

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended June 30, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission File No. 001-35621



GLOBUS MEDICAL, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

04-3744954

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

2560 General Armistead Avenue, Audubon, PA 19403-5214

(Address of principal executive offices) (Zip Code)

(610) 930-1800

(Registrant's telephone number, including Area Code)

Not Applicable

(Former Address)

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

Title of each class	Trading Symbols	Name of exchange on which registered
Class A Common Stock, par value \$.001 per share	GMED	New York Stock Exchange

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-accelerated Filer ☐ Smaller Reporting Company ☐ Emerging Growth Company ☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes ☐ No ☒

The number of shares outstanding of the issuer's common stock (par value \$0.001 per share) as of August 4, 2026 was 134,261,914 shares.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
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Cautionary Note Concerning Forward-Looking Statements

This Quarterly Report on Form 10-Q (this “Quarterly Report”) contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements other than statements of historical fact are forward-looking statements. Words such as “believe,” “may,” “might,” “could,” “will,” “aim,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “plan” or the negative versions of those words or other comparable words, and similar expressions may identify forward-looking statements. These forward-looking statements are based on the current views and beliefs of management of Globus Medical, Inc. (the “Company,” “we,” “us,” and “our”), as well as current assumptions, expectations and estimates of future events and trends. Forward-looking statements are only predictions and are subject to many risks, uncertainties and other factors that may affect our businesses and operations and could cause actual results to differ materially from those predicted. These risks and uncertainties include, but are not limited to, the risks and costs associated with health epidemics, pandemics and similar outbreaks, factors affecting our quarterly results, our ability to manage our growth, our ability to sustain our profitability, demand for our products, our ability to compete successfully (including without limitation our ability to convince surgeons to use our products and our ability to attract and retain sales and other personnel), our ability to rapidly develop and introduce new products, our ability to develop and execute on successful business strategies, our ability to comply with laws and regulations, and any changes thereto that are applicable to our businesses, our ability to safeguard our intellectual property, our success in defending legal proceedings brought against us, trends in the medical device industry, and general economic conditions, successful integration of businesses that we have acquired or may acquire in the future, and other risks set forth in this Quarterly Report and throughout our [Annual Report on Form 10-K for the year ended December 31, 2025](#) filed with the Securities and Exchange Commission (the “SEC”) on February 24, 2026, particularly those set forth under **“Item 1. Business,” “Item 1A. Risk Factors,” “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,”** and **“Item 7A. Quantitative and Qualitative Disclosure About Market Risk”** and those discussed in other documents we file with the SEC. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for us to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Given these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements. Forward-looking statements contained in this Quarterly Report speak only as of the date of this Quarterly Report. Except as may be required by law, we undertake no obligation to update any forward-looking statements as a result of new information, events or circumstances or other factors arising or coming to our attention after the date hereof.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

GLOBUS MEDICAL, INC. AND SUBSIDIARIES **CONDENSED CONSOLIDATED BALANCE SHEETS** **(Unaudited)**

	June 30,	December 31,
	2026	2025
<i>(In thousands, except share and per share values)</i>		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 507,745	\$ 526,156
Short-term marketable securities	87,397	31,087
Accounts receivable, net of allowances of \$44,371 and \$33,434, respectively	692,176	678,938
Inventories	810,897	759,277
Prepaid expenses and other current assets	70,195	65,426
Income taxes receivable	47,102	64,727
Total current assets	2,215,512	2,125,611
Property and equipment, net	533,528	564,452
Operating lease right of use assets	59,155	63,786
Long-term marketable securities	245,358	71,819
Intangible assets, net	692,624	745,064
Goodwill	1,438,216	1,435,033
Other assets	79,238	78,781
Deferred income taxes	224,627	218,215
Total assets	\$ 5,488,258	\$ 5,302,761
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 106,941	\$ 98,852
Accrued expenses	300,728	333,586
Operating lease liabilities	14,385	14,738
Income taxes payable	6,036	4,155
Business acquisition liabilities	23,276	19,513
Deferred revenue	27,981	27,655
Total current liabilities	479,347	498,499
Business acquisition liabilities, net of current portion	82,113	81,995
Operating lease liabilities	96,807	103,918
Deferred income taxes and other tax liabilities	42,342	23,756
Other liabilities	19,046	21,343
Total liabilities	719,655	729,511
Commitments and contingencies (Note 17)		
Equity:		
Class A common stock; \$0.001 par value. Authorized 500,000,000 shares; issued and outstanding 111,822,190 and 112,625,126 shares at June 30, 2026 and December 31, 2025, respectively	112	113
Class B common stock; \$0.001 par value. Authorized 275,000,000 shares; issued and outstanding 22,430,097 and 22,430,097 shares at June 30, 2026 and December 31, 2025, respectively	22	22
Additional paid-in capital	3,230,186	3,169,812
Accumulated other comprehensive income/(loss)	11,196	15,346
Retained earnings	1,527,087	1,387,957
Total equity	4,768,603	4,573,250
Total liabilities and equity	\$ 5,488,258	\$ 5,302,761

See accompanying notes to unaudited condensed consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
<i>(In thousands, except per share amounts)</i>				
Net sales	\$ 789,612	\$ 745,342	\$ 1,549,466	\$ 1,343,463
Cost of Sales and Operating expenses:				
Cost of sales (exclusive of amortization of intangibles)	241,439	248,765	475,505	444,162
Research and development	36,321	39,954	72,831	73,016
Selling, general and administrative	286,823	303,622	584,598	546,421
Amortization of intangibles	29,560	30,189	59,086	58,991
Acquisition-related costs	11,080	33,156	17,457	34,213
Restructuring costs	1,957	13,547	7,169	13,547
Operating income/(loss)	182,432	76,109	332,820	173,113
Other income/(expense), net				
Interest income/(expense), net	7,074	693	12,508	2,374
Foreign currency transaction gain/(loss)	(860)	38	(2,973)	4,308
Bargain purchase gain	—	110,561	1,118	110,561
Other income/(expense)	1,171	772	3,418	1,485
Total other income/(expense), net	7,385	112,064	14,071	118,728
Income/(loss) before income taxes	189,817	188,173	346,891	291,841
Income tax provision/(benefit)	38,248	(14,673)	71,020	13,533
Net income/(loss)	\$ 151,569	\$ 202,846	\$ 275,871	\$ 278,308
Other comprehensive income/(loss), net of tax:				
Unrealized gain/(loss) on marketable securities	(551)	2	(1,711)	317
Foreign currency translation gain/(loss)	(2,657)	12,404	(2,439)	16,783
Total other comprehensive income/(loss), net of tax	(3,208)	12,406	(4,150)	17,100
Comprehensive income/(loss)	\$ 148,361	\$ 215,252	\$ 271,721	\$ 295,408
Earnings per share:				
Basic	\$ 1.12	\$ 1.50	\$ 2.04	\$ 2.05
Diluted	\$ 1.10	\$ 1.49	\$ 2.00	\$ 2.01
Weighted average shares outstanding:				
Basic	135,054	135,205	135,209	135,981
Diluted	137,384	136,499	137,787	138,137

See accompanying notes to unaudited condensed consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)

<i>(In thousands)</i>	Class A Common Stock		Class B Common Stock		Additional paid-in capital	Accumulated other comprehensive income/(loss)	Retained earnings	Total
	Shares	\$	Shares	\$				
Balance at December 31, 2025	112,625	\$ 113	22,430	\$ 22	\$ 3,169,812	\$ 15,346	\$ 1,387,957	\$ 4,573,250
Stock-based compensation	—	—	—	—	12,788	—	—	12,788
Grant of contingent restricted stock units	—	—	—	—	393	—	—	393
Exercise of stock options	515	—	—	—	25,961	—	—	25,961
Issuance of Class A common stock under employee and director equity option plans, net	96	—	—	—	(3,440)	—	—	(3,440)
Comprehensive income/(loss)	—	—	—	—	—	(942)	124,302	123,360
Balance at March 31, 2026	113,236	\$ 113	22,430	\$ 22	\$ 3,205,514	\$ 14,404	\$ 1,512,259	\$ 4,732,312
Stock-based compensation	—	—	—	—	13,423	—	—	13,423
Grant of contingent restricted stock units	—	—	—	—	291	—	—	291
Exercise of stock options	226	—	—	—	10,971	—	—	10,971
Issuance of Class A common stock under employee and director equity option plans, net	—	—	—	—	(13)	—	—	(13)
Comprehensive income/(loss)	—	—	—	—	—	(3,208)	151,569	148,361
Repurchase and retirement of common stock	(1,640)	(1)	—	—	—	—	(136,741)	(136,742)
Balance at June 30, 2026	111,822	\$ 112	22,430	\$ 22	\$ 3,230,186	\$ 11,196	\$ 1,527,087	\$ 4,768,603

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)

<i>(In thousands)</i>	Class A Common Stock		Class B Common Stock		Additional paid-in capital	Accumulated other comprehensive income/(loss)	Retained earnings	Total
	Shares	\$	Shares	\$				
Balance at December 31, 2024	114,990	\$ 115	22,430	\$ 22	\$ 3,031,244	\$ (6,861)	\$ 1,152,813	\$ 4,177,333
Stock-based compensation	—	—	—	—	13,324	—	—	13,324
Grant of contingent restricted stock units	—	—	—	—	429	—	—	429
Exercise of stock options	309	—	—	—	11,223	—	—	11,223
Issuance of Class A common stock under employee and director equity option plans, net	72	—	—	—	(2,293)	—	—	(2,293)
Comprehensive income/(loss)	—	—	—	—	—	4,694	75,462	80,156
Repurchase and retirement of common stock	(2,445)	(2)	—	—	—	—	(192,102)	(192,104)
Balance at March 31, 2025	112,926	\$ 113	22,430	\$ 22	\$ 3,053,927	\$ (2,167)	\$ 1,036,173	\$ 4,088,068
Stock-based compensation	—	—	—	—	13,154	—	—	13,154
Grant of contingent restricted stock units	—	—	—	—	249	—	—	249
Exercise of stock options	77	—	—	—	4,697	—	—	4,697
Issuance of Class A common stock under employee and director equity option plans, net	28	—	—	—	(375)	—	—	(375)
Comprehensive income/(loss)	—	—	—	—	—	12,406	202,846	215,252
Repurchase and retirement of common stock	(411)	—	—	—	—	—	(25,362)	(25,362)
Balance at June 30, 2025	112,620	\$ 113	22,430	\$ 22	\$ 3,071,652	\$ 10,239	\$ 1,213,657	\$ 4,295,683

See accompanying notes to unaudited condensed consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended June 30,	
	2026	2025
<i>(In thousands)</i>		
Cash flows from operating activities:		
Net income	\$ 275,871	\$ 278,308
Adjustments to reconcile net income to net cash provided by operating activities:		
Bargain purchase gain	(1,118)	(110,561)
Depreciation and amortization	139,355	136,284
Provision for excess and obsolete inventory	9,795	10,933
Amortization of acquisition accounting fair value step up	—	12,673
Stock-based compensation expense	26,000	26,823
Allowance for expected credit losses	10,398	4,554
Change in fair value of business acquisition liabilities	16,059	5,389
Change in deferred income taxes	15,748	(41,236)
(Gain)/loss on disposal of assets, net	5,558	6,131
Payment of business acquisition-related liabilities	(2,596)	(15,764)
Net (gain)/loss from foreign currency adjustment	218	(11,342)
(Increase) decrease in:		
Accounts receivable	(27,211)	20,395
Inventories	(44,551)	(11,722)
Prepaid expenses and other assets	(459)	852
Increase (decrease) in:		
Accounts payable	5,389	(4,085)
Accrued expenses and other liabilities	(35,738)	(13,841)
Income taxes payable/receivable	19,387	(38,626)
Net cash provided by/(used in) operating activities	412,105	255,165
Cash flows from investing activities:		
Purchases of marketable securities	(254,013)	(1,750)
Sales and maturities of marketable securities	21,483	174,238
Purchases of property and equipment	(72,783)	(82,665)
Acquisition of businesses, net of cash acquired and purchases of intangible and other assets	(6,409)	(257,546)
Net cash provided by/(used in) investing activities	(311,722)	(167,723)
Cash flows from financing activities:		
Payment of business acquisition-related liabilities	(13,720)	(7,864)
Net proceeds from exercise of stock options	36,932	15,920
Payments related to tax withholdings for share-based compensation	(3,453)	(2,953)
Repurchase of common stock	(136,058)	(215,451)
Repayment of senior convertible notes	—	(449,985)
Net cash provided by/(used in) financing activities	(116,299)	(660,333)
Effect of foreign exchange rates on cash	(2,495)	17,899
Net increase/(decrease) in cash and cash equivalents	(18,411)	(554,992)
Cash and cash equivalents at beginning of period	526,156	784,438
Cash and cash equivalents at end of period	\$ 507,745	\$ 229,446
Supplemental disclosures of cash flow information:		
Income taxes paid, net	\$ 30,603	\$ 93,226
Non-cash investing and financing activities:		
Accrued purchases of property and equipment	\$ 13,390	\$ 13,454

See accompanying notes to unaudited condensed consolidated financial statements.

GLOBUS MEDICAL, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED STATEMENTS (Unaudited)

NOTE 1. BACKGROUND

The Company

Globus Medical, Inc., together with its majority-owned or controlled subsidiaries, is a medical device company that develops and commercializes healthcare solutions with a mission to improve the quality of life of patients with musculoskeletal disorders. We are primarily focused on implants that promote healing in patients with musculoskeletal disorders, including the use of a robotic guidance and navigation system and products to treat patients who have experienced orthopedic traumas.

We are an engineering-driven company with a history of rapidly developing and commercializing advanced products and procedures to assist surgeons in effectively treating their patients and to address new treatment options. With numerous products launched since the founding of the Company, we offer a comprehensive portfolio of innovative and differentiated technologies that address a variety of musculoskeletal pathologies, anatomies, and surgical approaches.

We are headquartered in Audubon, Pennsylvania, and market and sell our products through our exclusive sales force in the United States (“U.S.”), as well as within North, Central & South America, Europe, Asia, Africa and Australia. We sell our products in the U.S. through a sales force comprised primarily of directly-employed and independent sales representatives. Our international sales force is comprised of directly-employed sales personnel and independent sales representatives, as well as exclusive and non-exclusive independent third-party distributors.

The terms the “Company,” “Globus,” “we,” “us” and “our” refer to Globus Medical, Inc. and, where applicable, our consolidated subsidiaries.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Presentation

The accompanying interim unaudited condensed consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the U.S. (“U.S. GAAP”) for interim financial statements and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, certain information and footnote disclosures normally included in complete financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (the “SEC”). As such, the information included in this Quarterly Report on Form 10-Q should be read in conjunction with the consolidated financial statements and accompanying footnotes included in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on February 24, 2026.

In the opinion of management, these condensed consolidated financial statements include all adjustments necessary, which are of a normal and recurring nature, for the fair presentation of our financial position as of June 30, 2026, and results of operations for the three and six months ended June 30, 2026. The results of operations for any interim period may not be indicative of results for the full year.

(b) Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements include the accounts of Globus and its majority-owned or controlled subsidiaries. All intercompany balances and transactions are eliminated in consolidation.

Variable Interest Entities

We provide intraoperative neuromonitoring (“IONM”) services through various majority-owned or controlled subsidiaries, which collectively conduct business as NuVasive Clinical Services. In providing IONM services to surgeons and healthcare facilities across the U.S., the Company maintains contractual relationships with several physician practices (“PCs”). In accordance with authoritative guidance, the Company has determined that the PCs are variable interest entities and therefore, the accompanying condensed consolidated financial statements include the accounts of the PCs from the date of acquisition. During the periods presented, the results of the PCs were immaterial to the Company’s financial statements. The creditors of the PCs have claims only to the assets of the PCs, which are not material, and the assets of the PCs are not available to the Company.

(c) Use of Estimates

The preparation of the condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. We base our estimates, in part, on historical experience that management believes to be reasonable under the circumstances. Actual results could

differ from those estimates. Estimates and assumptions are periodically reviewed, and the effects of revisions are reflected in the condensed consolidated financial statements in the period they are determined to be necessary.

Significant areas that require estimates include revenue recognition, intangible assets, business acquisition liabilities, allowance for expected credit losses, stock-based compensation, reserves for excess and obsolete inventory, fair value measurements, useful lives of assets, the outcome of litigation, recoverability of intangible assets and income taxes. We are subject to risks and uncertainties due to changes in the healthcare environment, regulatory oversight, competition, and legislation that may cause actual results to differ materially from estimated results.

(d) Revenue Recognition

In accordance with Accounting Standards Codification (“ASC”) Topic 606, *Revenue from Contracts with Customers* (“ASC 606”), the Company recognizes revenue upon the transfer of goods or services to a customer at an amount that reflects the expected consideration to be received in exchange for those goods or services. The principles in ASC 606 are applied using the following five steps: (i) identify the contract with a customer; (ii) identify the performance obligation(s) in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligation(s) in the contract; and (v) recognize revenue when (or as) the Company satisfies its performance obligation(s). Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. Sales and other taxes we collect concurrent with revenue-producing activities are excluded from revenue. For purposes of disclosure, we disaggregate our revenue into two categories: Musculoskeletal Solutions and Enabling Technologies.

Our Musculoskeletal Solutions products consist primarily of implantable devices, disposables, unique instruments, and neuromonitoring services, used in an expansive range of spine, orthopedic trauma, hip, knee and extremity procedures. The majority of our Musculoskeletal Solutions contracts have a single performance obligation and revenue is recognized at a point in time. For our neuromonitoring services, revenue is recognized in the period the service is performed, which can be either at a point in time or over time, depending on how the performance obligation is defined for the amount of consideration expected to be received.

Our Enabling Technologies products are advanced hardware and software systems and related technologies that are designed to enhance a surgeon’s capabilities and streamline surgical procedures by making them less invasive, more accurate, and more reproducible to improve patient care. The majority of our Enabling Technologies product contracts contain multiple performance obligations, including maintenance and support, and revenue is recognized as we fulfill each performance obligation, generally at the point in time in which the obligation is fulfilled. When a contract has multiple performance obligations, we allocate the contract’s transaction price to each performance obligation using our best estimate of the standalone selling price of each distinct good or service in the contract.

Revenue associated with products holding rights of return or trade-in are recognized when the Company concludes there is not a risk of significant revenue reversal in future periods for the expected consideration in the transaction. Our policy is to classify shipping and handling costs billed to customers as sales and the related expenses as cost of sales.

Contract Balances

Timing of revenue recognition may differ from the timing of invoicing to customers. We record a receivable when revenue is recognized prior to invoicing, or deferred revenue when revenue is recognized subsequent to invoicing.

Deferred revenue is comprised mainly of unearned revenue related to the sales of certain Enabling Technologies products, which include maintenance and support services. Maintenance and support services are generally invoiced annually, at the beginning of each contract period, and revenue is recognized ratably over the maintenance period.

Our contract liabilities of \$36.1 million and \$36.9 million as of June 30, 2026 and December 31, 2025, respectively, are classified within deferred revenue and other liabilities on our condensed consolidated balance sheet based on the timing of when we expect to complete performance obligations.

The changes to contract liabilities related to deferred revenue for the six months ended June 30, 2026, are as follows:

	Six Months Ended	
	June 30,	
	2026	
<i>(In thousands)</i>		
Beginning contract liabilities	\$	36,914
Revenue recognized from contract liabilities		(20,540)
Advance consideration received during the period		19,699
Ending contract liabilities	\$	36,073

(e) Marketable Securities

Our marketable securities include municipal bonds, corporate debt securities, commercial paper, asset-backed securities, securities of government, federal agency, and other sovereign obligations and are classified as available-for-sale as of June 30, 2026. Short-term and long-term marketable securities are recorded at fair value on our condensed consolidated balance sheets. Any change in fair value of our available-for-sale securities, which does not result in recognition or reversal of an allowance for credit loss or write-down, is recorded, net of taxes, as a component of accumulated other comprehensive income or loss on our condensed consolidated balance sheets. Premiums and discounts are recognized over the life of the related security as an adjustment to yield using the straight-line method. Realized gains or losses from the sale of marketable securities are determined on a specific identification basis. Realized gains and losses, interest income and the amortization/accretion of premiums/discounts are included as a component of other income/(expense), net, on our condensed consolidated statements of operations and comprehensive income. Interest receivable is recorded as a component of prepaid expenses and other current assets on our condensed consolidated balance sheets.

