, security badges, keys and tokens, and Company-issued electronic and telephonic equipment including but not limited to computers, mobile phones, iPads, external hard drives, USB storage devices, flash drives, or other devices or data storage media. I understand and agree that I may not retain Confidential Information in any form following termination of my employment with Company. I further agree that Company information or documentation to which I have access during my employment, regardless of whether it contains Confidential Information, is the property of Company and cannot be downloaded or retained for my personal use or for any use that is outside the scope of my duties for Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such information and then permanently delete such information from those systems, unless otherwise directed by Company; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time during my employment, with or without notice. Prior to leaving my employment with Company, I hereby agree to (i) provide Company any and all information needed to access any Company property or information returned or required to be returned pursuant to this paragraph, including without limitation any login, password, and account information, (ii) cooperate with Company in attending an exit interview, and (iii) complete and sign Company's termination statement if required to do so by Company.
- 1.7 No Improper Use of Information of Prior Employers and Others.** During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto Company's premises any unpublished documents or property belonging to a former employer or any other person to whom I have an obligation of confidentiality unless that former employer or person has consented in writing.
- 1.8 Restricted Access Granted.** In exchange for my agreement not to disclose or use Confidential Information or Third Party Information, except as required in performing my duties for Company, and for the non-solicitation covenants, and the other promises provided herein, Company agrees to grant me access to Confidential Information or Third Party Information required to fulfill the duties of my position. I agree that Company has no pre-existing obligation to reveal Confidential Information or Third Party Information.

2. Assignments of Inventions.

- 2.1 Definitions.** The term (a) "**Intellectual Property Rights**" means all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: trade secrets, Copyrights, trademark and trade name rights, mask work rights, patents and industrial property, and all proprietary rights in technology or works of authorship (including, in each case, any application for any such rights, all rights to priority, and any rights to apply for any such rights, as well as all rights to pursue remedies for infringement or violation of any such rights); (b) "**Copyright**" means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (for example, a literary, musical, or artistic work) recognized by the laws of any jurisdiction in the world; (c) "**Moral Rights**" means all paternity, integrity, disclosure, withdrawal, special and similar rights recognized by the laws of any jurisdiction in the world; and (d) "**Company Inventions**" means any and all Inventions (and all Intellectual Property Rights related to Inventions) that are made, conceived, developed, prepared, produced, authored, edited, amended, reduced to practice, or learned or set out in any tangible medium of expression or otherwise created, in whole or

in part, by me, either alone or with others, during my employment by Company, and all printed, physical, and electronic copies, and other tangible embodiments of Inventions.

2.2 Non-Assignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that I develop entirely on my own time without using Company's equipment, supplies, facilities or trade secrets, or Confidential Information, except for Inventions that either (i) relate to Company's actual or anticipated business, research or development, or (ii) result from or are connected with any work performed by me for Company. In addition, this Agreement does not apply to any Invention that qualifies fully for protection from assignment to Employer under any specifically applicable state law, regulation, rule or public policy, as more specifically described in Exhibit A for employees working in certain states (collectively, "*Non-assignable Inventions*").

2.3 Prior Inventions.

(a) I agree to provide notice to the Company, in the manner described in Section 9 of this Agreement, containing a description of any Inventions that (i) are owned by me or in which I have an interest and that were made or acquired by me prior to my date of first employment by Company, and (ii) may relate to Company's business or actual or demonstrably anticipated research or development, and (iii) are not to be assigned to Company ("*Prior Inventions*"). If no such notice is provided by me to the Company within ten (10) days of my execution of this Agreement, I represent and warrant that no Inventions that would be classified as Prior Inventions exist as of the date of this Agreement.

