

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

FORM 8-K

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

Date of Report (Date of earliest event reported): September 1, 2023

GLOBUS MEDICAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35621
(Commission
File Number)

04-3744954
(IRS Employer
Identification Number)

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 name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, par value \$0.001 per share	GMED	New York Stock Exchange

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

In connection with the completion of the Merger (as defined below), on September 1, 2023, Globus Medical, Inc., a Delaware corporation (“Globus”), NuVasive, Inc., a Delaware corporation (“NuVasive”), and Wilmington Trust, National Association, as trustee (the “Trustee”) entered into that certain First Supplemental Indenture (the “First Supplemental Indenture”) to the Indenture, dated as of March 2, 2020 (the “Base Indenture” and, together with that certain First Supplemental Indenture, the “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 “Notes”).

As a result of the Merger, and pursuant to the First Supplemental Indenture, the Notes are no longer convertible into cash, shares of NuVasive common stock or a combination thereof, at NuVasive’s election. Instead, subject to the terms and conditions of the Indenture, the Notes will be convertible into cash, shares of Class A common stock of Globus, \$0.001 par value per share (the “Globus Class A Common Stock”) or a combination thereof, at NuVasive’s option, at an initial conversion rate equal to 8.0399 shares of Globus Class A Common Stock per \$1,000 principal amount of Notes. In addition, following certain corporate events that occur prior to the maturity date or if NuVasive issues a notice of redemption, NuVasive will increase the conversion rate for a holder who elects to convert its Notes in connection with such a corporate event or in connection with such redemption in certain circumstances. The conversion rate will be subject to adjustment upon the occurrence of certain specified events, including certain distributions and dividends to all or substantially all of the holders of Globus Class A Common Stock, but will not be adjusted for accrued and unpaid interest.

Pursuant to the terms of the First Supplemental Indenture, Globus agreed to guarantee NuVasive’s obligations under the Indenture.

The Notes bear interest at a rate of 0.375% per annum, payable semi-annually in arrears on March 15 and September 15 of each year. The Notes will mature on March 15, 2025, unless earlier repurchased, redeemed or converted.

Prior to the close of business on the business day immediately preceding September 15, 2024, the Notes will be convertible at the option of holders only upon the satisfaction of specified conditions and during certain periods. Thereafter until close of business on the second scheduled trading day preceding maturity, the Notes will be convertible at the option of the holders at any time regardless of these conditions.

NuVasive may redeem the Notes, at its option, in whole or in part until the close of business on the business day immediately preceding September 15, 2024 if the last reported sale price of Globus Class A Common Stock has been at least 130% of the conversion price then in effect for at least 20 trading days during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which NuVasive delivers written notice of a redemption. The redemption price will be equal to 100% of the principal amount of such Notes to be redeemed plus accrued and unpaid interest to, but excluding, the redemption date. NuVasive will provide written notice of redemption not less than 60 nor more than 75 calendar days before the redemption date.

The Indenture does not limit the amount of debt that may be issued by Globus or its subsidiaries under the Indenture or otherwise. Upon the occurrence of certain fundamental changes involving Globus, holders of the Notes may require NuVasive to repurchase for cash all or part of their Notes at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date.

The foregoing descriptions of the Base Indenture and the First Supplemental Indenture do not purport to be complete and are qualified in their entirety by reference to the Base Indenture and the First Supplemental Indenture, copies of which are attached as Exhibits 4.1 and 4.2 hereto, respectively, and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As previously announced, on February 8, 2023, Globus entered into an Agreement and Plan of Merger (the “Merger Agreement”), with NuVasive and Zebra Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“Merger Sub”). On September 1, 2023, pursuant to the terms of the Merger Agreement, Merger Sub merged with and into NuVasive (the “Merger”) with NuVasive surviving as a wholly owned subsidiary of Globus.