We invest in securities that meet or exceed standards as defined in our investment policy. Our policy also limits the amount of credit exposure to any one issue, issuer or type of security. We review declines in the fair value of our securities to determine whether they are resulting from expected credit losses or other factors. If the assessment indicates a credit loss exists, we recognize any measured impairment as an allowance for credit loss in our condensed consolidated statements of operations. Any other impairments not recorded through allowance for credit losses is recognized in our other comprehensive income. No impairments were identified resulting from expected credit losses during the three and six months ended June 30, 2026.

(f) Goodwill and Intangible Assets

Goodwill represents the excess of purchase price over the fair values of the identifiable assets acquired less the liabilities assumed in the acquisition of a business. Goodwill is tested for impairment at least annually or whenever events or circumstances indicate that a carrying amount may not be recoverable. Goodwill is tested for impairment at the reporting unit level by comparing the reporting unit's carrying amount to the estimated fair value of the reporting unit. Fair values are estimated using an income and discounted cash flow approach. We perform our annual impairment test of goodwill in the fourth quarter of each year. We consider a qualitative assessment when the results of the previous quantitative test indicated the reporting unit's estimated fair value was significantly in excess of the carrying value of its net assets, and we do not believe there have been significant changes in the reporting unit's operations that would significantly decrease its estimated fair value or significantly increase its net assets. If a quantitative assessment is performed, the evaluation includes management estimates of discounted cash flow projections based on internal future projections and/or use of a market approach by looking at market values of comparable companies.

Intangible assets consist of purchased developed technology, customer relationships, trade names, reacquired right and patents. Intangible assets with finite useful lives are amortized over the period of estimated benefit using the straight-line method and estimated useful lives ranging from 1 to 21 years. Intangible assets with finite useful lives are tested whenever events or circumstances indicate that a carrying amount of an asset (asset group) may not be recoverable. If an impairment is indicated, we measure the amount of the impairment loss as the amount by which the carrying amount exceeds the fair value of the asset. Fair value is generally determined using a discounted future cash flow analysis.

During the three and six months ended June 30, 2026, there were no impairments in goodwill or finite-lived intangible assets.

(g) Derivative Financial Instruments

The Company recognizes all derivative instruments as assets or liabilities in its unaudited condensed consolidated balance sheets and measures these instruments at fair value by revaluing these assets and liabilities at the end of each reporting period. Gains and losses are recorded as a component of other expense, net in the unaudited condensed consolidated statements of operations and comprehensive income. The effects of these derivative instruments are immaterial to the Company's financial statements.

(h) Accounts Receivable and Related Valuation Accounts

Accounts receivable in the accompanying unaudited condensed consolidated balance sheets are presented net of allowances for expected credit losses. We maintain an allowance for expected credit losses resulting from the inability of its customers, including hospitals, ambulatory surgery centers, and distributors, to make required payments.

The allowance for credit losses is calculated quarterly and is estimated on a region-by-region basis considering a number of factors including age of account balances, collection history, historical account write-offs, third-party credit reports, identified trends, current economic conditions, and supportable forecasted economic expectations. The allowance is adjusted on a specific identification basis for certain accounts as well as pooling of accounts with similar characteristics. An increase in the provision for credit losses may be required when the financial condition of our customers or their collection experience deteriorates. Our exposure to credit losses may also increase if our customers are adversely affected by changes in healthcare laws, coverage and reimbursement, macroeconomic pressures or uncertainty associated with local or global economic recessions, disruption associated with pandemics, or other customer-specific factors.

(i) Recently Issued Accounting Pronouncements

In December 2025, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) No. 2025-11 *Interim Reporting (Topic 270)*. ASU No. 2025-11 clarifies interim disclosure requirements and the applicability of Topic 270. The objective of the amendments is to provide clarity about the current requirements, rather than evaluate whether to expand or reduce interim disclosure requirements. This ASU clarifies types of interim reporting and the form and content of interim financial statements in accordance with U.S. GAAP. ASU No. 2025-11 is effective for fiscal years beginning after December 15, 2027, and early adoption is permitted. Entities may apply the guidance prospectively or retrospectively. The Company is currently evaluating the impact the standard will have on its interim consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU No. 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40)*: Targeted Improvements to the Accounting for Internal-Use Software. ASU No. 2025-06 simplifies the accounting for internal-use software costs by eliminating stage-based guidance and requiring deferral of capitalization when significant development uncertainty exists. ASU No. 2025-06 is effective for fiscal years beginning after December 15, 2027, and early adoption is permitted. Entities may apply the guidance prospectively, retrospectively, or using a modified retrospective approach. The Company is currently evaluating the impact the standard will have on its consolidated financial statements and related disclosures.

In January 2025, the FASB issued ASU No. 2025-01, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. ASU No. 2025-01 amends the effective date of ASU No. 2024-03 to clarify the initial effective date for entities that do not have an annual reporting period that ends on December 31, referred to as non-calendar year end entities. All public business entities are required to adopt the guidance in annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, and early adoption is permitted. The amendments should be applied prospectively, with retrospective applications also permitted. Additionally, in December 2024, the FASB issued ASU No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. The update improves financial reporting by requiring that public business entities disclose additional information about certain costs and expenses categories: (a) purchases of inventory, (b) employee compensation, (c) depreciation, (d) intangible asset amortization, and (e) depreciation, depletion, and amortization in the notes to financial statements at interim and annual reporting periods. This update is effective for fiscal years beginning after December 15, 2026, and early adoption is permitted. The amendments should be applied prospectively, with retrospective applications also permitted. The Company is currently evaluating the impact the standard will have on its consolidated financial statements and related disclosures.

(j) Recently Adopted Accounting Pronouncements

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. ASU No. 2025-05 provides a practical expedient that allows entities to estimate expected credit losses on certain trade receivables and contract assets by assuming that current economic conditions will remain unchanged over the life of the asset. The expedient applies only to assets with contractual lives of one year or less. The Company adopted ASU No. 2025-05 as of January 1, 2026, and amendments were applied prospectively. The adoption did not have any material impact on the Company’s consolidated financial statements.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740), Improvements to Income Tax Disclosures*, to enhance the transparency and decision-making utility of income tax disclosures. The enhancement will provide information to better assess how an entity’s operations and related tax risks and tax planning and operational opportunities affect its tax rate and prospects for future cash flows. Investors currently rely on the rate reconciliation table and other disclosures, including total income taxes paid, to evaluate income tax risks and opportunities. The Company adopted ASU No. 2023-09 as of January 1, 2025, and amendments were applied prospectively.

NOTE 3. ASSET ACQUISITIONS AND BUSINESS COMBINATIONS***Nevro Merger***

As previously disclosed, on February 6, 2025, the Company entered into an Agreement and Plan of Merger (the “Nevro Merger Agreement”) with Nevro Corp. (“Nevro”) and Palmer Merger Sub, Inc., a wholly owned subsidiary of the Company (“Palmer Merger Sub”) (such transaction, the “Nevro Merger”). On April 3, 2025, pursuant to the terms of the Nevro Merger Agreement, Palmer Merger Sub merged with and into Nevro, with Nevro surviving as a wholly owned subsidiary of the Company. At the consummation of the Nevro Merger, each issued and outstanding share of common stock of Nevro, \$0.001 par value per share, was converted into cash in an amount equal to \$5.85 per share of common stock of Nevro.

The aggregate consideration paid by the Company in connection with its acquisition of Nevro was \$252.5 million. The final purchase price allocation as of March 31, 2026 included net identifiable assets of \$444.5 million and liabilities of \$73.2 million, resulting in a bargain purchase gain of \$118.8 million. The net identifiable assets were comprised of \$147.5 million of deferred income taxes, \$116.8 million of inventories, \$70.8 million of accounts receivable, \$56.0 million of intangible assets and \$53.4 million of other assets. Total transaction costs incurred in connection with the Nevro Merger were \$28.9 million for the year ended December 31, 2025, with \$28.8 million

of transaction costs incurred during the three months ended June 30, 2025. Immaterial transaction costs were incurred during the three and six months ended June 30, 2026.

Asset Acquisitions

During the second quarter of 2026, the Company entered into a patent purchase agreement and acquired certain patents related to medical device technology in the spine field for a total consideration of \$1.5 million, which was paid at closing. The Company recorded \$1.5 million of intangible assets, with an estimated useful life of 15.5 years.

During the third quarter of 2025, the Company entered into a license agreement and acquired software related to the imaging, navigation and robotics (“INR”) division for a total consideration of €8.0 million (\$9.4 million). An initial payment of €4.0 million (\$4.7 million) was made at closing and recorded as a developed technology intangible asset, with the remaining €4.0 million (\$4.7 million) paid in the first quarter of 2026. The asset will be amortized over its estimated useful life of seven years.

During the first quarter of 2025, the Company entered into a license agreement for certain patents of medical device technology in the spine field for a total of \$5.0 million due at closing, and 1 percent license fee on future sales of products developed and covered under the license agreement. The Company recorded \$5.0 million of intangible assets, with a useful life of 10.1 years.

During the first quarter of 2024, the Company completed a share acquisition of a biotech company focused on research and development for hemostasis solutions. The fair value of the assets acquired are concentrated in a similar identified asset, in-process research and development (“IPR&D”) of the acquired technology, thus satisfying the requirements of the screen test in ASC Topic 805, *Business Combinations*. At the date of the acquisition, the Company determined that the development of the projects underway had not yet reached technological feasibility and that the research in process had no alternative future use. Accordingly, the acquired IPR&D of \$12.6 million was charged to research and development expense in the condensed consolidated statements of operations and comprehensive income. The purchase price consisted of \$12.0 million of cash paid at closing. The transaction also provides for \$12.0 million of contingent consideration which is payable upon meeting the Good Manufacturing Practice milestones, as promulgated by the U.S. Food and Drug Administration (the “FDA”), and consideration of \$10.0 million contingent upon the developed products obtaining approval from the FDA. As of June 30, 2026, the milestones have not been met and as such, contingent consideration has not been recorded in this asset acquisition.

Other Business Combinations

During the first quarter of 2026, the Company completed one acquisition that was not material to the overall condensed consolidated financial statements during the periods presented. This acquisition has been included in the condensed consolidated financial statements from date of acquisition. The purchase price consisted of approximately \$0.2 million of cash paid at closing and \$3.9 million in contingent consideration payments, resulting in goodwill of \$3.9 million and reacquired rights of \$0.2 million based on the estimated fair value. The contingent payments for this acquisition are based upon achieving various performance milestones over a period of five years and are payable in cash.

Throughout 2024, the Company completed three acquisitions that were not material to the overall condensed consolidated financial statements during the periods presented. These acquisitions have been included in the condensed consolidated financial statements from their respective dates of acquisition. The purchase prices in aggregate consisted of approximately \$0.7 million of cash paid at closing and \$25.0 million in contingent consideration payments, resulting in goodwill of \$24.0 million and reacquired rights of \$1.8 million based on the estimated fair values. The contingent payments for these acquisitions are based upon achieving various performance milestones over a period of five and ten years and are payable in a combination of cash and restricted stock units (“RSUs”).

NOTE 4. NET SALES

The following table represents net sales by product category for the three and six months ended June 30, 2026 and 2025, respectively:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
(In thousands)				
Musculoskeletal Solutions	\$ 763,540	\$ 710,182	\$ 1,496,524	\$ 1,286,115
Enabling Technologies	26,072	35,160	52,942	57,348
Total net sales	\$ 789,612	\$ 745,342	\$ 1,549,466	\$ 1,343,463

NOTE 5. MARKETABLE SECURITIES

The composition of our short-term and long-term marketable securities as of June 30, 2026 and December 31, 2025 were as follows:

		June 30, 2026			
		Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<i>(In thousands)</i>					
Short-term:					
Municipal bonds	\$	9,881	\$ —	\$ (9)	\$ 9,872
Corporate debt securities		2,387	—	(3)	2,384
Commercial paper		63,926	1	(26)	63,901
Government, federal agency, and other sovereign obligations		11,267	—	(27)	11,240
Total short-term marketable securities	\$	<u>87,461</u>	<u>\$ 1</u>	<u>\$ (65)</u>	<u>\$ 87,397</u>
Long-term:					
Municipal bonds	\$	3,400	\$ 2	\$ (18)	\$ 3,384
Corporate debt securities		101,773	—	(618)	101,155
Asset-backed securities		104,237	17	(466)	103,788
Government, federal agency, and other sovereign obligations		37,256	3	(228)	37,031
Total long-term marketable securities	\$	<u>246,666</u>	<u>\$ 22</u>	<u>\$ (1,330)</u>	<u>\$ 245,358</u>
		December 31, 2025			
		Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<i>(In thousands)</i>					
Short-term:					
Municipal bonds	\$	5,943	\$ 4	\$ —	\$ 5,947
Corporate debt securities		4,180	1	—	4,181
Commercial paper		15,622	5	—	15,627
Government, federal agency, and other sovereign obligations		5,323	9	—	5,332
Total short-term marketable securities	\$	<u>31,068</u>	<u>\$ 19</u>	<u>\$ —</u>	<u>\$ 31,087</u>
Long-term:					
Municipal bonds	\$	3,600	\$ 9	\$ —	\$ 3,609
Corporate debt securities		33,187	61	(2)	33,246
Asset-backed securities		19,151	31	(4)	19,178
Government, federal agency, and other sovereign obligations		15,742	44	—	15,786
Total long-term marketable securities	\$	<u>71,680</u>	<u>\$ 145</u>	<u>\$ (6)</u>	<u>\$ 71,819</u>

The short-term marketable securities have effective maturity dates of less than one year and the long-term marketable securities have effective maturity dates ranging from one to three years as of June 30, 2026 and December 31, 2025, respectively.

NOTE 6. FAIR VALUE MEASUREMENTS

The following table represents the fair value of assets and liabilities as of June 30, 2026 and December 31, 2025, respectively, including the following:

<i>(In thousands)</i>	Balance at June 30, 2026	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	\$ 377,042	\$ 377,042	\$ —	\$ —
Municipal bonds	13,256	—	13,256	—
Corporate debt securities	103,539	—	103,539	—
Commercial paper	63,901	—	63,901	—
Asset-backed securities	103,788	—	103,788	—
Government, federal agency, and other sovereign obligations	48,271	44,143	4,128	—
Liabilities:				
Business acquisition liabilities	105,389	—	—	105,389

<i>(In thousands)</i>	Balance at December 31, 2025	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	\$ 311,708	\$ 287,574	\$ 24,134	\$ —
Municipal bonds	9,556	—	9,556	—
Corporate debt securities	37,427	—	37,427	—
Commercial paper	15,627	—	15,627	—
Asset-backed securities	19,178	—	19,178	—
Government, federal agency, and other sovereign obligations	21,118	17,046	4,072	—
Liabilities:				
Business acquisition liabilities	101,508	—	—	101,508

Our marketable securities and certain cash equivalents are classified as Level 2 within the fair value hierarchy, as we measure their fair value using market prices for similar instruments and inputs such as actual trade data, benchmark yields, broker/dealer quotes and other similar data obtained from quoted market prices or independent pricing vendors.

Fair value of the revenue-based business acquisition liabilities was determined using a discounted cash flow model, probability model, and an option pricing methodology. The significant inputs of such models are not observable in the market, such as certain financial metric growth rates, volatility and discount rates, market price risk adjustment, projections associated with the applicable milestone, the interest rate, and the related probabilities and payment structure in the contingent consideration arrangement.

The following are the significant unobservable inputs used in the two valuation techniques:

Unobservable input	Range			Weighted Average*
Revenue risk premium	1.6%	-	5.4%	2.5%
Revenue volatility	14.0%	-	15.8%	14.8%
Discount rate	4.9%	-	8.5%	5.3%
Projected year of payment	2026	-	2035	

* The weighted average rates were calculated based on the relative fair value of each business acquisition liability.

The change in the carrying value of the business acquisition liabilities during the three and six months ended June 30, 2026 and 2025, respectively, included the following:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Beginning balance	\$ 100,318	\$ 118,055	\$ 101,508	\$ 123,235
Purchase price contingent consideration	—	—	3,909	—
Changes resulting from foreign currency fluctuations	—	(252)	—	(252)
Contingent cash payments	(9,719)	(17,725)	(16,316)	(23,628)
Contingent RSU grants	(291)	(249)	(684)	(677)
Changes in fair value of business acquisition liabilities	9,707	5,222	16,059	5,389
Contractual payable reclassification	5,374	(79)	913	905
Ending balance	<u>\$ 105,389</u>	<u>\$ 104,972</u>	<u>\$ 105,389</u>	<u>\$ 104,972</u>

Changes in the fair value of business acquisition liabilities were driven by changes in market conditions and the achievement of certain performance conditions.

NOTE 7. INVENTORIES

Inventories included the following as of June 30, 2026 and December 31, 2025, respectively:

(In thousands)	June 30, 2026	December 31, 2025
Raw materials	\$ 177,559	\$ 162,247
Work in process	71,700	64,462
Finished goods	561,638	532,568
Total inventories	<u>\$ 810,897</u>	<u>\$ 759,277</u>

During the three months ended June 30, 2026 and 2025, net adjustments to cost of sales related to excess and obsolete inventory were \$4.8 million and \$5.0 million, respectively. The net adjustments for the three months ended June 30, 2026 and 2025 reflect a combination of additional expense for excess and obsolete related provisions (\$9.3 million and \$9.5 million, respectively) offset by sales and disposals (\$4.5 million and \$4.5 million, respectively) of inventory for which an excess and obsolete provision was previously recorded.

During the six months ended June 30, 2026 and 2025, net adjustments to cost of sales related to excess and obsolete inventory were \$9.8 million and \$10.9 million, respectively. The net adjustments for the six months ended June 30, 2026 and 2025 reflect a combination of additional expense for excess and obsolete related provisions (\$21.0 million and \$19.6 million, respectively) offset by sales and disposals (\$11.2 million and \$8.7 million, respectively) of inventory for which an excess and obsolete provision was previously recorded.

NOTE 8. PROPERTY AND EQUIPMENT

Property and equipment included the following as of June 30, 2026 and December 31, 2025, respectively:

(In thousands)	Useful Life (in years)	June 30, 2026	December 31, 2025
Land	—	\$ 10,812	\$ 10,849
Buildings and improvements	31.5	127,772	127,573
Equipment	5-15	270,939	258,475
Instruments, modules, and cases	5	823,585	813,488
Other property and equipment	3-5	70,511	59,067
		1,303,619	1,269,452
Less: accumulated depreciation and amortization		(770,091)	(705,000)
Total		<u>\$ 533,528</u>	<u>\$ 564,452</u>

Instruments are hand-held devices used by surgeons to install implants during surgery. Modules and cases are used to store and transport the instruments and implants.