(b) I agree that if I use any Prior Inventions and/or Non-assignable Inventions in the scope of my employment, or if I include any Prior Inventions and/or Non-assignable Inventions in any product or service of Company, or if my rights in any Prior Inventions and/or any Non-assignable Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement (each, a "*License Event*"), (i) I will immediately notify Company in writing, and (ii) unless Company and I agree otherwise in writing, I hereby grant to Company a non-exclusive, perpetual, transferable, fully-paid, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium (whether now known or later developed), make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Inventions and/or Non-assignable Inventions. To the extent that any third parties have any rights in or to any Prior Inventions or any Non-assignable Inventions, I represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

2.4 Assignment of Company Inventions. I hereby assign to Employer all my right, title, and interest in and to any and all Company Inventions other than Non-assignable Inventions and agree that such assignment includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Employer and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Employer or related to Employer's customers, with respect to such rights. I further agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions. Nothing contained in this Agreement may be construed to reduce or limit Company's rights, title, or interest in any Company Inventions so as to be less in any respect than that Company would have had in the absence of this Agreement.

2.5 Obligation to Keep Company Informed. During my employment by Company, I will promptly and fully disclose to Company in writing all Inventions that I author, conceive, or reduce to practice, either alone or jointly with others. At the time of each disclosure, I will advise Company in writing of any Inventions that I believe constitute Non-assignable Inventions; and I will at that time provide to Company in writing all evidence necessary to substantiate my belief. Subject to Section 2.3(b), Company agrees to keep in confidence, not use for any purpose, and not disclose to third parties without my consent, any confidential information relating to Non-assignable Inventions that I disclose in writing to Company.

- 2.6 Government or Third Party.** I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.
- 2.7 Ownership of Work Product.** I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).
- 2.8 Enforcement of Intellectual Property Rights and Assistance.** I will assist Company, in every way Company requests, including signing, verifying and delivering any documents and performing any other acts, to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any jurisdictions in the world. My obligation to assist Company with respect to Intellectual Property Rights relating to Company Inventions will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after such termination for the time I actually spend on such assistance. If Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned to Employer under this Agreement.
- 2.9 Incorporation of Software Code.** I agree not to incorporate into any Inventions, including any Company software, or otherwise deliver to Company, any software code licensed under the GNU General Public License, Lesser General Public License, or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, **except** in strict compliance with Company’s policies regarding the use of such software or as specifically directed by Company.
- 3. Records.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Employer at all times.
- 4. Duty of Loyalty During Employment.** To the extent applicable to me or modified for me as described in **Exhibit B** based on the state in which I work, during my employment by Company, I will not, without Company’s written consent, directly or indirectly engage in any employment or business activity that is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.
- 5. No Solicitation of Employees, Consultants, Contractors, Customers or Potential Customers.** To the extent applicable to me or modified for me as described in **Exhibit B** based on the state in which I work or reside, I agree that during the period of my employment and for the one (1)-year period immediately after the date my employment ends, I will not, either directly or through others, except on behalf of Company:
- 5.1** solicit, induce, encourage, or participate in soliciting, inducing or encouraging any Colleague to terminate their or its relationship with Company;
 - 5.2** solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any Colleague to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);
 - 5.3** solicit, induce, encourage, or participate in an attempt to induce any Customer or Potential Customer (as defined below), to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;

- 5.4 solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services; or
- 5.5 solicit, induce, encourage or attempt to solicit, induce, or encourage, any franchisee, joint venture, supplier, vendor or contractor who conducted business with Company at any time during the two (2)-year period preceding the termination of my employment with Company, to terminate or adversely modify any business relationship with Company or not to proceed with, or enter into, any business relationship with Company, nor shall I otherwise interfere with any business relationship between Company and any such franchisee, joint venture, supplier, vendor or contractor.

The Parties agree that for purposes of this Agreement, a “*Colleague*” is any employee, consultant, or independent contractor of the Company provided I (i) had material contact with or supervised any such employee, consultant, or independent contractor during the twenty-four (24) months preceding the termination of my employment with Company; or (ii) had access to Confidential Information about any such employee, consultant, or independent contractor during the twenty-four (24) month period preceding termination of my employment with Company.

The Parties agree that for purposes of this Agreement, a “*Customer*” is any person or entity who or which used Company’s services at any time during the two (2)-year period preceding the termination of my employment with Company, provided I (i) had material business-related contact with such person or entity during the two (2) year period preceding termination of my employment with Company; or (ii) had access to Confidential information about any such person or entity during the two (2) year period preceding termination of my employment with Company.

