UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **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 NUMBER 000-26224

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware	**51-0317849**
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	**(I.R.S. EMPLOYER IDENTIFICATION NO.)**
1100 Campus Road **Princeton , New Jersey**	**08540**
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	**(ZIP CODE)**

Registrant's Telephone Number, Including Area Code: (609) 275-0500

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report:

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

TITLE OF EACH CLASS	TRADING SYMBOL	NAME OF EACH EXCHANGE ON WHICH REGISTERED
Common Stock, Par Value $0.01 Per Share	IART	Nasdaq Global Select Market

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 of the registrant's Common Stock, $0.01 par value, outstanding as of July 28, 2026 was 77,772,506.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE LOSS
(UNAUDITED)
(Dollars in thousands, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Total revenue, net	$ 418,761	$ 415,605	$ 810,679	$ 798,258
Costs and expenses:				
Cost of goods sold	199,017	206,273	373,953	394,494
Research and development	24,253	26,997	47,754	51,725
Selling, general and administrative	172,436	179,890	350,671	361,387
Intangible asset amortization	3,770	3,754	7,546	7,458
Goodwill impairment charge	—	511,365	—	511,365
Total costs and expenses	399,476	928,279	779,924	1,326,429
Operating income (loss)	19,285	(512,674)	30,755	(528,171)
Interest income	4,267	4,710	8,372	9,130
Interest expense	(22,994)	(21,042)	(45,459)	(39,857)
Other income (expense), net	4,186	(1,946)	8,665	(2,090)
Income (loss) before income taxes	4,744	(530,952)	2,333	(560,988)
Provision (benefit) for income taxes	262	(46,879)	2,467	(51,622)
Net income (loss)	$ 4,482	$ (484,073)	$ (134)	$ (509,366)
Net income (loss) per share				
Basic	$ 0.06	$ (6.31)	$ —	$ (6.65)
Diluted	$ 0.06	$ (6.31)	$ —	$ (6.65)
Weighted average common shares outstanding (See Note 12):				
Basic	77,293	76,695	77,122	76,579
Diluted	78,168	76,695	77,122	76,579
Comprehensive loss (See Note 13)	(4,775)	(490,874)	(10,254)	$ (512,702)

The accompanying unaudited notes are an integral part of these condensed consolidated financial statements.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(Dollars in thousands, except per share amounts)

	June 30, 2026	December 31, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	$ 214,415	$ 235,048
Short-term investments	59,669	28,693
Trade accounts receivable, net of allowances of $7,326 and $7,230	267,188	278,849
Inventories, net	492,005	492,735
Prepaid expenses	104,344	96,089
Other current assets	53,861	28,130
Total current assets	1,191,482	1,159,544
Property, plant and equipment, net	446,202	444,335
Right of use asset - operating leases	137,085	140,568
Intangible assets, net	1,075,542	1,134,663
Goodwill	611,145	615,157
Deferred tax assets, net	70,443	69,854
Other assets	31,591	37,880
Total assets	$ 3,563,490	$ 3,602,001
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of borrowings under senior credit facility	$ 43,594	$ 38,750
Current portion of borrowings under securitization facility	—	87,800
Current portion of lease liability - operating leases	13,920	14,019
Accounts payable, trade	82,637	95,726
Contract liabilities	11,699	11,463
Income tax payable	3,236	3,651
Accrued compensation	68,177	74,079
Accrued expenses and other current liabilities	107,618	130,493
Total current liabilities	330,881	455,981
Long-term borrowings under senior credit facility	1,736,105	1,729,556
Long-term borrowings under securitization facility	92,600	—
Lease liability - operating leases	162,660	163,059
Deferred tax liabilities	3,470	5,664
Other liabilities	194,397	204,278
Total liabilities	2,520,113	2,558,538
Stockholders' equity:		
Preferred stock; no par value; 15,000 authorized shares; none outstanding	—	—
Common stock; $0.01 par value; 240,000 authorized shares; 92,130 and 92,286 issued at June 30, 2026 and December 31, 2025, respectively	921	923
Additional paid-in capital	1,346,265	1,338,386
Treasury stock, at cost; 14,351 shares and 14,399 shares at June 30, 2026 and December 31, 2025, respectively	(686,918)	(689,210)
Accumulated other comprehensive loss	(40,197)	(30,077)
Retained earnings	423,306	423,441
Total stockholders' equity	1,043,377	1,043,463
Total liabilities and stockholders' equity	$ 3,563,490	$ 3,602,001

The accompanying unaudited notes are an integral part of these condensed consolidated financial statements.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(Dollars in thousands)

	Six Months Ended June 30,	
	2026	**2025**
OPERATING ACTIVITIES:		
Net loss	$ (134)	$ (509,366)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	76,565	74,880
Non-cash impairment charges	—	511,365
Deferred income tax provision (benefit)	(3,007)	(46,663)
Share-based compensation	11,009	7,165
Amortization of debt issuance costs and expenses associated with debt refinancing	2,015	3,275
Non-cash lease adjustment	2,948	(599)
Loss on disposal of property and equipment	733	494
Change in fair value of contingent consideration and others	(774)	(203)
Changes in assets and liabilities:		
Accounts receivable	10,604	(6,540)
Inventories	(3,855)	(20,074)
Prepaid expenses and other current assets	(29,317)	(21,216)
Other non-current assets	389	2,334
Accounts payable, accrued expenses and other current liabilities	(34,384)	(2,078)
Contract liabilities	(1,392)	2,344
Other non-current liabilities	1,205	2,544
Net cash provided by (used in) operating activities	32,605	(2,338)
INVESTING ACTIVITIES:		
Purchases of property and equipment	(27,155)	(49,066)
Purchases of short-term investments	(30,976)	(8,502)
Net cash used in investing activities	(58,131)	(57,568)
FINANCING ACTIVITIES:		
Proceeds from borrowings of long-term indebtedness	75,900	67,300
Payments on debt	(60,475)	(31,131)
Payment of debt issuance costs	(275)	(3,855)
Purchases of treasury stock	—	(221)
Payments for contingent considerations	(6,842)	(16,451)
Proceeds from exercised stock options and employee stock purchase plan	760	957
Cash taxes paid in net equity settlement	(1,589)	(2,361)
Net cash provided by financing activities	7,479	14,238
Effect of exchange rate changes on cash and cash equivalents	(2,586)	17,207
Net decrease in cash and cash equivalents	(20,633)	(28,461)
Cash and cash equivalents at beginning of period	235,048	246,375
Cash and cash equivalents at end of period	$ 214,415	$ 217,914

The accompanying unaudited notes are an integral part of these condensed consolidated financial statements.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(UNAUDITED)
(Dollars in thousands)

	Six Months Ended June 30, 2026							
	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
	Shares	Amount	Shares	Amount				
Balance, January 1, 2026	**92,286**	**$ 923**	**(14,399)**	**$ (689,210)**	**$ 1,338,386**	**$ (30,077)**	**$ 423,441**	**$ 1,043,463**
Net loss	—	—	—	—	—	—	(4,617)	(4,617)
Other comprehensive income (loss), net of tax	—	—	—	—	—	(863)	—	(863)
Issuance of common stock through employee stock purchase plan	64	1	—	—	760	—	—	761
Issuance of common stock for vesting of share based awards, net of shares withheld for taxes and forfeitures	(176)	(2)	43	2,088	(3,461)	—	—	(1,375)
Share-based compensation		—	—	—	5,037	—	—	5,037
Balance, March 31, 2026	**92,174**	**$ 922**	**(14,356)**	**$ (687,122)**	**$ 1,340,722**	**$ (30,940)**	**$ 418,824**	**$ 1,042,406**
Net Income	—	—	—	—	—	—	4,482	4,482
Other comprehensive loss, net of tax	—	—	—	—	—	(9,257)	—	(9,257)
Issuance of common stock for vesting of share based awards, net of shares withheld for taxes and forfeitures	(44)	(1)	5	204	(417)	—	—	(214)
Share-based compensation	—	—	—	—	5,960	—	—	5,960
Balance, June 30, 2026	**92,130**	**$ 921**	**(14,351)**	**$ (686,918)**	**$ 1,346,265**	**$ (40,197)**	**$ 423,306**	**$ 1,043,377**

	Six Months Ended June 30, 2025							
	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
	Shares	Amount	Shares	Amount				
Balance, January 1, 2025	**91,609**	**$ 916**	**(14,445)**	**$ (691,411)**	**$ 1,323,431**	**$ (27,571)**	**$ 939,915**	**$ 1,545,280**
Net loss	—	—	—	—	—	—	(25,293)	(25,293)
Other comprehensive income, net of tax	—	—	—	—	—	3,465	—	3,465
Issuance of common stock through employee stock purchase plan	44	—	—	—	957	—	—	957
Issuance of common stock for vesting of share based awards, net of shares withheld for taxes and forfeitures	483	5	21	1,032	(3,167)	—	—	(2,130)
Share-based compensation	—	—	—	—	1,860	—	—	1,860
Balance, March 31, 2025	**92,136**	**$ 921**	**(14,424)**	**$ (690,379)**	**$ 1,323,081**	**$ (24,106)**	**$ 914,622**	**$ 1,524,139**
Net loss	—	—	—	—	—	—	(484,073)	(484,073)
Other comprehensive loss, net of tax	—	—	—	—	—	(6,801)	—	(6,801)
Issuance of common stock for vesting of share based awards, net of shares withheld for taxes and forfeitures	201	2	8	345	(571)	—	—	(224)
Share-based compensation	—	—	—	—	5,341	—	—	5,341
Other adjustments	—	—	—	—	279	—	—	279
Balance, June 30, 2025	**92,337**	**923**	**(14,416)**	**(690,034)**	**1,328,130**	**(30,907)**	**430,549**	**1,038,661**

The accompanying unaudited notes are an integral part of these condensed consolidated financial statements.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1. Basis of Presentation

General

The terms “we,” “our,” “us,” “Company” and “Integra” refer to Integra LifeSciences Holdings Corporation, a Delaware corporation, and its subsidiaries unless the context suggests otherwise.

In the opinion of management, the June 30, 2026 unaudited condensed consolidated financial statements contain all adjustments (consisting only of normal recurring adjustments) necessary for a fair statement of the financial position, statement of changes in shareholders’ equity, results of operations and cash flows of the Company for the periods presented. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) have been condensed or omitted in accordance with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. These unaudited condensed consolidated financial statements should be read in conjunction with the Company’s consolidated financial statements for the year ended December 31, 2025 included in the Company’s Annual Report on Form 10-K. The consolidated balance sheet as of December 31, 2025 was derived from audited financial statements but does not include all disclosures required by GAAP. Operating results for the three and six-month period ended June 30, 2026 are not necessarily indicative of the results to be expected for the entire year.

The preparation of consolidated financial statements is in conformity with GAAP, which requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent liabilities, and the reported amounts of revenues and expenses. Significant estimates affecting amounts reported or disclosed in the unaudited condensed consolidated financial statements include allowances for doubtful accounts receivable and sales returns and allowances, net realizable value of inventories, valuation of intangible assets including amortization periods for acquired intangible assets, discount rates and estimated projected cash flows used to value and test impairments of long-lived assets and goodwill, estimates of projected cash flows and depreciation and amortization periods for long-lived assets, computation of taxes, valuation allowances recorded against deferred tax assets, the valuation of stock-based compensation, valuation of derivative instruments, valuation of contingent liabilities, the fair value of debt instruments and loss contingencies. These estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the current circumstances. Actual results could differ from these estimates.

Recent Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses* (“ASU 2024-03”), and in January 2025, the FASB issued ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date* (“ASU 2025-01”). ASU 2024-03 requires additional disclosure of the nature of expenses included in the income statement. The standard requires disclosures about specific types of expenses included in the expense captions presented in the income statement. This ASU is effective for fiscal years beginning after December 15, 2026, and interim periods beginning after December 15, 2027, with early adoption permitted. The requirements should be applied on a prospective basis while retrospective application is permitted. The Company is currently evaluating the impact that the adoption of this guidance will have on its disclosures.

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software* (“ASU 2025-06”), which removes all references to software development project stages and requires entities to start capitalizing software costs when both of the following occur: (i) management has authorized and committed to funding the software project and (ii) it is probable that the project will be completed and the software will be used to perform the function intended. This ASU is effective for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years, with early adoption permitted as of the beginning of a fiscal year. The amendment may be applied prospectively, retrospectively, or via a modified prospective transition method. The Company is currently evaluating the impact that the adoption of this guidance will have on its consolidated financial statements.

In November 2025, the FASB issued ASU 2025-09, *Derivatives and Hedging (Topic 815): Hedge Accounting Improvements* (“ASU 2025-09”), which amends existing guidance to clarify and enhance the hedge accounting guidance in FASB Topic 815 and better align hedge accounting with the economics of an entity’s risk management strategies to enable entities to achieve and maintain hedge accounting for highly effective economic hedges. This ASU is effective for fiscal years beginning after December 15, 2026, and interim periods within those fiscal years, with early adoption permitted. The amendment may be applied prospectively for all hedging relationships. The Company is currently evaluating the impact that the adoption of this guidance will have on its consolidated financial statements.

In December 2025, the FASB issued ASU 2025-10, *Government Grants (Topic 832): Accounting for Government Grants by Business Entities* ("ASU 2025-10"), which establishes authoritative guidance on the recognition, measurement, presentation, and disclosure for government grants received by business entities. This amendment defines a government grant, establishes when and how a grant related to an asset or income is recognized and measured, and includes presentation and disclosure requirements. This ASU is effective for fiscal years beginning after December 15, 2028, and interim periods within those fiscal years, with early adoption permitted. The amendment may be applied using a modified prospective, modified retrospective, or fully retrospective transition method. The Company is currently evaluating the impact that the adoption of this guidance will have on its consolidated financial statements.

There are no other recently issued accounting pronouncements that are expected to have any significant effect on the Company's financial position, results of operations, or cash flows.

Cash and cash equivalents

The Company had cash and cash equivalents, primarily consisting of cash on-hand, as well as time deposits with original maturities of three months or less and money market funds, which are highly liquid and readily convertible to cash, totaling $214.4 million and $235.0 million at June 30, 2026 and December 31, 2025, respectively.

Short-term investments

The Company had short-term investments, primarily consisting of time deposits with original maturities between three months and one year, totaling $59.7 million and $28.7 million at June 30, 2026 and December 31, 2025, respectively. The short-term investments are valued based on Level 1 measurements in the fair value hierarchy.

IEEPA tariff refund receivable

In February 2026, the U.S. Supreme Court ruled to invalidate the U.S. administration's tariff program implemented during 2025 under the International Emergency Economic Powers Act ("IEEPA"), concluding that IEEPA did not authorize the broad import duties previously imposed. Subsequent to the U.S. Supreme Court ruling, the U.S. Court of International Trade issued an order directing U.S. Customs and Border Protection ("CBP") to establish an administrative process to issue refunds of any IEEPA tariffs imposed without appropriate authority. On April 20, 2026, the CBP launched an online portal referred to as the Consolidated Administration and Processing of Entries ("CAPE") that can be used to submit IEEPA tariff refund requests. All requests will be reviewed by the CBP to determine validity prior to the issuance of refunds.

Any tariffs paid have been capitalized in inventory and have been recognized in cost of goods sold as those products subject to tariffs have been sold. In the first quarter of 2026, the Company applied the guidance within FASB Topic 405-20, *Liabilities - Extinguishments of Liabilities* ("ASC 405-20"). As a result, the Company recognized a receivable of $19.0 million, recorded in other current assets, for tariffs previously paid on imported goods that are subject to refund. Of this amount, $3.4 million had been previously expensed in 2025 to cost of goods sold and $15.6 million would have been expensed in the current year. These adjustments relate to the legal right to receive a refund of IEEPA tariffs previously imposed on the Company without appropriate authority. During the six months ended June 30, 2026, the Company received cash refunds of $0.5 million, which reduced the receivable balance.

Employee termination benefits

In the first quarter of 2026, the Company adopted a written severance plan that covers most U.S. employees. In situations outside the U.S., the Company has severance policies that meet or exceed the minimum statutory termination benefits requirements by country that must be paid to the affected employees. The Company records employee severance costs associated with restructuring activities in accordance with the authoritative guidance for non-retirement post-employment benefits. Charges associated with these restructuring activities are recorded when the payment of benefits is probable and can be reasonably estimated. In situations where the Company pays out termination benefits in excess of the Company's severance policies based on management's discretion, the Company records these termination costs once communication is made to the affected employees.

The timing of the recognition of charges for employee severance costs other than minimum statutory benefits depends on whether the affected employees are required to render service beyond their legal notification period in order to receive the benefits. If affected employees are required to render service beyond their legal notification period, charges are recognized over the future service period. Otherwise, charges are recognized when management has approved a specific plan and employee communication requirements have been met.

The Company incurred employee termination costs on restructuring activities in the consolidated statement of operations for the six months ended June 30, 2026 and 2025. The following table summarizes the activity in the restructuring related accrual balances included within accrued expenses and other current liabilities in the consolidated balance sheet for the six months ended June 30, 2026 and 2025.