At the consummation of the Merger, each issued and outstanding share of common stock of NuVasive, \$0.001 par value per share, was converted into 0.75 fully paid and non-assessable shares of Globus Class A Common Stock, and the right to receive cash in lieu of fractional shares.

The issuance of Globus Class A Common Stock in connection with the Merger was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Globus's registration statement on Form S-4 (File No. 333-270482) filed by Globus with the United States Securities and Exchange Commission (the "SEC") on March 13, 2023, as amended on March 23, 2023, and declared effective on March 28, 2023.

The Merger Agreement contains representations, warranties, covenants and other terms, provisions and conditions that the parties made to each other as of specific dates. The assertions embodied therein were made solely for purposes of the Merger Agreement, and may be subject to important qualifications and limitations agreed to by the parties in connection with negotiating their respective terms. Moreover, they may be subject to a contractual standard of materiality that may be different from what may be viewed as material to stockholders, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. For the foregoing reasons, no person should rely on such representations, warranties, covenants or other terms, provisions or conditions as statements of factual information at the time they were made or otherwise.

The description of the Merger Agreement and related transactions (including, without limitation, the Merger) in this Current Report on Form 8-K is subject, and qualified in its entirety by reference, to the full text of the Merger Agreement, which is filed herewith as Exhibit 2.1 and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K under the heading is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Items 1.01 and 8.01 of this Current Report on Form 8-K is incorporated herein by reference.

The shares of Globus Class A Common Stock, if any, issuable upon conversion of the Notes or upon exercise of the warrants under the Warrant Confirmations (as defined below) have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

To the extent that any shares of Globus Class A Common Stock are issued upon conversion of the Notes or exercise and settlement or termination of the warrants pursuant to the Warrant Confirmations, they will be issued in transactions anticipated to be exempt from registration under the Securities Act by virtue of Section 3(a)(9) thereof, because no commission or other remuneration is expected to be paid in connection with conversion of the Notes or exercise and settlement or termination of the warrants, as the case may be, and any resulting issuance of shares of Globus Class A Common Stock.

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

In connection with the consummation of the Merger and pursuant to the Merger Agreement, on September 1, 2023, the board of directors of Globus (the "Globus Board") elected and designated Leslie V. Norwalk, John A. DeFord, and Daniel J. Wolterman (collectively, the "New Directors"), who were previously members of the board of directors of NuVasive, to serve on the Globus Board effective immediately after the consummation of the Merger.

The Globus Board appointed Ms. Norwalk to serve on the Audit Committee, Dr. DeFord to serve on the Compensation Committee and Mr. Wolterman to serve on the Nominating and Corporate Governance Committee.

Other than as set forth herein, there are no arrangements or understandings with any of the New Directors or any other person pursuant to which such New Director was selected and none of the New Directors has a direct or indirect material interest in any related party transaction required to be disclosed under Item 404(a) of Regulation S-K.

In connection with their service on the Globus Board, each New Director who is not an employee of Globus or any parent or subsidiary of Globus will be entitled to receive compensation pursuant to Globus's standard compensation program applicable to all of Globus's non-employee directors. Pursuant to Globus's standard compensation package for non-employee directors, each New Director will receive an annual retainer of \$57,500 and an option to purchase up to 15,000 shares of Globus Class A Common Stock. Additionally, Ms. Norwalk will receive \$10,000 per year for her service on the Audit Committee and Dr. DeFord will receive \$7,500 per year for his service on the Nominating and Corporate Governance Committee.

Following the Merger, the composition of the Globus Board and their respective classes are as follows:

Term Expiring in 2024

David D. Davidar
James R. Tobin
Stephen T. Zarrilli
Daniel J. Wolterman

Term Expiring in 2025

David C. Paul
Daniel T. Lemaitre
Ann D. Rhoads
Leslie V. Norwalk

Term Expiring in 2026

Daniel T. Scavilla
Robert A. Douglas
John A. DeFord

In connection with the foregoing and in accordance with Globus's customary practice, Globus will enter into an indemnification agreement with each New Director in substantially the form filed as an exhibit to Globus's Registration Statement for Form S-1/A filed with the SEC on May 8, 2012.