The Parties agree that for purposes of this Agreement, a “*Potential Customer*” is any person or entity who or which inquired about Company’s services at any time during the two (2)-year period preceding the termination of my employment with Company, provided I (i) had business-related contact with such person or entity during the two (2) year period preceding termination of my employment with Company; or (ii) had access to Confidential information about any such person or entity during the two (2) year period preceding termination of my employment with Company.

The Parties agree that for purposes of this Agreement, “Conflicting Services” means any product, service, or process or the research and development thereof, of any person or organization other than Company that competes with a product, service, or process, including the research and development thereof, of Company with which I worked directly or indirectly during the last two (2) years preceding termination of my employment by Company or about which I acquired Confidential Information during the last two (2) years preceding termination of my employment by Company.

6. Non-Compete Provision.

- 6.1 Unless modified for me as described in Exhibit B based on the state in which I work or reside, I agree that for the one (1)-year period after the date my employment ends, I will not, directly or indirectly, perform or provide, or attempt to perform or provide Conflicting Services (defined above) in the Restricted Territory (defined below) in a position that is the same or similar in function or purpose to the services I provided to Company at any time in the last two (2) years preceding termination of my employment by Company.
- 6.2 The Parties agree that, for purposes of this Agreement, “Restricted Territory” means:
- (a) the state in which I primarily performed services for Company;
 - (b) all other states of the United States of America in which Company provided goods or services, had customers, or otherwise conducted business at any time during the two (2)-year period prior to the date of the termination of my relationship with Company, if, during the two (2)-year period prior to the date of the termination of my relationship with Company, I: (i) provided services for the Company in any such state; or (ii) had access to Confidential Information relating to the Company’s business operations in any such state;

- (c) any other countries from which Company provided goods or services, had customers, or otherwise conducted business at any time during the two (2)-year period prior to the date of the termination of my relationship with Company, if, during the two (2)-year period prior to the termination of my relationship with Company, I: (i) provided services for the Company in any such countries; or (ii) had access to Confidential Information relating to the Company's business operations in any such countries.

- 7. Reasonableness of Restrictions.** I have read this entire Agreement and understand it. I acknowledge that (i) I have the right to consult with counsel prior to signing this Agreement, (ii) I will derive significant value from Company's agreement to provide me with Company Confidential Information to enable me to optimize the performance of my duties to Company, and (iii) that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use Company Confidential Information other than for Company's exclusive benefit and my obligations not to compete and not to solicit are necessary to protect Company trade secrets and Confidential Information and, consequently, to preserve the value and goodwill of Company. I agree that (i) this Agreement does not prevent me from earning a living or pursuing my career, and (ii) the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely, with knowledge of its contents and the intent to be bound by its terms.
- 8. No Conflicting Agreement or Obligation.** I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, any written or oral agreement in conflict with this Agreement.
- 9. Legal and Equitable Remedies.**
- 9.1** I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. Accordingly, in addition to any remedies available under applicable law and/or as set forth in any equity agreements between me and Company (including option grant notices), I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.
- 9.2** Except as prohibited by law or any agreement between Company and me regarding payment of fees charged by an arbitral body, I agree that if Company is successful in whole or in part in any legal or equitable action under this Agreement (including, but not limited to, a court partially or fully granting any application, motion, or petition by Company for injunctive relief, including, but not limited to, a temporary restraining order, preliminary injunction, or permanent injunction), whether against or commenced by me, Company will be entitled to recover from me all costs, fees, or expenses it incurred at any time during the course of the dispute, including, but not limited to, reasonable attorney's fees. A final resolution of such dispute or a final judgment is not a prerequisite to Company's right to demand payment hereunder and such amounts must be paid by me to Company within thirty (30) days after I receive written notice of such demand. In the event Company demands only a portion of such costs, fees, or expenses incurred, such demand shall be without prejudice to further demands for (i) the remainder of any outstanding costs, fees, or expenses incurred, or (ii) costs, fees, or expenses incurred after the prior demand.
- 9.3** In the event Company enforces this Agreement through a court order, I agree that the restrictions of Sections 5 and 6 will remain in effect for a period of twelve (12) months from the effective date of the order enforcing this Agreement.
- 10. Notices.** Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention General Counsel," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other.

Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

11. Publication of This Agreement to Subsequent Employer or Business Associates of Employee. If I am offered employment, or the opportunity to enter into any business venture as owner, partner, consultant or other capacity, while the restrictions in Sections 5 and 6 of this Agreement are in effect, I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with, of my obligations under this Agreement and to provide such person or persons with a copy of this Agreement. I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Sections 5 and 6 of this Agreement are in effect and I authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with and to make such persons aware of my obligations under this Agreement.

12. General Provisions.

12.1 Governing Law; Consent to Personal Jurisdiction; Notice of Change to Work Location. Unless otherwise stated in **Exhibit B**, this Agreement will be governed by and construed according to the laws of the state in which I primarily work for Company without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. I expressly consent to the personal jurisdiction and venue of the state and federal courts located in the state in which I primarily work for Company and the state in which Company's headquarters is located for any lawsuit filed there against me by Company arising from or related to this Agreement (although I understand Company will not file a lawsuit in the state in which Company's headquarters is located if prohibited by applicable law). I will not change the state where I am primarily working for the Company without providing prior written notice to the Company of such change (other than in the case of any such change requested or required of me by the Company).

12.2 Modification & Severability.

- (a) If any section, provision, paragraph, phrase, word, and/or line (collectively "Provision") of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable Provision, and the rest of this Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any Provision of this Agreement will not affect the validity or enforceability of the remaining Provisions, which will be enforced as if the offending Provision had not been included in this Agreement.
- (b) If one or more post-employment restrictive covenants in this Agreement are found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any provision(s) of any prior agreement between the Parties that would provide for restriction(s) on the same or substantially similar post-employment conduct of Employee will not be considered superseded and will remain in effect, to the extent enforceable.

12.3 Successors and Assigns. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For avoidance of doubt, Company's successors and assigns are authorized to enforce Company's rights under this Agreement.

12.4 Survival. This Agreement will survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

- 12.5 Employment At-Will.** I understand and agree that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause or advance notice, except as prohibited by law.
- 12.6 Waiver.** No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.
- 12.7 Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 12.8 Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL PRIOR TO EXECUTION OF THIS AGREEMENT, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. I FURTHER UNDERSTAND THAT COMPANY HEREBY ADVISES THAT I SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.
- 12.9 Entire Agreement.** The obligations in Sections 1 and 2 of this Agreement will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant, employee or other service provider if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, together with the Exhibits herein and any executed written offer letter between me and Company, is the final, complete and exclusive agreement between me and Company with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us, whether written or oral; *provided, however*, if, prior to execution of this Agreement, Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only, except that any restrictive covenant provisions of such agreement shall not be superseded and shall remain in effect and enforceable without limiting or affecting the provisions of this Agreement, to the extent enforceable under applicable law. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

AGREED BY:

CONMED CORPORATION

/s/ John Ferrell

**John Ferrell
EVP HR**

EMPLOYEE ACCEPTS THE OBLIGATIONS UNDER THIS RESTRICTIVE COVENANT AGREEMENT AND UNDERSTANDS AND AGREES THAT EMPLOYEE WILL BE DEEMED TO HAVE ACCEPTED AND SIGNED THE RESTRICTIVE COVENANT AGREEMENT UPON EMPLOYEE'S ACCEPTANCE OF THE RESTRICTED STOCK UNIT GRANT NOTICE AND RESTRICTED STOCK UNIT AWARD AGREEMENT TO WHICH IT IS ATTACHED. EMPLOYEE UNDERSTANDS AND AGREES THAT EMPLOYEE'S ELECTRONIC ACCEPTANCE IS THE SAME AS AN INK SIGNATURE FOR ALL PURPOSES, AND THAT EMPLOYEE'S ELECTRONIC AGREEMENT MAY BE USED WITH THE SAME EFFECT AS AN INK SIGNATURE FOR ANY PURPOSE. UNLESS OTHERWISE PROVIDED IN EXHIBIT B HERETO, THE EFFECTIVE DATE OF THIS RESTRICTIVE COVENANT AGREEMENT SHALL BE THE DATE OF EMPLOYEE'S ACCEPTANCE OF THE RESTRICTED STOCK UNIT GRANT NOTICE AND RESTRICTED STOCK UNIT AWARD AGREEMENT.