(Dollars in thousands)	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Balance, beginning of the year	$ 10,774	$ 5,151
Charges:		
Cost of Goods Sold	537	113
Research and development	662	417
Selling, general and administrative	5,488	6,780
Payments and other adjustments	(11,134)	(4,159)
Balance, end of the period	$ 6,327	$ 8,302

Segment information

In the first quarter of 2026, the Company updated the allocation of certain cost and expense information from the Corporate and Other category to the Company's two reportable segments to align with how the Company's Chief Operating Decision Maker ("CODM") reviews and manages the business. As a result of this update, the Company retrospectively recast prior period results, by segment, to conform to the current period presentation. This update had no impact on the Company's consolidated results of operations. See *Note 14. Segment and Geographic Information*, for details of the reallocation of certain cost of goods sold and operating expense information to the Company's reportable segments.

In addition, during the first quarter of 2026, the Company renamed its Codman Specialty Surgical reportable segment to Specialty Surgery and its Tissue Technologies reportable segment to Tissue Reconstruction to better align with the reportable segments' business activities, structures, and strategies. The reportable segment name change did not result in any change to the composition of the reportable segments and has no impact on previously reported financial information.

Note 2. Revenue From Contracts with Customers

Summary of Accounting Policies on Revenue Recognition

Revenue is recognized upon the transfer of control of promised products or services to the customers in an amount that reflects the consideration the Company expects to receive in exchange for those products and services.

Performance Obligations

The Company's performance obligations consist mainly of transferring control of goods and services identified in the contracts, purchase orders, or invoices. The Company has no significant multi-element contracts with customers.

Significant Estimates

Usage-based royalties and licenses are estimated based on the provisions of contracts with customers and recognized in the same period that the royalty-based products are sold by the Company's strategic partners. The Company estimates and recognizes royalty revenue based upon communication with licensees, historical information, and expected sales trends. Differences between actual reported licensee sales and those that were estimated are adjusted in the period in which they become known, which is typically the following quarter. Historically, such adjustments have not been significant.

The Company estimates returns, price concessions, and discount allowances using the expected value method based on historical trends and other known factors. Rebate allowances are estimated using the most likely method based on each customer contract.

The Company's return policy, as set forth in its product catalogs and sales invoices, requires review and authorization in advance prior to the return of product. Upon the authorization, a credit will be issued for the goods returned within a set amount of days from the shipment, which is generally 90 days.

The Company disregards the effects of a financing component if the Company expects, at contract inception, that the period between the transfer and customer payment for the goods or services will be one year or less. The Company has no significant revenues recognized on payments expected to be received more than one year after the transfer of control of products or services to customers.

Contract Assets and Liabilities

Revenues recognized from the Company's private label business that are not invoiced to the customers as a result of recognizing revenue over time are recorded as a contract asset included in the prepaid expenses and other current assets account in the consolidated balance sheet. Upon invoicing to the customer, the balance is recorded in trade receivable, net in the consolidated balance sheet.

Other operating revenues may include fees received under service agreements. Non-refundable fees received under multiple-period service agreements are recognized as revenue as the Company satisfies the performance obligations to the other party. A portion of the transaction price allocated to the performance obligations to be satisfied in the future periods is recognized as contract liability.

The following table summarizes the changes in the contract asset and liability balances for the six months ended June 30, 2026:

Dollars in thousands		Total
Contract Asset		
Contract asset, January 1, 2026	$	6,844
Transferred to trade receivables from contract asset included in beginning of the year contract asset	$	(6,844)
Contract asset, net of transferred to trade receivables on contracts during the period	$	4,574
Contract asset, June 30, 2026	$	4,574
Contract Liability		
Contract liability, January 1, 2026	$	23,010
Recognition of revenue included in beginning of year contract liability	$	(7,310)
Contract liability, net of revenue recognized on contracts during the period	$	5,978
Foreign currency translation	$	7
Contract liability, June 30, 2026	$	21,685

As of June 30, 2026, the short-term portion of the contract liability of $11.7 million, representing 54% of unsatisfied or partially unsatisfied performance obligations, is expected to be recognized as revenue within 12 months and is included in current liabilities in the consolidated balance sheet. The long-term portion of $10.0 million, representing the remaining balance to be recognized thereafter, is included in other liabilities in the consolidated balance sheet.

Shipping and Handling Fees

The Company elected to account for shipping and handling activities as a fulfillment cost rather than a separate performance obligation. Amounts billed to customers for shipping and handling are included as part of the transaction price and recognized as revenue when control of underlying products is transferred to the customer. The related shipping and freight charges incurred by the Company are included in the cost of goods sold.

Product Warranties

Certain of the Company's medical devices, including monitoring systems and neurosurgical systems, are designed to operate over long periods of time. These products are sold with warranties which may extend for up to two years from the date of purchase. The warranties are not considered a separate performance obligation. The Company estimates its product warranties using the expected value method based on historical trends and other known factors. The Company includes them in accrued expenses and other current liabilities in the consolidated balance sheet.

Taxes Collected from Customers

The Company elected to exclude from the measurement of the transaction price all taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction and collected by the entity from a customer.

Disaggregated Revenue

The following table presents revenues disaggregated by the major sources of revenues for the three and six months ended June 30, 2026 and 2025 (dollar amounts in thousands):

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Neurosurgery	$ 213,264	$ 208,992	$ 411,458	$ 399,904
Surgical Instruments	54,806	53,080	102,039	104,030
ENT Solutions	41,199	41,886	78,907	80,688
Total Specialty Surgery	309,269	303,958	592,404	584,622
Wound Reconstruction Solutions	81,305	84,747	160,952	159,526
Private Label	28,187	26,900	57,323	54,110
Total Tissue Reconstruction	109,492	111,647	218,275	213,636
Total Revenue	$ 418,761	$ 415,605	$ 810,679	$ 798,258

See *Note 14. Segment and Geographic Information* for details of revenues based on the location of the customer.

Note 3. Inventories

Inventories, net consisted of the following:

Dollars in thousands	June 30, 2026	December 31, 2025
Finished goods	$ 265,496	$ 262,614
Work in process	101,538	99,348
Raw materials	124,971	130,773
Total inventories, net	$ 492,005	$ 492,735

Note 4. Goodwill and Other Intangible Assets

Goodwill

Changes in the carrying amount of goodwill for the six-month period ended June 30, 2026 were as follows:

Dollars in thousands	Specialty Surgery	Tissue Reconstruction	Total
Goodwill at December 31, 2025	$ 344,167	$ 270,990	$ 615,157
Foreign currency translation	(2,245)	(1,767)	(4,012)
Goodwill at June 30, 2026	$ 341,922	$ 269,223	$ 611,145

In accordance with FASB Topic 350, *Intangibles—Goodwill and Other* (“ASC 350”), goodwill is not subject to amortization but is tested for impairment at the reporting unit level annually in the third quarter. Additionally, the Company may perform interim tests of goodwill for impairment if an event occurs or circumstances change that could potentially reduce the fair value of a reporting unit below its carrying amount. The carrying value of each reporting unit is determined by assigning the assets and liabilities, including the existing goodwill and intangible assets, to those reporting units. An impairment loss is recognized when the reporting unit’s carrying amount exceeds its estimated fair value.

The Company tests for impairment by either performing a qualitative evaluation or a quantitative test. The qualitative evaluation is an assessment of factors, including reporting unit specific operating results as well as industry, market and general economic conditions, to determine whether it is more likely than not that the fair values of a reporting unit is less than its carrying amount, including goodwill. The Company may elect to bypass this qualitative evaluation for some or all of its reporting units and perform a quantitative test. The quantitative test uses a combination of both an income approach and a market approach to determine the fair value of the reporting unit. The income approach utilizes the estimated discounted cash flows for the reporting unit, while the market approach utilizes comparable publicly-traded companies’ revenue and earnings before interest, taxes, depreciation, and amortization ("EBITDA") multiples. Estimates and assumptions used in the income approach to calculate projected future discounted cash flows included revenue growth rates, cost of sales, terminal growth rates, and a discount rate for each reporting unit. Discount rates are determined using a weighted average cost of capital for risk factors specific to each reporting unit and other market and industry data. The assumptions used are inherently subject to uncertainty and slight changes in these assumptions could have a significant impact on the concluded value. The estimates and assumptions applied represent a Level 3 measurement in the fair value hierarchy. Level 3 inputs are supported by limited or no market activity and reflect the Company's assumptions in measuring fair value.

During the second quarter of 2025, the Company performed a quantitative assessment of its Tissue Reconstruction, Neurosurgery, and Instruments and ENT reporting units in accordance with ASC 350 due to the decrease in the price per share of the Company's common stock related to a number of factors including recent tariff changes that have created broad economic uncertainty and the impact of quality, operational, and supply issues. The Company recognized an aggregate charge of $511.4 million in goodwill impairment expense in the consolidated statement of operations in the second quarter of 2025. The quantitative test for the Tissue Reconstruction reporting unit utilized a terminal growth rate of 2.5% and a discount rate of 13.5% in the income approach. The Company determined, after performing the quantitative analysis, that the fair value of the Tissue Reconstruction reporting unit was less than its carrying amount and recognized an impairment of $123.3 million. The quantitative test for the Neurosurgery reporting unit utilized a terminal growth rate of 2.5% and a discount rate of 13.5% in the income approach. The Company determined, after performing the quantitative analysis, that the fair value of the Neurosurgery reporting unit was less than its carrying amount and recognized an impairment of $249.0 million. The quantitative test for the Instruments and ENT reporting unit utilized a terminal growth rate of 2.5% and a discount rate of 12.0% in the income approach. The Company determined, after performing the quantitative analysis, that the fair value of the Instruments and ENT reporting unit was less than its carrying amount and recognized an impairment of $139.1 million.

In the third quarter of 2025, the Company performed its annual test of its reporting units for impairment and completed a qualitative evaluation of its Tissue Reconstruction and Neurosurgery reporting units. The Instruments and ENT reporting unit had been deemed fully-impaired during the second quarter of 2025 and was excluded from this evaluation. After performing the qualitative analysis, the Company concluded that it was more likely than not that the fair values of the Tissue Reconstruction and Neurosurgery reporting units were greater than their carrying amounts. Therefore, it was not necessary to perform a quantitative impairment test.

Other Intangible Assets

The components of the Company's identifiable intangible assets were as follows:

	June 30, 2026			
Dollars in thousands	Weighted Average Life	Cost	Accumulated Amortization	Net
Completed technology	17 years	$ 1,480,641	$ (675,832)	$ 804,809
Customer relationships	12 years	168,759	(147,184)	21,575
Trademarks/brand names	27 years	102,732	(49,668)	53,064
Codman tradename	Indefinite	178,143	—	178,143
Supplier relationships	30 years	30,211	(20,593)	9,618
All other	6 years	23,286	(14,953)	8,333
		$ 1,983,772	$ (908,230)	$ 1,075,542

	December 31, 2025			
Dollars in thousands	Weighted Average Life	Cost	Accumulated Amortization	Net
Completed technology	17 years	$ 1,486,304	$ (632,204)	$ 854,100
Customer relationships	12 years	169,369	(145,187)	24,182
Trademarks/brand names	27 years	103,454	(47,799)	55,655
Codman tradename	Indefinite	179,959	—	179,959
Supplier relationships	30 years	30,211	(20,104)	10,107
All other	6 years	23,434	(12,774)	10,660
		$ 1,992,731	$ (858,068)	$ 1,134,663

Intangible Assets with Indefinite Lives

The Company does not amortize intangible assets with indefinite lives but tests its intangible assets with indefinite lives for impairment annually in the third quarter in accordance with ASC 350. Additionally, the Company performs interim tests of its intangible assets with indefinite lives for impairment if an event occurs or circumstances change that could potentially reduce the fair value of an indefinite lived intangible asset below its carrying amount. The Company tests for impairment by either performing a qualitative evaluation or a quantitative test. The qualitative evaluation is an assessment of factors, including specific operating results as well as industry, market and general economic conditions, to determine whether it is more likely than not that the fair values of the intangible asset is less than its carrying amount. The Company may elect to bypass this qualitative evaluation and perform a quantitative test.

During the second quarter of 2025 the Company performed a quantitative assessment of its Codman tradename intangible asset in accordance with ASC 350 due to the decrease in the price per share of the Company's common stock related to a number of factors including recent tariff changes that have created broad economic uncertainty and the impact of quality, operational, and supply issues. In performing this test, the Company utilized a discount rate of 14.5%. The assumptions used in evaluating the Codman tradename for impairment are subject to change and are tracked against historical results by management. Based on the results of the quantitative test, the Company recorded no impairment to the Codman tradename intangible asset.

In the third quarter of 2025, the Company performed its annual test of its intangible assets with indefinite lives for impairment and completed a qualitative evaluation of its Codman tradename intangible asset. After performing the qualitative analysis, the Company concluded that it was more likely than not that the fair value of the Codman tradename intangible asset was greater than its carrying amount. Therefore, it was not necessary to perform a quantitative impairment test.

Intangible Assets with Definite Lives

Developed technologies and other definite-lived intangible assets are amortized over their estimated useful lives either using the straight-line method or, if reliably determinable, based on the pattern of which the economic benefit of the asset is expected to be utilized. Definite-lived intangible assets are periodically evaluated for impairment in accordance with FASB Topic 360, *Property, Plant and Equipment* ("ASC 360") whenever events or changes in circumstances indicate that a definite-lived intangible asset's carrying value may not be recoverable.

Total amortization of intangible assets for the three and six months ended June 30, 2026 was $27.0 million and $54.0 million, respectively. Of this amount, $23.2 million and $46.4 million, respectively, was related to amortization of technology based intangibles and included in cost of goods sold.

Total amortization of intangible assets for the three and six months ended June 30, 2025 was $26.8 million and $53.3 million, respectively. Of this amount, $23.0 million and $45.8 million, respectively, was related to amortization of technology based intangibles and included in cost of goods sold.

Based on quarter-end exchange rates, amortization expense (including amounts reported in cost of goods sold) is expected to be approximately $53.7 million for the remainder of 2026, $106.5 million in 2027, $102.9 million in 2028, $97.6 million in 2029, $91.5 million in 2030, $88.5 million in 2031 and $358.6 million thereafter.

Note 5. Debt

Amendment to the Seventh Amended and Restated Credit Agreement

On March 24, 2023, the Company entered into the March 2023 Amendment of the Senior Credit Facility with a syndicate of lending banks with Bank of America, N.A., as Administrative Agent. The March 2023 Amendment of the Senior Credit Facility extended the maturity date to March 24, 2028, amended the contractual repayments of the term loan component, and amended the interest rate from LIBOR to SOFR-indexed interest. The Senior Credit Facility is collateralized by substantially all of the assets of the Company's U.S. subsidiaries, excluding intangible assets. The Senior Credit Facility is subject to various financial and negative covenants and, at June 30, 2026, the Company was in compliance with all such covenants.

On June 6, 2025, in response to the risks and uncertainties surrounding the Company's future results of operations due to tariffs, the Company entered into the June 2025 Amendment of the Senior Credit Facility (the "June 2025 Amendment") with a syndicate of lending banks with Bank of America, N.A., as Administrative Agent. The June 2025 Amendment did not increase the Company's total indebtedness or extend the maturity date of the Senior Credit Facility.

Under the terms of the June 2025 Amendment, the Company's Consolidated Total Leverage Ratio (defined, as of any date of determination, as the ratio of (a) Consolidated Funded Indebtedness as of such date (as defined in the Senior Credit Facility) less cash that is not subject to any restriction on the use or investment thereof to (b) Consolidated EBITDA (as defined in the Senior Credit Facility)) for the period of four consecutive fiscal quarters ending on such date was modified to the following:

Fiscal Quarter Ending	Maximum Consolidated Total Leverage Ratio
June 30, 2025 through June 30, 2026	5.00 to 1.00
September 30, 2026	4.75 to 1.00
December 31, 2026	4.50 to 1.00
March 31, 2027 and the last day of each fiscal quarter thereafter	4.00 to 1.00

In addition to the foregoing, from the date of the June 2025 Amendment through the fiscal quarter ending December 31, 2026 (the "Covenant Relief Period"), the Amendment, among other things, also: (i) temporarily establishes, during the Covenant Relief Period, a revised applicable rate schedule; (ii) temporarily limits, during the Covenant Relief Period, the Company's ability to make certain investments; (iii) temporarily restricts, during the Covenant Relief Period, the Company's ability to incur incremental indebtedness under the Senior Credit Facility, create certain liens, make certain restricted payments and incur or guarantee indebtedness of excluded subsidiaries; and (iv) temporarily prohibits, during the Covenant Relief Period, the Company from selling, transferring or exclusively licensing material intellectual property to a subsidiary of the Company that is not a loan party under the Senior Credit Facility or designating any subsidiary that owns or exclusively licenses any material intellectual property as an excluded subsidiary under the Senior Credit Facility.

Borrowings under the Senior Credit Facility bear interest under the applicable rate schedule, at the Company's option, at a rate equal to the following:

i. Term SOFR in effect from time to time plus 0.10% plus the applicable rate (ranging from 1.00% to 2.13% during the Covenant Relief Period and from 1.00% to 1.75% thereafter) or

ii. The highest of:

   1. the weighted average overnight Federal funds rate, as published by the Federal Reserve Bank of New York, plus 0.50%;

   2. the prime lending rate of Bank of America, N.A.; or

   3. the one-month Term SOFR plus 1.00%.

The applicable rates are based on the Company's Consolidated Total Leverage Ratio for the period of four consecutive fiscal quarters ending on such date.