Following the Merger, the composition of the committees of the Globus Board is as follows:

Audit Committee

Ann D. Rhoads (chair)
Daniel T. Lemaitre
Stephen T. Zarrilli
Robert A. Douglas
Leslie V. Norwalk

Compensation Committee

David C. Paul (chair)
David D. Davidar
Daniel T. Lemaitre
James R. Tobin
John A. DeFord

**Nominating and Corporate
Governance Committee**

James R. Tobin (chair)
David C. Paul
Daniel T. Scavilla
David D. Davidar
Ann D. Rhoads
Daniel J. Wolterman

Leslie V. Norwalk, Esq., age 57, has served as a member of the board of directors of NuVasive, Inc. since May 2014. Ms. Norwalk is currently strategic counsel to Epstein Becker & Green, EBG Advisors and National Health Advisors. She also serves as a healthcare, regulatory and policy advisor to several private equity firms. Ms. Norwalk previously served the Bush Administration as the acting administrator for the Centers for Medicare & Medicaid Services. She managed the day-to-day operations of Medicare, Medicaid, State Child Health Insurance Programs, Survey and Certification of Health Care Facilities and other federal health care initiatives. For four years prior to that, she was the agency's deputy administrator, responsible for the implementation of the hundreds of changes made under the Medicare Modernization Act, including the Medicare Prescription Drug Benefit. Prior to serving the Bush Administration, she practiced law in the Washington, D.C. office of Epstein Becker & Green where she advised clients on a variety of health policy matters. She also served in the first Bush Administration in the White House Office of Presidential Personnel, and the Office of the U.S. Trade Representative. Ms. Norwalk serves as a director of Arvinas, ModivCare and Neurocrine Biosciences, as well as several privately held healthcare companies. She is also a member of APCO Worldwide's International Advisory Council. Ms. Norwalk earned a bachelor's degree, cum laude, in economics and international relations from Wellesley College and a juris doctor degree from the George Mason University School of Law.

John A. DeFord, Ph.D., age 61, has served as a member of the board of directors of NuVasive, Inc. since February 2018. Dr. DeFord is currently chairman, chief executive officer and president of Samothrace Medical Innovations. Dr. DeFord previously served as the executive vice president and chief technology officer for Becton, Dickinson and Company (BD), a global medical technology company, from June 2018 until his retirement in May 2021. While at BD, Dr. DeFord also served as the senior vice president, research and development for the interventional segment from December 2017 to June 2018, following its acquisition of C.R. Bard where he had served as senior vice president, science, technology and clinical affairs since June 2007. Dr. DeFord joined Bard in 2004 and served in science and technology roles of increasing responsibility during that time. Prior to joining Bard, Dr. DeFord was managing director of Early Stage Partners, a venture capital fund. Prior to joining Early Stage Partners, Dr. DeFord was president and chief executive officer of Cook Incorporated, a privately held medical device manufacturer. He also serves on the board of directors of Maravai LifeSciences Holdings and Nordson Corporation. Dr. DeFord graduated from Purdue University with a bachelor's degree and master's degree in electrical engineering and a Ph.D. in electrical/biomedical engineering.

Daniel J. Wolterman, age 67, has served as a member of the board of directors of NuVasive, Inc. since July 2015. Mr. Wolterman is currently chief executive officer of Wolterman Consulting, a provider of strategic and operational consulting services to healthcare providers and other entities. From January 2018 to May 2019, Mr. Wolterman served as chief executive officer of ColubrisMX and X-Cath, both privately held medical device companies. Mr. Wolterman previously served as president and chief executive officer of Memorial Hermann Health System, the largest not-for-profit health system in Southeast Texas, from 2002 until his retirement from Memorial Hermann in May 2016. He has more than 40 years of experience in the healthcare industry and a long history of community involvement. He currently serves as a member of the board of directors of Hyperfine. Mr. Wolterman earned a bachelor's degree in business administration and a master of business administration degree in finance from the University of Cincinnati, and a master's degree in healthcare administration from Xavier University.