Depreciation expense related to property and equipment was as follows during the three and six months ended June 30, 2026 and 2025, respectively:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Depreciation	\$ 40,525	\$ 40,442	\$ 81,120	\$ 77,713

NOTE 9. GOODWILL AND INTANGIBLE ASSETS

The change in the carrying amount of goodwill during the twelve months ended December 31, 2025 and the six months ended June 30, 2026, respectively, included the following:

(In thousands)	
December 31, 2024	\$ 1,432,387
Foreign exchange	2,646
December 31, 2025	1,435,033
Additions and adjustments	3,920
Foreign exchange	(737)
June 30, 2026	<u>\$ 1,438,216</u>

Intangible assets as of June 30, 2026 included the following:

(In thousands)	Weighted Average Amortization Period (in years)	June 30, 2026		
		Gross Carrying Amount	Accumulated Amortization	Intangible Assets, net
Customer relationships & other intangibles	10.5	\$ 367,061	\$ (131,883)	\$ 235,178
Developed technology	7.9	729,276	(289,852)	439,424
Patents	14.2	16,105	(6,877)	9,228
Trade names	15.3	10,034	(1,240)	8,794
Total intangible assets		<u>\$ 1,122,476</u>	<u>\$ (429,852)</u>	<u>\$ 692,624</u>

Intangible assets as of December 31, 2025 included the following:

(In thousands)	Weighted Average Amortization Period (in years)	December 31, 2025		
		Gross Carrying Amount	Accumulated Amortization	Intangible Assets, net
Customer relationships & other intangibles	10.5	\$ 367,184	\$ (116,701)	\$ 250,483
Developed technology	7.9	725,237	(248,098)	477,139
Patents	14.1	14,744	(6,410)	8,334
Trade names	15.3	10,034	(926)	9,108
Total intangible assets		<u>\$ 1,117,199</u>	<u>\$ (372,135)</u>	<u>\$ 745,064</u>

The following table summarizes amortization of intangible assets for future periods as of June 30, 2026:

<i>(In thousands)</i>	Annual Amortization
2026	\$ 58,814
2027	116,354
2028	113,063
2029	112,743
Thereafter	291,650
Total	<u>\$ 692,624</u>

NOTE 10. ACCRUED EXPENSES

Accrued expenses as of June 30, 2026 and December 31, 2025, respectively, included the following:

<i>(In thousands)</i>	June 30, 2026	December 31, 2025
Compensation and other employee-related costs	\$ 138,238	\$ 167,105
Legal and other settlements and expenses	52,453	51,875
Accrued non-income taxes	28,861	29,240
Royalties	14,789	11,632
Rebates	52,987	47,503
Other	13,400	26,231
Total accrued expenses	<u>\$ 300,728</u>	<u>\$ 333,586</u>

NOTE 11. DEBT

Line of Credit

In September 2023, we entered into an unsecured credit agreement with U.S. Bank National Association, as administrative agent, Citizens Bank, N.A., as syndication agent, Royal Bank of Canada, as documentation agent, U.S. Bank National Association and Citizens Bank, N.A., as joint lead arrangers and joint book runners, and the other lenders referred to therein (the “September 2023 Credit Agreement”), that provides a revolving credit facility permitting borrowings up to \$400.0 million and has a termination date of September 27, 2028. We may request an increase in the revolving commitments in an aggregate amount not to exceed (i) \$200 million or (ii) an unlimited amount, so long as the Leverage Ratio (as defined in the September 2023 Credit Agreement) is at least 0.25 to 1.00 less than the applicable Leverage Ratio then required under the September 2023 Credit Agreement. Revolving loans under the September 2023 Credit Agreement bear interest at either a base rate or the Term SOFR Rate (as defined in the September 2023 Credit Agreement) plus, in each case, an applicable margin, as determined in accordance with the provisions of the September 2023 Credit Agreement. The Applicable Margin ranges from 0.125% to 0.625% for the Base Rate and 1.125% to 1.625% for the Term SOFR Rate (each as defined in the September 2023 Credit Agreement). We may also request Swingline Loans at either the Base Rate or the Daily Term SOFR Rate (each as defined in the September 2023 Credit Agreement). The September 2023 Credit Agreement is guaranteed by certain direct or indirect wholly owned subsidiaries of the Company. The September 2023 Credit Agreement contains financial and other customary covenants, including a funded net indebtedness to adjusted EBITDA ratio. As of June 30, 2026, we had no outstanding borrowings under the September 2023 Credit Agreement and we were in compliance with all covenants.

0.375% Senior Convertible Notes due 2025

As previously disclosed on September 1, 2023, the Company entered into the Merger Agreement (the “NuVasive Merger Agreement”) with NuVasive, Inc. (“NuVasive”) and Zebra Merger Sub Inc., a wholly owned subsidiary of the Company (“Merger Sub”). Pursuant to the terms of the NuVasive Merger Agreement, Merger Sub merged with and into NuVasive (the “NuVasive Merger”), with NuVasive surviving as a wholly owned subsidiary of the Company. In connection with the closing of the NuVasive Merger, the Company, NuVasive and Wilmington Trust National Association, as trustee (the “Trustee”), entered into a supplemental agreement (the “First Supplemental Indenture”) to the Indenture, dated March 2, 2020 (the “Base Indenture”), by and between NuVasive and the Trustee, relating to NuVasive’s \$450.0 million in aggregate principal amount of 0.375% Convertible Senior Notes due 2025 (the “2025 Notes”). On March 15, 2025, the \$450.0 million in remaining aggregate principal amount of the 2025 Notes was paid off, net of an immaterial number of converted units that were settled in cash. There were no 2025 Notes outstanding as of June 30, 2026.

There was no interest expense recognized on the 2025 Notes for the three months ended June 30, 2026 and 2025. There was no interest expense and \$6.9 million of interest expense recognized on the 2025 Notes for the six months ended June 30, 2026 and 2025, respectively.

NOTE 12. EQUITY

Share Repurchases

On May 15, 2025, our Board of Directors (the “Board”) approved a new share repurchase program that authorizes the Company to repurchase up to \$500.0 million of the Company’s Class A Common Stock (“Class A Common”). Repurchases may be made through privately negotiated transactions or open market transactions, including pursuant to a trading plan in accordance with Rule 10b5-1 and/or Rule 10b-18 under the Exchange Act. The repurchase program has no time limit and may be suspended for periods or discontinued at any time.

During the three and six months ended June 30, 2026, the Company repurchased 1.6 million shares for a total of \$136.1 million, at an average price of \$82.96 per share, under this repurchase program. As of June 30, 2026, the Company had a remaining authorization to repurchase a total of \$253.9 million of the Company’s Class A Common.

Shares repurchased by the Company are accounted for under the constructive retirement method, in which the shares repurchased are immediately retired, as there is no plan to reissue the shares. The value of the retired shares includes the 1% excise tax accrual as a result of the Inflation Reduction Act of 2022. The Company made an accounting policy election to charge the excess of repurchase price over par value entirely to retained earnings.

Common Stock

Our Amended and Restated Certificate of Incorporation provides for a total of 775,000,000 authorized shares of common stock. Of the authorized number of shares of common stock, 500,000,000 shares are designated as Class A Common, and 275,000,000 shares are designated as the Class B Common Stock (“Class B Common”).

The holders of Class A Common are entitled to one vote for each share of Class A Common held. The holders of Class B Common are entitled to 10 votes for each share of Class B Common held. Each share of our Class B Common is convertible at any time at the option of the holder into one share of our Class A Common. In addition, each share of our Class B Common will convert automatically into one share of our Class A Common upon any transfer, whether or not for value, except for permitted transfers. For more details relating to the conversion of our Class B Common please see “Description of Securities of the Registrant” filed as Exhibit 4.2 to our Annual Report on Form 10-K filed with the SEC on February 24, 2026. The holders of Class A Common and Class B Common vote together as one class of common stock. Except for voting rights, the Class A Common and Class B Common have the same rights and privileges.

Accumulated Other Comprehensive Income (Loss)

The tables below present the changes in each component of accumulated other comprehensive income/(loss), including current period other comprehensive income/(loss) and reclassifications out of accumulated other comprehensive income/(loss) for the six months ended June 30, 2026 and 2025, respectively:

<i>(In thousands)</i>	Unrealized loss on marketable securities, net of tax	Foreign currency translation adjustments	Accumulated other comprehensive loss
Accumulated other comprehensive income/(loss), net of tax, at December 31, 2025	\$ 131	\$ 15,215	\$ 15,346
Other comprehensive income/(loss) before reclassifications	(1,532)	(2,439)	(3,971)
Amounts reclassified from accumulated other comprehensive income/(loss), net of tax	(179)	—	(179)
Other comprehensive income/(loss), net of tax	(1,711)	(2,439)	(4,150)
Accumulated other comprehensive income/(loss), net of tax, at June 30, 2026	\$ (1,580)	\$ 12,776	\$ 11,196

<i>(In thousands)</i>	Unrealized loss on marketable securities, net of tax	Foreign currency translation adjustments	Accumulated other comprehensive loss
Accumulated other comprehensive income/(loss), net of tax, at December 31, 2024	\$ (317)	\$ (6,544)	\$ (6,861)
Other comprehensive income/(loss) before reclassifications	315	16,783	17,098
Amounts reclassified from accumulated other comprehensive income/(loss), net of tax	2	—	2
Other comprehensive income/(loss), net of tax	317	16,783	17,100
Accumulated other comprehensive income/(loss), net of tax, at June 30, 2025	\$ —	\$ 10,239	\$ 10,239

Amounts reclassified from accumulated other comprehensive loss, net of tax, related to unrealized gains/losses on marketable securities were released to other income, net in our condensed consolidated statements of operations and comprehensive income.

Earnings Per Common Share

The Company computes basic earnings per share using the weighted-average number of common shares outstanding during the period. Diluted earnings per share assumes the conversion, exercise or issuance of all potential common stock equivalents, unless the effect of inclusion is anti-dilutive. For purposes of this calculation, common stock equivalents include the Company's stock options, unvested RSUs, and performance-based restricted stock units ("PRSUs"). These are included in basic net income per share as of the date that all necessary conditions have been satisfied and are included in the denominator for dilutive calculation for the entire period if such shares would be issuable as of the end of the reporting period assuming the end of the reporting period was the end of the contingency period.

The following table sets forth the computation of basic and diluted earnings per share for the three and six months ended June 30, 2026 and 2025, respectively:

<i>(In thousands, except per share amounts)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator:				
Net income/(loss) for basic	\$ 151,569	\$ 202,846	\$ 275,871	\$ 278,308
Denominator for basic and diluted net income per share:				
Weighted average shares outstanding for basic	135,054	135,205	135,209	135,981
Dilutive stock options, RSUs, and PRSUs	2,329	1,294	2,578	2,156
Weighted average shares outstanding for diluted	137,384	136,499	137,787	138,137
Earnings per share:				
Basic	\$ 1.12	\$ 1.50	\$ 2.04	\$ 2.05
Diluted	\$ 1.10	\$ 1.49	\$ 2.00	\$ 2.01
Anti-dilutive stock options and RSUs excluded from the calculation	3,371	6,803	3,283	4,926
Anti-dilutive warrants excluded from the calculation	—	3,075	—	3,075
Total	\$ 3,371	\$ 9,878	\$ 3,283	\$ 8,001

NOTE 13. STOCK-BASED AWARDS

We have four stock plans: our 2012 Equity Incentive Plan (the "2012 Plan"), our 2021 Equity Incentive Plan (as amended to date, the "2021 Plan"), the NuVasive 2014 Equity Incentive Plan (the "NuVasive 2014 Plan"), and the Ellipse Technologies 2015 Incentive Award Plan (the "Ellipse 2015 Plan" and, together with the 2012 Plan, the 2021 Plan, and NuVasive 2014 Plan, the "Plans"). The 2021 Plan is the only plan pursuant to which new awards may be granted.

The 2012 Plan was approved by our Board in March 2012, and by our stockholders in June 2012. The 2012 Plan terminated as to new awards pursuant to its terms in 2022. Following effectiveness of the 2021 Plan, we have not issued any additional awards under the 2012 Plan; however, awards previously granted under the 2012 Plan remain outstanding and are administered by our Board under the terms and conditions of the 2012 Plan.

The 2021 Plan was approved by our Board in March 2021, and by our stockholders in June 2021. The purpose of the 2021 Plan is to provide incentives to employees, directors, and consultants of Globus. The 2021 Plan is administered by the Board or its delegates. Under the 2021 Plan, as amended to date, the aggregate number of shares of Class A Common that are able to be issued subject to options and other awards is equal to the sum of (i) 12,000,000 shares, (ii) any shares available for issuance under the 2012 Plan as of June 3, 2021 and (iii) any shares underlying awards outstanding under the 2012 Plan or 2021 Plan as of June 3, 2021 that, on or after that date, are forfeited, terminated, expired or lapse for any reason, or are settled for cash without delivery of shares. The number of shares that may be issued or transferred pursuant to incentive stock options under the 2021 Plan is limited to 12,000,000 shares. The shares of Class A Common covered by the 2021 Plan include authorized but unissued shares, treasury shares or shares of common stock purchased on the open market. The number, type of awards, exercise price, and vesting terms are determined by the Board or its delegates in accordance with the terms of the 2021 Plan. The options granted expire on a date specified by the Board, which generally is ten years from the grant date. Options granted to employees generally vest in varying installments over a four-year period.

In connection with the NuVasive Merger, the Company assumed outstanding awards for the RSUs and PRSUs under the NuVasive 2014 Plan and the Ellipse 2015 Plan in accordance with the terms in the NuVasive Merger Agreement. The issuance amount of the PRSUs is determined by the Compensation Committee of the Board. Share payout levels range from 0% to 100% depending on the respective terms of an award.

As of June 30, 2026, pursuant to the 2021 Plan, the NuVasive 2014 Plan and the Ellipse 2015 Plan, there were 14,005,800 shares, 0 shares and 8,861 shares, respectively, of Class A Common reserved for issuance and 4,496,678 shares, 0 shares and 0 shares, respectively, of Class A Common available for future grants. The NuVasive 2014 Plan terminated as to new awards pursuant to its terms in the second quarter of 2024. In accordance with its terms, the Ellipse 2015 Plan terminated as to new awards pursuant to its terms in the fourth quarter of 2025.

Stock Options

Stock option activity during the six months ended June 30, 2026 is summarized as follows:

	Option Shares (thousands)	Weighted average exercise price	Weighted average remaining contractual life (years)	Aggregate intrinsic value (thousands)
Outstanding at December 31, 2025	10,579	\$ 61.11		
Granted	1,553	93.42		
Exercised	(741)	49.86		
Forfeited	(369)	74.59		
Outstanding at June 30, 2026	11,022	65.96	6.6	\$ 181,304
Exercisable at June 30, 2026	6,578	58.72	5.2	140,129
Expected to vest at June 30, 2026	4,443	\$ 76.68	8.6	\$ 41,175

The total intrinsic value of stock options exercised was \$8.5 million and \$1.2 million during the three months ended June 30, 2026 and 2025, respectively. The total intrinsic value of stock options exercised was \$30.5 million and \$13.5 million during the six months ended June 30, 2026 and 2025, respectively.

The fair value of the options was estimated on the date of the grant using a Black-Scholes option pricing model with the following assumptions:

	Six Months Ended June 30,					
	2026			2025		
Risk-free interest rate	3.72%	-	4.21%	4.03%	-	4.52%
Expected term (years)	5.0	-	5.5	4.9	-	9.1
Expected volatility	37.0%	-	38.0%	34.0%	-	37.0%
Expected dividend yield	—%			—%		

The weighted average grant date fair value of stock options granted during the three months ended June 30, 2026 and 2025 was \$35.26 and \$29.45 per share, respectively. The weighted average grant date fair value of stock options granted during the six months ended June 30, 2026 and 2025 was \$36.34 and \$35.65 per share, respectively.

Restricted Stock Units

RSU activity during the six months ended June 30, 2026 is summarized as follows:

	Restricted Stock Units (thousands)	Weighted average grant date fair value per share	Weighted average remaining contractual life (years)
Outstanding at December 31, 2025	303	\$ 59.56	
Granted	8	90.12	
Vested	(131)	54.10	
Forfeited	(1)	54.10	
Outstanding at June 30, 2026	179	\$ 64.89	4.6

Performance-Based Restricted Stock Units

PRSU activity during the six months ended June 30, 2026 is summarized as follows:

	Performance-Based Restricted Stock Units (thousands)	Weighted average grant date fair value per share	Weighted average remaining contractual life (years)
Outstanding at December 31, 2025	12	\$ 62.15	
Granted	—	—	
Vested	(2)	54.10	
Forfeited	(1)	54.10	
Outstanding at June 30, 2026	9	\$ 64.89	1.4

Stock-Based Compensation

Compensation expense related to stock options granted to employees and non-employees under the Plans during the three and six months ended June 30, 2026 and 2025, respectively, was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
(In thousands)				
Stock-based compensation expense	\$ 13,383	\$ 13,617	\$ 26,000	\$ 26,823
Stock-based compensation expense classified into Acquisition-Related Costs	—	27,192	—	27,192
Net stock-based compensation capitalized into inventory	40	(226)	211	(345)
Total stock-based compensation cost	\$ 13,423	\$ 40,583	\$ 26,211	\$ 53,670

As of June 30, 2026, there was \$117.3 million of unrecognized compensation expense related to unvested employee stock options, RSUs, and PRSUs that vest over a weighted average period of 2.7 years.

NOTE 14. INCOME TAXES

In computing our income tax provision, we make certain estimates and judgments, such as estimated annual taxable income or loss, annual effective tax rate, nature and timing of permanent and temporary differences between taxable income for financial reporting and tax reporting, and the recoverability of deferred tax assets. Our estimates and assumptions may change as new events occur, additional information is obtained, or as the tax environment changes. Should facts and circumstances change during a quarter causing a material change to the estimated effective income tax rate, a cumulative adjustment is recorded.

The One Big Beautiful Bill Act (the “OBBBA”) was signed into law in 2025 and, among other things, modifies the international tax regime and extends or makes permanent various provisions from the Tax Cuts and Jobs Act of 2017, including bonus depreciation and

research and development expensing. The provisions of OBBBA for accelerated depreciation and research and development expenses reduce our cash income tax expense for 2026, and the modifications for the international tax provisions of OBBBA reduce our tax rate for 2026.

The following table provides a summary of our effective income tax rate for the three and six months ended June 30, 2026 and 2025, respectively:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Effective income tax rate	20.1%	(7.8%)	20.5%	4.6%

For the three and six months ended June 30, 2026, the increase in the effective tax rate was due to a one-time tax benefit in the prior period related to state valuation allowance release and impact of the non-taxable bargain purchase gain.

NOTE 15. RESTRUCTURING AND OTHER COSTS

The Company recorded employee termination benefits as a part of the 2024 Synergy Plan and 2025 Strategic Integration Plan. The 2024 Synergy Plan was designed to optimize the organizational structure of Globus by reducing the size of our workforce. Impacted employees were notified during the first and third quarters of 2024 and the second quarter of 2025.

The 2025 Strategic Integration Plan was implemented to streamline operations. Impacted employees were notified during the second quarter of 2025 and the first quarter of 2026.

The 2024 Synergy Plan

Totals include stock-based compensation expense, classified in accordance with ASC Topic 420, *Exit or Disposal Cost Obligations*. The following table provides a summary of the recognized pre-tax costs for the three and six months ended June 30, 2026 and 2025, respectively:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
<i>(In thousands)</i>				
Research and Development	\$ —	\$ 211	\$ —	\$ 307
Selling, General and Administrative	—	149	3	207
Restructuring Costs	1,904	3,059	3,495	3,059
Total restructuring and other costs	\$ 1,904	\$ 3,419	\$ 3,498	\$ 3,573

The following table provides a summary of activity related to the restructuring program for the three and six months ended June 30, 2026 and 2025, respectively:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
<i>(In thousands)</i>				
Beginning Balance	\$ 1,233	\$ 1,222	\$ 61	\$ 2,747
Net Charges	1,904	3,419	3,498	3,573
Cash Payments	(2,718)	(1,747)	(3,137)	(3,272)
Settled non-cash ^(a)	—	(360)	(3)	(514)
Ending Balance	\$ 419	\$ 2,534	\$ 419	\$ 2,534

(a) Represents share-based compensation settled without cash payments.

The 2025 Strategic Integration Plan

There was no stock-based compensation expense included below. The following table provides a summary of the recognized pre-tax costs for the three and six months ended June 30, 2026 and 2025, respectively:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Restructuring Costs	\$ 52	\$ 10,489	\$ 3,674	\$ 10,489

The following table provides a summary of activity related to the restructuring program for the three and six months ended June 30, 2026 and 2025, respectively:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Beginning Balance	\$ 2,397	\$ —	\$ 581	\$ —
Net charges	52	10,489	3,674	10,489
Cash Payments	(1,338)	—	(3,133)	—
Foreign currency impact	3	12	(7)	12
Ending Balance	\$ 1,115	\$ 10,501	\$ 1,115	\$ 10,501

NOTE 16. LEASES

The Company leases certain equipment, vehicles, office and storage facilities via various operating and financing lease agreements. Our leases have initial lease terms ranging from one year to seventeen years. Certain lease agreements require the Company to pay taxes, insurance, and maintenance, and provide for options to extend the term beyond the initial lease termination date. We use judgment to determine whether it is reasonably possible that we will extend the lease beyond the initial term and the length of the possible extension. Leases that have terms of less than 12 months are treated as short-term and we do not recognize right-of-use assets or lease liabilities for such leases. We generally estimate discount rates using our incremental borrowing rate, and based on other information available, at commencement date of a lease when determining the present value of future payments, as most of our leases do not provide an implicit rate.