The Company will pay an annual commitment fee (ranging from 0.15% to 0.33% during the Covenant Relief Period and from 0.15% to 0.30% thereafter), based on the Company's Consolidated Total Leverage Ratio, on the amount available for borrowing under the revolving credit facility component of the Senior Credit Facility.

In connection with the June 2025 Amendment, the Company incurred $3.9 million in fees to creditors and third parties.

The Company continues to have the aggregate principal amount of up to approximately $2.1 billion available to it through the following facilities: (i) a $775.0 million term loan facility, and (ii) a $1.3 billion revolving credit facility, which includes a $60.0 million sublimit for the issuance of standby letters of credit and a $60.0 million sublimit for swingline loans. The terms of the Senior Credit Facility limit the amount of dividends the Company may pay.

At June 30, 2026 and December 31, 2025, there was $1,075.0 million and $1,045.0 million, respectively, outstanding under the revolving credit facility component of the Senior Credit Facility and $707.2 million and $726.6 million, respectively, outstanding under the term loan component of the Senior Credit Facility. The weighted average interest rate on the outstanding borrowings under the Senior Credit Facility was 5.4% and 5.7%, respectively. As of June 30, 2026 and December 31, 2025, there was $43.6 million and $38.8 million, respectively, of the term loan component of the Senior Credit Facility classified as current on the condensed consolidated balance sheet.

As of June 30, 2026 and December 31, 2025, letters of credit outstanding totaled $3.0 million. There were no amounts drawn under the letters of credit outstanding as of June 30, 2026.

Contractual repayments of the term loan component of the Senior Credit Facility are due as follows:

As of June 30, 2026	Principal Repayment
Dollars in thousands	
Remainder of 2026	$ 19,375
2027	53,281
2028	634,531
	$ 707,187

Future interest payments on the term loan component of the Senior Credit Facility based on current interest rates are expected to approximate $18.9 million for the remainder of 2026, $36.0 million in 2027 and $7.9 million in 2028. Interest is calculated on the term loan component of the Senior Credit Facility based on SOFR plus the certain amounts set forth in the Senior Credit Facility. As the revolving credit facility component of the Senior Credit Facility and Securitization Facility (defined below) can be repaid at any time, no interest has been included in the calculation.

Any outstanding borrowings on the revolving credit facility component of the Senior Credit Facility are due on March 24, 2028.

Convertible Senior Notes

The Company's 0.5% Convertible Senior Notes due 2025 (the "2025 Notes") issued in February 2020 pursuant to an indenture, dated as of February 7, 2020, between the Company and Citibank, N.A., as trustee, matured on August 15, 2025. The 2025 Notes were settled upon maturity for $575.0 million in cash, excluding accrued interest, funded by borrowings on the revolving credit facility component of the Senior Credit Facility. No shares were issued to settle the 2025 Notes.

In connection with the issuance of the 2025 Notes, the Company entered into call transactions and warrant transactions, primarily with affiliates of the initial purchasers of the 2025 Notes (the "hedge participants"). The cost of the call transactions was $104.2 million for the 2025 Notes. The Company received $44.5 million of proceeds from the warrant transactions for the 2025 Notes. The call transactions involved purchasing call options from the hedge participants, and the warrant transactions involved selling call options to the hedge participants with a higher strike price than the purchased call options. The initial strike price of the call transactions was $73.67, subject to anti-dilution adjustments substantially similar to those in the 2025 Notes. The initial strike price of the warrant transactions was $113.34 for the 2025 Notes, subject to customary anti-dilution adjustments. The call transactions entered into with the hedge participants expired in August 2025 and the warrant transactions entered into with the hedge participants expired ratably over the period from November 2025 through February 2026.

Securitization Facility

The Company maintains an accounts receivable securitization facility (the "Securitization Facility") under which accounts receivable of certain domestic subsidiaries are sold on a non-recourse basis to a special purpose entity ("SPE"), which is a bankruptcy-remote, consolidated subsidiary of the Company. Accordingly, the assets of the SPE are not available to satisfy the obligations of the Company or any of its subsidiaries. From time to time, the SPE may finance such accounts receivable with a revolving loan facility secured by a pledge of such accounts receivable. The amount of outstanding borrowings on the Securitization Facility at any one time is limited to $150.0 million. The Securitization Facility Agreement ("Securitization Agreement") governing the Securitization Facility contains certain covenants and termination events. An occurrence of an event of default or a termination event under this Securitization Agreement may give rise to the right of its counterparty to terminate this facility. As of June 30, 2026, the Company was in compliance with the covenants and none of the termination events had occurred.

On April 10, 2026, the Company entered into an amendment to the Securitization Facility Agreement with a syndicate of lending banks with PNC Bank, N.A., as Administrative Agent (the "2026 Securitization Facility Amendment"). The 2026 Securitization Facility Amendment extended the maturity date from December 15, 2026 to April 10, 2029 and modified the terms of certain financial covenants and termination events but did not increase the borrowing capacity available to the Company under the Securitization Facility. Under the terms of the 2026 Securitization Facility Amendment, fees on the Company's borrowings drawn under the Securitization Facility were modified and will range between 95 basis points and 125 basis points based upon the Company's Consolidated Total Leverage Ratio. The Company incurred approximately $0.3 million of new issuance costs associated with the 2026 Securitization Facility Amendment which will be amortized over the remaining term of the Securitization Agreement as amended.

At June 30, 2026 and December 31, 2025, the Company had $92.6 million and $87.8 million, respectively, of outstanding borrowings under its Securitization Facility with an interest rate of 5.0% and 4.8%, respectively.

Debt Issuance Costs

Debt issuance costs associated with the Senior Credit Facility (other than the revolving credit facility component) are presented as a reduction to the carrying value of the related debt. Debt issuance costs associated with the revolving credit facility component of the Senior Credit Facility are capitalized within other long-term assets on the consolidated balance sheet.

Estimated Fair Value of Debt Measurements

The carrying amounts and the estimated fair values of debt as of June 30, 2026 and December 31, 2025 are as follows:

		June 30, 2026		December 31, 2025	
	Fair Value Measurement	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Dollars in thousands					
Senior credit facility - term loan	Level 2	$ 707,188	$ 706,015	$ 726,563	$ 725,480
Senior credit facility - revolving component	Level 2	1,075,000	1,073,013	1,045,000	1,043,340
Securitization	Level 2	92,600	90,301	87,800	86,678
Subtotal		$ 1,874,788	$ 1,869,329	$ 1,859,363	$ 1,855,498
Debt issuance costs		(2,489)		(3,257)	
Total debt		$ 1,872,299	$ 1,869,329	$ 1,856,106	$ 1,855,498

Note 6. Derivative Instruments

Interest Rate Hedging

The Company's interest rate risk relates to U.S. dollar denominated variable interest rate borrowings. The Company uses interest rate swap derivative instruments to manage earnings and cash flow exposure resulting from changes in interest rates. These interest rate swaps apply a fixed interest rate on a portion of the Company's expected SOFR-indexed borrowings. Additionally, the Company entered into a basis swap where the Company receives Term SOFR and pays daily compounded SOFR to convert the portfolio of swaps from daily compounded SOFR to Term SOFR.

The Company held the following interest rate swaps as of June 30, 2026 and December 31, 2025 (dollar amounts in thousands):

	June 30, 2026	December 31, 2025				June 30, 2026	December 31, 2025
Hedged Item	Notional Amount		Effective Date	Termination Date	Fixed Interest Rate	Estimated Fair Value	
						Asset (Liability)	
1-month Term SOFR Loan	100,000	100,000	December 30, 2022	December 31, 2027	2.885 %	1,726	950
1-month Term SOFR Loan	100,000	100,000	December 30, 2022	December 31, 2027	2.867 %	1,758	1,006
1-month Term SOFR Loan	575,000	575,000	July 31, 2025	December 31, 2027	1.415 %	22,478	22,094
1-month Term SOFR Loan	125,000	125,000	July 1, 2025	December 31, 2027	1.404 %	4,910	4,825
Basis Swap [1]	—	—	March 24, 2023	December 31, 2027	N/A	(1,232)	(1,629)
	$ 900,000	$ 900,000				$ 29,640	$ 27,246

[1] The notional of the basis swap amortizes to match the total notional of the interest rate swap portfolio over time

The interest rate swaps are carried on the consolidated balance sheet at fair value and changes in the fair values were recorded as unrealized gains or losses in accumulated other comprehensive income ("AOCI"). Related gain/loss amounts recognized in AOCI and earnings are presented in the *Effects of Derivative Instruments* table below. The estimated gain that is expected to be reclassified to interest income from AOCI as of June 30, 2026 within the next twelve months is $20.2 million.

The Company has designated these derivative instruments as cash flow hedges. The Company assesses the effectiveness of these derivative instruments and has recorded the changes in the fair value of the derivative instrument designated as a cash flow hedge as unrealized gains or losses in AOCI, net of tax, until the hedged item affected earnings, at which point any gain or loss was reclassified to earnings. If the hedged cash flow does not occur, or if it becomes probable that it will not occur, the Company will reclassify the remaining amount of any gain or loss on the related cash flow hedge recorded in AOCI to interest expense at that time.

Foreign Currency Hedging

From time to time, the Company enters into foreign currency hedge contracts intended to protect the U.S. dollar value of certain forecasted foreign currency denominated transactions. The Company assesses the effectiveness of the contracts that are designated as hedging instruments. The changes in fair value of foreign currency cash flow hedges are recorded in AOCI, net of tax. Those amounts are subsequently reclassified to earnings from AOCI as impacted by the hedged item when the hedged item affects earnings. If the hedged forecasted transaction does not occur or if it becomes probable that it will not occur, the Company will reclassify the amount of any gain or loss on the related cash flow hedge to earnings at that time. For contracts not designated as hedging instruments, the changes in fair value of the contracts are recognized in other income, net in the consolidated statements of operation, along with the offsetting foreign currency gain or loss on the underlying assets or liabilities.

The success of the Company's hedging anticipated currency exchange gains or losses to the extent that there are differences between forecasted and actual activities during periods of currency volatility. In addition, changes in currency exchange rates related to any unhedged transactions may affect earnings and cash flows.

Cross-Currency Rate Swaps

The objective of these cross-currency swaps is to reduce volatility of earnings and cash flows associated with changes in the foreign currency exchange rate. Under the terms of these contracts, which have been designated as cash flow hedges, the Company will make interest payments in Swiss francs ("CHFs") and receive interest in U.S. dollars. Upon the maturity of these contracts, the Company will pay the principal amount of the loans in CHFs and receive U.S. dollars from the counterparties.

In December 2020, the Company entered into cross-currency swap agreements to convert a notional amount of $471.6 million equivalent to 420.1 million of a CHF-denominated intercompany loan into U.S. dollars. The CHF-denominated intercompany loan was the result of an intra-entity transfer of certain intellectual property rights to a subsidiary in Switzerland completed during the fourth quarter of 2020. The intercompany loan requires quarterly principal payments of CHF 5.8 million plus accrued interest. As a result, the aggregate notional amount of the related cross-currency swaps will decrease by a corresponding amount. In February 2025, the Company amended the CHF-denominated intercompany loan to extend the maturity to December 2030. Concurrently, the Company amended the cross-currency swap agreement, with a notional amount of $368.4 million, equivalent to CHF 328.1 million, to extend the maturity to December 2030.

In November 2025, the Company entered into cross-currency swap agreements to convert an aggregate notional amount of $170.0 million equivalent to 137.6 million of two CHF-denominated intercompany loans into U.S. dollars. The CHF-denominated intercompany loans were the result of an intra-entity transfer of certain intellectual property rights to a subsidiary in Switzerland completed during the fourth quarter of 2025. The intercompany loan of CHF 80.9 million which matures in September 2028 requires quarterly interest payments and annual principal payments of CHF 8.1 million in September 2026 and September 2027; the intercompany loan of CHF 56.6 million which matures in September 2030 requires quarterly interest payments and a principal payment of CHF 8.1 million in September 2029. As the principal outstanding decreases on the intercompany loans, the aggregate notional amount of the related cross-currency swaps will decrease by a corresponding amount.

The Company held the following cross-currency rate swaps as of June 30, 2026 and December 31, 2025 (dollar amounts in thousands):

				June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025
	Effective Date	Termination Date	Fixed Rate	Aggregate Notional Amount		Fair Value Asset (Liability)	
Pay CHF Receive U.S.$	February 20, 2025	December 20, 2030	3.25% 6.14%	293,637 329,633	305,137 342,543	(49,942)	(54,149)
Pay CHF Receive U.S.$	November 10, 2025	September 30, 2030	4.00% 7.11%	56,644 70,000	56,644 70,000	(2,668)	(2,684)
Pay CHF Receive U.S.$	November 10, 2025	September 29, 2028	3.00% 6.23%	80,920 100,000	80,920 100,000	$ (1,904)	$ (2,834)
Total						$ (54,514)	$ (59,667)

The cross-currency swaps designated as cash flow hedges are carried on the consolidated balance sheet at fair value, and changes in the fair values were recorded as unrealized gains or losses in AOCI. Related gain/loss amounts recognized in AOCI and earnings are presented in the *Effects of Derivative Instruments* table below. The estimated gain that is expected to be reclassified to other income (expense), net from AOCI as of June 30, 2026 within the next twelve months is $10.1 million.

For the three and six months ended June 30, 2026, the Company recorded gains of $7.2 million and $13.1 million, respectively, in other income, net related to change in fair value related to the foreign currency rate translation to offset the gains and losses, respectively, recognized on the intercompany loans. For the three and six months ended June 30, 2025, the Company recorded losses of $(40.6) million and $(49.8) million, respectively, in other income, net related to change in fair value related to the foreign currency rate translation to offset the gains and losses, respectively, recognized on the intercompany loans.

For the three and six months ended June 30, 2026, the Company recorded gains of $3.5 million and $7.0 million, respectively, in other income, net included in the consolidated statements of operations related to the interest rate differential of the cross-currency swaps. For the three and six months ended June 30, 2025, the Company recorded gains of $2.3 million and $3.5 million, respectively, in other income, net included in the consolidated statements of operations related to the interest rate differential of the cross-currency swaps.

Net Investment Hedges

The Company manages certain foreign exchange risks through a variety of strategies, including hedging. The Company is exposed to foreign exchange risk from its international operations through foreign currency purchases, net investments in foreign subsidiaries, and foreign currency assets and liabilities created in the normal course of business.

In February 2025, the Company entered into a cross-currency swap agreement with a notional amount of CHF 67.8 million equivalent to $75.0 million, where the Company agreed with third-parties to sell CHF in exchange for U.S. dollars at a specified rate at the maturity of the contract. The new cross-currency swap agreement was designated as a net investment hedge to partially offset the effects of foreign currency on foreign subsidiaries.

In July 2025, the Company entered into a cross-currency swap agreement with a notional amount of CHF 59.7 million, equivalent to $75.0 million, where the Company agreed with third-parties to sell CHF in exchange for U.S. dollars at a specified rate at the maturity of the contract. The new cross-currency swap agreement was designated as a net investment hedge to partially offset the effects of foreign currency on foreign subsidiaries.

The Company held the following cross-currency rate swaps designated as net investment hedges as of June 30, 2026 and December 31, 2025, respectively (dollar amounts in thousands):

					June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025
	Effective Date	**Termination Date**	**Fixed Rate**	**Aggregate Notional Amount**			**Fair Value Asset (Liability)**	
Pay CHF Receive U.S.$	May 26, 2022	December 16, 2028	—% 1.94%	CHF $	192,140 200,000	192,140 200,000	(43,927)	(47,619)
Pay CHF Receive U.S.$	November 17, 2023	December 17, 2029	—% 2.54%	CHF $	66,525 75,000	66,525 75,000	(10,308)	(10,568)
Pay CHF Receive U.S.$	May 6, 2024	December 18, 2030	—% 2.74%	CHF $	68,483 75,000	68,483 75,000	(12,269)	(12,407)
Pay CHF Receive U.S.$	February 21, 2025	December 15, 2031	—% 3.24%	CHF $	67,800 75,000	67,800 75,000	(9,663)	(9,394)
Pay CHF Receive U.S.$	July 25, 2025	December 15, 2032	—% 2.66%	CHF $	59,693 75,000	59,693 75,000	(2,374)	(2,211)
Total							$ (78,541)	$ (82,199)

The net investment hedges are carried on the consolidated balance sheet at fair value and changes in the fair values were recorded as unrealized gains or losses in AOCI. Related gain/loss amounts recognized in AOCI and earnings are presented in the *Effects of Derivative Instruments* table below. The estimated gain that is expected to be reclassified to interest income from AOCI as of June 30, 2026 within the next twelve months is $10.7 million.

Foreign Currency Forward Contracts

The Company has entered into forward contracts designated as cash flow hedges for forecasted purchases in foreign currencies, primarily CHF-denominated intercompany purchases. These contracts typically settle at various dates within twelve months of execution. As of June 30, 2026, the notional amount of foreign currency forward contracts was CHF 19.6 million. The foreign currency forward contracts are carried on the consolidated balance sheet at fair value and changes in the fair values were recorded as unrealized gains or losses in AOCI. The changes in fair value will be recognized into earnings as a component of cost of sales when the forecasted-transaction occurs.