Item 7.01 Regulation FD Disclosure.

On September 1, 2023, Globus issued a press release announcing the consummation of the Merger, a copy of which is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information contained in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

In connection with the completion of the Merger, on September 1, 2023, Globus, NuVasive, and certain dealers entered into amendment and guarantee agreements with respect to privately negotiated call option transactions (the "Call Option Confirmations") and privately negotiated warrant transactions (the "Warrant Confirmations" and, together with the Call Option Confirmations, the "Confirmations") pursuant to which NuVasive purchased options from and sold warrants to, such dealers exercisable at a strike price of \$93.2853 and \$127.8350, respectively, for its own common stock in connection with the initial sale of the Notes. Pursuant to such amendment and guarantee agreements, the options and warrants are exercisable into Globus Class A Common Stock in certain circumstances and Globus guaranteed NuVasive's obligations under the Confirmations. The Confirmations provide the dealers may make adjustments to the strike prices and other terms of the Confirmation to account for the economic effect of the Merger and certain other corporate actions. The number of shares of Globus Class A Common Stock initially underlying each of the Call Option Confirmations and the Warrant Confirmations is equal to the same number of shares of Globus Class A Common Stock initially underlying the Notes, subject to customary anti-dilution adjustments.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses or funds acquired.

Financial statements, to the extent required by this Item 9.01, will be filed by amendment to this Current Report on Form 8-K within seventy-one (71) calendar days from the date that this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

Pro forma financial information, to the extent required by this Item 9.01, will be filed by amendment to this Current Report on Form 8-K within seventy-one (71) calendar days from the date that this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1	Agreement and Plan of Merger, dated as of February 8, 2023, by and among NuVasive, Inc., Globus Medical, Inc. and Zebra Merger Sub, Inc. (incorporated herein by reference to Exhibit 2.1 to Globus Medical, Inc.'s Current Report on Form 8-K filed with the SEC on February 9, 2023). *
4.1	Indenture, dated as of March 2, 2020, between NuVasive and the Trustee (incorporated by reference to Exhibit 4.1 to NuVasive, Inc.'s Current Report on Form 8-K filed with the SEC on March 2, 2020).
4.2	First Supplemental Indenture, dated as of September 1, 2023, among Globus, NuVasive and the Trustee.
99.1	Press Release, issued September 1, 2023. **
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(2). Such excluded information is not material and the registrant customarily and actually treats it as private and confidential.

** Furnished herewith.

SIGNATURE

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

GLOBUS MEDICAL, INC.
(Registrant)

Dated: September 1, 2023

By: /s/ Keith Pfeil
Keith Pfeil
Chief Financial Officer
Chief Accounting Officer
Senior Vice President
(Principal Financial Officer)

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of September 1, 2023 (the "First Supplemental Indenture"), is entered into among NuVasive, Inc., a Delaware corporation (the "Company"), Globus Medical, Inc., a Delaware corporation ("Parent"), and Wilmington Trust, National Association, a national banking association, as trustee (the "Trustee").

WHEREAS, the Company and the Trustee entered into an indenture, dated as of March 2, 2020 (the "Base Indenture", as modified by the Supplemental Indenture, the "Indenture"), between the Company and the Trustee, providing for the issuance of the 0.375% Convertible Senior Notes due 2025 (the "Notes");

WHEREAS, on February 8, 2023, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Parent and Zebra Merger Sub, Inc., a Delaware corporation and a direct wholly-owned subsidiary of Parent ("Merger Sub");

WHEREAS, pursuant to the Merger Agreement, and subject to the terms and conditions thereof, Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation and a direct wholly owned subsidiary of Parent (the "Merger");