The Company includes financing lease right-of-use assets in other assets, short-term financing lease liabilities in accrued expenses, and long-term financing lease liabilities in other liabilities on the condensed consolidated balance sheet. Operating lease expense is recognized, on a straight-line basis over the term of the lease, as a component of operating income on the condensed consolidated statement of operations and comprehensive income. Finance leases amortize the right-of-use assets and amortize the interest on the lease liability over the term of the lease.

Amounts reported in the condensed consolidated balance sheet were as follows as of June 30, 2026 and December 31, 2025, respectively:

(In thousands)	June 30,	December 31,
	2026	2025
Asset:		
Operating lease right-of-use asset	\$ 59,155	\$ 63,786
Finance lease right-of-use asset	697	718
Total leased assets	<u>\$ 59,852</u>	<u>\$ 64,504</u>
Liabilities:		
Current:		
Operating lease liability	14,385	14,738
Finance lease liability	340	348
Long-term:		
Operating lease liability	96,807	103,918
Finance lease liability	380	436
Total lease liabilities	<u>\$ 111,912</u>	<u>\$ 119,440</u>

The table below summarizes the Company's lease costs arising from the operating and financing lease obligations for the three and six months ended June 30, 2026 and 2025, respectively:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Lease expense:				
Operating lease expense	\$ 6,462	\$ 5,017	\$ 12,407	\$ 8,516
Finance lease expense				
Depreciation of right-of-use asset	84	42	178	111
Interest expense on lease liabilities	11	4	23	12
Total lease expense	<u>\$ 6,557</u>	<u>\$ 5,063</u>	<u>\$ 12,608</u>	<u>\$ 8,639</u>

Future minimum lease payments under non-cancellable leases as of June 30, 2026, are as follows:

(In thousands)	Finance Leases	Operating Leases
2026	\$ 192	\$ 11,384
2027	301	21,042
2028	185	18,578
2029	69	18,226
2030	28	17,961
Thereafter	—	57,722
Total minimum lease payments	<u>\$ 776</u>	<u>\$ 144,913</u>
Less: amount representing interest	(56)	(33,721)
Present value of obligations under leases	720	111,192
Less: current portion	(340)	(14,385)
Long-term lease obligations	<u>\$ 380</u>	<u>\$ 96,807</u>

The table below summarizes the Company's supplemental cash flow information and assumptions used for the six months ended June 30, 2026 and 2025, respectively:

(In thousands, except weighted average lease term and discount rate)	Six Months Ended June 30,	
	2026	2025
Other supplemental cash flow information:		
Cash paid for amounts included in measurement of lease liabilities		
Operating cash flows from operating leases	\$ 11,458	\$ 10,926
Operating cash flows for finance leases	25	12
Financing cash flows for finance leases	169	139
Total cash paid for amounts included in the measurement of lease liabilities	\$ 11,652	\$ 11,077
Right-of-use assets obtained in exchange for lease obligations		
Operating leases	\$ 2,659	\$ 16,984
Financing leases	\$ 431	\$ 81
Weighted-average remaining lease term		
Operating leases	7.1	8.1
Financing leases	2.6	2.8
Weighted-average discount rate		
Operating leases	7.0 %	7.5 %
Financing leases	5.8 %	5.7 %

NOTE 17. COMMITMENTS AND CONTINGENCIES

We are involved in a number of proceedings, legal actions, and claims arising in the ordinary course of business. Such matters are subject to many uncertainties, and the outcomes of these matters are not within our control and may not be known for prolonged periods of time. In some actions, the claimants seek damages, as well as other relief, including injunctions prohibiting us from engaging in certain activities, which, if granted, could require significant expenditures and/or result in lost revenues. We record a liability in the condensed consolidated financial statements for these actions when a loss is considered probable and the amount can be reasonably estimated. If the reasonable estimate of a probable loss is a range, and no amount in the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss is reasonably possible, but not known or probable, and can be reasonably estimated, the estimated loss or range of loss is disclosed. In most cases, significant judgment is required to estimate the amount and timing of a loss to be recorded. While it is not possible to predict the outcome for most of the matters discussed, we believe it is possible that costs associated with them could have a material adverse impact on our consolidated earnings, financial position or cash flows.

Moskowitz Family LLC Litigation

On November 20, 2019, Moskowitz Family LLC ("Moskowitz") filed suit against us in the U.S. District Court for the Western District of Texas for patent infringement. Moskowitz, a non-practicing entity, alleges that Globus willfully infringes one or more claims of six patents by making, using, offering for sale or selling the COALITION MIS®, CORBEL®, MAGNIFY®-S, HEDRON IA™, INDEPENDENCE MIS®, INDEPENDENCE MIS AGX®, FORTIFY® and XPAND® families, SABLE®, RISE®, RISE® INTRALIF, RISE®-L, ELSA®, ELSA® ATP, ALTERA®, ARIEL®, CALIBER® and CALIBER®-L products. Moskowitz seeks monetary damages and injunctive relief. On July 2, 2020, this suit was transferred from the U.S. District Court for the Western District of Texas to the U.S. District Court for the Eastern District of Pennsylvania. On December 14, 2023, a jury returned a defense verdict in favor of Globus. On September 30, 2024, Moskowitz filed an appeal to the verdict. The outcome of this litigation cannot be determined, nor can we estimate a range of potential loss; therefore, we have not recorded a liability, outside of counsel fees, related to this litigation as of June 30, 2026.

Pimenta Litigation

On April 2, 2018, Dr. Luiz Pimenta filed suit against NuVasive in the Superior Court of California, County of San Diego (the "Court") for breach of contract alleging NuVasive improperly terminated the Clinical Advisor Agreement (the "Agreement") between the parties (the "Pimenta Litigation"). Dr. Pimenta sought monetary damages totaling \$97 million, later reduced to \$82 million, in the form of unpaid royalties relating to a number of NuVasive products. On September 13, 2022, NuVasive filed cross-claims against Dr. Pimenta for breach of contract alleging that Dr. Pimenta improperly provided inventions to Alphatec Holdings, Inc., a competitor of NuVasive, without granting NuVasive the right of first negotiation under the Agreement. NuVasive is seeking monetary damages in the form of lost profits.

related to the undisclosed inventions. On November 4, 2025, a jury returned a verdict that included \$28.7 million in damages against NuVasive on which statutory interest and costs will apply. The jury did not award damages on the cross claims. On January 28, 2026, the Court ruled on the post-trial motions and interest costs associated with the damages. As of December 31, 2025, we recorded a liability of \$43.1 million, which includes our accrual for interest and costs based on the Court's order, in our accrued expenses. This provision for litigation charge was within our selling, general, and administrative expense financial statement line for the year ended December 31, 2025. No additional charges or accruals were recorded in the three and six months ended June 30, 2026. The Company intends to vigorously defend against these claims and has filed an appeal.

4WEB LLC Litigation

On April 25, 2023, 4WEB LLC ("4WEB") filed suit against NuVasive in the U.S. District Court for the Eastern District of Texas alleging patent infringement. 4WEB alleges that NuVasive willfully infringes one or more claims of eleven patents by making, using, offering for sale, or selling the Modulus® line of products. 4WEB seeks monetary damages and injunctive relief. On May 2, 2024, this suit was transferred from the U.S. District Court for the Eastern District of Texas to the U.S. District Court for the Southern District of California. The litigation is currently ongoing, and the outcome of this litigation cannot be determined, nor can we estimate a range of potential loss; therefore, we have not recorded a liability, outside of counsel fees, related to this litigation as of June 30, 2026.

NOTE 18. SEGMENT AND GEOGRAPHIC INFORMATION

Operating segments are defined as components of an enterprise for which separate financial information is available that are evaluated regularly by the Chief Operating Decision Maker (the "CODM") in deciding how to allocate resources and in assessing performance. Generally, financial information is required to be reported on the basis that it is used internally for evaluating segment performance and deciding how to allocate resources to segments. Keith W. Pfeil, Chief Executive Officer, is identified as the CODM who determines resource allocation, investing activities, and performance assessment as of June 30, 2026. The CODM uses revenue, gross profit and operating income to assess financial performance of the segments and make key operating decisions. Our CODM does not evaluate operating segments using asset or liability information.

The Company identified two operating segments, Musculoskeletal Solutions and Enabling Technologies, based on the overall management structure and business strategy. The Company aggregates these operating segments into one reportable segment, based on conclusions reached after considering relevant factors such as economic similarity, customer base, regulatory environment, production processes, nature of services and products provided, and our comprehensive approach to product development and offerings targeting patient needs through procedural-based solutions.

The following table represents total segment revenue, significant segments expenses and other expenses for the three and six months ended June 30, 2026 and 2025, respectively:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net sales	\$ 789,612	\$ 745,342	\$ 1,549,466	\$ 1,343,463
Cost of Sales and Operating expenses:				
Cost of sales	(210,505)	(213,162)	(413,494)	(379,538)
Amortization of inventory fair value step-up ^(a)	—	(5,967)	—	(6,016)
Depreciation related to cost of sales	(30,934)	(29,636)	(62,011)	(58,609)
Research and development employee-related cost	(26,126)	(30,101)	(53,463)	(55,533)
Research and development other ^(b)	(10,194)	(9,852)	(19,367)	(17,483)
Selling, general and administrative employee-related cost	(218,357)	(237,372)	(445,257)	(426,353)
Selling, general and administrative other ^(c)	(55,364)	(59,258)	(113,797)	(104,881)
Provision for litigation	(62)	2,621	(196)	3,908
Acquisition-related costs	(11,080)	(33,155)	(17,457)	(34,213)
Amortization of intangibles	(29,560)	(30,189)	(59,086)	(58,991)
Other segment expenses ^(d)	(13,827)	(22,390)	(29,100)	(31,156)
Operating income/(loss)	183,603	76,881	336,238	174,598
Interest income/(expense), net	7,074	693	12,508	2,374
Foreign currency transactional gain/(loss)	(860)	38	(2,973)	4,308
Bargain purchase gain	—	110,561	1,118	110,561
Income/(loss) before income taxes	\$ 189,817	\$ 188,173	\$ 346,891	\$ 291,841

(a) Amounts primarily related to inventory step up associated with the Nevro Merger.

(b) Amounts include IPR&D and other non-employee related costs.

(c) Amounts include non-employee related costs including taxes and fees.

(d) Amounts primarily include restructuring expense and credit losses.

The following table represents total net sales by geographic area, based on the location of the customer for the three and six months ended June 30, 2026 and 2025, respectively:

(In thousands)	Net Sales			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
United States	\$ 619,105	\$ 600,784	\$ 1,223,993	\$ 1,084,641
International	170,507	144,558	325,473	258,822
Total	\$ 789,612	\$ 745,342	\$ 1,549,466	\$ 1,343,463

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes that appear in Item 1 of this Quarterly Report on Form 10-Q (this “Quarterly Report”) and with our audited consolidated financial statements and related notes for the year ended December 31, 2025, which are included in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the United States (“U.S”) Securities and Exchange Commission (the “SEC”) on February 24, 2026. This “Management’s Discussion and Analysis of Financial Condition and Results of Operations” generally discusses the three and six months ended June 30, 2026 and 2025 and provides comparisons between the periods. A discussion of our Results of Operations for the three and six months ended June 30, 2025, can be found in “**Part I, Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations: Results of Operations; Three Months Ended June 30, 2025 Compared to the Three Months Ended June 30, 2024**” and “**Part I, Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations: Results of Operations; Six Months Ended June 30, 2025 Compared to the Six Months Ended June 30, 2024**” in our Quarterly Report on [Form 10-Q for the quarter ended June 30, 2025 filed with the SEC on August 7, 2025](#).

Overview

Globus Medical, Inc. (together, as applicable, with its consolidated subsidiaries, the “Company,” “Globus,” “we,” “us” or “our”), headquartered in Audubon, Pennsylvania, is a medical device company that develops and commercializes healthcare solutions whose mission is to improve the quality of life of patients with musculoskeletal disorders. Founded in 2003, Globus is committed to medical device innovation and delivering exceptional service to hospitals, ambulatory surgery centers and physicians to advance patient care and improve efficiency. Since inception, Globus has listened to the voice of the surgeon to develop practical solutions and products to help surgeons effectively treat patients and improve lives.

We are an engineering-driven company with a history of rapidly developing and commercializing advanced products and procedures to assist surgeons in effectively treating their patients and to address new treatment challenges. With numerous products launched since the founding of the Company, we offer a comprehensive portfolio of innovative and differentiated technologies that address a variety of musculoskeletal pathologies, anatomies and surgical approaches. We separate our products and services into two major categories: Musculoskeletal Solutions and Enabling Technologies.

Nevro Merger

As previously disclosed on February 6, 2025, the Company entered into an Agreement and Plan of Merger (the “Nevro Merger Agreement”) with Nevro Corp. (“Nevro”) and Palmer Merger Sub, Inc., a wholly owned subsidiary of the Company (“Palmer Merger Sub”). On April 3, 2025, pursuant to the terms of the Nevro Merger Agreement, Palmer Merger Sub merged with and into Nevro (the “Nevro Merger”), with Nevro surviving as a wholly owned subsidiary of the Company. Upon the consummation of the Nevro Merger, each issued and outstanding share of common stock of Nevro, \$0.001 par value per share, was cancelled and converted into the right to receive cash in an amount equal to \$5.85 per share of common stock of Nevro, without interest and subject to any applicable withholding taxes.

Product & Service Categories

While we group our revenue into two categories, Musculoskeletal Solutions and Enabling Technologies, they are not limited to a particular technology, platform or surgical approach. Instead, our goal is to offer a comprehensive product suite that can be used to safely and effectively treat patients based on their specific anatomy and condition, and is customized to the surgeon’s training and surgical preference.

Musculoskeletal Solutions

Our Musculoskeletal Solutions consist primarily of implantable devices, biologics, accessories, unique surgical instruments, spinal cord stimulation treatment therapy, and neuromonitoring services, used in an expansive range of spinal, orthopedic and neurosurgical procedures. Musculoskeletal disorders are a leading driver of healthcare costs worldwide. Disorders range in severity from mild pain and loss of feeling to extreme pain and paralysis. These disorders are primarily caused by degenerative and congenital conditions, deformity, tumors and traumatic injuries. Treatment alternatives for musculoskeletal disorders range from non-operative conservative therapies to surgical interventions depending on the pathology. Conservative therapies include bed rest, medication, casting, bracing, and physical therapy. When conservative therapies are not indicated, or fail to provide adequate quality of life improvements, surgical interventions may be used. Surgical treatments for musculoskeletal disorders can be instrumented, which include the use of implants, or non-instrumented, which forego the use of hardware but may include biologics. Our spinal cord stimulation treatment therapy uses neuromodulation technology delivered by an implantable device that delivers electrical impulses to treat chronic pain. Our neuromonitoring services use proprietary software-driven nerve detection and avoidance technology and include intraoperative neuromonitoring (“IONM”) services to aid spine surgery.

Enabling Technologies

Our Enabling Technologies are comprised of imaging, navigation and robotics (“INR”) solutions for assisted surgery which are advanced computer-assisted intelligent systems designed to enhance a surgeon’s capabilities and ultimately improve patient care and reduce radiation exposure for all involved by streamlining surgical procedures to be safer, less invasive, and more accurate. The market for our Enabling Technologies in spine, cranial and orthopedic surgery is still in its infancy stage and consists primarily of INR systems. In spine, a majority of these technologies are limited to surgical planning and assistance in implant placement for increased accuracy and time savings with less intraoperative radiation exposure to the patient and surgical staff. As our Enabling Technologies become more fully integrated with our Musculoskeletal Solutions, a continued rise in adoption is expected. Furthermore, we believe as new technologies such as augmented reality and artificial intelligence are introduced, Enabling Technologies have the potential to transform the way surgery is performed and most importantly, continue to improve patient outcomes.

Geographic Information

To date, the primary market for our products and services has been within the U.S., where we sell our products and services through a combination of direct sales representatives employed by us and distributor sales representatives employed by exclusive independent distributors, who distribute our products for a commission that is generally based on a percentage of sales. We believe there is significant opportunity to strengthen our position in the U.S. market by increasing the size of our U.S. sales force, and we intend to add additional direct and distributor sales representatives in the future.

During the six months ended June 30, 2026, international net sales accounted for approximately 21.0% of our total net sales. We have sold our products and services in approximately 61 countries other than the U.S. through a combination of sales representatives employed by us and exclusive international distributors. We believe there are significant opportunities for us to increase our presence in both existing and new international markets through the continued expansion of our direct and distributor sales forces and through the commercialization of additional products.

Seasonality

Our business is generally not seasonal in nature. However, sales of our Musculoskeletal Solutions products and neuromonitoring services may be influenced by summer vacation and winter holiday periods during which we have experienced fewer surgeries taking place, as well as more surgeries taking place later in the year when patients have met the deductibles under insurance plans. Sales of our Enabling Technologies products may be influenced by longer capital purchase cycles and the timing of budget approvals for major capital purchases.

Critical Accounting Estimates

The preparation of the condensed consolidated financial statements requires us to make assumptions, estimates and judgments that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities as of the date of the condensed consolidated financial statements, and the reported amounts of sales and expenses during the reporting periods. There have been no material changes to the critical accounting policies and estimates as previously disclosed in “**Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operation**” of our [Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 24, 2026](#).

Results of Operations

We manage our business globally within two operating segments, which is consistent with how our management reviews our business, makes investment and resource allocation decisions and assesses operating performance. We have concluded that these operating segments are aggregated into one reportable segment, based on the aggregation criteria.

Three Months Ended June 30, 2026 Compared to the Three Months Ended June 30, 2025

Net Sales

The following table sets forth, for the periods indicated, our net sales by geography expressed as dollar amounts and the changes in net sales between the specified periods expressed in dollar amounts and as percentages:

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
U.S.	\$ 619,105	\$ 600,784	\$ 18,321	3.0%
International	170,507	144,558	25,949	18.0%
Total net sales	\$ 789,612	\$ 745,342	\$ 44,270	5.9%

In the U.S., net sales increased by \$18.3 million, or 3.0%, for the three months ended June 30, 2026. From a product standpoint, the increase was primarily driven by Musculoskeletal Solutions sales of \$45.7 million, which were driven by increased spine implantable devices sales of \$32.3 million and neuromonitoring sales of \$10.4 million. This increase was partially offset by decreases in Nevro sales of \$15.1 million and decreased domestic Enabling Technology sales of \$12.3 million, driven by lower unit placement.

International net sales increased by \$25.9 million, or 18.0%, for the three months ended June 30, 2026. From a product standpoint, the increase was primarily driven by Musculoskeletal Solutions sales of \$21.2 million and Nevro sales of \$1.5 million. Enabling Technology sales increased by \$3.2 million as compared to the same period in the prior-year period, primarily driven by increased unit placement. From a geographic standpoint, international net sales in the Europe and Middle East region increased \$15.7 million, sales in the Latin American region increased \$8.8 million and sales in the Asia Pacific region increased \$1.4 million.

Cost of Sales

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Cost of sales (exclusive of amortization of intangibles)	\$ 241,439	\$ 248,765	\$ (7,326)	(2.9%)
Percentage of net sales	30.6%	33.4%		

The \$7.3 million, or 2.9%, decrease in cost of sales for the three months ended June 30, 2026 was primarily driven by Nevro amortization of inventory step up of \$6.0 million in the prior-year period, with no comparable event in the current-year period. Additionally, there was a decrease in product costs of \$7.3 million. This was partially offset by an increase in freight costs of \$3.5 million and an increase in depreciation of \$1.3 million.

Research and Development Expenses

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Research and development	\$ 36,321	\$ 39,954	\$ (3,633)	(9.1%)
Percentage of net sales	4.6%	5.4%		

The \$3.6 million, or 9.1%, decrease in research and development expenses was driven by a decrease of \$4.0 million in employee-related expenses.

Selling, General and Administrative Expenses

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Selling, general and administrative	\$ 286,823	\$ 303,622	\$ (16,799)	(5.5%)
Percentage of net sales	36.3%	40.7%		

The decrease of \$16.8 million, or 5.5%, in selling, general and administrative expenses was primarily driven by a decrease of \$19.0 million in employee-related expenses partially offset by an increase of \$2.7 million in provision for litigation.