For the three months ended June 30, 2026 and 2025, amounts reclassified to earnings included (i) the effective hedge component amounts of $0.3 million and $(0.4) million, respectively, within cost of goods sold, and (ii) forward-points amortization of $(0.2) million and $(0.2) million, respectively, within other income (expense), net. For the six months ended June 30, 2026 and 2025, amounts reclassified to earnings included (i) the effective hedge component amounts of $0.8 million and an immaterial amount, respectively, within cost of goods sold, and (ii) forward-points amortization of $(0.3) million and $(0.4) million, respectively, within other income (expense), net. Related gain/loss amounts recognized in AOCI and earnings are presented in the *Effects of Derivative Instruments* table below.

Counterparty Credit Risk

The Company manages its concentration of counterparty credit risk on its derivative instruments by limiting acceptable counterparties to a group of major financial institutions with investment grade credit ratings, and by actively monitoring their credit ratings and outstanding positions on an ongoing basis. Therefore, the Company considers the credit risk of the counterparties to be low. Furthermore, none of the Company’s derivative transactions are subject to collateral or other security arrangements, and none contain provisions that depend upon the Company’s credit ratings from any credit rating agency.

Fair Value of Derivative Instruments

The Company has classified all of its derivative instruments within Level 2 of the fair value hierarchy because observable inputs are available for the derivative instruments. The fair values of the interest rate swaps and cross-currency swaps were developed using a market approach based on publicly available market yield curves and the terms of the swap. The Company performs ongoing assessments of counterparty credit risk.

The following table summarizes the fair value for derivatives designated as hedging instruments in the condensed consolidated balance sheets as of June 30, 2026 and December 31, 2025:

	Fair Value as of	
Location on Balance Sheet [1]:	**June 30, 2026**	**December 31, 2025**
Dollars in thousands		
Derivatives designated as hedges — Assets:		
Prepaid expenses and other current assets		
Cash Flow Hedges		
Interest rate swap	$ 21,227	$ 16,126
Cross-currency swap	8,433	8,325
Foreign currency forward contracts	—	29
Net Investment Hedges		
Cross-currency swap	7,534	7,474
Other assets		
Cash Flow Hedges		
Interest rate swap	9,652	12,749
Total derivatives designated as hedges — Assets	$ 46,846	$ 44,703
Derivatives designated as hedges — Liabilities:		
Accrued expenses and other current liabilities		
Cash Flow Hedges		
Interest rate swap	$ 987	$ 1,103
Foreign currency forward contracts	1,014	—
Net Investment Hedges		
Cross-currency swap	7,103	8,798
Other liabilities		
Cash Flow Hedges		
Interest rate swap	252	526
Cross-currency swap	62,947	67,992
Net Investment Hedges		
Cross-currency swap	78,972	80,875
Total derivatives designated as hedges — Liabilities	$ 151,275	$ 159,294

[1] The Company classifies derivative assets and liabilities as current based on the cash flows expected to be incurred within the following 12 months.

Effects of Derivative Instruments

The following presents the effect of derivative instruments designated as cash flow hedges and net investment hedges on the accompanying condensed consolidated statement of operations during the three and six months ended June 30, 2026 and 2025:

Dollars in thousands	Balance in AOCI Beginning of Quarter	Amount of Gain (Loss) Recognized in AOCI	Amount of Gain (Loss) Reclassified from AOCI into Earnings	Balance in AOCI End of Quarter	Location in Statements of Operations
Three Months Ended June 30, 2026					
Cash Flow Hedges					
Interest rate swap	$ 29,128	$ 4,850	$ 4,337	$ 29,641	Interest expense
Cross-currency swap	(7,887)	3,413	10,056	(14,530)	Other income, net
Foreign Currency Forward Contract	(122)	(560)	124	(806)	Cost of sales
Net Investment Hedges					
Cross-currency swap	(89,008)	2,649	3,124	(89,483)	Interest income
	$ (67,889)	$ 10,352	$ 17,641	$ (75,178)	
Three Months Ended June 30, 2025					
Cash Flow Hedges					
Interest rate swap	$ 39,905	$ (3,420)	$ 1,434	$ 35,051	Interest expense
Cross-currency swap	(13,423)	(39,505)	(38,161)	(14,767)	Other income, net
Foreign Currency Forward Contract	$ (211)	$ 1,667	$ (450)	$ 1,906	
Net Investment Hedges					
Cross-currency swap	(37,198)	(55,876)	3,099	(96,173)	Interest income
	$ (10,927)	$ (97,134)	$ (34,078)	$ (73,983)	

Dollars in thousands	Balance in AOCI Beginning of Year	Amount of Gain (Loss) Recognized in AOCI	Amount of Gain (Loss) Reclassified from AOCI into Earnings	Balance in AOCI End of Quarter	Location in Statements of Operations
Six Months Ended June 30, 2026					
Cash Flow Hedges					
Interest rate swap	$ 27,247	$ 11,111	$ 8,717	$ 29,641	Interest expense
Cross-currency swap	(6,583)	10,777	18,724	(14,530)	Other income (expense), net
Foreign currency forward contract	727	(999)	534	(806)	Cost of sales
Net Investment Hedges					
Cross-currency swap	(93,141)	9,862	6,204	(89,483)	Interest income
	$ (71,750)	$ 30,751	$ 34,179	$ (75,178)	
Six Months Ended June 30, 2025					
Cash Flow Hedges					
Interest rate swap	$ 48,794	$ (10,883)	$ 2,860	$ 35,051	Interest expense
Cross-currency swap	(11,621)	(49,537)	(46,391)	(14,767)	Other income (expense), net
Foreign currency forward contract	(624)	$ 2,103	$ (427)	1,906	
Net Investment Hedges					
Cross-currency swap	(31,130)	(59,311)	5,732	(96,173)	Interest income
	$ 5,419	$ (117,628)	$ (38,226)	$ (73,983)	

Derivative Instruments not Designated Hedges

From time to time, the Company enters into foreign currency forward contracts to mitigate risk from the fluctuations in foreign currency exchange rates associated with intercompany balances in Chinese yuan (“CNH”) CHF, and EUR. These contracts typically settle at various dates within twelve months of execution. As of June 30, 2026, the notional amounts totaled CNH 90.0 million, CHF 12.0 million, and EUR 5.0 million equivalent to $13.3 million, $15.1 million, and $5.8 million, respectively.

In 2021, the Company entered into a foreign currency swap, with a notional amount of JPY 800.0 million, equivalent to $7.3 million, to mitigate the risk from fluctuations in foreign currency exchange rates associated with an intercompany loan denominated in Japanese yen. In a foreign currency swap transaction, the Company agrees with another party to exchange, at specified intervals, the difference between one currency and another currency at a fixed exchange rate, generally set at inception, calculated by reference to an agreed upon notional amount. The notional amount of each currency is exchanged at the inception and termination of the currency swap by each party. In connection with the settlement of the related intercompany loan, the Company fully settled and unwound the derivative during the second quarter of 2026.

The fair value of the foreign currency swaps not designated as hedges was $(0.5) million and $1.0 million as of June 30, 2026 and December 31, 2025, respectively.

The following table summarizes the gains and losses on derivative instruments not designated as hedges on the condensed consolidated statements of income, which was included in other income:

Dollars in thousands	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Foreign currency forward contracts	399	(1,869)	177	(1,695)
Foreign currency swaps	(21)	$ (151)	(75)	$ 18
Total	$ 378	$ (2,020)	$ 102	$ (1,677)

Note 7. Stock Based Compensation

As of June 30, 2026, the Company had stock options, restricted stock awards, performance stock units and restricted stock units outstanding under the Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan, as amended (the “2003 Plan”).

Stock options issued under the 2003 Plan become exercisable over specified periods, generally within four years from the date of grant for officers and employees, within one year from date of grant for directors which generally expire eight years from the grant date for employees, and from six to ten years for directors and certain executive officers, except in certain instances that result in accelerated vesting due to death, disability, retirement age or change-in-control provisions within their grant agreements. The Company values stock option grants using the binomial distribution model. Restricted stock issued under the 2003 Plan vests over specified periods, generally three years after the date of grant. The vesting of performance stock issued under the 2003 Plan is subject to service and performance conditions.

Stock Options

As of June 30, 2026, there were approximately $8.2 million of total unrecognized compensation costs related to unvested stock options. These costs are expected to be recognized over a weighted-average period of approximately three years. There were 765,840 stock options granted during the six months ended June 30, 2026. For the six months ended June 30, 2026, the weighted average grant date fair value for stock options granted was $8.28 per option.

Restricted Stock and Performance Stock

Performance stock units, restricted stock units and restricted stock awards generally have requisite service periods of three years, except in certain instances that result in accelerated vesting due to death, disability, retirement age provision or change-in-control provisions in their grant agreements. Performance stock units are subject to graded vesting conditions based on specific revenue and profitability targets. The Company expenses the fair value of restricted stock awards and restricted stock units on a straight-line basis over the requisite service period. As of June 30, 2026, there was approximately $44.4 million of total unrecognized compensation costs related to these unvested awards. The Company expects to recognize these costs over a weighted-average period of approximately two years. The Company granted 2,909,403 restricted stock units and 1,149,357 performance stock units during the six months ended June 30, 2026. For the six months ended June 30, 2026, the weighted average grant date fair value for restricted stock units and performance stock units granted was $10.74 and $9.61 per award, respectively.

The Company also maintains an Employee Stock Purchase Plan (the “ESPP”), which provides eligible employees with the opportunity to acquire shares of common stock at periodic intervals by means of accumulated payroll deductions. The ESPP is a non-compensatory plan based on its terms.

Note 8. Retirement Plans

The Company has various defined benefit plans which cover certain employees in France, Japan, Germany and Switzerland.

Net periodic benefit costs for the Company’s defined benefit pension plans for the three and six months ended June 30, 2026 were $0.4 million and $0.9 million. The components of the net periodic benefit costs other than the service cost component of $1.0 million and $2.0 million for the three and six months ended June 30, 2026 are included in other income, net in the consolidated statements of operations.

Net periodic benefit costs for the Company’s defined benefit pension plans for the three and six months ended June 30, 2025 were $0.4 million and $0.7 million. The components of the net periodic benefit costs other than the service cost component of $0.8 million and $1.6 million for the three and six months ended June 30, 2025 are included in other income, net in the consolidated statements of operations.

The estimated fair values of plan assets were $69.7 million and $71.7 million as of June 30, 2026 and December 31, 2025, respectively. The net plan assets of the pension plans are invested in common trusts as of June 30, 2026 and December 31, 2025. Common trusts are classified as Level 2 in the fair value hierarchy. The fair value of common trusts is valued at the net asset value based on the fair values of the underlying investments of the trusts as determined by the sponsor of the trusts. The investment strategy of the Company’s defined benefit plans is both to meet the liabilities of the plans as they fall due and to maximize the return on invested assets within an appropriate risk profile.

Deferred Compensation Plan

The Company maintains a deferred compensation plan in which certain employees of the Company may defer the payment and taxation of up to 75% of their base salary and up to 100% of bonus amounts and other eligible cash compensation.

This deferred compensation is invested in funds offered under this plan and is valued based on Level 1 measurements in the fair value hierarchy. Assets of the Company’s deferred compensation plan are included in other current assets and recorded at fair value based on their quoted market prices. The fair value of these assets were $8.1 million and $7.9 million as of June 30, 2026 and December 31, 2025, respectively. Offsetting liabilities relating to the deferred compensation plan are included in other liabilities.

Note 9. Leases and Related Party Leases

The Company leases administrative, manufacturing, research and distribution facilities, equipment and vehicles through operating lease agreements. The Company has no finance leases as of June 30, 2026. Many of the Company’s facility leases include both lease (e.g., fixed payments including rent) and non-lease components (e.g., common-area or other maintenance costs). For vehicles, the Company has elected the practical expedient to group lease and non-lease components.

Most facility leases include one or more options to renew. The exercise of lease renewal options is typically at the Company’s sole discretion, therefore, the majority of renewals to extend the lease terms are not included in the Right of Use (“ROU”) assets and lease liabilities as they are not reasonably certain of exercise. The Company regularly evaluates renewal options and when they are reasonably certain of exercise, the renewal period is included in the lease term.

As most of the Company’s leases do not provide an implicit rate, the Company uses a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of the lease payments.

Total operating lease expense for the six months ended June 30, 2026 and June 30, 2025 was $13.0 million and $11.9 million, respectively, which includes $0.1 million in related party operating lease expense.

Supplemental balance sheet information related to operating leases were as follows:

Dollars in thousands, except lease term and discount rate	June 30, 2026	December 31, 2025
ROU assets	$ 137,085	$ 140,568
Current lease liabilities	13,920	14,019
Non-current lease liabilities	162,660	163,059
Total lease liabilities	$ 176,580	$ 177,078
Weighted average remaining lease term (in years):		
Leased facilities	15.4 years	15.7 years
Leased vehicles	2.7 years	2.7 years
Leased equipment	2.9 years	2.9 years
Weighted average discount rate:		
Leased facilities	5.4 %	5.4 %
Leased vehicles	3.0 %	3.2 %
Leased equipment	6.2 %	6.9 %

Supplemental cash flow information related to leases for the six months ended June 30, 2026 and 2025 were as follows:

Dollars in thousands	June 30, 2026	June 30, 2025
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 7,940	$ 11,910
ROU assets obtained in exchange for lease liabilities, net of modifications:		
Operating leases	$ 3,475	$ 1,635

Future minimum lease payments under operating leases at June 30, 2026 were as follows:

Dollars in thousands	Related Parties	Third Parties	Total
Remainder of 2026	$ 148	$ 11,086	$ 11,234
2027	296	22,148	22,444
2028	296	20,228	20,524
2029	246	19,680	19,926
2030	—	18,512	18,512
2031	—	17,838	17,838
Thereafter	—	148,585	148,585
Total minimum lease payments	$ 986	$ 258,077	$ 259,063
Less: Imputed interest			82,483
Total lease liabilities			176,580
Less: Current lease liabilities			13,920
Long-term lease liabilities			162,660

There were no future minimum lease payments under finance leases at June 30, 2026.

Related Party Leases

The Company leases one of its manufacturing facilities in Plainsboro, New Jersey, from a general partnership that is 50% owned by a principal stockholder of the Company. The term of the current lease agreement is through October 31, 2029 at an annual rate of approximately $0.3 million. The current lease agreement also provides (i) a 5-year renewal option for the Company to extend the lease from November 1, 2029 through October 31, 2034 at the fair market rental rate of the premises, and (ii) another 5-year renewal option to extend the lease from November 1, 2034 through October 31, 2039 at the fair market rental rate of the premises.

Note 10. Treasury Stock

As of June 30, 2026 and December 31, 2025, there were 14.4 million and 14.4 million shares of treasury stock outstanding with a cost of $686.9 million and $689.2 million, respectively, at a weighted average cost per share of $47.86 for both periods.

On December 31, 2025, the Company’s share repurchase program expired. At the time of expiration, approximately $50.0 million remained available for repurchase. The Company did not adopt a new share repurchase program upon the expiration.

Note 11. Income Taxes

The following table provides a summary of the Company’s effective tax rate:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Reported tax rate	5.5 %	8.8 %	105.7 %	9.2 %

The Company’s effective income tax rates for the three months ended June 30, 2026 and 2025 were 5.5% and 8.8%, respectively. The 2026 effective tax rate was primarily impacted by tax benefits associated with returns filed in certain foreign jurisdictions, as well as the jurisdictional mix of income, including its impact on the Company’s net Controlled Foreign Corporation tested income (“NCTI”) inclusion, formerly referred to as Global Intangible Low Taxed Income (“GILTI”). The 2025 effective tax rate was primarily impacted by a partially non-deductible goodwill impairment charge, NCTI, and additional taxes related to global minimum tax requirements in certain foreign jurisdictions, partially offset by tax benefits from operating losses in certain jurisdictions.

The Company’s effective income tax rates for the six months ended June 30, 2026 and 2025 were 105.7% and 9.2%, respectively. The 2026 effective tax rate was primarily impacted by tax expense related to a shortfall from stock-based compensation due to market conditions, partially offset by a tax benefit from returns filed in certain foreign jurisdictions. The 2025 effective tax rate was primarily impacted by a partially non-deductible goodwill impairment charge, GILTI, and additional taxes related to global minimum tax requirements in certain foreign jurisdictions, partially offset by tax benefits from operating losses in certain jurisdictions.

Changes in tax laws or regulations in the jurisdictions in which the Company operates could impact its effective tax rate. Governments in the U.S. and abroad continue to focus on tax reform and revenue-raising legislation. On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”), was enacted in the U.S. The OBBBA includes several tax law changes, including extensions of certain 2017 Tax Cuts and Jobs Act provisions, immediate expensing of certain research and development costs, and changes to interest expense deduction limitations.

The Company continues to monitor tax legislation enacted by foreign jurisdictions in response to the Organization of Economic Cooperation and Development's (“OECD”) Pillar Two global minimum tax framework. Pillar Two generally provides for a 15% minimum tax on large multinational companies on a jurisdiction-by-jurisdiction basis, with certain provisions effective beginning in 2024.