WHEREAS, pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of common stock, \$0.001 par value per share, of the Company (the "Common Stock") issued and outstanding immediately prior to the Effective Time (other than any shares held in treasury or held or owned by the Company, Parent or Merger Sub by the Company) will be cancelled and converted into the right to receive 0.75 fully paid and non-assessable shares of Class A common stock, par value \$0.001 per share, of Parent ("Parent Common Stock", each such 0.75 share of Parent Common Stock, a "Unit of Reference Property"), and cash in lieu of fractional shares as set forth in the Merger Agreement;

WHEREAS the Effective Time will occur concurrently with the execution of this First Supplemental Indenture;

WHEREAS, the Merger does not constitute a Fundamental Change or a Make-Whole Fundamental Change;

WHEREAS, the Merger constitutes a Merger Event;

WHEREAS, pursuant to Section 4.07 of the Base Indenture, the Company and Parent are required to execute and deliver to the Trustee a supplemental indenture providing for, among other things, (i) the right to convert each \$1,000 principal amount of Notes into the same type of consideration that Holders would have been entitled to receive if such Holders had held a number of shares of Common Stock equal to the applicable Conversion Rate in effect immediately prior to such Merger Event, (ii) provide for subsequent adjustments to the Conversion Rate provided for in Article 4 of the Base Indenture in the manner set forth in Section 4.07 of the Base Indenture and (iii) contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the fact that the Reference Property includes Parent Common Stock, including to the extent required by the Board of Directors and practicable the provisions providing for the repurchase rights of Holders set forth in Article 3 of the Base Indenture.

WHEREAS, Parent wishes to fully and unconditionally guarantee all of the obligations of the Company under the Notes and the Indenture (the "Guarantee");

WHEREAS, Section 10.01(i) of the Base Indenture provides that the Company and the Trustee may amend or supplement the Indenture or the Notes without prior notice to, or the consent of, any Holder by entering into a supplemental indenture pursuant to, and in accordance with, Section 4.07 of the Base Indenture in connection with a Merger Event to provide for the conversion of Notes in accordance with Article 4 of the Base Indenture, including, upon the occurrence of a Merger Event, (A) to provide that the Notes are convertible into Reference Property, as required under Section 4.07 of the Base Indenture and (B) to effect the related changes to the terms of the Notes required under Section 4.07 of the Base Indenture, in each case, in accordance with the applicable provisions of the Base Indenture;

WHEREAS, Section 10.01(c) of the Base Indenture provides that the Company and the Trustee may amend or supplement the Indenture or the Notes without prior notice to, or the consent of, any Holder to add guarantees with respect to the Notes; and

WHEREAS, the Company has complied with all conditions precedent provided for in the Base Indenture relating to this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. All capitalized terms used but not defined in this First Supplemental Indenture shall have the meanings ascribed to such terms in the Base Indenture.

ARTICLE II MODIFICATIONS EFFECT OF MERGER

SECTION 2.01. Conversion Right. Pursuant to Section 4.07(a) of the Base Indenture, as a result of the Merger:

(a) at and after the Effective Time, the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the number of Units of Reference Property equal to the Conversion Rate in effect immediately prior to the Effective Time;

(b) at and after the Effective Time (i) the Company shall continue to have the right to determine the Settlement Method applicable upon conversion of Notes in accordance with Section 4.02 of the Base Indenture and (ii)(A) any amount payable in cash upon conversion of the Notes in accordance with Section 4.02 of the Base Indenture shall continue to be payable in cash, (B) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 4.02 of the Base Indenture shall instead be deliverable in Units of Reference Property, and (C) the “Daily VWAP” shall mean the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “GMED <equity> AQR” (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Parent Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The Daily VWAP shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours; and

(c) the provisions of the Indenture, as modified herein, including without limitation, (i) all references and provisions respecting the terms “Common Stock,” “Conversion Price,” “Conversion Rate,” “Last Reported Sale Price,” “Scheduled Trading Day,” “Trading Day” and “Market Disruption Event” and (ii) the provisions of Article 4 of the Base Indenture shall continue to apply, mutatis mutandis, to the Holders’ right to convert each Note into the Reference Property.