CONMED CORPORATION
2025 LONG-TERM INCENTIVE PLAN
PERFORMANCE SHARE UNIT AGREEMENT

AGREEMENT, dated as of the Grant Date set forth on Schedule I, between CONMED Corporation (the “Company”) and the Non-Employee Director (“Director”) of the Company elected at the 2025 Annual Shareholder Meeting, and as listed on Schedule I. Capitalized terms not defined herein shall have the meanings ascribed to them in the Company’s 2025 Long-Term Incentive Plan (the “Plan”).

The parties hereto agree as follows:

1. Grant of Performance Share Unit. Pursuant to and in accordance with the Plan, there is hereby granted on the date hereof to the Employee performance share units (each, a “Unit”) in respect of the number of shares of the Company’s Common Stock set forth on Schedule I hereto under the terms and conditions set forth in this Agreement and the Plan, including Schedule I. A Unit constitutes an unfunded and unsecured promise of the Company to deliver (or cause to be delivered) to the Employee, subject to the terms and conditions of this Agreement, including the performance and service-vesting conditions set forth in Schedule I, a share of the Company’s Common Stock, or, at the option of the Company, cash equal to the Fair Market Value thereof (or a combination of cash and Common Stock), on the Delivery Date (as defined below). Until such delivery, the Employee has only the rights of a general unsecured creditor, and no rights as a shareholder, of the Company.
2. General Vesting and Delivery. Except as specified in Sections 3 and 4, the Units shall be earned and vest based on achievement of the performance goals for the applicable period (the “Performance Period”) set forth on Schedule I as certified by the Compensation Committee (the “Committee”) of the Board of Directors of the Company (the “Board”) and subject to satisfaction of the Time-Vesting Condition set forth in Schedule I. Any

earned and vested Unit will be settled within 60 days following the Performance-Vesting Date (the “Delivery Date”).

3. Death, Disability, Termination of Employment.

- (a) Upon the Employee’s death or disability, outstanding unvested Units will immediately vest with performance deemed to be earned based on the target level of achievement as set forth on Schedule I, and shall be payable within 60 days following the date of such death or disability. To the extent necessary to comply with Section 409A, “disability” shall mean “disability” as defined in Section 409A(a)(2)(C).
- (b) Upon the termination of the Employee’s employment for any reason (including, for the avoidance of doubt, by the Company with or without Cause, or by the Employee’s voluntary resignation) prior to the Performance-Vesting Date, the Employee will remain eligible to earn a prorated portion of any outstanding unvested Units based on actual performance for the Performance Period determined in accordance with Schedule I. The prorated portion will be determined based on the number of full years completed from the beginning of the Performance Period until the effective date of such termination, and shall be payable within 60 days following the Performance-Vesting Date. For clarity, if the Employee’s termination of employment occurs prior to the first anniversary of the commencement of the Performance Period (the “First Anniversary”), then the Employee will not earn any portion of the Units; if such termination occurs after the First Anniversary but before the second anniversary of the commencement of the Performance Period (the “Second Anniversary”), then the Employee will remain eligible to earn one-third of the Target Units (as defined in Schedule 1); and if such termination occurs after the Second Anniversary but before the Performance-Vesting Date, then the Employee will remain eligible to earn two-thirds of the Target Units.