Note 12. Net Income (loss) Per Share

Basic and diluted net loss per share was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands, except per share amounts	2026	2025	2026	2025
Basic net income (loss) per share:				
Net income (loss)	$ 4,482	$ (484,073)	$ (134)	$ (509,366)
Weighted average common shares outstanding	77,293	76,695	77,122	76,579
Basic net income (loss) per common share	$ 0.06	$ (6.31)	$ —	$ (6.65)
Diluted net income (loss) per share:				
Net income (loss)	$ 4,482	$ (484,073)	$ (134)	$ (509,366)
Weighted average common shares outstanding — Basic	77,293	76,695	77,122	76,579
Effect of dilutive securities:				
Stock options and restricted stock	875	—	—	—
Weighted average common shares for diluted earnings per share	78,168	76,695	77,122	76,579
Diluted net income (loss) per common share	$ 0.06	$ (6.31)	$ —	$ (6.65)

Basic earnings per share is computed by dividing net income by the weighted-average common shares outstanding during the period. Diluted earnings per share is computed based on the weighted-average common shares outstanding plus the effect of dilutive potential common shares outstanding during the period calculated using the treasury stock method. Dilutive potential common shares include employee equity share options, non-vested shares, and similar equity instruments granted by the Company. Potential common share equivalents have been excluded where their inclusion would be anti-dilutive. For periods in which the Company generated a net loss, the Company does not include the potential impact of dilutive securities in diluted net loss per share, as the impact of these items is anti-dilutive.

Common stock of approximately 1.8 million and 1.5 million shares at June 30, 2026 and 2025, respectively, were not included in the computation of diluted net income and diluted net loss per share, respectively, because their effect would have been anti-dilutive.

Note 13. Accumulated Other Comprehensive Loss

Comprehensive loss for the three and six months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands	2026	2025	2026	2025
Net income (loss)	$ 4,482	$ (484,073)	$ (134)	$ (509,366)
Foreign currency translation adjustment	(3,413)	(3,445)	(3,889)	8,186
Change in unrealized gain on derivatives, net of tax	(5,645)	(3,190)	(5,865)	(11,206)
Pension liability adjustment, net of tax	(199)	(166)	(366)	(316)
Comprehensive loss, net	$ (4,775)	$ (490,874)	$ (10,254)	$ (512,702)

Changes in accumulated other comprehensive loss by component between December 31, 2025 and June 30, 2026 are presented in the table below, net of tax:

Dollars in thousands	Gains and Losses on Derivatives	Defined Benefit Pension Items	Foreign Currency Items	Total
Balance at January 1, 2026	$ 15,948	$ 4,984	$ (51,009)	$ (30,077)
Other comprehensive gain	16,652		877	17,529
Less: Amounts reclassified from accumulated other comprehensive income, net	22,517	366	4,766	27,649
Net current-period other comprehensive (loss)	(5,865)	(366)	(3,889)	(10,120)
Balance at June 30, 2026	$ 10,083	$ 4,618	$ (54,898)	$ (40,197)

For the six months ended June 30, 2026, the Company reclassified gains of $15.8 million and $11.5 million from AOCI to other income and interest income, respectively. Additionally, the Company reclassified a loss of $0.4 million from AOCI to cost of goods sold.

Note 14. Segment and Geographic Information

The Company is organized primarily on the basis of products and operates two global reportable segments. Resources are allocated and performance is assessed by the Company's President and Chief Executive Officer, which the Company has determined to be the CODM.

During the six months ended June 30, 2026, the Company renamed its two reportable segments to better align with the reportable segments' business activities, structures, and strategies. The reportable segment name change did not result in any change to the composition of the reportable segments and has no impact on previously reported financial information. The two reportable segments and their activities are described below.

- The Specialty Surgery reportable segment operations consist of (i) the Neurosurgery business, which sells a full line of products for neurosurgery and neuro critical care such as tissue ablation equipment, dural repair products, cerebral spinal fluid management devices, intracranial monitoring equipment, and cranial stabilization equipment; (ii) the Surgical Instruments business, which sells more than 40,000 instrument patterns and surgical and lighting products to hospitals, surgery centers, dental, podiatry, and veterinary offices; and (iii) the ENT Solutions business, which includes instrumentation, balloon technologies for sinus dilation and eustachian tube dilation, as well as surgical navigation systems.
- The Tissue Reconstruction reportable segment operations consists of the Wound Reconstruction Solutions business, which sells offerings such as skin and wound repair, plastics and surgical reconstruction products and nerve and tendon repair products. The Tissue Reconstruction segment also includes the Company's private label business which performs contract manufacturing for third parties.

The Corporate and Other category includes a portion of various executive, finance, human resource, information systems and legal functions which are not allocated to the reportable segments. During the six months ended June 30, 2026, the Company updated the allocation of certain cost and expense information that the CODM regularly reviews to evaluate performance for decision-making purposes from the Corporate and Other category to the Company's reportable segments to align with how the CODM reviews and manages the business. As a result of this update, the Company retrospectively recast prior period results, by reportable segment, to conform to the current period presentation. This update had no impact on the Company's consolidated results of operations.

For both reportable segments, the CODM uses segment revenue and segment operating income to assess the performance for each segment and in the annual budgeting and forecasting process. The CODM considers budget-to-actual variances on a quarterly basis for segment revenue and segment operating income when making decisions about allocating capital and personnel to the reportable segments.

The operating results of the reportable segments as presented are not comparable to one another because (i) certain operating segments are more dependent than others on corporate functions for unallocated general and administrative and/or operational manufacturing functions and (ii) the Company does not allocate certain manufacturing costs and general and administrative costs to the reportable segments.

Net sales and profit by each reportable segment for the three and six months ended June 30, 2026 and 2025 are as follows:

	Three Months Ended June 30, 2026				Six Months Ended June 30, 2026			
Dollars in thousands	**Specialty Surgery**	**Tissue Reconstruction**	**Corporate and Other**	**Total**	**Specialty Surgery**	**Tissue Reconstruction**	**Corporate and Other**	**Total**
Total revenue, net	$ 309,269	$ 109,492	$ —	$ 418,761	$ 592,404	$ 218,275	$ —	$ 810,679
Cost of goods sold	130,212	41,989	26,816	199,017	240,687	79,448	53,818	373,953
Research and development	14,200	8,169	1,884	24,253	26,053	15,701	6,000	47,754
Selling, general & administrative	75,983	40,394	56,059	172,436	153,664	83,920	113,087	350,671
Intangible asset amortization	—	—	3,770	3,770	—	—	7,546	7,546
Total cost and expenses	220,395	90,552	88,529	399,476	420,404	179,069	180,451	779,924
Operating income (loss)	88,874	18,940	(88,529)	19,285	172,000	39,206	(180,451)	30,755
Interest income				4,267				8,372
Interest expense				(22,994)				(45,459)
Other income, net				4,186				8,665
Income before income taxes				$ 4,744				$ 2,333

	Three Months Ended June 30, 2025				Six Months Ended June 30, 2025			
Dollars in thousands	**Specialty Surgery**	**Tissue Reconstruction**	**Corporate and Other**	**Total**	**Specialty Surgery**	**Tissue Reconstruction**	**Corporate and Other**	**Total**
Total revenue, net	$ 303,958	$ 111,647	$ —	$ 415,605	$ 584,622	$ 213,636	$ —	$ 798,258
Cost of goods sold (1)	120,243	56,660	29,370	206,273	230,104	105,930	58,460	394,494
Research and development (1)	14,627	6,770	5,600	26,997	29,423	12,741	9,561	51,725
Selling, general & administrative (1)	83,174	44,310	52,406	179,890	166,962	86,614	107,811	361,387
Intangible asset amortization	—	—	3,754	3,754	—	—	7,458	7,458
Goodwill impairment	388,106	123,259	—	511,365	388,106	123,259	—	511,365
Total cost and expenses	606,150	230,999	91,130	928,279	814,595	328,544	183,290	1,326,429
Operating loss	$ (302,192)	$ (119,352)	(91,130)	(512,674)	$ (229,973)	$ (114,908)	$ (183,290)	(528,171)
Interest income				4,710				9,130
Interest expense				(21,042)				(39,857)
Other income, net				(1,946)				(2,090)
Loss before income taxes				$ (530,952)				$ (560,988)

(1) The amounts reported for the three and six months ended June 30, 2025 have been retrospectively recast to reflect the realignment of certain cost and expense information as discussed in *Note 1. Basis of Presentation*.

The Company does not allocate any assets to the reportable segments. No asset information is reported to the CODM and disclosed in the financial information for each segment. The Company attributes revenues to geographic areas based on the location of the customer. Total revenue by major geographic area consisted of the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands	2026	2025	2026	2025
United States	$ 307,099	$ 306,308	$ 596,479	$ 588,525
Europe	42,572	42,594	82,535	77,920
Asia Pacific	48,697	47,732	93,908	92,837
Rest of World	20,393	18,971	37,757	38,976
Total Revenues	$ 418,761	$ 415,605	$ 810,679	$ 798,258

Note 15. Commitments and Contingencies

In consideration for certain technology, manufacturing, distribution, and selling rights and licenses granted to the Company, the Company has agreed to pay royalties on sales of certain products that it sells. The royalty payments that the Company made under these agreements were not significant for any of the periods presented.

In the ordinary course of its business, the Company is involved in, from time to time, various legal actions, including any matters described below, involving product liability, employment, intellectual property and commercial disputes, shareholder related matters, environmental proceedings, tax disputes, and governmental proceedings and investigations, some of which have been settled by the Company. In the opinion of management, such matters are either adequately covered by insurance or otherwise indemnified, or are not expected, individually or in the aggregate, to result in a material, adverse effect on the Company's financial condition. However, it is possible that the Company's results of operations, financial position and cash flows in a particular period could be materially affected by these contingencies.

The Company accrues for loss contingencies when it is deemed probable that a loss has been incurred and that loss is estimable. If the reasonable estimate of a probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is recorded. In most cases, significant judgment is required to estimate the amount and timing of a loss to be recorded and actual results may differ from these estimates. The amounts accrued are based on the full amount of the estimated loss before considering insurance proceeds and do not include an estimate for legal fees expected to be incurred in connection with the loss contingency. The Company consistently accrues legal fees expected to be incurred in connection with loss contingencies as those fees are incurred by outside counsel as a period cost.

On December 21, 2023, Fortis Advisors, LLC (representative of the security holders of ACell, Inc. ("ACell")) filed for arbitration against Integra LifeSciences before the Court of International Arbitration of the International Chamber of Commerce claiming breach of contract related to the earnout consideration from the 2021 acquisition of ACell. Refer to the "Contingent Consideration" subheading of this Note for additional information on the ACell contingent consideration. The arbitration was held in September 2025. On April 15, 2026, the arbitration tribunal issued its decision finding in Integra's favor on all claims and awarding the Company its attorneys' fees and costs to be paid by Fortis.

On September 12, 2023, a securities class action complaint, captioned Pembroke Pines Firefighters & Police Officers Pension Fund v. Integra LifeSciences Holdings Corporation, No. 23-cv-20321 (D.N.J.), was filed by a purported stockholder of the Company in the United States District Court for the District of New Jersey (the "Pembroke Litigation") against the Company and certain of the Company's current and former executive officers. The Pembroke Litigation, filed on behalf of a putative class of stockholders who purchased or acquired the Company's common stock between March 11, 2019 and May 22, 2023, inclusive, alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder, on the basis of purportedly materially false and misleading statements and omissions relating to certain quality systems issues identified by the FDA at the Company's Boston facility, the Company's efforts to remediate those issues, and the Company's forecasts for certain products in its Tissue Reconstruction segment. The complaint seeks, among other things, compensatory damages, attorneys' fees, expert fees, and other costs. The Company believes that it has strong defenses to the allegations in the Pembroke Litigation, and intends to continue to defend the matter vigorously. On July 1, 2025, the class action complaint was dismissed without prejudice. The plaintiffs filed a Second Amended Complaint on August 14, 2025. The Company has filed a motion to dismiss the Second Amended Complaint on October 14, 2025. On March 16, 2026, the plaintiffs filed their Supplemental Amended Complaint, in response to which the Company filed its Supplemental Motion to Dismiss on April 3, 2026.

On May 13, 2025 and May 16, 2025, derivative lawsuits captioned *Leverett v. Integra LifeSciences Holding Corp. et al,* No. 3:2025-cv-04214 (D.N.J.) and *Simpkins v. Integra LifeSciences Holding Corp. et al,* No. 3:2025-cv-04446 (D.N.J.) were filed in the United States District Court for the District of New Jersey. The actions purport to assert derivative claims on behalf of the Company against its current Board of Directors and certain of its current or former officers and directors. The actions assert claims that the individual defendants breached their fiduciary duties and harmed the Company by making false and misleading statements and omissions relating to certain quality systems issues identified by the U.S. Food and Drug Administration ("FDA") at the Company's Boston, Massachusetts manufacturing facility, the Company's efforts to remediate those issues, and the Company's forecasts for certain products in its Tissue Reconstruction segment. The complaint seeks, among other things, compensatory damages, attorneys' fees, expert fees, and other costs. The Company believes that it has strong defenses to the allegations in the lawsuits and intends to defend the matters vigorously. These derivative actions have stayed pending resolution of the motion to dismiss in the Pembroke litigation.

Contractual Payment Obligations

In connection with the Company's October 2024 acquisition of Durepair Regeneration Matrix ("Durepair"), the Company has a remaining contractual obligation to make a cash payment of $20.0 million in October 2026. The obligation is recorded at its present value within accrued expenses and other current liabilities as of June 30, 2026.

Contingent Consideration

The Company determined the fair value of contingent consideration during the six month period ended June 30, 2026 and June 30, 2025 to reflect the change in estimate, additions, payments, transfers and the time value of money during each period.

A reconciliation of the opening balances to the closing balances of these Level 3 measurements for the six months ended June 30, 2026 and June 30, 2025 is as follows (in thousands):

	Contingent Consideration Liability Related to the Acquisition of:			
Six Months Ended June 30, 2026	**Arkis (1)**	**Derma Sciences (2)**	**Surgical Innovations Associates (SIA), Inc. (2)**	**Total**
Balance as of January 1, 2026	$ 6,299	$ 350	19,400	26,049
Payment	—	—	(17,962)	(17,962)
Change in fair value of contingent consideration liabilities	661	4	(1,438)	(773)
Balance as of June 30, 2026	6,960	354	—	7,314
Short-Term - Accrued expenses and other liabilities	$ 3,630	$ —	$ —	$ 3,630
Long-Term - Other liabilities	3,330	354	—	3,684
Total	6,960	354	—	7,314

	Contingent Consideration Liability Related to the Acquisition of:				
Six Months Ended June 30, 2025	**Arkis (1)**	**Derma Sciences (2)**	**ACell (2)**	**Surgical Innovations Associates (SIA), Inc. (2)**	**Total**
Balance as of January 1, 2025	$ 12,968	$ 2,686	$ 3	$ 54,000	69,657
Payment	(5,000)	—	—	(18,075)	(23,075)
Change in fair value of contingent consideration liabilities	(627)	(1,451)	—	1,875	(203)
Balance as of June 30, 2025	$ 7,341	$ 1,235	$ 3	$ 37,800	46,379
Short-Term - Accrued expenses and other liabilities	$ 3,579	$ —	$ —	$ 17,700	$ 21,279
Long-Term - Other liabilities	3,762	1,235	3	20,100	25,100
Total	7,341	1,235	3	37,800	46,379

(1) Location in financial statements: Research and development

(2) Location in financial statements: Selling, general and administrative

Arkis BioSciences Inc.

As part of the acquisition of Arkis BioSciences Inc. (“Arkis”), the Company is required to pay the former shareholders of Arkis up to $25.5 million based on the timing of certain development milestones of $10.0 million and commercial sales milestones of $15.5 million, respectively. The Company used a probability weighted income approach to calculate the fair value of the contingent consideration that considered the possible outcomes of scenarios related to each specified milestone. The Company estimated the fair value of the contingent consideration to be $13.1 million at the acquisition date. In the first quarter of 2025, the Company paid out a development milestone related to design verification procedures for $5.0 million.

Derma Sciences, Inc.

The Company assumed contingent consideration incurred by Derma Sciences, Inc. (“Derma Sciences”) related to its acquisitions of BioD, LLC and the intellectual property related to Medihoney® products. The Company accounted for the contingent liabilities by recording the fair value on the date of the acquisition based on a probability weighted income approach. The Company has already paid $33.3 million related to the aforementioned contingent liabilities. One contingent milestone remains, which relates to net sales of Medihoney products exceeding certain amounts defined in the agreement between the Company and Derma Sciences. The potential maximum undiscounted payment amounts to $3.0 million.

Surgical Innovations Associates, Inc.

As part of the acquisition of Surgical Innovations Associates, Inc. (“SIA”), the Company is required to pay to the former shareholders of SIA up to $90.0 million for two separate payments, which are dependent on (1) achieving certain revenue-based performance milestones in 2023, 2024, and 2025 (up to $50.0 million in additional payments), as well as (2) the approval by the FDA of the pre-market approval ("PMA") application for DuraSorb for certain uses by certain timing targets (up to $40.0 million in additional payments). The Company estimated the fair value of the contingent consideration for the revenue based milestone to be $32.6 million at the acquisition date and $25.0 million for the PMA approval milestone at the acquisition date. The Company disbursed $17.9 million in the second quarter of 2026 for the 2025 performance year. Similarly, in the second quarter of 2025, the Company disbursed $18.1 million related to the 2024 performance year, and in the second quarter of 2024, the Company paid out $12.4 million related to the 2023 performance year. As of June 30, 2026, there were no amounts payable under the PMA approval milestone, as FDA approval of the PMA application had not been obtained by the applicable milestone date.