SECTION 2.02. Anti-Dilution Adjustments. As and to the extent required by Section 4.07(a) of the Base Indenture, the Conversion Rate shall be subject to anti-dilution and other adjustments with respect to the Reference Property that shall be as nearly equivalent as is possible to the adjustments provided for in Article 4 of the Base Indenture.

SECTION 2.03. Repurchase of Notes at Option of Holders. References to the “Company” in the definition of “Fundamental Change” in Section 1.01 of the Base Indenture shall instead be references to “Parent”. Except as amended hereby, the purchase rights set forth in Section 3.02 of the Base Indenture shall continue to apply.

SECTION 2.04. Parent to Provide Parent Common Stock. Parent hereby irrevocably and unconditionally agrees to be bound by the terms of the Indenture applicable to it and to issue shares of Parent Common Stock as necessary to satisfy the Company’s obligations with respect to any Notes validly surrendered for conversion pursuant to Article 4 of the Base Indenture.

ARTICLE III GUARANTEE

SECTION 3.01. Guarantee. (a) Parent hereby unconditionally guarantees to each Holder of Notes and to the Trustee and its successors and assigns, (i) the full and punctual payment when due of all monetary obligations of the Company under the Indenture and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company under the Indenture. Parent further agrees that its obligations hereunder shall be unconditional, irrespective of the absence or existence of any action to enforce the same, the recovery of any judgment against the Company (except to the extent such judgment is paid) or any waiver or amendment of the provisions of the Indenture or the Notes to the extent that any such action or any similar action would otherwise constitute a legal or equitable discharge or defense of Parent (except that such waiver or amendment shall be effective in accordance with its terms).

(b) Parent further agrees that its Guarantee constitutes a guarantee of payment, performance and compliance and not merely of collection.

(c) Parent further agrees to waive presentment to, demand of payment from and protest to the Company of its Guarantee, and also waives diligence, notice of acceptance of its Guarantee, presentment, demand for payment, notice of protest for nonpayment, the filing of claims with a court in the event of merger or bankruptcy of the Company, any right to require a proceeding first against the Company or any other Person, and all other defenses based on suretyship. The obligations of Parent shall not be affected by any failure or delay on the part of the Trustee to exercise any right or remedy under the Indenture or the Notes.

(d) The obligation of Parent to make any payment hereunder may be satisfied by causing the Company to make such payment. If any Holder of any Note or the Trustee is required by any court or otherwise to return to the Company or Parent or any custodian, trustee, liquidator or other similar official acting in relation to the Company or Parent any amount paid by either of them to the Trustee or such Holder, the Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(e) (i) Upon the satisfaction and discharge of the Indenture in accordance with Article 9 thereof or (ii) upon the occurrence of a transaction that results in the Company no longer being a Subsidiary of Parent or that constitutes a sale of all or substantially all assets of the Company to a Person that is not a Subsidiary of the Company, Parent will be released and relieved of any obligations under the Guarantee.

ARTICLE IV ACCEPTANCE OF FIRST SUPPLEMENTAL INDENTURE

SECTION 4.01. Trustee’s Acceptance. The Trustee hereby accepts this First Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01. Effectiveness of First Supplemental Indenture. This First Supplemental Indenture shall become effective as of the Effective Time.

SECTION 5.02. Effect of First Supplemental Indenture. Upon the execution and delivery of this First Supplemental Indenture by the Company, Parent and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. All the provisions of this First Supplemental Indenture shall thereby be deemed to be incorporated in, and a part of, the Indenture; and the Indenture, as supplemented and amended by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 5.03. Indenture Remains in Full Force and Effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes and, except as supplemented or amended hereby, all other provisions in the Base Indenture and the Notes, to the extent not inconsistent with the terms and provisions of this First Supplemental Indenture, shall remain in full force and effect and is in all respects confirmed and preserved.