Amortization of Intangibles

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Amortization of intangibles	\$ 29,560	\$ 30,189	\$ (629)	(2.1%)
Percentage of net sales	3.7%	4.1%		

Amortization of intangibles decreased by \$0.6 million, or 2.1%, primarily driven by the finalization of amortization of intangible assets as compared to the three months ended June 30, 2025.

Acquisition-Related Costs

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Acquisition-related costs	\$ 11,080	\$ 33,156	\$ (22,076)	(66.6%)
Percentage of net sales	1.4%	4.4%		

Acquisition-related costs decreased by \$22.1 million, or 66.6%, primarily driven by the \$26.1 million in expenses related to the Nevro Merger that were incurred during the three months ended June 30, 2025, with no comparable event in the current period. This decrease was partially offset by the change in the fair value of business acquisition liabilities. For the three months ended June 30, 2026, acquisition-related costs included \$9.7 million of charges recorded from changes in the fair value of business acquisition liabilities driven by changes in market conditions and the achievement of certain performance conditions, compared to the \$5.2 million recorded for the three-month period ended June 30, 2025.

Restructuring Costs

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Restructuring costs	\$ 1,957	\$ 13,547	\$ (11,590)	(85.6%)
Percentage of net sales	0.2%	1.8%		

The decrease in restructuring costs of \$11.6 million, or 85.6% was primarily due to lower employee termination benefit expenses related to the 2024 Synergy Plan and the 2025 Strategic Integration Plan in the current-year period. Refer to **“Part I; Item 1. Financial Statements; Notes to Condensed Consolidated Financial Statements (Unaudited); Note 15. Restructuring and Other Costs”** for further information regarding the 2024 Synergy Plan and the 2025 Strategic Integration Plan.

Bargain Purchase Gain

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Bargain purchase gain	\$ —	\$ 110,561	\$ (110,561)	(100.0%)
Percentage of net sales	—%	14.8%		

The \$110.6 million decrease was due to the bargain purchase gain related to the Nevro Merger as of June 30, 2025, with no comparable event in the current period.

Other Income/(Expense), Net

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Other income/(expense), net	\$ 7,385	\$ 1,503	\$ 5,882	391.3%
Percentage of net sales	0.9%	0.2%		

Other income/(expense) increased by \$5.9 million, or 391.3%, primarily due to a \$5.7 million increase in interest income.

Income Tax Provision/(Benefit)

(In thousands, except percentages)	Three Months Ended June 30,		Change	
	2026	2025	\$	%
Income tax provision/(benefit)	\$ 38,248	\$ (14,673)	\$ 52,921	360.7%
Effective income tax rate	20.1%	(7.8%)		

For the three and six months ended June 30, 2026, the increase in the effective tax rate was due to a one-time tax benefit in the prior period related to state valuation allowance release and the impact of the non-taxable bargain purchase gain.

Six Months Ended June 30, 2026 Compared to the Six Months Ended June 30, 2025

Net Sales

The following table sets forth, for the periods indicated, our net sales by geography expressed as dollar amounts and the changes in net sales between the specified periods expressed in dollar amounts and as percentages:

(In thousands, except percentages)	Six Months Ended June 30,		Change	
	2026	2025	\$	%
U.S.	\$ 1,223,993	\$ 1,084,641	\$ 139,352	12.8%
International	325,473	258,822	66,651	25.8%
Total net sales	\$ 1,549,466	\$ 1,343,463	\$ 206,003	15.3%

In the U.S., net sales increased by \$139.4 million, or 12.8%, for the six months ended June 30, 2026. From a product standpoint, the increase was primarily driven by Nevro sales of \$52.2 million and increased Musculoskeletal Solutions sales of \$99.4 million, which were driven by increased spine implantable devices sales of \$71.1 million and neuromonitoring sales of \$20.5 million.

International net sales increased by \$66.7 million, or 25.8%, for the six months ended June 30, 2026. From a product standpoint, the increase was primarily driven by Musculoskeletal Solutions sales of \$41.9 million and Nevro sales of \$17.0 million. Enabling Technology sales increased by \$7.8 million as compared to the six-month period ended June 30, 2025, primarily driven by increased unit placement. From a geographic standpoint, international net sales in the Europe and Middle East region increased \$46.6 million, sales in the Latin American region increased \$14.0 million and sales in the Asia Pacific region increased \$6.0 million.

Cost of Sales

(In thousands, except percentages)	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Cost of sales (exclusive of amortization of intangibles)	\$ 475,505	\$ 444,162	\$ 31,343	7.1%
Percentage of net sales	30.7%	33.1%		

The \$31.3 million, or 7.1%, increase in cost of sales for the six months ended June 30, 2026 was primarily driven by the cost of sales from Nevro products of \$8.9 million, an increase in freight cost of \$7.9 million, an increase in product cost of \$6.9 million driven primarily by higher volume, and an increase in depreciation of \$3.3 million.

Research and Development Expenses

(In thousands, except percentages)	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Research and development	\$ 72,831	\$ 73,016	\$ (185)	(0.3%)
Percentage of net sales	4.7%	5.4%		

Research and development expenses remained materially consistent period over period, decreasing \$0.2 million, or 0.3%, in the current-year period.

Selling, General and Administrative Expenses

<i>(In thousands, except percentages)</i>	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Selling, general and administrative	\$ 584,598	\$ 546,421	\$ 38,177	7.0%
Percentage of net sales	37.7%	40.7%		

The increase of \$38.2 million, or 7.0%, in selling, general and administrative expenses was primarily driven by an increase of \$27.3 million for Nevro expenses, as well as a \$9.1 million increase in employee-related expenses, a \$4.1 million increase in provision for litigation, a \$2.5 million increase in meeting expenses and a \$1.3 million increase in outside consulting fees. These increases were partially offset by a decrease of \$6.3 million in taxes and fees.

Amortization of Intangibles

<i>(In thousands, except percentages)</i>	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Amortization of intangibles	\$ 59,086	\$ 58,991	\$ 95	0.2%
Percentage of net sales	3.8%	4.4%		

Amortization of intangibles increased by \$0.1 million, or 0.2%, primarily driven by the acquisition of intangibles in connection with the Nevro Merger, which contributed \$3.4 million in expense in the current period as compared to \$1.5 million in the same period of the prior year. This increase was partially offset by the finalization of amortization of other intangible assets as compared to the six months ended June 30, 2025.

Acquisition-Related Costs

<i>(In thousands, except percentages)</i>	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Acquisition-related costs	\$ 17,457	\$ 34,213	\$ (16,756)	(49.0%)
Percentage of net sales	1.1%	2.5%		

Acquisition-related costs decreased by \$16.8 million, or 49.0%, primarily driven by the \$26.1 million in expenses related to the Nevro Merger that were incurred during the six months ended June 30, 2025, with no comparable event in the current period. This decrease was partially offset by the change in the fair value of business acquisition liabilities. For the six months ended June 30, 2026, acquisition-related costs included \$16.1 million of charges recorded from changes in the fair value of business acquisition liabilities driven by changes in market conditions and the achievement of certain performance conditions, compared to the \$5.4 million recorded for the six-month period ended June 30, 2025.

Restructuring Costs

<i>(In thousands, except percentages)</i>	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Restructuring costs	\$ 7,169	\$ 13,547	\$ (6,378)	(47.1%)
Percentage of net sales	0.5%	1.0%		

The \$6.4 million, or 47.1%, decrease in restructuring costs was primarily due to lower employee termination benefit expenses related to the 2024 Synergy Plan and the 2025 Strategic Integration Plan during the current-year period. Refer to **“Part I; Item 1. Financial Statements; Notes to Condensed Consolidated Financial Statements (Unaudited); Note 15. Restructuring and Other Costs”** for further information regarding the 2024 Synergy Plan and the 2025 Strategic Integration Plan.

Bargain Purchase Gain

<i>(In thousands, except percentages)</i>	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Bargain purchase gain	\$ 1,118	\$ 110,561	\$ (109,443)	(99.0%)
Percentage of net sales	0.1%	8.2%		

The \$109.4 million decrease was due to the bargain purchase gain related to the Nevro Merger as of June 30, 2025 compared to the \$1.1 million measurement period adjustments booked as of the six months ended June 30, 2026.

Other Income/(Expense), Net

(In thousands, except percentages)	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Other income/(expense), net	\$ 12,953	\$ 8,167	\$ 4,786	58.6%
Percentage of net sales	0.8%	0.6%		

Other income/(expense) increased by \$4.8 million, or 58.6%, primarily driven by a net increase in interest income of \$10.1 million, which was driven by a \$7.3 million decrease in interest expense and a \$2.9 million increase in interest income. This was offset by a foreign currency loss in the current period compared to a \$4.3 million gain in the same period of the prior year. Refer to **“Part I; Item 1. Financial Statements; Notes to Condensed Consolidated Financial Statements (Unaudited); Note 11. Debt”** for further information regarding the decrease in interest expense.

Income Tax Provision/(Benefit)

(In thousands, except percentages)	Six Months Ended June 30,		Change	
	2026	2025	\$	%
Income tax provision/(benefit)	\$ 71,020	\$ 13,533	\$ 57,487	424.8%
Effective income tax rate	20.5%	4.6%		

For the three and six months ended June 30, 2026, the increase in the effective tax rate was due to a one-time tax benefit in the prior period related to state valuation allowance release and the impact of the non-taxable bargain purchase gain.

Liquidity and Capital Resources

Our principal source of liquidity is cash flow from operating activities, as well as our cash and cash equivalents and marketable securities, which we believe will provide sufficient funding for us to meet our liquidity requirements for the foreseeable future. Our principal liquidity requirements are to fund working capital, research and development, including clinical trials, capital expenditures primarily related to investment in surgical sets required to maintain and expand our business, contingent consideration achievement obligations, potential future business or intellectual property acquisitions. We expect to continue to make investments in surgical sets as we launch new products, increase the size of our U.S. sales force, and expand into international markets. Future litigation or requirements to escrow funds could also materially impact our liquidity and our ability to invest in and operate our business on an ongoing basis. We may require additional liquidity as we continue to execute our business strategy. To the extent that we require new sources of liquidity, we may consider incurring debt, including borrowing against our existing credit facility, convertible debt instruments, and/or raising additional funds through an equity offering. The sale of additional equity may result in dilution to our stockholders. There is no assurance that we will be able to secure such additional funding on terms acceptable to us, or at all.

Line of Credit

In September 2023, we entered into an unsecured credit agreement with U.S. Bank National Association, as administrative agent, Citizens Bank, N.A., as syndication agent, Royal Bank of Canada, as documentation agent, U.S. Bank National Association and Citizens Bank, N.A., as joint lead arrangers and joint book runners, and the other lenders referred to therein (the “September 2023 Credit Agreement”), that provides a revolving credit facility permitting borrowings up to \$400.0 million and has a termination date of September 27, 2028. We may request an increase in the revolving commitments in an aggregate amount not to exceed (i) \$200 million or (ii) an unlimited amount, so long as the Leverage Ratio (as defined in the September 2023 Credit Agreement) is at least 0.25 to 1.00 less than the applicable Leverage Ratio then required under the September 2023 Credit Agreement. Revolving loans under the September 2023 Credit Agreement bear interest at either a base rate or the Term SOFR Rate (as defined in the September 2023 Credit Agreement) plus, in each case, an applicable margin, as determined in accordance with the provisions of the September 2023 Credit Agreement. The Applicable Margin ranges from 0.125% to 0.625% for the Base Rate and 1.125% to 1.625% for the Term SOFR Rate (each as defined in the September 2023 Credit Agreement). We may also request Swingline Loans at either the Base Rate or the Daily Term SOFR Rate (each as defined in the September 2023 Credit Agreement). The September 2023 Credit Agreement is guaranteed by certain direct or indirect wholly owned subsidiaries of the Company. The September 2023 Credit Agreement contains financial and other customary covenants, including a funded net indebtedness to adjusted EBITDA ratio. As of June 30, 2026, we had no outstanding borrowings under the September 2023 Credit Agreement and we were in compliance with all covenants.

Cash Flows

The following table summarizes, for the periods indicated, cash flows from operating, investing and financing activities:

(In thousands)	Six Months Ended June 30,		2026-2025 Change \$
	2026	2025	
Net cash provided by/(used in) operating activities	\$ 412,105	\$ 255,165	\$ 156,940
Net cash provided by/(used in) investing activities	(311,722)	(167,723)	(143,999)
Net cash provided by/(used in) financing activities	(116,299)	(660,333)	544,034
Effect of foreign exchange rate changes on cash	(2,495)	17,899	(20,394)
Increase (decrease) in cash and cash equivalents	\$ (18,411)	\$ (554,992)	\$ 536,581

Cash Provided by Operating Activities

The higher net cash provided by operating activities for the six months ended June 30, 2026, was primarily the result of a higher income before taxes of \$55.1 million, favorable changes in income taxes paid of \$62.6 million and non-cash adjustments of \$128.5 million. This was primarily due to the bargain purchase gain recognized during the six months ended June 30, 2025. This increase was partially offset by unfavorable changes in accounts receivable of \$47.6 million and inventory of \$32.8 million.

Cash Used in Investing Activities

The higher net cash used in investing activities for the six months ended June 30, 2026, was primarily due to an increase in purchases of marketable securities of \$252.3 million and a decrease in sales and maturities of marketable securities of \$113.8 million and \$39.0 million, respectively. This was partially offset by acquisition of businesses, net of cash acquired and purchases of intangible and other assets of \$251.1 million.

Cash Used in Financing Activities

The lower net cash used in financing activities for the six months ended June 30, 2026, was primarily due to the absence of senior convertible note repayments in 2026, as 2025 reflected the final payment of the 2025 Notes (as defined in *Note 11. Debt*). Additionally, a decrease in repurchases of the Company's Class A Common Stock ("Class A Common") of \$79.4 million, and an increase of \$21.0 million in net proceeds from the exercise of stock options also contributed to the decrease in cash used in financing activities during the six months ended June 30, 2026.

Contractual Obligations and Commitments

In connection with the Nevro Merger, the Company acquired additional obligations and commitments, including, operating lease obligations. Refer to **"Part I; Item 1. Financial Statements; Notes to Condensed Consolidated Financial Statements (Unaudited); Note 16. Leases"** above for further information.

Recently Adopted and Recently Issued Accounting Pronouncements

For further details on recently issued accounting pronouncements, please refer to **"Part I; Item 1. Financial Statements; Notes to Condensed Consolidated Financial Statements (Unaudited); Note 2. Summary of Significant Accounting Policies, (i) Recently Issued Accounting Pronouncements and (j) Recently Adopted Accounting Pronouncements"** above.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

We have evaluated the information required under this item that was disclosed under Item 7A in our [Annual Report on Form 10-K for the year ended December 31, 2025](#) filed with the SEC on February 24, 2026, and there have been no significant changes to this information.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer ("CEO") and our Chief Financial Officer ("CFO"), evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2026. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the

Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Based on their evaluation of our disclosure controls and procedures as of June 30, 2026, our CEO and CFO concluded that, as of such date, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the three months ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our CEO and CFO, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. For example, these inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are involved in a number of proceedings, legal actions and claims. Such matters are subject to many uncertainties, and the outcomes of these matters are not within our control and may not be known for prolonged periods of time. In some actions, the claimants seek damages, as well as other relief, including injunctions prohibiting us from engaging in certain activities, which, if granted, could require significant expenditures and/or result in lost revenues. For further details on the material legal proceedings to which we are currently a party, please refer to “**Part I; Item 1. Financial Statements; Notes to Condensed Consolidated Financial Statements (Unaudited); Note 17. Commitments and Contingencies**” above.

In addition, we are subject to legal proceedings arising in the ordinary course of business. Consistent with Item 103 of Regulation S-K, we have elected to disclose those environmental proceedings with a governmental entity as a party where the Company reasonably believes that such proceeding would result in monetary sanctions, exclusive of interest and costs, of \$1.0 million or more. Applying this threshold, there are no environmental matters to disclose for the three months ended June 30, 2026.

Item 1A. Risk Factors

Risk factors that could cause our actual results to differ from our expectations and that could negatively impact our business, results of operations and financial condition are discussed in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on February 24, 2026. If any of these risks actually occur, our business, results of operations, financial condition and future growth prospects could be materially and adversely affected. You should carefully read and consider each of these risks, together with all of the other information set forth in this Quarterly Report on Form 10-Q. The risks and uncertainties described are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe are immaterial may also materially adversely affect our business, results of operations, financial condition and future growth prospects, and our stock price.

There have been no material changes to the risk factors set forth in Item 1A. “Risk Factors” of our [2025 Annual Report on Form 10-K filed with the SEC on February 24, 2026](#).

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

Issuer Purchases of Equity Securities

We previously repurchased shares of our Class A Common pursuant to the publicly announced \$200 million share repurchase program that was authorized by the Company’s Board of Directors (the “Board”) in March 2020 and subsequently increased by authorization of the Board by \$200 million and \$350 million in March 2022 and September 2023, respectively. On May 15, 2025, the Board approved a new share repurchase program that authorizes the Company to repurchase up to \$500 million of the Company’s Class A Common. Repurchases may be made through privately negotiated transactions or open market transactions, including pursuant to a trading plan in accordance with Rule 10b5-1 and/or Rule 10b-18 under the Exchange Act. The repurchase program has no time limit and may be suspended for periods or discontinued at any time.

The following table provides the activity related to share repurchases for the second quarter of 2026.

(In thousands except for per share prices)

Period	Total number of shares purchased ^(a)	Average price paid per share ^(b)	Total number of shares purchased as part of publicly announced plans or programs ^(a)	Approximate dollar value of shares that may yet be purchased under the plans or programs ^(a)
April 1, 2026 - April 30, 2026	—	—	—	\$ 390,000
May 1, 2026 - May 31, 2026	1,628	83.02	1,628	\$ 254,871
June 1, 2026 - June 30, 2026	12	74.89	12	\$ 253,942
Total	<u>1,640</u>		<u>1,640</u>	

(a) On May 15, 2025, the Board approved a new share repurchase program that authorizes the Company to repurchase up to \$500.0 million of the Class A Common.

(b) Inclusive of an immaterial amount of commission fees.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Except as set forth below, during the quarter ended June 30, 2026, none of our directors or officers (as defined in Rule 16a-1 under the Exchange Act) adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement” (as those terms are defined in Item 408 of Regulation S-K).

On June 10, 2026, Ann D. Rhoads, a member of the Board, adopted a trading plan intended to satisfy the conditions under Rule 10b5-1(c) of the Exchange Act. Ms. Rhoads’s Rule 10b5-1 trading plan has a term ending upon the earlier of (i) September 10, 2027 or (ii) the sale of all shares subject to the plan and provides for the sale of up to 25,000 shares of Class A Common pursuant to the terms of the plan.

Item 6. Exhibits

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q. Where so indicated, exhibits that were previously filed are incorporated by reference. For exhibits incorporated by reference, the location of the exhibit in the previous filing is indicated in parentheses.

Exhibit No.	Item
10.1	Globus Medical, Inc. 2021 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.1 of Globus Medical, Inc.’s Current Report on Form 8-K filed with the SEC on June 4, 2026).
31.1*	Certification by Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification by Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32**	Certifications 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.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith.

** Furnished herewith.

SIGNATURES

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

GLOBUS MEDICAL, INC.

Dated: August 6, 2026

/s/ KEITH W. PFEIL

Keith W. Pfeil
President and Chief Executive Officer
(Principal Executive Officer)
and Director

Dated: August 6, 2026

/s/ KYLE R. KLINE

Kyle R. Kline
Chief Financial Officer
(Principal Financial Officer)
Senior Vice President

2021 EQUITY INCENTIVE PLAN, AS AMENDED

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GLOBUS MEDICAL, INC.
2021 EQUITY INCENTIVE PLAN

ARTICLE 1.

PURPOSE

The purpose of the Globus Medical, Inc. 2021 Equity Incentive Plan (as it may be amended or restated from time to time, the “**Plan**”) is to promote the success and enhance the value of Globus Medical, Inc. (the “**Company**”) by linking the individual interests of the Non-Employee Directors, Employees, and Consultants to those of Company stockholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to Company stockholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of Non-Employee Directors, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company’s operation is largely dependent. The Plan provides a mechanism through which the Company may grant equity and equity-based awards as well as cash bonus and other cash awards to Eligible Individuals.