Note 16. Fair Value Measurements

FASB Topic 820, *Fair Value Measurement* (“ASC 820”) defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value, the Company considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the asset or liability.

Valuation techniques used to measure fair value should maximize the use of observable inputs and minimize the use of unobservable inputs. ASC 820 establishes a three-level hierarchy of the inputs (i.e., assumptions that market participants would use in pricing an asset or liability) used to measure fair value, giving the highest priority to quoted prices in active markets and the lowest priority to unobservable inputs in measuring fair value. The categorization within the valuation hierarchy is based on the lowest level of input that is significant to the entire fair value measurement. The three levels of the valuation hierarchy are defined as follows:

Level 1: Inputs to the valuation methodology are quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs to the valuation methodology are other observable inputs, including quoted market prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability; and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3: Inputs to the valuation methodology are unobservable inputs that are supported by little or no market activity and are based on management’s best estimate of inputs market participants would use in pricing the asset or liability at the measurement date, including assumptions about risk.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company has investments in time deposits that are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices, as well as certain debt obligations that are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices. The investments in time deposits are classified as cash and cash equivalents and short-term investments on the consolidated balance sheets which is determined based on maturities at the time of purchase and re-evaluated at each balance sheet date.

The Company also has investments in derivative instruments, which are comprised of interest rate swaps, cross currency swaps, net investment hedges, and forward foreign currency contracts that are classified within Level 2 of the fair value hierarchy because they are valued using analyses obtained from independent third-party valuation specialists based on market observable inputs. The fair values of these derivative contracts represent the estimated amounts the Company would receive or pay to terminate the contracts. Refer to *Note 6. Derivative Instruments* for further discussion and information on these derivative contracts.

In addition, the Company has contingent consideration liabilities that are classified within Level 3 of the fair value hierarchy because they are measured at fair value using significant unobservable inputs, including management's forecast of future revenues for the acquired businesses as well as management's estimates of the likelihood of achieving the other specified criteria. Refer to *Note 15. Commitments and Contingencies* for additional information on these contingent consideration liabilities.

Assets and liabilities measured and recorded at fair value on a recurring basis as of June 30, 2026 and December 31, 2025 consisted of the following:

Dollars in thousands	Fair Value Measurement	June 30, 2026	December 31, 2025
Assets:			
Cash and cash equivalents	Level 1	$ 214,415	$ 235,048
Short-term investments	Level 1	59,669	28,693
Interest rate swaps	Level 2	29,640	27,246
Foreign currency forward contracts	Level 2	—	29
Foreign currency forward contracts (not designated as hedges)	Level 2	—	1,015
Total Assets:		$ 303,724	$ 292,031
Liabilities:			
Cross currency rate swaps	Level 2	$ 54,514	$ 59,667
Net investment hedges	Level 2	78,541	82,199
Foreign currency forward contracts	Level 2	1,014	—
Contingent consideration	Level 3	7,314	26,049
Foreign currency forward contracts (not designated as hedges)	Level 2	452	—
Total Liabilities:		$ 141,835	$ 167,915

There were no transfers into or out of Level 3 during the three and six months ended June 30, 2026 and 2025.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

The Company remeasures the fair value of certain assets and liabilities, including property, plant and equipment, operating lease - right of use assets, and goodwill and other intangible assets, upon the occurrence of certain events. The amounts recognized were recorded to remeasure the carrying amount of assets to the assets' fair values, which were generally estimated, based upon a market participant's perspective, using Level 3 measurements, including values estimated using the income approach.

Other than the fair value estimates disclosed in *Note 4. Goodwill and Other Intangible Assets*, and *Note 9. Leases and Related Party Leases*, there were no non-recurring fair value measurements during the three and six months ended June 30, 2026 and 2025.

Note 17. Subsequent Events

On July 17, 2026, the Company’s manufacturing facility in Cincinnati, Ohio sustained flood damage as a result of severe weather conditions. The flooding caused damage to the facility, equipment, inventory and other assets and resulted in operational disruptions at the site.

The Company is currently evaluating the extent of the damage and has not completed its assessment of the financial impact of the event. At the date the financial statements were issued, the Company is unable to reasonably estimate the total losses that may be incurred. The Company maintains insurance coverage for property damage and business interruption losses and is actively working with its insurance carriers to assess available coverage and potential recoveries.

Because the event occurred after the balance sheet date, the accompanying condensed consolidated financial statements do not reflect any adjustments related to this event.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the Company’s financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and the related notes thereto appearing elsewhere in this Quarterly Report on Form 10-Q (this “Quarterly Report”) and our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025.

We have made statements in this Quarterly Report that constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). All statements other than statements of historical fact contained in this Quarterly Report, including, but not limited to, statements regarding our future business, operational and financial performance and the Company’s expectations and plans with respect to market opportunity, business and operational performance, strategic initiatives, capabilities, resources, manufacturing capabilities, product development, product availability and regulatory approvals, including our plans, production capability, and anticipated operational timelines for the Company’s manufacturing facility in Braintree, Massachusetts (“the Braintree facility”), our expectations regarding the Compliance Master Plan (“the CMP”) implementation, engagement and efficacy, our restructuring and cost-saving initiatives, our intellectual property rights, litigation and tax matters, governmental proceedings and investigations, mergers and acquisitions, divestitures, market acceptance of our products and services, accounting estimates, financing activities, ongoing contractual obligations and compliance with restrictive and financial covenants of our outstanding indebtedness, working capital adequacy, value of our investments, our effective tax rate, estimates regarding the impact of tariffs adopted or implemented by the U.S. or other countries on our business, tariff refunds, anticipated impact of the flooding event at our Cincinnati, Ohio manufacturing facility, financial condition and results of operations, our expected returns to shareholders, and our sales efforts, are forward-looking statements. In some cases, these forward-looking statements may be identified by forward-looking words such as “believe,” “may,” “might,” “could,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “seek,” “plan,” “expect,” “should,” “would” or the negative version of these words or other similar words and expressions in this Quarterly Report.

These forward-looking statements are subject to a number of risks, uncertainties and assumptions about the Company and other matters that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. We believe these risks include but are not limited to those described under the headings “Risk Factors” and “Special Note Regarding Forward-Looking Statements” in our Annual Report on Form 10-K for the year ended December 31, 2025 and in this Quarterly Report, as such factors may be updated from time to time in our periodic filings with the Securities and Exchange Commission (the “SEC”), which are accessible on the SEC’s website at https://www.sec.gov. Such risks and uncertainties include, but are not limited, to the following: increased geopolitical tension, instability and other macroeconomic factors, including trade barriers and related restrictions (including tariffs and related countermeasures), armed conflict and acts of terrorism, supply chain disruptions, and interest rate and foreign currency rate fluctuations on the Company’s suppliers, vendors and customers and on the Company’s business and financial condition, results of operations and cash flows; the Company's ability to execute its financial, strategic and operating plans effectively; the Company’s ability to remediate quality systems violations; difficulties in implementing the CMP; difficulties or delays in obtaining and maintaining required regulatory approvals, including the costs thereof; potential difficulties, delays and disruptions in manufacturing, distribution or sale of products; the Company's ongoing assessment of the flooding event at its Cincinnati, Ohio manufacturing facility, related financial impacts, recovery efforts, potential asset impairments, unforeseen costs and insurance recoveries; the failure of the Company’s suppliers, vendors, and other third parties to meet contractual, regulatory and other obligations; the anticipated development of markets the Company sells its products into and the success of the Company’s products in these markets; the Company’s ability to predict accurately the demand for its products and products under development; increasing industry competition; the coverage and reimbursement decisions of third-party payors; trends toward health care cost containment; difficulties in controlling expenses, including costs to procure and manufacture the Company’s products; the ability of the Company to successfully manage leadership and organizational changes and the impact of changes in management or staff levels; the impact of goodwill and intangible asset impairment charges if future operating results of acquired businesses are significantly less than the results anticipated at the time of the acquisitions; the geographic distribution of where the Company generates its taxable income; changes to applicable laws, regulations and enforcement guidance, including tax laws and global health care reforms; fluctuations in foreign currency exchange rates; the amount of our bank borrowings outstanding and other factors influencing liquidity; breaches, failures or other disruptions of our or our vendors' or customers' information technology systems or products; and the potential impact of our compliance with governmental regulations and accounting guidance.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, results of operations, financial condition, and/or cash flows. These forward-looking statements speak only as of the date of this Quarterly Report and we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent required by applicable law. You should carefully consider forward-looking statements and understand that such forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, and involve a variety of risks and uncertainties.

GENERAL

Integra LifeSciences Holdings Corporation is a global medical technology company dedicated to restoring lives. We are advancing transformational care through impactful innovation and our portfolio of highly differentiated technologies is trusted by healthcare professionals.

We manufacture and sell medical technologies and products in two reportable business segments: Specialty Surgery (formerly, Codman Specialty Surgical) and Tissue Reconstruction (formerly, Tissue Technologies). The Specialty Surgery segment, which represents approximately 70% of our total revenue, consists of market-leading technologies and instrumentation used for a wide range of specialties, such as neurosurgery, neurocritical care, and otolaryngology, commonly referred to as ear, nose, and throat ("ENT"). We are the world leader in neurosurgery and one of the top three providers in the U.S. in instruments used in precision, specialty, and general surgical procedures. Our Tissue Reconstruction segment generates about 30% of our overall revenue and focuses on wound reconstruction and private label.

We have key manufacturing and research facilities located in California, Maryland, Massachusetts, New Jersey, Ohio, Puerto Rico, Tennessee, Utah, France, Germany, Ireland, Israel and Switzerland. We source most of our handheld surgical instruments and dural sealant products through specialized third-party vendors.

OUR PRODUCTS, SERVICES AND TECHNOLOGIES

We were the first company to receive an FDA claim for regeneration of dermal tissue and are a world leader in regenerative technology. We have developed numerous product lines from this technology for applications ranging from burn and deep tissue wounds to the repair of dura mater in the brain, as well as nerves and tendons. We have expanded our base regenerative technology business to include neurosurgical products, ENT, surgical instruments and wound reconstruction solutions through global acquisitions and product development to meet the evolving needs of our customers and enhance patient care.

SPECIALTY SURGERY

Neurosurgery: In neurosurgery, we are a global leader in neuro-access, neuro-surgical and neuro-monitoring technologies. Our product portfolio represents a continuum of care from pre-operative, to the neurosurgery operating room, to the neuro-critical care unit and post care for both adult and pediatric patients suffering from brain tumors, brain injury, cerebrospinal fluid pressure complications and other neurological conditions. This portfolio features leading brands such as Codman®, Duraseal®, CUSA®, Mayfield® and Duragen®.

We offer leading technologies in dural repair, ultrasonic tissue ablation, intracranial pressure ("ICP") monitoring, hydrocephalus management, and cranial stabilization systems, while providing a rich research and development pipeline for growth.

Surgical Instruments: Our specialty instrumentation portfolio includes a catalog of surgical headlamps, surgical instruments, as well as after-market service. With thousands of surgical instrument products, comprised of a comprehensive portfolio of reusable and disposable instruments, including forceps, retractors, scissors, and curettes, tailored for neurosurgery and spine surgery including specialty surgical instruments, we call on the central sterile processing unit of hospitals and acute care surgical centers. Additionally, through a strong U.S. distribution model, we can serve the needs of medical offices.

ENT Solutions: We provide technologies and instruments that support a broad range of ear, nose and throat procedures, including navigation, balloon sinuplasty, airway and eustachian tube dilation applications. The Company's ENT portfolio comprises products including the TruDi® Navigation System featuring navigated surgical instrumentation, the RELIEVA

SPINPLUS® Balloon Sinuplasty System, the AERA® Eustachian Tube Dilation System, and the MicroFrance ENT instrumentation line.

TISSUE RECONSTRUCTION

Our Tissue Reconstruction segment develops and markets a broad portfolio of tissue products and technologies primarily focused on wound reconstruction and care and private label. This segment serves a diverse range of specialties, including plastic and reconstructive surgery, general surgery, and wound management.

Wound Reconstruction Solutions: We currently utilize five unique technology platforms consisting of highly engineered bovine collagen (derived from bovine sources for structural support), bovine dermis (acellular dermal tissue for natural integration), porcine urinary bladder (extracellular matrix for cellular repopulation), human amniotic tissue (allografts as a wound cover), and resorbable synthetic mesh (biodegradable materials for temporary reinforcement). These technologies address clinical needs in treating acute wounds such as burns, chronic wounds including diabetic foot ulcers, and surgical tissue repair applications such as hernia reinforcement, tendon protection, and peripheral nerve repair. The goal is to support the body's wound healing process by providing scaffolds that create a wound environment that facilitates cellular invasion and revascularization. These products are often used in hospital settings, wound care clinics, or outpatient procedures.

We offer a continuum of advanced solutions for plastic and reconstructive surgery, complex hernias, and general surgery, including devices for implantation to reinforce soft tissue where weakness exists and for surgical repair of damaged or ruptured soft tissue membranes. These products provide structural support and promote tissue integration to address areas of tissue weakness. They are bioresorbable or acellular to minimize long-term foreign body reactions and reduce complications like adhesions or infections.

Private Label*:* We offer extensive expertise in collagen biomaterials for other medical technology companies that sell to end markets primarily in spine, surgical and wound care. We manufacture a broad set of our tissue and wound care technologies that are available for private label distribution by our customers, produce raw materials that can be integrated into our customers' production processes, and have the expertise to design, develop and manufacture products to meet the specific needs of our customers.

RESEARCH AND DEVELOPMENT STRATEGY

An important part of Integra's growth strategy is introducing new products to strengthen and expand our portfolio through clinical evidence to support regulatory approval and strong reimbursement of our product portfolio around the world, including new indications for existing technologies. Our research and development activities focus on identifying unmet surgical needs and addressing those needs with innovative solutions and products. Investment in research and development is critical to driving our future growth. Our research and development efforts are focused on the further development and improvement of our existing products, the design and development of new innovative medical technologies, and regulatory compliance across all our business segments. We apply our core competency in tissue reconstruction to innovate products for neurosurgical, wound applications, plastic surgery, and reconstructive surgery and we have extensive R&D development programs for our core platforms of electromechanical technologies.

Additionally, we conduct projects and clinical studies to generate effectiveness and health economic evidence. The Company has continued its investments in clinical education as a key value driver to leverage its global footprint, enhanced digital content, and strengthened its clinical network. As part of this objective, the Company remains committed to participation in clinical research demonstrating the effectiveness of its products prior to market introduction, and in supporting the clinical education and technical training.

Neurosurgery, Surgical Instruments, and ENT Solutions. The Specialty Surgery neurosurgical business consists of a broad portfolio of market-leading brands, which are used for the management of multiple disease states, including brain tumors, traumatic brain injury, hydrocephalus and other neurological conditions. The growth in this business in recent years has been fueled by geographic expansion and new product registrations in markets, such as China, Japan, and Europe, which we expect to continue in the near-to-long term. We have several active programs focused on life cycle management and innovation for capital and disposable products in our portfolio. Our product development efforts are focused on core clinical applications in cerebrospinal fluid ("CSF") management, neuro-critical care monitoring, minimally invasive instruments and electrosurgery and ultrasonic medical technologies, as well as our ambition to transform the standard of care in neurosurgery with product advancements in minimally invasive surgery ("MIS") and the surgical management of intracerebral hemorrhage ("ICH").

We continue to advance the CerebroFlo® external ventricular drainage ("EVD"), a catheter with Endexo® technology. The Endexo polymer in polyurethane is a permanent additive which has shown to be effective in reducing platelet adhesion in-vitro, reducing thrombus accumulation in-vitro and in vivo, and reducing the clinical incidence of thrombus formation. In vitro evaluations and in vivo animal evaluations do not necessarily predict the clinical performance of the SureFlo EVD Catheter with respect to thrombus formation. The incidence of thrombus formation on polyurethane containing Endexo polymer in other medical devices and/or tissues systems does not necessarily predict the clinical performance of the SureFlo EVD Catheter for the intended use of CSF external drainage and monitoring. The CerebroFlo EVD catheter has demonstrated an average of 99% less thrombus accumulation onto its surface, in vitro, compared to a market leading EVD catheter. Our work to combine our Bactiseal antimicrobial technology with the Endexo anti-occlusive technology continues to progress for both a silicone-based hydrocephalus and EVD product.

We also continue to advance the Aurora® Surgiscope, which is the only tubular retractor system designed for cranial surgery with an integrated access channel, camera and lighting. The 15mm x 60mm and 15mm x 80mm Aurora Surgiscope System version received 510(k) clearance from the FDA in 2025.

In July 2025, we announced the inaugural enrollment of the first patient in the AERA Pediatric Registry, a prospective, multi-center observational registry evaluating the real-world use of the AERA Eustachian Tube Balloon Dilation System in children. This marks the focused effort to measure the ongoing clinical performance of AERA in pediatric patients with obstructive Eustachian tube dysfunction. The registry is designed to capture both safety and efficacy outcomes for up to 300 pediatric patients who undergo Eustachian tube balloon dilation using AERA.