SECTION 5.04. Headings. The titles and headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions of this First Supplemental Indenture.

SECTION 5.05. Counterparts. The parties may sign multiple counterparts of this First Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement. Delivery of an executed counterpart by facsimile or PDF shall be effective as delivery of a manually executed counterpart thereof.

SECTION 5.06. Governing Law. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5.07. Separability. In case any provisions in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5.08. No Personal Liability of Directors, Officers, Employees or Stockholders. No past, present or future director, officer, employee, incorporator or stockholder of the Company or Parent, as such, shall have any liability for any obligations of the Company or the Parent under the Notes, the Guarantee of the Notes, this First Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder waives and releases all such liability.

SECTION 5.09 Trustee Makes No Representation. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. The recitals and statements contained in this First Supplemental Indenture shall be taken as the statements of the Company and Parent, and the Trustee assumes no responsibility for the correctness of the same.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first written above.

NUVASIVE, INC.

By: /s/ Matthew K. Harbaugh
Name: Matthew K. Harbaugh
Title: Executive Vice President and Chief Financial Officer

GLOBUS MEDICAL, INC.

By: /s/ Keith Pfeil
Name: Keith Pfeil
Title: Chief Financial Officer

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

By: /s/ Arlene Thelwell
Name: Arlene Thelwell
Title: Vice President

Signature Page to First Supplemental Indenture (2025 Notes)

**NEWS RELEASE****Globus Medical Completes Merger with NuVasive**

—Creates leading global musculoskeletal company—

—Robust portfolio well-positioned for long-term growth and continued innovation—

AUDUBON, Pa., September 1, 2023 – Globus Medical, Inc. (NYSE: GMED), a leading musculoskeletal solutions company, today announced it has completed its previously announced merger with NuVasive, Inc. The combined company will provide surgeons and patients with one of the most comprehensive offerings of musculoskeletal procedural solutions and enabling technologies to impact the care continuum.

“We’re thrilled to begin our journey together to create a leading global musculoskeletal company,” said Dan Scavilla, president and chief executive officer of Globus Medical. “With a relentless focus on changing patient lives, we’re combining our differentiated portfolios and talented teams to reach more customers as we advance spine and orthopedic care globally.”

The merger between Globus Medical and NuVasive combines their complementary global scale, expanded commercial reach, comprehensive portfolios in spine and orthopedics, commitment to product development and surgeon education, and increased operational capabilities. The merger also offers compelling upside revenue potential and a strong financial profile for value creation.

“Our combination with NuVasive is a defining moment in our company’s history,” said David Paul, executive chairman of Globus Medical. “I’m incredibly proud of the strong legacy we’ve built at Globus Medical, and I look forward to delivering on the many opportunities for our surgeon customers and their patients as a combined company.”

“The combination with Globus Medical is highly transformative—bringing together two leading companies with a shared vision to change the lives of more patients around the globe,” said Chris Barry, former chief executive officer of NuVasive. “I look forward to helping the combined organization transform the future of surgery.”

Globus Medical plans to discuss the closing of the merger and the anticipated benefits of the combination during its third quarter earnings conference call in November.

In connection with the closing of the transaction and as contemplated by the merger agreement with NuVasive, Globus Medical approved the expansion of its board of directors from eight directors to 11 directors and named the following three NuVasive board members to the Globus Medical board effective immediately: John DeFord, Ph.D., Leslie V. Norwalk, Esq., and Daniel J. Wolterman. “I am pleased to welcome John, Leslie, and Dan to the Globus Board of Directors, and look forward to working with them to build long-term value for our patients, customers, and shareholders,” said David Paul.

NuVasive common stock ceased trading on the Nasdaq as of the close of trading on August 31, 2023. Further information about the transaction can be found in the Form 8-Ks filed with the SEC today by NuVasive and Globus Medical, respectively.