4. Change in Control.

- (a) Notwithstanding anything in the Plan to the contrary, upon a Change in Control in which the Units are not assumed, substituted or otherwise continued, outstanding unvested Units will be deemed to be earned based on the greater of the target level of performance and the level of performance actually achieved at the date of the Change in Control in accordance with Schedule I as reasonably determined by the Committee in its sole discretion and immediately vest and shall be payable upon the date of the Change in Control.
- (b) Notwithstanding anything in the Plan to the contrary, upon a Change in Control in which the Units are assumed, substituted or otherwise continued, outstanding unvested Units will be deemed to be earned based on the greater of the target level of performance and the level of performance actually achieved at the date of the Change in Control in accordance with Schedule I as reasonably determined by the Committee in its sole discretion and will cease to be subject to any further performance conditions (such Units, the “Continuing CIC Units”). For clarity, the Continuing CIC Units will continue to be subject to the Time-Vesting Condition set forth in Schedule I and shall be payable within 60 days following the satisfaction of the applicable Time-Vesting Condition.
- (c) If the Employee’s employment is terminated by the Company or any successor entity thereto without Cause or the Employee resigns for Good Reason, in each case within two years after the Change in Control, any outstanding unvested Continuing CIC Units will immediately vest and be payable within 60 days following the date of termination. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Change in Control” means:

- (i) any “person” (as such term is defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a

“beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities eligible to vote for the election of the Board (the “Company Voting Securities”); provided, however, that the event described in this paragraph (i) shall not be deemed to be a Change in Control by virtue of any of the following acquisitions: (A) by the Company or any of its subsidiaries, (B) by any employee benefit plan sponsored or maintained by the Company or any of its subsidiaries, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, or (D) pursuant to a Non-Control Transaction (as defined in clause (ii) below);

(ii) the consummation of a merger, consolidation, share exchange or similar form of corporate reorganization of the Company (or any such type of transaction involving the Company or any of its subsidiaries that requires the approval of the Company’s stockholders, whether for the transaction or the issuance of securities in the transaction or otherwise) (a “Business Combination”), unless immediately following such Business Combination: (a) more than 60% of the total voting power of the corporation resulting from such Business Combination (including, without limitation, any corporation which directly or indirectly has beneficial ownership of 100% of the Company Voting Securities) eligible to elect directors of such corporation is represented by shares that were Company Voting Securities immediately prior to such Business Combination (either by remaining outstanding or being converted), and such voting power is in substantially the same proportion as the voting power of such Company Voting Securities immediately prior to the Business Combination, (b) no person (other than any holding company resulting from such Business Combination, any employee benefit plan sponsored or maintained by the Company (or the corporation resulting from such Business Combination)) immediately following the consummation of the Business Combination becomes the beneficial owner, directly or indirectly, of 50% or more of the total voting

power of the outstanding voting securities eligible to elect directors of the corporation resulting from such Business Combination, and (c) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Board at the time of the approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies the conditions in clauses (a), (b) and (c) is referred to hereunder as a “Non-Control Transaction”); or

(iii) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or the sale of all or substantially all of its assets. Notwithstanding the foregoing, a Change in Control of the Company shall not be deemed to occur solely because any person acquires beneficial ownership of more than 50% of the Company Voting Securities as a result of the acquisition of Company Voting Securities by the Company which reduces the number of Company Voting Securities outstanding; provided, that if after such acquisition by the Company such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control of the Company shall then occur.

(d) Dividend Equivalents. The Company agrees that upon the payment of a vested and earned Unit, the Company will make a dividend equivalent cash payment with respect to such Unit equal to the total amount of cash dividends (other than cash dividends pursuant to which the Units were adjusted pursuant to Section 17.1 of the Plan), if any, paid per share of the Company’s Common Stock for which the dividend record dates occurred after the Grant Date set forth in Schedule I and before the date of delivery of the Unit.

5. Authority. The Committee shall have final authority to interpret and construe this Agreement and to make all determinations thereunder, and its decisions shall be final,

binding and conclusive upon all persons, including the Employee and the Employee's legal representative.