In September 2025, the Mayfield® Ghost Base Unit Post launched in the U.S., which is designed to help provide clear visualization of anatomical structure and to support surgical accuracy and patient positioning. Throughout the first half of 2026, we introduced the Mayfield Ghost Base Unit Post to markets in Europe, Asia, Australia, and New Zealand.

In November 2025, we received 510(k) clearance for the use of the CUSA Clarity system for cardiac surgeries, used for the debridement of unwanted tissue in cardiac surgeries, including valve replacement and repair.

Tissue Products and Technologies. Our tissue technology development program applies our expertise in bioengineering to a range of biomaterials including natural materials such as purified collagen, intact human or animal tissues, honey as well as resorbable synthetic polymers with our DuraSorb and DuraSeal product lines. These unique product designs are used for neurosurgical and reconstructive surgical applications, as well as dermal regeneration. Our tissue technology platform includes our legacy Integra® Dermal Regeneration Template ("IDRT") products and complementary technologies that we have acquired. Our collagen manufacturing capability, combined with our history of innovation, provides us with strong platform technologies for multiple indications.

In the third quarter of 2021, we filed a PMA application for a specific indication for SurgiMend® in the use of post-mastectomy breast reconstruction and in July 2024 received approvable pending GMP status from FDA, which approved and closed out the clinical portion of this PMA application. We expect PMA approval for SurgiMend in 2027. We are also pursuing a PMA for DuraSorb for use in implant-based breast reconstruction. We completed enrollment for the DuraSorb U.S. investigational device exemption clinical study for two-stage breast reconstruction in June 2023, completed treatment in 2024, completed patient 1-year follow up in 2025, and we continue to advance the PMA application. We expect PMA approval for DuraSorb later in 2027.

In 2024, we acquired the product rights for Durepair® Dural Regeneration Matrix, a suturable dural graft which complements our portfolio of dural grafts and sealants, and subsequently launched the product for commercial sale in the U.S. in October 2025.

EUROPEAN UNION MEDICAL DEVICE ("EU MDR") REGULATION UPDATES

We continue to work towards certifying our products under the EU MDR. In recent years, we received EU MDR certification in our Specialty Surgery segment for Hakim Programmable Valves, Certas Plus with and without Bactiseal catheters, Surgical Patties and Strips, DuraSeal Dural and Xact, CUSA Clarity, DuraGen Suturable, Cranial Drills and Perforators, as well as IDRT, BioPatch, MicroMatrix, and Cytal in our Tissue Reconstruction segment. We do not currently anticipate any significant disruption to our commercial activities in Europe related to EU MDR.

FDA MATTERS

On December 19, 2024, the Company received a warning letter from the FDA (the “2024 Warning Letter”). The 2024 Warning Letter relates to quality system issues identified during FDA inspections at three of the Company’s facilities located in Mansfield, Massachusetts; Plainsboro, New Jersey; and Princeton, New Jersey. The 2024 Warning Letter did not identify any new observations that had not already been provided in the Form 483s previously issued to the Company by the FDA at the conclusion of its three inspections in June and August of 2024 (the “2024 Form 483s”). In the 2024 Form 483s, the FDA deemed certain of the Company’s devices, including cranial perforators, disposable cottonoid patties and strips, and collagen-based products, to be out of compliance with respect to quality system regulations. At that time, the Company took a number of voluntary actions including the initiation of shipping holds for several products and a voluntary recall of the disposable patties and strips. The 2024 Warning Letter does not restrict the Company’s ability to manufacture or ship products, require recall of any products, nor restrict the Company’s ability to seek FDA 510(k) clearance of products. The 2024 Warning Letter states that premarket approval applications for Class III devices to which the quality system regulation violations are reasonably related will not be approved until the violations have been corrected. The Company has submitted several responses to the 2024 Form 483s issued to each of the three manufacturing facilities to the FDA and has submitted several updates to the 2024 Warning Letter throughout 2025 and 2026.

On March 7, 2019, TEI Biosciences, Inc. (“TEI”), one of our wholly owned subsidiaries, received a Warning Letter (the “2019 Warning Letter”), dated March 6, 2019, from the FDA. The 2019 Warning Letter was related to quality systems issues at TEI’s manufacturing facility located in Boston, Massachusetts (the “Boston facility”). The Boston facility manufactured extracellular bovine matrix products in our Tissue Reconstruction segment that were sold both in wound reconstruction and care and surgical reconstruction franchises, and in private label channels. The 2019 Warning Letter resulted from an inspection held at the Boston facility in October and November 2018 and did not identify any new observations that were not already provided in the Form 483 that followed the inspection. We submitted our initial response to the 2019 Warning Letter on March 28, 2019 and provide regular progress reports to the FDA as to our corrective actions. On October 28, 2021, the FDA initiated an inspection of the Boston facility and at the conclusion of the inspection, issued an FDA Form 483 on November 12, 2021. On March 1, 2023, the FDA commenced an inspection of the Boston facility and issued an FDA Form 483 at the conclusion of this inspection (the “2023 Form 483”). In May 2023, after consultation with the FDA, the Company initiated a voluntary global recall of all products manufactured at the Boston facility, including PriMatrix, SurgiMend, Revize™, and TissueMend™, distributed between March 1, 2018 and May 22, 2023 (the “Boston recall”). On July 19, 2023, TEI received a Warning Letter, dated July 17, 2023, from the FDA related to quality system issues at the Boston facility (the “2023 Warning Letter”). The 2023 Warning Letter did not identify any new observations that had not already been provided in the 2023 Form 483. The Company has submitted periodic responses to the FDA for both the 2023 Form 483 and the 2023 Warning Letter. We are committed to resolving the matters identified in the warning letters and Form 483s and are continuing significant efforts to remediate the observations.

Although the warning letters do not restrict the Company’s ability to seek FDA 510(k) clearance of products, PMAs for Class III devices to which the quality system regulation violations are reasonably related will not be approved until the violations have been addressed. Following its assessment of the results of a third-party audit of the Boston facility, the Company announced in the second quarter of 2024 that it no longer planned to restart the manufacture of PriMatrix and SurgiMend at its Boston facility. The restart of the manufacturing of SurgiMend 510k product will occur at the Company’s new tissue manufacturing facility in Braintree, Massachusetts (the “Braintree transition”). In addition, the Company entered into a new third-party agreement, which facilitated the relaunch of PriMatrix, as well as Durepair Dural Regeneration Matrix in 2025, ahead of previously disclosed timelines. The Braintree facility became operational in June 2026 and is currently ramping up production to support the planned SurgiMend relaunch in the fourth quarter of 2026.

We cannot give any assurances that the FDA will be satisfied with our response to the issues identified by the FDA in any of the foregoing Form 483s or warning letters or as to the expected date of the resolution of such issues. Until the issues cited by the FDA are resolved to the FDA’s satisfaction, the FDA may initiate additional regulatory action without further notice. Any adverse regulatory action, depending on its magnitude, may restrict us from effectively manufacturing, marketing and selling our products and could have a material adverse effect on our business, financial condition and results of operations.

OPTIMIZATION ACTIVITIES

As a result of audits and inspections by regulatory agencies as well as our own review of the Company’s quality management system, we have implemented our enterprise-wide CMP, with the objective of providing a systematic and holistic approach to improving our quality management system across our manufacturing and supply network. The primary objectives of the CMP are to remediate quality system gaps, harmonize our quality management system and enhance the quality culture across the Company. The Company has completed baseline audits across all manufacturing facilities, conducted CMP training, and has made significant progress in its prioritized work streams. Our efforts to implement the CMP are expected to continue and although we anticipate improvements to our quality management system, such results remain uncertain.

In the fourth quarter of 2025, we approved a restructuring initiative to improve the Company's operational performance by strengthening the stability and resilience of our supply chain, strengthening global commercial capabilities and advancing our prioritization and execution discipline. We expect to incur aggregate restructuring costs associated with this initiative of approximately $12.3 million related to severance and other employee costs. The costs will be incurred as specific actions required as part of the initiative are identified and approved and are expected to continue through the end of 2026. The amounts and timing of estimated restructuring costs are subject to change until finalized; actual amounts and timing may vary materially based on various factors. During 2025, we incurred $8.5 million of restructuring costs related to this initiative. In the six months ended June 30, 2026, we incurred an additional $3.8 million in restructuring related expenses, consistent with the previously announced plans. In addition, we incurred costs related to executive restructuring activities during the six months ended June 30, 2026, which were separate from the previously announced plans.

CINCINNATI FACILITY FLOOD DAMAGE

On July 17, 2026, our manufacturing facility in Cincinnati, Ohio sustained flood damage as a result of severe weather conditions. The flooding caused damage to portions of the facility, equipment, inventory and other assets and resulted in operational disruptions at the site. We responded immediately to the event and implemented our business continuity plans to support ongoing customer service and operational continuity. We are continuing to assess the full extent of the damage and finalize remediation and recovery plans. Based on our current assessment, including available inventory at our distribution centers and our insurance coverage, we do not currently expect the event to have a material adverse effect on our operations or financial condition. However, our evaluation of the full financial impact of the event remains ongoing, including the ultimate costs of remediation and restoration, the amount of any potential asset impairments, and the timing and extent of insurance recoveries. We maintain insurance coverage for property damage and business interruption losses and are actively working with our insurance carriers to assess available coverage and potential recoveries. While we believe the event may result in insurance recoveries, the amount and timing of any such recoveries cannot be assured. For additional information regarding the flood damage to the Cincinnati facility, see *Note 17. Subsequent Events*.

RESULTS OF OPERATIONS

Executive Summary

For the three and six months ended June 30, 2026, net income (loss) was $4.5 million and $(0.1) million, or $0.06 and $(0.00) per diluted share, as compared to net losses of $(484.1) million and $(509.4) million, or $(6.31) and $(6.65) per diluted share, for the three and six months ended June 30, 2025. The improvement in net income (loss) for the three and six months ended June 30, 2026 was primarily attributable to the goodwill impairment charge recognized in the prior year.

Special Charges

Income before taxes includes the following special charges**:**

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands	2026	2025	2026	2025
Acquisition, divestiture and integration-related charges[(1)]	$ 2,383	$ 4,963	$ 4,177	$ 11,187
Structural optimization charges	7,513	5,944	16,817	16,607
Braintree transition[(2)]	9,918	13,630	17,646	28,440
EU medical device regulation	2,439	10,681	10,326	21,625
Total	$ 22,253	$ 35,218	$ 48,966	$ 77,859

[(1)] This includes adjustments for contingent consideration liabilities. Refer to *Note 15. Commitments and Contingencies* for additional information.

[(2)] This primarily includes idle capacity charges, site transfer costs, quality remediation costs, right of use and fixed asset impairments.

The items reported above are reflected in the condensed consolidated statements of operations as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands	2026	2025	2026	2025
Cost of goods sold	$ 13,928	$ 19,862	$ 24,832	$ 40,571
Research and development	1,863	5,292	6,004	9,268
Selling, general and administrative	6,215	9,629	17,642	27,121
Other income	247	435	488	899
Total	$ 22,253	$ 35,218	$ 48,966	$ 77,859

We typically define special charges as items for which the amounts and/or timing of such expenses may vary significantly from period to period, depending upon our acquisition, divestiture, integration and restructuring activities; items for which the amounts are non-cash in nature; and items which are not expected to recur at the same magnitude. We believe that given our ongoing strategy of seeking acquisitions, our continuing focus on rationalizing our existing manufacturing and distribution infrastructure and our continuing review of various product lines in relation to our current business strategy, some of the special charges discussed above could recur with similar materiality in the future.

We believe that the separate identification of these special charges provides important supplemental information to investors regarding financial and business trends relating to our financial condition and results of operations. Investors may find this information useful in assessing the comparability of our operating performance from period to period, against the business model objectives that management has established, and against other companies in our industry. We provide this information to investors so that they can analyze our operating results in the same way that management does and to use this information in their assessment of our core business and valuation of the Company.

Revenues and Gross Margin

The Company’s revenues and gross margin on product revenues were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands	**2026**	**2025**	**2026**	**2025**
Segment Net Sales				
Specialty Surgery	$ 309,269	$ 303,958	$ 592,404	$ 584,622
Tissue Reconstruction	109,492	111,647	218,275	213,636
Total revenues	$ 418,761	$ 415,605	$ 810,679	798,258
Cost of goods sold	199,017	206,273	373,953	394,494
Gross margin on total revenues	$ 219,744	$ 209,332	$ 436,726	$ 403,764
Gross margin as a percentage of total revenues	52.5 %	50.4 %	53.9 %	50.6 %

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

Revenues and Gross Margin

For the three months ended June 30, 2026, total revenues increased by $3.2 million to $418.8 million from $415.6 million for the same period in 2025, representing low-single digit growth compared to the same period in the prior year.

In the Specialty Surgery segment, revenues were $309.3 million which represents an increase of $5.3 million, or 2% as compared to the prior-year period. Excluding the impact of foreign currency of $0.4 million, the increase in revenue is primarily driven by Neurosurgery and Surgical Instruments, offset by decreases in our ENT Solutions business.

In the Tissue Reconstruction segment, revenues were $109.5 million which represents a decrease of $2.2 million, or 2% as compared to the prior-year period. The decline was attributable to lower sales of MicroMatrix and Integra Skin, partially offset by growth in PriMatrix and DuraSorb. The decrease in Integra Skin sales was primarily due to the clearance of backorders in the prior-year period.

Gross margin was $219.7 million for the three months ended June 30, 2026, an increase of $10.4 million from $209.3 million for the same period in 2025. Gross margin as a percentage of revenues was 52.5% for the three months ended June 30, 2026 and 50.4% for the same period in 2025. The increase in gross margin is primarily attributable to a reduction in costs associated with the Braintree remediation, lower costs related to quality and operational issues, and improved manufacturing performance compared to the same period in the prior year.

Operating Expenses

The following is a summary of operating expenses as a percent of total revenues:

	Three Months Ended June 30,	
	2026	**2025**
Research and development	5.8 %	6.5 %
Selling, general and administrative	41.2 %	43.3 %
Intangible asset amortization	0.9 %	0.9 %
Goodwill Impairment	— %	123.0 %
Total operating expenses	47.9 %	173.7 %

Total operating expenses, which consist of research and development, selling, general and administrative, and amortization expenses, decreased by $521.5 million, or 72.2%, to $200.5 million in the three months ended June 30, 2026, compared to $722.0 million in the same period in 2025, mainly driven by the goodwill impairment charge in the second quarter of the prior year.

Research and Development

Research and development expenses for the three months ended June 30, 2026 decreased by $2.7 million as compared to the same period in the prior year, primarily attributable to reduced spending in EU MDR.

Selling, General and Administrative

Selling, general and administrative costs for the three months ended June 30, 2026 decreased by $7.5 million as compared to the same period in the prior year, primarily due a reduction in Acclarent integration costs and reduced spending in EU MDR.

Intangible Asset Amortization

Amortization expense (which does not include amounts reported in cost of product revenues for technology-based intangible assets) for the three months ended June 30, 2026 was $3.8 million, consistent with the same period in the prior year.

Non-Operating Income and Expenses

The following is a summary of non-operating income and expense:

	Three Months Ended June 30,	
Dollars in thousands	2026	2025
Interest income	$ 4,267	$ 4,710
Interest expense	(22,994)	(21,042)
Other income (expense), net	4,186	(1,946)
Total non-operating income and (expense)	$ (14,541)	$ (18,278)

Interest Income

Interest income for the three months ended June 30, 2026 decreased by $0.4 million as compared to the same period in the prior year.

Interest Expense

Interest expense for the three months ended June 30, 2026 increased by $2.0 million as compared to the same period in the prior year primarily due to higher interest rates on the borrowings under the revolving credit facility component of the Senior Credit Facility as compared to the interest rates on the 2025 Notes, which was repaid in August 2025.

Other Income (Expense), net

Other income (expense), net for the three months ended June 30, 2026 changed by $6.1 million as compared to the same period in the prior year, primarily driven by higher income on our cross currency swap contracts. For additional information regarding our cross-currency swap arrangements, see *Note 6. Derivative Instruments*.

Income Taxes

	Three Months Ended June 30,	
Dollars in thousands	2026	2025
Income (loss) before income taxes	$ 4,744	$ (530,952)
Provision (benefit) for income taxes	262	(46,879)
Effective tax rate	5.5 %	8.8 %

The Company's effective income tax rates for the three months ended June 30, 2026 and 2025 were 5.5% and 8.8%, respectively.

The 2026 effective tax rate was primarily impacted by tax benefits associated with returns filed in certain foreign jurisdictions, as well as the jurisdictional mix of income, including its impact on the Company's net Controlled Foreign Corporation tested income ("NCTI") inclusion, formerly referred to as Global Intangible Low Taxed Income ("GILTI"). The 2025 effective tax rate was primarily impacted by a partially non-deductible goodwill impairment charge, NCTI, and additional taxes related to global minimum tax requirements in certain foreign jurisdictions, partially offset by tax benefits from operating losses in certain jurisdictions.

The effective tax rate may vary from period to period due to factors including the geographic and business mix of taxable earnings and losses, tax planning activities, and settlements with taxing authorities. The Company evaluates these factors, together with its history of taxable earnings, when assessing the realizability of its tax assets on a quarterly basis.