Goldman Sachs & Co. LLC served as financial advisor to Globus Medical, and Goodwin Procter LLP and Troutman Pepper served as legal counsel. BofA Securities, Inc. served as financial advisor to NuVasive, and Wachtell, Lipton, Rosen & Katz served as legal counsel.

About Globus Medical, Inc.

Globus Medical is committed to providing innovative technologies and industry-leading clinical support to help surgeons and healthcare providers deliver better care around the globe. Globus Medical provides one of the most comprehensive offerings of musculoskeletal solutions and enabling technologies to impact the care continuum, now including the procedurally integrated portfolio of NuVasive. As a combined company, our employees are relentlessly focused on advancing patient care. For more information, please visit www.globusmedical.com/uniting.

Cautionary Notes on Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. In this context, forward-looking statements often address expected future business and financial performance and financial condition, and often contain words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “see,” “will,” “would,” “may,” “target,” and similar expressions and variations or negatives of these words. Forward-looking statements by their nature address matters that are, to different degrees, uncertain, such as statements about the anticipated benefits of the business combination transaction between Globus Medical and NuVasive. These and other forward-looking statements are not guarantees of future results and are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those expressed in any forward-looking statements. Important risk factors that may cause such a difference include, but are not limited to: (i) further deterioration of general macroeconomic conditions, including inflationary pressures, disruptions to the global supply chain, fluctuations in currency exchange rates, higher freight and labor costs, and weakness in economic conditions generally; (ii) the combined company’s ability to maintain operations to support its customers and patients in the near-term and to capitalize on future growth opportunities; (iii) risks associated with acceptance of the combined company’s surgical products and procedures by spine surgeons and hospitals, (iv) development and acceptance of new products or product enhancements, (v) clinical and statistical verification of the benefits achieved via the use of the combined company’s products, (vi) the combined company’s ability to adequately manage inventory as it continues to release new products, (vii) the anticipated tax treatment of the transaction may not be obtained, (viii) the potential impact of unforeseen liabilities, future capital expenditures, revenues, costs, expenses, earnings, synergies, economic performance, indebtedness, financial condition and losses on the future prospects, business and management strategies for the management, expansion and growth of the combined business after the consummation of the transactions, (ix) potential litigation relating to the transaction that could be instituted against the combined company or their respective directors, (x) potential adverse reactions or changes to business relationships resulting from the completion of the transaction, (xi) any negative effects of the consummation of the transactions on the market price of Globus Medical’s common stock and on the combined company’s businesses or operating results, (xii) risks associated with third party contracts containing consent and/or other provisions that may be triggered by the transaction, (xiii) the risks and costs associated with the integration of, and the ability of Globus Medical and NuVasive to integrate, their businesses successfully and to achieve anticipated synergies, (xiv) the risk that disruptions from the transaction will harm the combined company’s business, including current plans and operations, (xv) the ability of the combined company to retain and hire key personnel and uncertainties arising from leadership changes, (xvi) legislative, regulatory and economic developments, and (xvii) the other risks described in NuVasive’s and Globus Medical’s most recent annual reports on Form 10-K and quarterly reports on Form 10-Q.

These risks, as well as other risks associated with the transaction, are more fully discussed in the joint proxy statement/prospectus included in the registration statement on Form S-4 initially filed by Globus Medical with the U.S. Securities and Exchange Commission (“SEC”) on March 10, 2023, as amended on March 24, 2023, in connection with the transaction. While the list of factors presented here is, and the list of factors presented in the registration statement on Form S-4 are, considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on the combined company’s consolidated financial condition, results of operations, credit rating or liquidity. Neither Globus Medical nor NuVasive assumes any obligation to publicly provide revisions or updates to any forward-looking statements, whether as a result of new information, future developments or otherwise, should circumstances change, except as otherwise required by securities and other applicable laws.

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