The Plan is a successor to the Prior Plan (as defined below). No additional grants shall made under the Prior Plan after the Effective Date. Outstanding grants under the Prior Plan shall continue in effect according to their terms, consistent with the applicable terms of the Prior Plan.

ARTICLE 2.

DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 “**Administrator**” shall mean the entity that conducts the general administration of the Plan as provided in Article 11. With reference to the duties of the Committee under the Plan which have been delegated to one or more persons pursuant to Section 11.6, or that the Board has assumed, the term “Administrator” shall refer to such person(s) or the Board unless such delegation has been revoked or the Board has terminated the assumption of such duties.

2.2 “**Applicable Accounting Standards**” shall mean Generally Accepted Accounting Principles in the United States, International Financial Reporting Standards or such other accounting principles or standards as may apply to the Company’s financial statements under United States federal securities laws from time to time.

2.3 “**Applicable Law**” shall mean the applicable provisions of the Code, the Securities Act, the Exchange Act and any other federal, state or foreign corporate, securities or tax or other laws, rules, requirements or regulations, the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded and any other applicable law.

2.4 “**Award**” shall mean an Option, a Restricted Stock award, a Restricted Stock Unit award, a Performance Award, a Stock Payment award or a Stock Appreciation Right, which may be awarded or granted under the Plan (collectively, “**Awards**”).

2.5 “**Award Agreement**” shall mean any written notice, agreement, terms and conditions, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine consistent with the Plan.

2.6 “**Board**” shall mean the Board of Directors of the Company.

2.7 “**Change in Control**” shall mean and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any “person” or

related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a “person” that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section 2.7(a) or Section 2.7(c)) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company’s assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) that results in the Company’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company’s assets or otherwise succeeds to the business of the Company (the Company or such person, the “**Successor Entity**”)) directly or indirectly, at least a majority of the combined voting power of the Successor Entity’s outstanding voting securities immediately after the transaction, and

(ii) after which no “person” or “related” group of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or related group of persons shall be treated for purposes of this Section 2.7(c)(ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(d) The Company’s stockholders approve a liquidation or dissolution of the Company.

In addition, if a Change in Control constitutes a payment event with respect to any Award which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (a), (b), (c) or (d) with respect to such Award must also constitute a “change in control event,” as defined in Treasury Regulation §1.409A-3(i)(5) to the extent required by Section 409A.

The Committee shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control of the Company has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto.

2.8 “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time, together with the regulations and official guidance promulgated thereunder.

2.9 “**Committee**” shall mean the Compensation Committee of the Board, or another committee or subcommittee of the Board, appointed as provided in Section 11.1.

2.10 “**Common Stock**” shall mean the Class A common stock of the Company, par value \$0.001 per share.

2.11 “**Company**” shall have the meaning set forth in Article 1.

2.12 “**Consultant**” shall mean any consultant or adviser engaged to provide services to the Company or any Subsidiary that qualifies as a consultant or advisor under the applicable rules of the Securities and Exchange Commission for registration of shares on a Form S-8 Registration Statement.

2.13 “**Director**” shall mean a member of the Board, as constituted from time to time.

2.14 “**Disability**” shall mean “disability,” as such term is defined in Section 22(e)(3) of the Code.

2.15 “**DRO**” shall mean a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended from time to time, or the rules thereunder.

2.16 “**Effective Date**” shall mean the date of the Annual Meeting of the Stockholders to be held on June 3, 2021 or such other date upon which the Company’s stockholders approve the Plan.

2.17 “**Eligible Individual**” shall mean any person who is an Employee, a Consultant or a Non-Employee Director, as determined by the Administrator.

2.18 “**Employee**” shall mean any officer or other employee (as determined in accordance with Section 3401(c) of the Code and the Treasury Regulations thereunder) of the Company or of any Subsidiary.

2.19 “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.20 “**Expiration Date**” shall have the meaning given to such term in Section 12.1(c).

2.21 “**Fair Market Value**” shall mean, as of any given date, the value of a Share determined as follows:

(a) If the Common Stock is listed on any (i) established securities exchange (such as the New York Stock Exchange, the NASDAQ Global Market and the NASDAQ Global Select Market), (ii) national market system or (iii) automated quotation system on which the Shares are listed, quoted or traded, its Fair Market Value shall be the closing sales price for a share of Common Stock as quoted on such exchange or system for such date or, if there is no closing sales price for a share of Common Stock on the date in question, the closing sales price for a share of Common Stock on the last preceding date for which such quotation exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(b) If the Common Stock is not listed on an established securities exchange, national market system or automated quotation system, but the Common Stock is regularly quoted by a recognized securities dealer, its Fair Market Value shall be the mean of the high bid and low asked prices for such date or, if there are no high bid and low asked prices for a share of Common Stock on such date, the high bid and low asked prices for a share of Common Stock on the last preceding date for which such information exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(c) If the Common Stock is neither listed on an established securities exchange, national market system or automated quotation system nor regularly quoted by a recognized securities dealer, its Fair Market Value shall be established by the Administrator in good faith by the reasonable application of a reasonable valuation method, taking into account the factors set forth in Treasury Regulation §1.409A-1(b)(5)(iv)(B).

2.22 “**Greater Than 10% Stockholder**” shall mean an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any subsidiary corporation (as defined in Section 424(f) of the Code) or parent corporation thereof (as defined in Section 424(e) of the Code).

2.23 “**Holder**” shall mean a person who has been granted an Award.

2.24 “**Incentive Stock Option**” shall mean an Option that is intended to qualify as an incentive stock option and conforms to the applicable provisions of Section 422 of the Code.

2.25 “**Misconduct**” shall mean the occurrence of any of, but not limited to, the following: (a) conviction of a Holder of any felony or any crime involving fraud or dishonesty; (b) a Holder’s participation (whether by affirmative act or omission) in a fraud, act or dishonesty or other act of misconduct against the Company and/or any Subsidiary; (c) conduct by a Holder which, based upon a good faith and reasonable factual investigation by the Company (or, if a Holder is an executive officer, by the Board), demonstrates such Holder’s unfitness to serve; (d) a Holder’s violation of any statutory or fiduciary duty, or duty of loyalty owed to the Company and/or any Subsidiary; (e) a Holder’s violation of state or federal law in connection with the Holder’s performance of his or her job which has an adverse effect on the Company and/or any Subsidiary; and (f) a Holder’s violation of Company policy which has a material adverse effect on the Company and/or any Subsidiary. Notwithstanding the foregoing, a Holder’s Disability shall not constitute Misconduct as set forth herein. The determination that a termination is for Misconduct shall be by the Administrator in its sole and

exclusive judgment and discretion. Notwithstanding the foregoing, if a Holder is a party to an employment or severance agreement with the Company or any Subsidiary in effect as of the date of grant of an Award which defines “Misconduct” or “Cause” or a similar term, “Misconduct” for purposes of the Plan and such Award shall also include the meaning(s) given to such term in such employment or severance agreement.

2.26 “**Non-Employee Director**” shall mean a Director of the Company who is not an Employee.

2.27 “**Non-Employee Director Compensation Policy**” shall have the meaning set forth in Section 4.6.

2.28 “**Non-Qualified Stock Option**” shall mean an Option that is not an Incentive Stock Option.

2.29 “**Option**” shall mean a right to purchase Shares at a specified exercise price that is granted under Article 5. An Option shall be either a Non-Qualified Stock Option or an Incentive Stock Option; provided, however, that Options granted to Non-Employee Directors and Consultants shall only be Non-Qualified Stock Options.

2.30 “**Option Term**” shall have the meaning set forth in Section 5.6.

2.31 “**Performance Award**” shall mean a cash bonus award, stock bonus award, performance award or incentive award that is paid in cash, Shares or a combination of both, awarded under Section 8.1.

2.32 “**Performance Criteria**” shall mean the criteria (and adjustments) that the Administrator selects for an Award to measure the level of performance during a performance period, as applicable, determined as follows:

(a) The Performance Criteria may include, but is not limited to, the following: (i) net earnings (either before or after one or more of the following: (A) interest, (B) taxes, (C) depreciation and (D) amortization); (ii) gross or net sales or revenue; (iii) net income (either before or after taxes); (iv) adjusted net income; (v) operating earnings (including but not limited to EBITDA or adjusted EBITDA); (vi) cash flow (including, but not limited to, operating cash flow and free cash flow); (vii) return on assets; (viii) return on capital; (ix) return on stockholders’ equity; (x) total stockholder return; (xi) return on sales; (xii) gross or net profit or operating margin; (xiii) operating or other costs and expenses; (xiv) funds from operations; (xv) improvements in expense levels; (xvi) working capital; (xvii) earnings per share; (xviii) adjusted earnings per share; (xix) price per share of Common Stock; (xx) regulatory body approval for commercialization of a product; (xxi) implementation or completion of critical projects; (xxii) market share; (xxiii) economic value; (xxiv) comparisons with various stock market indices; (xxv) capital raised in financing transactions or other financing milestones; (xxvi) stockholders’ equity; (xxvii) market recognition (including but not limited to awards and analyst ratings); (xxviii) financial ratios; (xxix) implementation, completion or attainment of objectively determinable objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; and (xxx) other similar criteria as determined by the Administrator; in each case as determined in accordance with Applicable Accounting Standards, if applicable, any of which may be measured either in absolute terms or as compared to any incremental increase or decrease or as compared to results of a peer group or to market performance indicators or indices.

(b) The Administrator may, in its sole discretion, provide that one or more objectively determinable adjustments shall be made to one or more of the Performance Criteria. Such adjustments may include, but are not limited to, one or more of the following: (i) items related to a change in accounting principle; (ii) items relating to financing activities; (iii) expenses for restructuring or productivity initiatives; (iv) other non-operating items; (v) items related to acquisitions; (vi) items attributable to the business operations of any entity acquired by the Company during the Performance Period; (vii) items related to the disposal of a business or segment of a business; (viii) items related to discontinued operations that do not qualify as a segment of a business under Applicable Accounting Standards; (ix) items attributable to any stock dividend, stock split, combination or exchange of stock occurring during the Performance Period; (x) any other items of significant income or expense which are determined to be appropriate adjustments; (xi) items relating to unusual or extraordinary corporate transactions, events or developments; (xii) items related to amortization of acquired intangible assets; (xiii) items that are outside the scope of the Company’s core, on-going business activities; (xiv) items related to acquired in-process research and development; (xv) items relating to changes in tax laws; (xvi) items relating to major licensing or partnership arrangements; (xvii) items relating to asset impairment charges; (xviii) items relating to gains or losses for litigation, arbitration and contractual settlements; (xix) items relating to any other unusual or nonrecurring events or changes in applicable laws, accounting principles or business conditions; or (xx) any such other items as determined by the Administrator.

2.33 “**Performance Period**” shall mean one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Criteria will be measured for the purpose of determining a Holder’s right to, and the payment of, an Award.

2.34 “**Performance Stock Unit**” shall mean a Performance Award awarded under Section 8.1 which is denominated in units of value including dollar value of shares of Common Stock.

2.35 “**Permitted Transferee**” shall mean, with respect to a Holder, any “family member” of the Holder, as defined under the instructions to use the Form S-8 Registration Statement under the Securities Act, or any other transferee specifically approved by the Administrator after taking into account Applicable Law.

2.36 “**Plan**” shall have the meaning set forth in Article 1.

2.37 “**Prior Plan**” shall mean the Globus Medical, Inc. 2012 Equity Incentive Plan, as such plan was or may be amended from time to time.

2.38 “**Prior Plan Award**” shall mean an award outstanding under the Prior Plan as of the Effective Date.

2.39 “**Restricted Stock**” shall mean Shares awarded under Article 6 that are subject to certain restrictions and may be subject to risk of forfeiture or repurchase.

2.40 “**Restricted Stock Units**” shall mean the right to receive Shares awarded under Article 7.

2.41 “**Securities Act**” shall mean the Securities Act of 1933, as amended.

2.42 “**Shares**” shall mean shares of Common Stock.

2.43 “**Stock Appreciation Right**” shall mean a stock appreciation right granted under Article 9.

2.44 “**Stock Appreciation Right Term**” shall have the meaning set forth in Section 9.4.

2.45 “**Stock Payment**” shall mean (a) a payment in the form of Shares or (b) an option or other right to purchase Shares, as part of a bonus, deferred compensation or other arrangement, awarded under Section 8.2.

2.46 “**Subsidiary**” shall mean any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.47 “**Substitute Award**” shall mean an Award granted under the Plan upon the assumption of, or in substitution for, outstanding equity awards previously granted by a company or other entity in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock; provided, however, that in no event shall the term “Substitute Award” be construed to refer to an award made in connection with the cancellation and repricing of an Option or Stock Appreciation Right.

2.48 “**Termination of Service**” shall mean:

(a) As to a Consultant, the time when the engagement of a Holder as a Consultant to the Company or any Subsidiary is terminated for any reason, with or without Misconduct, including, without limitation, by resignation, discharge, death, retirement or expiration of the consulting relationship, but excluding terminations where the Consultant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(b) As to a Non-Employee Director, the time when a Holder who is a Non-Employee Director ceases to be a Director for any reason, with or without Misconduct, including, without limitation, a termination by resignation, failure to be elected or reelected, removal, death or retirement, but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(c) As to an Employee, the time when the employee-employer relationship between a Holder and the Company or any Subsidiary is terminated for any reason, with or without Misconduct, including, without limitation, a termination by resignation, discharge, death, disability or retirement, but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company or any Subsidiary.

The Administrator, in its sole discretion but subject to Section 12.11 (if applicable), shall determine the effect of all matters and questions relating to Terminations of Service, including, without limitation, the question of whether a Termination of Service resulted from a discharge for Misconduct and all questions of whether particular leaves of absence constitute a Termination of Service; provided, however, that, with respect to Incentive Stock Options, unless the Administrator otherwise provides in the terms of the Award Agreement or otherwise, a leave of absence, change in status from an employee to an independent contractor or other change in the employee-employer relationship shall constitute a Termination of Service only if, and to the extent that, such leave of absence, change in status or other change interrupts employment for the purposes of Section 422(a)(2) of the Code and the then applicable regulations and revenue rulings under said Section. For purposes of the Plan, a Holder's employee-employer relationship or consultancy relationship shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Holder ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spin-off).

ARTICLE 3.

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares.

(a) Subject to Section 12.2 and Section 3.1(b) and, with respect to Incentive Stock Options only, to the penultimate sentence of this Section 3.1(a), the aggregate number of Shares that may be issued or transferred pursuant to Awards under the Plan is the sum of (i) 12,000,000, and (ii) any Shares which as of the Effective Date are available for issuance under the Prior Plan, or are subject to Prior Plan Awards which become available for future grants of Awards under the Plan following the Effective Date pursuant to Section 3.1(b). Notwithstanding anything in this Section 3.1 to the contrary, the aggregate number of Shares that may be issued or transferred pursuant to Incentive Stock Options under the Plan shall not exceed 12,000,000 Shares, subject to Section 3.1(c) and subject to adjustment pursuant to Section 12.2. From and after the Effective Date, no awards shall be granted under the Prior Plan; however, any Prior Plan Award shall continue to be subject to the terms and conditions of the Prior Plan.

(b) To the extent all or a portion of an Award or a Prior Plan Award is forfeited, terminates, expires or lapses for any reason, or is settled for cash without the delivery of Shares to the Holder, any Shares subject to such Award, Prior Plan Award or portion thereof, to the extent of such forfeiture, termination, expiration, lapse or cash settlement, shall again be or shall become, as applicable, available for the grant of an Award pursuant to the Plan. Any Shares tendered by a Holder or withheld by the Company or any Subsidiary to satisfy the grant or exercise price or tax withholding obligation in connection with all or a portion of an Award or Prior Plan Award shall again be or shall become, as applicable, available for the grant of an Award pursuant to the Plan. Any Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof shall again be available for the grant of an Award pursuant to the Plan. Any Shares repurchased by or surrendered to the Company pursuant to Section 6.5 or in connection with any Prior Plan Award so that such Shares are returned to the Company shall again be or shall become, as applicable, available for the grant of an Award pursuant to the Plan. Notwithstanding the provisions of this Section 3.1(b), no Shares may again be or, as applicable, may become eligible to be, optioned, granted or awarded if such action would cause an Incentive Stock Option to fail to qualify as an incentive stock option under Section 422 of the Code.

(c) To the extent permitted by Applicable Law, Substitute Awards shall not reduce the Shares authorized for grant under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not employed by or providing services to the Company or its Subsidiaries immediately prior to such acquisition or combination.

3.2 Stock Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Common Stock, treasury Common Stock or Common Stock purchased on the open market.

3.3 Minimum Vesting Requirement. Notwithstanding any other provision of the Plan to the contrary, Awards granted under the Plan shall not vest over a period of less than one year from the date on which the Award is granted; provided that the following Awards shall not be subject to the foregoing minimum vesting requirement: any (i) Substitute Awards (as such term is defined in Section 2.47), (ii) Awards to Non-Employee Directors that vest on the earlier of the one-year anniversary of the date of grant and the next annual meeting of stockholders that is at least 50 weeks after the immediately preceding year's annual meeting, and (iii) any additional Awards that the Administrator may grant, up to a maximum of five percent (5%) of the available share reserve authorized or issuance under the Plan under Section 3.1 (subject to adjustment under Section 12.2); provided, further, that the Administrator may authorize acceleration of vesting of such Awards in the event of the Participant's death or Disability, or the occurrence of a Change in Control as provided in Section 12.2.

ARTICLE 4.

GRANTING OF AWARDS

4.1 Participation. The Administrator may, from time to time, select from among all Eligible Individuals those to whom an Award shall be granted and shall determine the nature and amount of each Award, which shall not be inconsistent with the requirements of the Plan. No Eligible Individual shall have any right to be granted an Award pursuant to the Plan.

4.2 Award Agreement. Unless otherwise determined by the Administrator, each Award shall be evidenced by an Award Agreement that sets forth the terms, conditions and limitations for such Award, which may include the term of the Award, the provisions applicable in the event of the Holder's Termination of Service, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award. Award Agreements evidencing Incentive Stock Options shall contain such terms and conditions as may be necessary to meet the applicable provisions of Section 422 of the Code.

4.3 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3 of the Exchange Act and any amendments thereto) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

4.4 At-Will Employment; Voluntary Participation. Nothing in the Plan or in any Award Agreement shall confer upon any Holder any right to continue in the employ of, or as a Director or Consultant for, the Company or any Subsidiary, or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge any Holder at any time for any reason whatsoever, with or without Misconduct, and with or without notice, or to terminate or change all other terms and conditions of employment or engagement, except to the extent expressly provided otherwise in a written agreement between the Holder and the Company or any Subsidiary. Participation by each Holder in the Plan shall be voluntary and nothing in the Plan shall be construed as mandating that any Eligible Individual shall participate in the Plan.

4.5 Foreign Holders. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in countries other than the United States in which the Company and its Subsidiaries operate or have Employees, Non-Employee Directors or Consultants, or in order to comply with the requirements of any foreign securities exchange and Applicable Law, the Administrator, in its sole discretion, shall have the power and authority to: (a) determine which Subsidiaries shall be covered by the Plan; (b) determine which Eligible Individuals outside the United States are eligible to participate in the Plan; (c) modify the terms and conditions of any Award granted to Eligible Individuals outside the United States to comply with applicable foreign laws or listing requirements of any such foreign securities exchange; (d) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable (any such subplans and/or modifications shall be attached to the Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Sections 3.1 and 3.3; and (e) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any

necessary local governmental regulatory exemptions or approvals or listing requirements of any such foreign securities exchange. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate Applicable Law. For purposes of the Plan, all references to foreign laws, rules, regulations or taxes shall be references to the laws, rules, regulations and taxes of any applicable jurisdiction other than the United States or a political subdivision thereof.

4.6 Non-Employee Director Awards. The Administrator may, in its discretion, provide that Awards granted to Non-Employee Directors shall be granted pursuant to a written formula established by the Administrator (the “***Non-Employee Director Compensation Policy***”), subject to the limitations of the Plan. The Non-Employee Director Compensation Policy shall set forth the type of Award(s) to be granted to Non-Employee Directors, the number of Shares to be subject to Non-Employee Director Awards, the conditions on which such Awards shall be granted, become exercisable and/or payable and expire, and such other terms and conditions as the Administrator shall determine in its discretion. The Non-Employee Director Compensation Policy may be modified by the Administrator from time to time in its discretion.