6. Amendment. The Committee reserves the right at any time to amend the terms and conditions set forth in this Agreement, except that the Employee's rights under this Agreement shall not be materially impaired by any such amendment without the Employee's written consent. Any amendment of this Award Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.
7. Transferability. The Units are not assignable or transferable, and no right or interest of the Employee shall be subject to any lien, obligation or liability of the Employee, except by will or the laws of descent and distribution. Notwithstanding the immediately preceding sentence, the Committee may, subject to the terms and conditions it may specify, permit the Employee to transfer the Unit to one or more of his immediate family members (i.e., his spouse and issue, including adopted and step children) or to trusts established in whole or in part for the benefit of the Employee and/or one or more of such immediate family members. During the lifetime of the Employee, the Unit shall be payable only by the Employee or by the immediate family member or trust to whom such Unit has been transferred pursuant to the immediately preceding sentence.
8. No Rights of Employment. This Agreement shall not be construed as giving the Employee any right to continue in the employ of the Company or any subsidiary or limit in any way the rights of the Company, or any subsidiary, to terminate employment of the Employee at any time.
9. Entire Agreement. The Plan is incorporated herein by reference. This Agreement, the Plan and such other documents as may be executed in connection with the payment of the Units constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of laws provisions hereof.
11. Successors. This Agreement shall be binding upon the Company and the Employee and their respective legal representatives, heirs, beneficiaries, successors and assigns and upon all other persons claiming under or through any of them.

The parties hereto have executed this Agreement effective as of the date first set forth above.

CONMED CORPORATION

By: _____

Attest:

Accepted and Agreed by:

By: _____
Employee

SCHEDULE I
TO
PERFORMANCE SHARE UNIT AGREEMENT

| | |
|---------------------------------|--|
| Employee: | #ParticipantName# |
| Grant Date: | #GrantDate# |
| Performance Period: | March 2, 2026, to March 2, 2029 (the “ <u>Performance-Vesting Date</u> ”) |
| Number of Units Granted: | #QuantityGranted# (the “ <u>Target Units</u> ”) |
| Time-Vesting Condition: | Units will be earned based on achievement of the Performance Measures set forth below as determined in accordance with the section titled “ <u>Determination of Units Earned</u> ” below, subject to the Employee’s continued employment through March 2, 2029 (the “ <u>Time-Vesting Condition</u> ”) (subject to Sections 2, 3 and 4 of this Agreement). |

| | |
|---------------------------------------|---|
| Performance Measure: | Relative total shareholder return based on 20 trading day average prices at the beginning and end of Performance Period, including reinvestment of dividends (“ <u>rTSR</u> ”). |
| Peer Group: | Members of the S&P Healthcare Equipment Select Index at the start of the Performance Period; provided, however, that (i) companies that cease to be publicly traded during the Performance Period and companies that announce that they are subject to being acquired or to a merger during the Performance Period will be excluded from the performance calculation and (ii) companies that declare bankruptcy remain in the Peer Group with TSR of -100%. |
| Determination of Units Earned: | The Committee will certify achievement of the applicable performance goals in respect of the Performance Period as soon as reasonably practicable following the end of the Performance Period (and in no event later than 60 days following the end of the Performance Period). To determine the number of Units earned, the Committee will multiply the Target Units by the applicable “ <u>Percentage of Target Units Earned</u> ” in the table below. |

| Performance Level | ConMed TSR vs. Peer Group TSR | Percentage of Target Units Earned |
|--------------------------|---------------------------------------|--|
| Maximum | 75 th percentile or higher | 200% |
| Target | 50 th percentile | 100% |
| Threshold | 25 th percentile | 50% |
| Below Threshold | Below 25 th percentile | 0% |

The percentage of Target Units earned will be interpolated (on a straight-line basis) for achievement of relative performance between the results in the table above. Notwithstanding anything to the contrary, the maximum number of Units earned under this Agreement may not exceed 200% of the Target Units.

**CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Patrick J. Beyer, certify that:

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

April 30, 2026

/s/ Patrick J. Beyer
Patrick J. Beyer
President & Chief Executive Officer

**CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrew Moller, certify that:

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

April 30, 2026

/s/ Andrew Moller
Andrew Moller
Interim Principal Financial Officer
VP, Corporate Controller

CERTIFICATIONS
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(SUBSECTIONS (a) AND (b) OF SECTION 1350, CHAPTER 63 OF TITLE 18, UNITED STATES CODE)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of CONMED Corporation, a Delaware corporation (the “Corporation”), does hereby certify that:

The Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 (the “Form 10-Q”) of the Corporation fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Date: April 30, 2026

/s/ Patrick J. Beyer
Patrick J. Beyer
President & Chief Executive Officer

Date: April 30, 2026

/s/ Andrew Moller
Andrew Moller
Interim Principal Financial Officer
VP, Corporate Controller