4.7 Stand-Alone and Tandem Awards. Awards granted pursuant to the Plan may, in the sole discretion of the Administrator, be granted either alone, in addition to, or in tandem with, any other Award granted pursuant to the Plan. Awards granted in addition to or in tandem with other Awards may be granted either at the same time as or at a different time from the grant of such other Awards.

ARTICLE 5.

OPTIONS

5.1 Granting of Options to Eligible Individuals. The Administrator is authorized to grant Options to Eligible Individuals from time to time, in its sole discretion, on such terms and conditions as it may determine which shall not be inconsistent with the Plan.

5.2 Option Exercise Price. The exercise price per Share subject to each Option shall be set by the Administrator, but shall not be less than 100% of the Fair Market Value of a Share on the date the Option is granted (or, as to Incentive Stock Options, on the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code). In addition, in the case of Incentive Stock Options granted to a Greater Than 10% Stockholder, such price shall not be less than 110% of the Fair Market Value of a Share on the date the Option is granted (or the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code).

5.3 Option Vesting.

(a) The period during which the right to exercise, in whole or in part, an Option vests in the Holder shall be set by the Administrator and the Administrator may determine that an Option may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any Subsidiary, any of the Performance Criteria, or any other criteria selected by the Administrator. At any time after grant of an Option, the Administrator may, in its sole discretion, and subject to whatever terms and conditions it selects, accelerate the period during which an Option vests.

(b) No portion of an Option which is unexercisable at a Holder's Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Option.

5.4 Manner of Exercise. All or a portion of an exercisable Option shall be deemed exercised upon delivery of all of the following to the stock administrator of the Company, or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(a) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Option, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Option or such portion of the Option;

(b) Such representations and documents as the Administrator, in its sole discretion, deems necessary or advisable to effect compliance with Applicable Law. The Administrator may, in its sole discretion, also take whatever

additional actions it deems appropriate to effect such compliance including, without limitation, placing legends on share certificates and issuing stop-transfer notices to agents and registrars;

(c) In the event that the Option shall be exercised by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Option, as determined in the sole discretion of the Administrator; and

(d) Full payment of the exercise price and applicable withholding taxes to the stock administrator of the Company for the Shares with respect to which the Option, or portion thereof, is exercised, in a manner permitted by Section 10.1 and 10.2.

5.5 Partial Exercise. An exercisable Option may be exercised in whole or in part. However, an Option shall not be exercisable with respect to fractional Shares unless determined otherwise by the Administrator, and the Administrator may require that, by the terms of the Option, a partial exercise must be with respect to a minimum number of Shares.

5.6 Option Term. The term of each Option (the “**Option Term**”) shall be set by the Administrator in its sole discretion; provided, however, that the Option Term shall not be more than ten (10) years from the date the Option is granted, or five (5) years from the date an Incentive Stock Option is granted to a Greater Than 10% Stockholder. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Holder has the right to exercise the vested Options, which time period may not extend beyond the last day of the Option Term. Except as limited by the requirements of Section 409A or Section 422 of the Code and regulations and rulings thereunder, the Administrator may extend the Option Term of any outstanding Option, and may extend the time period during which vested Options may be exercised, in connection with any Termination of Service of the Holder, and may amend any other term or condition of such Option relating to such a Termination of Service.

5.7 Qualification of Incentive Stock Options. No Incentive Stock Option shall be granted to any person who is not an Employee of the Company or any subsidiary corporation (as defined in Section 424(f) of the Code) of the Company. No person who qualifies as a Greater Than 10% Stockholder may be granted an Incentive Stock Option unless such Incentive Stock Option conforms to the applicable provisions of Section 422 of the Code. Any Incentive Stock Option granted under the Plan may be modified by the Administrator, with the consent of the Holder, to disqualify such Option from treatment as an “incentive stock option” under Section 422 of the Code. To the extent that the aggregate Fair Market Value of stock with respect to which “incentive stock options” (within the meaning of Section 422 of the Code, but without regard to Section 422(d) of the Code) are exercisable for the first time by a Holder during any calendar year under the Plan, and all other plans of the Company and any subsidiary or parent corporation thereof (each as defined in Section 424(f) and (e) of the Code, respectively), exceeds \$100,000, the Options shall be treated as Non-Qualified Stock Options to the extent required by Section 422 of the Code. The rule set forth in the preceding sentence shall be applied by taking Options and other “incentive stock options” into account in the order in which they were granted and the Fair Market Value of stock shall be determined as of the time the respective Options were granted.

5.8 Notification Regarding Disposition. The Holder shall give the Company prompt written or electronic notice of any disposition of Shares acquired by exercise of an Incentive Stock Option which occurs within (a) two years from the date of granting (including the date the Option is modified, extended or renewed for purposes of Section 424(h) of the Code) such Option to such Holder, or (b) one year after the transfer of such Shares to such Holder.

5.9 Substitute Awards. Notwithstanding the foregoing provisions of this Article 5 to the contrary, in the case of an Option that is a Substitute Award, the price per share of the Shares subject to such Option may be less than the Fair Market Value per share on the date of grant; provided that the excess of: (a) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the Shares subject to the Substitute Award, over (b) the aggregate exercise price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Administrator) of the shares of the predecessor entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate exercise price of such shares.

5.10 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant’s rights under any Option previously granted. Any outstanding Incentive Stock Option that is modified, extended, renewed or otherwise altered will be treated in accordance with Section

424(h) of the Code. By written notice to affected Holders, the Committee may reduce the Exercise Price of outstanding Options without the consent of such Holders; provided, however, that the Exercise Price may not be reduced below the Fair Market Value on the date the action is taken to reduce the Exercise Price.

5.11 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to Incentive Stock Options will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Holder affected, to disqualify any Incentive Stock Option under Section 422 of the Code.

ARTICLE 6.

RESTRICTED STOCK

6.1 Award of Restricted Stock.

(a) The Administrator is authorized to grant Restricted Stock to Eligible Individuals, and shall determine the terms and conditions, including the restrictions applicable to each award of Restricted Stock, which terms and conditions shall not be inconsistent with the Plan, and may impose such conditions on the issuance of such Restricted Stock as it deems appropriate.

(b) The Administrator shall establish the purchase price, if any, and form of payment for Restricted Stock; provided, however, that if a purchase price is charged, such purchase price shall be no less than the par value, if any, of the Shares to be purchased, unless otherwise permitted by Applicable Law. The purchase price per Share may, however, be less than the Fair Market Value. In all cases, legal consideration shall be required for each issuance of Restricted Stock.

6.2 Rights as Stockholders. Subject to Section 6.4, upon issuance of Restricted Stock, the Holder shall have, unless otherwise provided by the Administrator, all the rights of a stockholder with respect to said Shares, subject to the restrictions in each individual Award Agreement, including the right to receive all dividends and other distributions paid or made with respect to the Shares; provided, however, that, in the sole discretion of the Administrator, any extraordinary distributions with respect to the Shares shall be subject to the restrictions set forth in Section 6.3.

6.3 Restrictions. All shares of Restricted Stock (including any shares received by Holders thereof with respect to shares of Restricted Stock as a result of stock dividends, stock splits or any other form of recapitalization) shall, in the terms of each individual Award Agreement, be subject to such restrictions, including without limitation risks of forfeiture, and vesting requirements as the Administrator shall provide. Such restrictions may include, without limitation, restrictions concerning voting rights and transferability and such restrictions may lapse separately or in combination at such times and pursuant to such circumstances or based on such criteria as selected by the Administrator, including, without limitation, criteria based on the Holder's duration of employment, directorship or consultancy with the Company, the Performance Criteria, Company performance, individual performance or other criteria selected by the Administrator. By action taken after the Restricted Stock is issued, the Administrator may, on such terms and conditions as it may determine to be appropriate, accelerate the vesting of such Restricted Stock by removing any or all of the restrictions imposed by the terms of the Award Agreement.

6.4 Share Vesting. No Restricted Stock that is not vested at a Holder's Termination of Service shall thereafter become vested, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Restricted Stock.

6.5 Repurchase or Forfeiture of Restricted Stock. Except as otherwise determined by the Administrator at the time of the grant of the Award or thereafter, (i) if no price was paid by the Holder for the Restricted Stock, as set forth in the individual Award Agreement, upon a Termination of Service during the applicable restriction period, the Holder's rights in unvested Restricted Stock then subject to restrictions shall lapse, and such Restricted Stock shall be surrendered to the Company and cancelled without consideration, and (ii) if a price was paid by the Holder for the Restricted Stock, as set forth in the individual Award Agreement, upon a Termination of Service during the applicable restriction period, the Company shall have the right to repurchase from the Holder the unvested Restricted Stock then subject to restrictions at a cash price per share equal to the price paid by the Holder for such Restricted Stock or such other amount as may be specified in the Award Agreement.

6.6 Certificates for Restricted Stock. Restricted Stock granted pursuant to the Plan may be evidenced in such manner as the Administrator shall determine. Certificates or book entries evidencing shares of Restricted Stock must include an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock. The Company may, in its sole discretion, (a) retain physical possession of any stock certificate evidencing shares of Restricted Stock until the restrictions thereon shall have lapsed and/or (b) require that the stock certificates evidencing shares of Restricted Stock be held in custody by a designated escrow agent (which may, but need not be, the Company) until the restrictions thereon shall have lapsed, and that the Holder deliver a stock power, endorsed in blank, relating to such Restricted Stock.

6.7 Section 83(b) Election. If a Holder makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Holder would otherwise be taxable under Section 83(a) of the Code, the Holder shall be required to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

ARTICLE 7.

RESTRICTED STOCK UNITS

7.1 Grant of Restricted Stock Units. The Administrator is authorized to grant Awards of Restricted Stock Units to any Eligible Individual selected by the Administrator in such amounts and subject to such terms and conditions as determined by the Administrator.

7.2 Term. Except as otherwise provided herein, the term of a Restricted Stock Unit award shall be set by the Administrator in its sole discretion.

7.3 Purchase Price. The Administrator shall specify the purchase price, if any, to be paid by the Holder to the Company with respect to any Restricted Stock Unit award; provided, however, that value of the consideration shall not be less than the par value of a Share, unless otherwise permitted by Applicable Law. The purchase price per Share may, however, be less than the Fair Market Value. In all cases, legal consideration shall be required for each issuance of Restricted Stock Units.

7.4 Vesting of Restricted Stock Units. At the time of grant, the Administrator shall specify the date or dates on which the Restricted Stock Units shall become fully vested and nonforfeitable, and may specify such conditions to vesting as it deems appropriate, including, without limitation, vesting based upon the Holder's duration of service to the Company or any Subsidiary, one or more Performance Criteria, Company performance, individual performance or other specific criteria, in each case on a specified date or dates or over any period or periods, as determined by the Administrator, subject to Section 3.3.

7.5 Maturity and Payment. At the time of grant, the Administrator shall specify the maturity date applicable to each grant of Restricted Stock Units which shall be no earlier than the vesting date or dates of the Award and may be determined at the election of the Holder (if permitted by the applicable Award Agreement); provided that, except as otherwise expressly set forth in an applicable Award Agreement, the maturity date relating to each Restricted Stock Unit shall not occur following the later of (a) the 15th day of the third month following the end of calendar year in which the applicable portion of the Restricted Stock Unit vests; or (b) the 15th day of the third month following the end of the Company's fiscal year in which the applicable portion of the Restricted Stock Unit vests. On the maturity date, the Company shall, subject to Section 10.4(e), transfer to the Holder one unrestricted, fully transferable Share for each Restricted Stock Unit scheduled to be paid out on such date and not previously forfeited, or in the sole discretion of the Administrator, an amount in cash equal to the Fair Market Value of such Shares on the maturity date or a combination of cash and Common Stock as determined by the Administrator. No portion of a Restricted Stock Unit which is unexercisable at a Holder's Termination of Service shall thereafter vest, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Restricted Stock Unit.

7.6 No Rights as a Stockholder. Unless otherwise determined by the Administrator, a Holder of Restricted Stock Units shall possess no incidents of ownership with respect to the Shares represented by such Restricted Stock Units, unless and until such Shares are transferred to the Holder pursuant to the terms of this Plan and the Award Agreement.

ARTICLE 8.

PERFORMANCE AWARDS AND STOCK PAYMENTS

8.1 Performance Awards.

(a) The Administrator is authorized to grant Performance Awards, including Awards of Performance Stock Units and Awards of cash bonuses or other cash awards determined in the Administrator's discretion from time to time, to any Eligible Individual. The value of Performance Awards, including Performance Stock Units, may vest based upon one or more of the Performance Criteria or other specific criteria determined by the Administrator, in each case on a specified date or dates or over any period or periods determined by the Administrator. Performance Awards, including Performance Stock Unit awards may be paid in cash, Shares, or a combination of cash and Shares, as determined by the Administrator.

(b) Without limiting Section 8.1(a), the Administrator may grant Performance Awards to any Eligible Individual in the form of a cash bonus payable upon the attainment of Performance Criteria, or such other criteria, whether or not objective, which are established by the Administrator, in each case on a specified date or dates or over any period or periods determined by the Administrator.

8.2 Stock Payments. The Administrator is authorized to make Stock Payments to any Eligible Individual. The number or value of Shares of any Stock Payment shall be determined by the Administrator and may vest based upon one or more Performance Criteria or any other specific criteria, including service to the Company or any Subsidiary, determined by the Administrator. Shares underlying a Stock Payment which is subject to a vesting schedule or other conditions or criteria set by the Administrator will not be issued until those conditions have been satisfied. Unless otherwise provided by the Administrator, a Holder of a Stock Payment shall have no rights as a Company stockholder with respect to such Stock Payment until such time as the Stock Payment has vested and the Shares underlying the Award have been issued to the Holder. Stock Payments may, but are not required to, be made in lieu of base salary, bonus, fees or other cash compensation otherwise payable to such Eligible Individual.

8.3 Term. The term of a Performance Award and/or Stock Payment award shall be set by the Administrator in its sole discretion.

8.4 Purchase Price. The Administrator may establish the purchase price of a Performance Award or Shares distributed as a Stock Payment award; provided, however, that value of the consideration shall not be less than the par value of a Share, unless otherwise permitted by Applicable Law. The purchase price per Share may, however, be less than the Fair Market Value. In all cases, legal consideration shall be required for all Shares issued pursuant to a Performance Award of as a Stock Payment award.

8.5 Maturity and Vesting. No portion of a Performance Award or Stock Payment award which is has not vested or matured at a Holder's Termination of Service shall thereafter mature or vest, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Performance Award or Stock Payment award.

ARTICLE 9.

STOCK APPRECIATION RIGHTS

9.1 Grant of Stock Appreciation Rights.

(a) The Administrator is authorized to grant Stock Appreciation Rights to Eligible Individuals from time to time, in its sole discretion, on such terms and conditions as it may determine consistent with the Plan.

(b) A Stock Appreciation Right shall entitle the Holder (or other person entitled to exercise the Stock Appreciation Right pursuant to the Plan) to exercise all or a specified portion of the Stock Appreciation Right (to the extent then exercisable pursuant to its terms) and to receive from the Company an amount determined by multiplying the difference obtained by subtracting the exercise price per share of the Stock Appreciation Right from the Fair Market Value on the date of exercise of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right shall have been exercised, subject to any limitations the Administrator may impose. Except as described in (c) below, the exercise price per Share subject to each Stock Appreciation Right shall be set by the

Administrator, but shall not be less than 100% of the Fair Market Value on the date the Stock Appreciation Right is granted.

(c) Notwithstanding the foregoing provisions of Section 9.1(b) to the contrary, in the case of an Stock Appreciation Right that is a Substitute Award, the price per share of the Shares subject to such Stock Appreciation Right may be less than 100% of the Fair Market Value per share on the date of grant; provided that the excess of: (i) the aggregate Fair Market Value (as of the date such Substitute Award is granted) of the Shares subject to the Substitute Award, over (ii) the aggregate exercise price thereof does not exceed the excess of: (x) the aggregate fair market value (as of the time immediately preceding the transaction giving rise to the Substitute Award, such fair market value to be determined by the Administrator) of the shares of the predecessor entity that were subject to the grant assumed or substituted for by the Company, over (y) the aggregate exercise price of such shares.

9.2 Stock Appreciation Right Vesting.

(a) The period during which the right to exercise, in whole or in part, a Stock Appreciation Right vests in the Holder shall be set by the Administrator and the Administrator may determine that a Stock Appreciation Right may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any Subsidiary, or any other criteria selected by the Administrator. At any time after grant of a Stock Appreciation Right, the Administrator may, in its sole discretion and subject to whatever terms and conditions it selects, accelerate the period during which a Stock Appreciation Right vests.

(b) No portion of a Stock Appreciation Right which is unexercisable at Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Stock Appreciation Right.

9.3 Manner of Exercise. All or a portion of an exercisable Stock Appreciation Right shall be deemed exercised upon delivery of all of the following to the stock administrator of the Company, or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(a) A written or electronic notice complying with the applicable rules established by the Administrator in accordance with Section 10.1 and 10.2 stating that the Stock Appreciation Right, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Stock Appreciation Right or such portion of the Stock Appreciation Right;

(b) Such representations and documents as the Administrator, in its sole discretion, deems necessary or advisable to effect compliance with Applicable Law. The Administrator may, in its sole discretion, also take whatever additional actions it deems appropriate to effect such compliance; and

(c) In the event that the Stock Appreciation Right shall be exercised by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Stock Appreciation Right.

9.4 Stock Appreciation Right Term. The term of each Stock Appreciation Right (the “**Stock Appreciation Right Term**”) shall be set by the Administrator in its sole discretion; provided, however, that the term shall not be more than ten (10) years from the date the Stock Appreciation Right is granted. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Holder has the right to exercise a vested Stock Appreciation Right, which time period may not extend beyond the expiration date of the Stock Appreciation Right Term applicable to such Stock Appreciation Right. No portion of a Stock Appreciation Right that is not exercisable at a Holder’s Termination of Service shall thereafter be exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Stock Appreciation Right. Except as limited by the requirements of Section 409A of the Code and regulations and rulings thereunder, the Administrator may extend the Stock Appreciation Right Term of any outstanding Stock Appreciation Right, and may extend the time period during which vested Stock Appreciation Rights may be exercised, in connection with any Termination of Service of the Holder, and may amend any other term or condition of such Stock Appreciation Right relating to such a Termination of Service.

9.5 Payment. Payment of the amounts payable with respect to Stock Appreciation Rights pursuant to this Article 9 shall be in cash, Shares (based on its Fair Market Value as of the date the Stock Appreciation Right is exercised), or a combination of both, as determined by the Administrator.

ARTICLE 10.

ADDITIONAL TERMS OF AWARDS

10.1 Payment. The Administrator shall determine the methods by which payments by any Holder with respect to any Awards granted under the Plan shall be made, including, without limitation: (a) cash or check, (b) Shares (including, in the case of payment of the exercise price of an Award, Shares issuable pursuant to the exercise of the Award) or Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences, in each case, having a Fair Market Value on the date of delivery equal to the aggregate payments required, (c) delivery of a written or electronic notice that the Holder has placed a market sell order with a broker with respect to Shares then issuable upon exercise or vesting of an Award, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate payments required; provided that payment of such proceeds is then made to the Company upon settlement of such sale, (d) other form of legal consideration acceptable to the Administrator, or (e) any combination of the foregoing. The Administrator shall also determine the methods by which Shares shall be delivered or deemed to be delivered to Holders. Notwithstanding any other provision of the Plan to the contrary, no Holder who is a Director or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Awards granted under the Plan, or continue any extension of credit with respect to such payment, with a loan from the Company or a loan arranged by the Company in violation of Section 13(k) of the Exchange Act.

10.2 Tax Withholding. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Holder to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes (including the Holder’s FICA or employment tax obligation) required by law to be withheld with respect to any taxable event concerning a Holder arising as a result of the Plan. The Administrator may in its sole discretion and in satisfaction of the foregoing requirement withhold, or allow a Holder to elect to have the Company withhold, Shares otherwise issuable under an Award (or allow the surrender of Shares). The number of Shares which may be so withheld or surrendered shall be based on the Holder’s minimum applicable tax withholding rate for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income, or such other rate permitted by the Administrator that does not cause adverse accounting consequences. The Administrator shall determine the fair market value of the Shares, consistent with applicable provisions of the Code, for tax withholding obligations due in connection with a broker-assisted cashless Option or Stock Appreciation Right exercise involving the sale of Shares to pay the Option or Stock Appreciation Right exercise price or any tax withholding obligation.

10.3 Transferability of Awards.

(a) Except as otherwise provided in Section 10.3(b):

(i) No Award under the Plan may be sold, pledged, encumbered, assigned or transferred in any manner other than by will or the laws of descent and distribution or, subject to the consent of the Administrator, pursuant to a DRO, unless and until such Award has been exercised, or the Shares underlying such Award have been issued, and all restrictions, including without limitation risks of forfeiture, applicable to such Shares have lapsed;

(ii) No Award or interest or right therein shall be liable for the debts, contracts or engagements of the Holder or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence; and

(iii) During the lifetime of the Holder, only the Holder may exercise an Award (or any portion thereof) granted to him under the Plan, unless it has been disposed of pursuant to a DRO; after the death of the Holder, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the applicable Award Agreement, be exercised by Holder’s personal representative or by any person empowered to do so under the deceased Holder’s will or under the then applicable laws of descent and distribution.

(b) Notwithstanding Section 10.3(a), the Administrator, in its sole discretion, may determine to permit a Holder to transfer an Award other than an Incentive Stock Option to any one or more Permitted Transferees, subject to the following terms and conditions: (i) an Award transferred to a Permitted Transferee shall not be assignable or

transferable by the Permitted Transferee other than by will or the laws of descent and distribution; (ii) an Award transferred to a Permitted Transferee shall continue to be subject to all the terms and conditions of the Award as applicable to the original Holder (other than the ability to further transfer the Award); (iii) any transfer of an Award to a Permitted Transferee shall be without consideration; and (iv) the Holder and the Permitted Transferee shall execute any and all documents requested by the Administrator, including, without limitation documents to (A) confirm the status of the transferee as a Permitted Transferee, (B) satisfy any requirements for an exemption for the transfer under Applicable Law and (C) evidence the transfer.

(c) Notwithstanding Section 10.3(a), a Holder may, in the manner determined by the Administrator, designate a beneficiary to exercise the rights of the Holder and to receive any distribution with respect to any Award upon the Holder's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Holder, except to the extent the Plan and the Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Administrator. If the Holder is married or a domestic partner in a domestic partnership qualified under Applicable Law and resides in a community property state, a designation of a person other than the Holder's spouse or domestic partner, as applicable, as his or her beneficiary with respect to more than 50% of the Holder's interest in the Award shall not be effective without the prior written or electronic consent of the Holder's spouse or domestic partner. If no beneficiary has been designated or survives the Holder, payment shall be made to the person entitled thereto pursuant to the Holder's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Holder at any time; provided that the change or revocation is filed with the Administrator prior to the Holder's death.

10.4 Conditions to Issuance of Shares.

(a) Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares pursuant to the exercise of any Award, unless and until the Board or the Committee has determined, with advice of counsel, that the issuance of such Shares is in compliance with Applicable Law and the Shares are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Board or the Committee may require that a Holder make such reasonable covenants, agreements, and representations as the Board or the Committee, in its discretion, deems advisable in order to comply with Applicable Law as a condition to the issuance or exercise of any Award.

(b) All Share certificates delivered pursuant to the Plan and all Shares issued pursuant to book entry procedures are subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with Applicable Law. The Administrator may place legends on any Share certificate or book entry to reference restrictions applicable to the Shares.

(c) The Administrator shall have the right to require any Holder to comply with any timing or other restrictions with respect to the settlement, distribution or exercise of any Award, including a window-period limitation, as may be imposed in the sole discretion of the Administrator.

(d) No fractional Shares shall be issued and the Administrator shall determine, in its sole discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding down.

(e) Notwithstanding any other provision of the Plan, unless otherwise determined by the Administrator or required by Applicable Law, the Company shall not deliver to any Holder certificates evidencing Shares issued in connection with any Award and instead such Shares shall be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

10.5 Forfeiture and Claw-Back Provisions. Pursuant to its general authority to determine the terms and conditions applicable to Awards under the Plan, the Administrator shall have the right to provide, in an Award Agreement or otherwise, or to require a Holder to agree by separate written or electronic instrument, that:

(a) (i) Any proceeds, gains or other economic benefit actually or constructively received by the Holder upon any receipt or exercise of the Award, or upon the receipt or resale of any Shares underlying the Award, must be paid to the Company, and (ii) the Award shall terminate and any unexercised portion of the Award (whether or not vested) shall be forfeited, if (x) a Termination of Service occurs prior to a specified date, or within a specified time period

following receipt or exercise of the Award, or (y) the Holder at any time, or during a specified time period, engages in any activity in competition with the Company, or which is inimical, contrary or harmful to the interests of the Company, as further defined by the Administrator or (z) the Holder incurs a Termination of Service for Misconduct; and

(b) All Awards (including any proceeds, gains or other economic benefit actually or constructively received by the Holder upon any receipt or exercise of any Award or upon the receipt or resale of any Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy and/or in the applicable Award Agreement.

ARTICLE 11.

ADMINISTRATION

11.1 Administrator. The Committee (or another committee or a subcommittee of the Board assuming the functions of the Committee under the Plan) shall administer the Plan (except as otherwise permitted herein) and, unless otherwise determined by the Board, shall consist solely of two or more Non-Employee Directors appointed by and holding office at the pleasure of the Board, each of whom is intended to qualify as both a “non-employee director” as defined by Rule 16b-3 of the Exchange Act or any successor rule, and an “independent director” under the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded; provided that any action taken by the Committee shall be valid and effective, whether or not members of the Committee at the time of such action are later determined not to have satisfied the requirements for membership set forth in this Section 11.1 or otherwise provided in any charter of the Committee. Except as may otherwise be provided in any charter of the Committee, appointment of Committee members shall be effective upon acceptance of appointment. Committee members may resign at any time by delivering written or electronic notice to the Board. Vacancies in the Committee may only be filled by the Board. Notwithstanding the foregoing, (a) the full Board, acting by a majority of its members in office, shall conduct the general administration of the Plan with respect to Awards granted to Non-Employee Directors and, if the Committee does not consist solely of two or more Non-Employee Directors, Awards granted to officers, as defined in Rule 16a-1 of the Exchange Act, and, with respect to such Awards, the terms “Administrator” and “Committee” as used in the Plan shall be deemed to refer to the Board and (b) the Board or Committee may delegate its authority hereunder to the extent permitted by Section 11.6.

11.2 Duties and Powers of Committee. It shall be the duty of the Committee to conduct the general administration of the Plan in accordance with its provisions. The Committee shall have the power to interpret the Plan and the Award Agreement, and to adopt such rules for the administration, interpretation and application of the Plan as are not inconsistent therewith, to interpret, amend or revoke any such rules and to amend any Award Agreement; provided that the rights or obligations of the Holder of the Award that is the subject of any such Award Agreement are not affected adversely by such amendment, unless the consent of the Holder is obtained or such amendment is otherwise permitted under Section 12.10. Any such grant or award under the Plan need not be the same with respect to each Holder. Any such interpretations and rules with respect to Incentive Stock Options shall be consistent with the provisions of Section 422 of the Code. In its sole discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan except with respect to matters which under Rule 16b-3 under the Exchange Act or any successor rule, or any regulations or rules issued thereunder, or the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded are required to be determined in the sole discretion of the Committee.

11.3 Action by the Committee. Unless otherwise established by the Board or in any charter of the Committee, a majority of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present, and acts approved in writing by all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary, the Company’s independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

11.4 Authority of Administrator. Subject to the Company's Bylaws, the Committee's Charter and any specific designation in the Plan, the Administrator has the exclusive power, authority and sole discretion to:

- (a) Designate Eligible Individuals to receive Awards;
- (b) Determine the type or types of Awards to be granted to Eligible Individuals;
- (c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any Performance Criteria, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Administrator in its sole discretion determines;
- (e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (f) Determine to adjust or waive any criteria with respect to Performance Criteria;
- (g) Prescribe the form of each Award Agreement, which need not be identical for each Holder;
- (h) Determine the Fair Market Value in good faith, if necessary;
- (i) Grant waivers of Plan or Award conditions;
- (j) Correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;
- (k) Determine whether an Award has been earned and whether any Performance Criteria has been attained;
- (l) Decide all other matters that must be determined in connection with an Award;
- (m) Establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;
- (n) Interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement;
- (o) Make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan; and
- (p) Accelerate wholly or partially the vesting or lapse of restrictions of any Award or portion thereof at any time after the grant of an Award, subject to whatever terms and conditions it selects and Sections 3.4 and 12.2(c).

11.5 Decisions Binding. The Administrator's interpretation of the Plan, any Awards granted pursuant to the Plan and any Award Agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding, and conclusive on all parties. Any dispute regarding the interpretation of the Plan or any Award Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant.

11.6 Delegation of Authority. To the extent permitted by Applicable Law, the Board or Committee may from time to time delegate to a committee of one or more members of the Board or one or more officers of the Company the authority to grant or amend Awards or to take other administrative actions pursuant to this Article 11; provided, however, that in no event shall an officer of the Company be delegated the authority to grant awards to, or amend awards held by, the following individuals: (a) individuals who are subject to Section 16 of the Exchange Act or (b) officers of the Company (or Directors) to whom authority to grant or amend Awards has been delegated hereunder; provided, further, that any delegation of administrative authority shall only be permitted to the extent it is permissible under Applicable Law. Any delegation hereunder shall be subject to the restrictions and limits that the Board or Committee specifies at the

time of such delegation, and the Board may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 11.6 shall serve in such capacity at the pleasure of the Board and the Committee.

ARTICLE 12.

MISCELLANEOUS PROVISIONS

12.1 Amendment, Suspension or Termination of the Plan.

(a) Except as otherwise provided in this Section 12.1, the Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. However, without approval of the Company's stockholders given within twelve (12) months before or after the action by the Administrator, no action of the Administrator may, except as provided in Section 12.2, increase the limits imposed in Section 3.1 on the maximum number of Shares which may be issued under the Plan. Except as provided in Section 12.10, no amendment, suspension or termination of the Plan shall, without the consent of the Holder, impair any rights or obligations under any Award theretofore granted or awarded, unless the Award itself otherwise expressly so provides.

(b) The Board or the Committee may, without stockholder approval, (i) amend any Award to reduce the per share exercise price of such an Award below the per share exercise price as of the date the Award is granted and (ii) grant an Award in exchange for, or in connection with, the cancellation or surrender of an Award having a higher per share exercise price.

(c) No Awards may be granted or awarded during any period of suspension or after termination of the Plan, and in no event may any Award be granted under the Plan after the tenth (10th) anniversary of the date this Plan is approved by the Board (the "Expiration Date"). Any Awards that are outstanding on the Expiration Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

12.2 Changes in Common Stock or Assets of the Company, Acquisition or Liquidation of the Company and Other Corporate Events.

(a) In the event of any stock dividend, stock split, subdivision, combination or exchange of shares, merger, consolidation, distribution (other than normal cash dividends) of Company assets to stockholders, reclassification, recapitalization, or any other change affecting the Shares of the Company's stock or the share price of the Company's stock, the Administrator shall make equitable adjustments, if any, to reflect such change with respect to (i) the aggregate number and kind of Shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 on the maximum number and kind of Shares which may be issued under the Plan); (ii) the number and kind of Shares (or other securities or property) subject to outstanding Awards; (iii) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (iv) the grant or exercise price per share for any outstanding Awards under the Plan.

(b) In the event of any transaction or event described in Section 12.2(a) or any unusual or nonrecurring transactions or events affecting the Company, any Subsidiary of the Company, or the financial statements of the Company or any Subsidiary, or of changes in Applicable Law or accounting principles, including, without limitation, a Change in Control, the Administrator, in its sole discretion, and on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event and either automatically or upon the Holder's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Award under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

(i) To provide for either (A) termination of any such Award in exchange for an amount of cash, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Holder's rights (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction or event described in this Section 12.2 the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Holder's rights, then such Award may be terminated by the Company without payment) or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion

having an aggregate value not exceeding the amount that could have been attained upon the exercise of such Award or realization of the Holder's rights had such Award been currently exercisable or payable or fully vested;

(ii) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(iii) To make adjustments in the number and type of Shares of the Company's stock (or other securities or property) subject to outstanding Awards, and in the number and kind of outstanding Restricted Stock and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards and Awards which may be granted in the future;

(iv) To provide that such Award shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and

(v) To provide that the Award cannot vest, be exercised or become payable after such event.

(c) In the event that the successor corporation in a Change in Control fails for any reason to assume or substitute for an Award upon the Change in Control, such Award shall become fully vested and, if applicable, exercisable and all forfeiture restrictions on such Award shall lapse as of immediately prior to the consummation of such Change in Control. If an Award is exercisable in lieu of assumption or substitution in the event of a Change in Control, the Administrator shall notify the Holder that the Award shall be fully exercisable for a period of fifteen (15) days from the date of such notice, contingent upon the occurrence of the Change in Control, and the Award shall terminate upon the expiration of such period.

(d) The Administrator may, in its sole discretion, include such further provisions and limitations in any Award, agreement or certificate, as it may deem equitable and in the best interests of the Company that are not inconsistent with the provisions of the Plan.

(e) No adjustment or action described in this Section 12.2 or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause the Plan to violate Section 422(b)(1) of the Code. Furthermore, no such adjustment or action shall be authorized to the extent such adjustment or action would result in short-swing profits liability under Section 16 or violate the exemptive conditions of Rule 16b-3 unless the Administrator determines that the Award is not to comply with such exemptive conditions.

(f) The existence of the Plan, any Award Agreement and the Awards granted hereunder shall not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(g) No action shall be taken under this Section 12.2 which shall cause an Award to fail to comply with Section 409A of the Code or the Treasury Regulations thereunder, to the extent applicable to such Award.

(h) In the event of any pending stock dividend, stock split, subdivision, combination or exchange of shares, merger, consolidation, distribution (other than normal cash dividends) of Company assets to stockholders, reclassification, recapitalization or any other change affecting the Shares or the share price of the Common Stock, for reasons of administrative convenience, the Company in its sole discretion may refuse to permit the exercise of any Award during a period of up to thirty (30) days prior to the consummation of any such transaction.

12.3 Approval of Plan by Stockholders. The Plan will be submitted for the approval of the Company's stockholders within twelve (12) months after the date of the Board's initial adoption of the Plan.

12.4 No Stockholders Rights. Except as otherwise provided herein, a Holder shall have none of the rights of a stockholder with respect to Shares covered by any Award until the Holder becomes the record owner of such Shares.

Without limiting the generality of the foregoing, no Holder will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Holder. After Shares are issued to the Holder, the Holder will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Holder may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Holder will have no right to retain such stock dividends or stock distributions with respect to Shares that are repurchased by the Company pursuant to this Plan or the Award Agreement.

12.5 Paperless Administration. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Holder may be permitted through the use of such an automated system.

12.6 Effect of Plan upon Other Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company or any Subsidiary. Nothing in the Plan shall be construed to limit the right of the Company or any Subsidiary: (a) to establish any other forms of incentives or compensation for Employees, Directors or Consultants of the Company or any Subsidiary, or (b) except as otherwise provided herein, to grant or assume options or other rights or awards otherwise than under the Plan in connection with any proper corporate purpose including without limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any corporation, partnership, limited liability company, firm or association.

12.7 Compliance with Laws. The Plan, the granting and vesting of Awards under the Plan and the issuance and delivery of Shares and the payment of money under the Plan or under Awards granted or awarded hereunder are subject to compliance with all Applicable Laws (including but not limited to margin requirements), and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all Applicable Laws. To the extent permitted by Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to Applicable Laws.

12.8 Titles and Headings, References to Sections of the Code, Exchange Act or Securities Act. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to sections of the Code, the Exchange Act or Securities Act shall include any amendment or successor thereto.

12.9 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof or of any other jurisdiction.

12.10 Securities Law and Other Regulatory Compliance. An Award will not be effective unless such Award is in compliance with all applicable federal, state and foreign securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or (b) completion of any registration or other qualification of such Shares under any state, federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the Securities and Exchange Commission or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so. As a condition to the grant of any Award, the Company may require the Holder to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

12.11 Section 409A. To the extent that the Administrator determines that any Award granted under the Plan is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and any Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Administrator determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section. Further:

(a) Termination of Service shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of any amounts following a Termination of Service that constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the final regulations issued thereunder unless or until such termination also constitutes a “separation from service” within the meaning of Section 409A of the Code and the final regulations issued thereunder.

(b) If any payment to a Holder in connection with his or her Termination of Service is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the final regulations issued thereunder and the Holder is a “specified employee” as defined in Section 409A of the Code and the final regulations issued thereunder, no part of such payment shall be paid before the day that is six months plus one day after the Holder’s Termination of Service for reasons other than his or her death (the “New Payment Date”). The aggregate of any payments that otherwise would have been paid to the Holder during the period between the date of such Termination of Service and the New Payment Date shall be paid to the Holder in a single sum on the earlier of (i) such New Payment Date, or (ii) the Holder’s death. Thereafter, any payments that remain outstanding as of the day immediately following the New Payment Date shall be paid without delay over the time period originally scheduled, in accordance with the terms of this Plan and the Holder’s Award Agreement.

(c) Whenever a payment under an Award Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within 30 days following the date of Termination of Service”), the actual date of payment within the specified period shall be within the sole discretion of the Company (except as otherwise set forth in Section 12.11(b)).

(d) Notwithstanding anything herein to the contrary, the Company shall have no liability to any Holder or to any other person if the payments and benefits provided under this Plan or pursuant to any Award Agreement that are intended to be exempt from or compliant with Section 409A of the Code are not so exempt or compliant.

12.12 No Rights to Awards. No Eligible Individual or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Administrator is obligated to treat Eligible Individuals, Holders or any other persons uniformly.

12.13 Unfunded Status of Awards. The Plan is intended to be an “unfunded” plan for incentive compensation. With respect to any payments not yet made to a Holder pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Holder any rights that are greater than those of a general creditor of the Company or any Subsidiary.

12.14 Indemnification. To the extent allowable pursuant to Applicable Law, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; provided he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be

entitled pursuant to the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

12.15 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

12.16 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

12.17 Escrow; Pledge of Shares. To enforce any restrictions on a Holder's Shares, the Committee may require the Holder to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Holder who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of the Holder's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Holder under the promissory note notwithstanding any pledge of the Holder's Shares or other collateral. In connection with any pledge of the Shares, the Holder will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

12.18 No Obligation to Employ. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Holder any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent or Subsidiary of the Company, provide any employment-related rights, or limit in any way the right of the Company or any Parent or Subsidiary of the Company to terminate Holder's employment or other relationship at any time, subject to applicable legal requirements.

12.19 Insider Trading Policy. Each Holder who receives an Award shall comply with all laws and any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, Consultants, officers and/or Directors of the Company.

* * * * *

**Certification By Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Keith W. Pfeil, certify that:

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

Date: August 6, 2026

/s/ KEITH W. PFEIL

Keith W. Pfeil
President and Chief Executive Officer
(Principal Executive Officer)
and Director

**Certification By Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Kyle R. Kline, certify that:

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

Date: August 6, 2026

/s/ KYLE R. KLINE

Kyle R. Kline
Chief Financial Officer
(Principal Financial Officer)
Senior Vice President

**Certification Pursuant to 18 U.S.C. Section 1350, as Adopted
Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code), Keith W. Pfeil, President and Chief Executive Officer, and Kyle R. Kline, Chief Financial Officer of Globus Medical, Inc. (the “Company”), each certifies with respect to the Quarterly Report of the Company on Form 10-Q for the period ended June 30, 2026 (the “Report”) that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 6, 2026

/s/ KEITH W. PFEIL

Keith W. Pfeil
President and Chief Executive Officer
(Principal Executive Officer)
and Director

Date: August 6, 2026

/s/ KYLE R. KLINE

Kyle R. Kline
Chief Financial Officer
(Principal Financial Officer)
Senior Vice President

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code) and is not being filed as part of the Report or as a separate disclosure document.