Additionally, changes in tax laws or regulations in the jurisdictions in which the Company operates could impact its effective tax rate. Governments in the U.S. and abroad continue to focus on tax reform and revenue-raising legislation. On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”), was enacted in the U.S. The OBBBA includes several tax law changes, including extensions of certain 2017 Tax Cuts and Jobs Act provisions, immediate expensing of certain research and development costs, and changes to interest expense deduction limitations.

The Company continues to monitor tax legislation enacted by foreign jurisdictions in response to the Organization of Economic Cooperation and Development's (“OECD”) Pillar Two global minimum tax framework. Pillar Two generally provides for a 15% minimum tax on large multinational companies on a jurisdiction-by-jurisdiction basis, with certain provisions effective beginning in 2024.

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

Revenues and Gross Margin

For the six months ended June 30, 2026, total revenues increased by $12.4 million to $810.7 million from $798.3 million for the same period in 2025, representing low-single digit growth compared to the same period in the prior year.

In the Specialty Surgery segment, revenues were $592.4 million, an increase of $7.8 million, or 1% from the prior year period. Excluding the impact of foreign currency of $4.5 million, the increase in revenue is primarily driven by Neurosurgery, offset by decreases in our Surgical Instrument and ENT Solutions business.

In the Tissue Reconstruction segment, revenues were $218.3 million, an increase of $4.6 million, or 2% from the prior year period. This is primarily attributable to growth in Primatrix and Durasorb, offset by the impact of quality and operational issues associated with Medihoney.

Gross margin was $436.7 million for the six months ended June 30, 2026, an increase of $33.0 million from $403.8 million for the same period in 2025. Gross margin as a percentage of total revenue increased to 53.9% for the six months ended June 30, 2026 from 50.6% in the same period in 2025. The increase in gross margin is primarily attributable to a reduction in costs associated with the Braintree remediation, lower costs related to quality and operational issues, and improved manufacturing performance compared to the same period in the prior year.

Operating Expenses

The following is a summary of operating expenses as a percent of total revenues:

	Six Months Ended June 30,	
	2026	2025
Research and development	5.9 %	6.5 %
Selling, general and administrative	43.3 %	45.3 %
Intangible asset amortization	0.9 %	0.9 %
Goodwill Impairment	— %	64.1 %
Total operating expenses	50.1 %	116.8 %

Total operating expenses, which consist of selling, general and administrative expenses, research and development expenses, and amortization expenses, decreased by $526.0 million, or 56.4% to $406.0 million in the six months ended June 30, 2026, compared to $931.9 million in the same period in 2025, primarily driven by goodwill impairment recorded in the second quarter of the prior year.

Research and Development

Research and development expenses for the six months ended June 30, 2026 decreased by $4.0 million as compared to the same period, primarily attributable to reduced spending in EU MDR.

Selling, General and Administrative

Selling, general and administrative costs decreased by $10.7 million as compared to the same period in the prior year, primarily due a reduction in Acclarent integration costs and reduced spending in EU MDR.

Intangible Asset Amortization

Amortization expense (excluding amounts reported in cost of product revenues for technology-based intangible assets) for the six months ended June 30, 2026 was $7.5 million, consistent with the same period in the prior year.

We expect total annual amortization expense to be approximately $53.7 million for the remainder of 2026, $106.5 million in 2027, $102.9 million in 2028, $97.6 million in 2029, $91.5 million in 2030, $88.5 million in 2031 and $358.6 million thereafter.

Non-Operating Income and Expenses

The following is a summary of non-operating income and expenses:

	Six Months Ended June 30,	
Dollars in thousands	**2026**	**2025**
Interest income	$ 8,372	$ 9,130
Interest expense	(45,459)	(39,857)
Other income (expense), net	8,665	(2,090)
Total non-operating expense	$ (28,422)	$ (32,817)

Interest Income

Interest income for the six months ended June 30, 2026 decreased by $0.8 million as compared to the same period in the prior year.

Interest Expense

Interest expense for the six months ended June 30, 2026 increased by $5.6 million as compared to the same period in the prior year primarily due to higher interest rates on the borrowings under the revolving credit facility component of the Senior Credit Facility as compared to the interest rates on the 2025 Notes, which was repaid in August 2025.

Other Income (expense), net

Other income (expense), net for the six months ended June 30, 2026, increased by $10.8 million as compared to the same period in the prior year, primarily driven by higher income on our cross currency swap contracts. For additional information regarding our cross-currency swap arrangements, see *Note 6. Derivative Instruments*.

Income Taxes

	Six Months Ended June 30,	
Dollars in thousands	**2026**	**2025**
Income (loss) before income taxes	$ 2,333	$ (560,988)
Provision (benefit) for income taxes	2,467	(51,622)
Effective tax rate	105.7 %	9.2 %

The Company’s effective income tax rates for the six months ended June 30, 2026 and 2025 were 105.7% and 9.2%, respectively. The 2026 effective tax rate was primarily impacted by a tax expense related to a shortfall from stock-based compensation due to market conditions, partially offset by a tax benefit from returns filed in certain foreign jurisdictions. The 2025 effective tax rate was primarily impacted by a partially non-deductible goodwill impairment charge, NCTI, and additional taxes related to global minimum tax requirements in certain foreign jurisdictions, partially offset by tax benefits from operating losses in certain jurisdictions.

GEOGRAPHIC PRODUCT REVENUES AND OPERATIONS

We attribute revenues to geographic areas based on the location of the customer. Total revenue by major geographic area consisted of the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
Dollars in thousands	2026	2025	2026	2025
United States	$ 307,099	$ 306,308	$ 596,479	$ 588,525
Europe	42,572	42,594	82,535	77,920
Asia Pacific	48,697	47,732	93,908	92,837
Rest of World	20,393	18,971	37,757	38,976
Total Revenues	$ 418,761	$ 415,605	$ 810,679	$ 798,258

We generate significant revenues outside the U.S., a portion of which are U.S. dollar-denominated transactions conducted with customers that generate revenue in currencies other than the U.S. dollar. As a result, currency fluctuations between the U.S. dollar and the currencies in which those customers do business could have an impact on the demand for our products in foreign countries. Local economic conditions, regulatory compliance or political considerations, the effectiveness of our sales representatives and distributors, local competition and changes in local medical practice all may combine to affect our sales into markets outside the U.S.

LIQUIDITY AND CAPITAL RESOURCES

Working Capital

Working capital consists of total current assets less total current liabilities as presented in the consolidated balance sheets. The Company's working capital as of June 30, 2026 and December 31, 2025 was $860.6 million and $703.6 million, respectively. The increase in working capital is driven by the 2026 amendment of our Securitization Facility, which resulted in the reclassification of borrowings from current liabilities to long term liabilities.

Cash and Marketable Securities

The Company had cash and cash equivalents totaling approximately $214.4 million and $235.0 million at June 30, 2026 and December 31, 2025, respectively, which are valued based on Level 1 measurements in the fair value hierarchy. At June 30, 2026, our non-U.S. subsidiaries held approximately $185.1 million of cash and cash equivalents that are available for use outside the U.S. The Company asserts that it has the ability and intends to indefinitely reinvest the undistributed earnings from its foreign operations unless there is no material tax cost to remit the earnings into the U.S.

Short-Term Investments

The Company had short-term investments, primarily consisting of time deposits, which are valued based on Level 1 measurements in the fair value hierarchy, totaling approximately $59.7 million and $28.7 million, respectively, at June 30, 2026 and December 31, 2025.

Cash Flows

	Six Months Ended June 30,	
Dollars in thousands	2026	2025
Net cash provided by (used in) operating activities	$ 32,605	$ (2,338)
Net cash used in investing activities	(58,131)	(57,568)
Net cash provided by financing activities	7,479	14,238
Effect of exchange rate fluctuations on cash	(2,586)	17,207

Cash Flows Provided by or Used in Operating Activities

Operating cash flows for the six months ended June 30, 2026 increased by $34.9 million compared to the same period in 2025. Within operating cash flows, net income less non-cash adjustments increased for the six months ended June 30, 2026 by approximately $49.0 million, primarily due to the reduced impact of quality and operational issues in the current year compared to the prior period, as well as lower spending on EU MDR compliance and Braintree transition.

The changes in assets and liabilities for the six months ended June 30, 2026, net of business acquisitions, decreased cash flows by $56.8 million, mainly attributable to a decrease in accrued expenses and other current liabilities, due to payment of SIA contingent consideration, and an increase in other current assets. This is partially offset by improved customer collections.

The changes in assets and liabilities for the six months ended June 30, 2025, net of business acquisitions, decreased cash flows by $42.7 million, mainly attributable to increases in inventory and prepaid expenses and other current assets.

Cash Flows Used in Investing Activities

Uses of cash from investing activities for the six months ended June 30, 2026 were $31.0 million purchases of short term investments and $27.2 million paid for capital expenditures to support improvement initiatives at a number of our manufacturing facilities and other technology investments.

There were no sources of cash from investing activities for the six months ended June 30, 2026.

Uses of cash from investing activities during the six months ended June 30, 2025 were $49.1 million paid for capital expenditures to support improvement initiatives at a number of our manufacturing facilities, and other technology investments, as well as $8.5 million related to purchases of short-term investments.

There were no sources of cash from investing activities for the six months ended June 30, 2025.

Cash Flows Provided by Financing Activities

Uses of cash from financing activities in the six months ended June 30, 2026 related to the repayments of $60.5 million under our Senior Credit Facility and Securitization Facility. In addition, the Company paid $6.8 million related to payment of SIA contingent consideration, $1.6 million in cash taxes for net equity settlements, and $0.3 million in debt issuance costs.

Sources of cash from financing activities for the six months ended June 30, 2026 were $75.9 million of proceeds from borrowings of long term indebtedness and $0.8 million related to the proceeds from employee stock purchases.

Uses of cash from financing activities in the six months ended June 30, 2025 related to the repayments of $31.1 million under our Senior Credit Facility and Securitization Facility, as well as $16.5 million related to payments of Arkis and SIA contingent consideration. In addition, the Company paid $3.9 million in debt issuance costs and $2.4 million in cash taxes paid for net equity settlements.

Sources of cash from financing activities for the six months ended June 30, 2025 were $67.3 million of proceeds from borrowings of long-term indebtedness and $1.0 million related to the proceeds from the exercise of stock options.

Tariffs and Macroeconomic Environment

In April 2025, the U.S. government announced new tariffs on goods imported into the U.S. from dozens of countries, including China and the European Union member states. In response, governments have threatened or imposed reciprocal tariffs or taken other measures, and the United States is in the process of negotiating trade agreements with certain governments. In August 2025, the U.S. Court of Appeals for the Federal Circuit ruled against certain of the U.S. tariffs that have been implemented. The U.S. administration has appealed this ruling. In February 2026, the U.S. Supreme Court ruled to invalidate the U.S. administration's tariff program implemented under the International Emergency Economic Powers Act ("IEEPA"), concluding that IEEPA did not authorize the broad import duties previously imposed. Following the ruling, the U.S. administration announced a global 10.0% tariff under Section 122 of the Trade Act of 1974, which permits temporary import surcharges of up to 15% for a period of up to 150 days to address balance of payments deficits, with implementation effective almost immediately and subject to certain exemptions. Following the expiration of tariffs previously imposed under Section 122 in July 2026, the U.S. administration announced the immediate implementation of tariffs which apply to certain products we import under Section 301 of the Trade Act of 1974 at rates ranging from 10.0% to 12.5%. The timing, scope, and duration of these tariffs remain uncertain and are subject to change based on governmental actions.

Subsequent to the U.S. Supreme Court's decision, the U.S. Court of International Trade issued an order directing U.S. Customs and Border Protection ("CBP") to establish an administrative process to issue refunds of any IEEPA tariffs imposed without appropriate authority. On April 20, 2026, the CBP launched an online portal referred to as the Consolidated Administration and Processing of Entries ("CAPE") that can be used to facilitate the submission and processing of IEEPA tariff refund requests. As of June 30, 2026, the Company had submitted IEEPA tariff refund claims of $17.6 million, consisting of $16.7 million submitted through Phases 1 and 2 of CAPE and $0.9 million submitted through formal protests filed outside CAPE, all of which remain subject to CBP review and validation prior to the issuance of refunds. The Company expects the remaining amount will be received through Phase 3 of CAPE and through vendor refunds.

Any tariffs paid have been capitalized in inventory and have been recognized in cost of goods sold as those products subject to tariffs have been sold. In the first quarter of 2026, the Company applied the guidance within FASB Topic 405-20, *Liabilities - Extinguishments of Liabilities* ("ASC 405-20") and as a result, recognized a receivable of $19.0 million, recorded within other current assets, for tariffs previously paid on imported goods that are subject to refund. Of this amount $3.4 million had been previously expensed in 2025 to cost of goods sold, and $15.6 million would have been expensed in the current year. These adjustments relate to the legal right to receive a refund of IEEPA tariffs previously imposed on the Company without appropriate authority. During the six months ended June 30, 2026, the Company received cash refunds of $0.5 million, which reduced the receivable balance.

Tariffs have resulted in an increase in certain product costs and could have adverse impacts on, among other things, demand for our products and supply chains. Particularly, the U.S. import tariffs and reciprocal measures by China, are expected to increase the Company's cost of goods sold. The Company anticipates that some of its suppliers will incur incremental tariff-related costs, which may be passed on to the Company. Approximately half of our global revenue is generated from products manufactured in the U.S. In China, which accounts for approximately 5 percent of our total revenue, roughly half of the products we sell are manufactured in the United States.

Additionally, in September 2025, the U.S. Department of Commerce initiated national security investigations into medical equipment, devices, and robotics. The tariff environment has continued to shift, with new measures being proposed, paused, implemented, and countered, contributing to broader trade policy uncertainty.

The overall macroeconomic and geopolitical environment, including tariffs or changes in trade policies, slower economic growth or recession, market volatility and inflation, and uncertainty regarding all of the foregoing, pose risks that could impact our business, results of operations, financial condition and cash flows. The extent and duration of the tariffs and the resulting impact on general economic conditions and on the business are uncertain and are expected to be impacted by various factors, such as negotiations between the U.S. and affected countries, the responses of other countries or regions, exemptions or exclusions that already exist or may be granted, availability and cost of alternative sources of our products and materials, and our ability to offset the effects of any tariffs that might be imposed. For additional information on the risks that tariffs pose to the Company, please see *Part I, Item 1A. "Risk Factors"* of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

Credit Agreement, Convertible Senior Notes, Securitization and Related Hedging Activities

See *Note 5. Debt,* to the Notes to Unaudited Condensed Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for a discussion of our Senior Credit Facility, 2025 Notes, and Securitization Facility and *Note 6. Derivative Instruments,* to the Notes to Unaudited Condensed Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for discussion of our hedging activities.

The Senior Credit Facility is subject to various financial and negative covenants and, at June 30, 2026, the Company was in compliance with all such covenants. Our Consolidated Total Leverage Ratio was 4.10, with the covenant requirement at 5.00 at the end of June 30, 2026. As outlined in the table in *Note 5. Debt,* the covenant requirement will drop from 5.00 to 4.75 for the fiscal quarter ended September 30, 2026.

Dividend Policy

We have not paid any cash dividends on our common stock since our formation. Our Senior Credit Facility limits the amount of dividends that we may pay. Any future determinations to pay cash dividends on our common stock will be at the discretion of the Board of Directors and will depend upon our financial condition, results of operations, cash flows and other factors deemed relevant by the Board of Directors.

Capital Resources

We believe that our cash, cash equivalents, short-term investments and available borrowings under the Senior Credit Facility are sufficient to finance our operations and capital expenditures for the next twelve months and foreseeable future. Our future capital requirements will depend on many factors, including the growth of our business, the timing and introduction of new products and investments, strategic plans and acquisitions, and the potential impact of tariffs on our cost of goods sold and consumer demand for our products, among others. Additional sources of liquidity available to us include short-term borrowings and the issuance of long-term debt and equity securities.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet financing arrangements during the six months ended June 30, 2026 that have or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to our interests.

Contractual Obligations and Commitments

We will continue to have cash requirements to support seasonal working capital needs and capital expenditures, to pay interest, to service debt, and to fund acquisitions. As part of our ongoing operations, we enter into contractual arrangements that obligate us to make future cash payments.

Our primary obligations include principal and interest payments on the revolving credit facility and term loan component of the Senior Credit Facility and our Securitization Facility. See *Note 5. Debt,* to the Notes to Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for details. The Company also leases some of our manufacturing facilities and office buildings which have required future minimum lease payments. See *Note 9. Leases and Related Party Leases*, to the Notes to Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for a schedule of our future minimum lease payments. Amounts related to the Company's other obligations, including employment agreements and purchase obligations were not material.

The Company has future pension contribution obligations and contingent consideration obligations related to prior acquisitions. See *Note 8. Retirement Plans*, and *Note 15. Commitments and Contingencies*, to the Notes to Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for details. The associated obligations are not fixed.

The Company also has a liability for uncertain tax benefits including interest and penalties. See *Note 11. Income Taxes* to the Notes to Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for details. The Company cannot make a reliable estimate of the period in which the uncertain tax benefits may be realized.

OTHER MATTERS

Critical Accounting Estimates

We based the discussion and analysis of our financial condition and results of operations upon our consolidated financial statements, which have been prepared in conformity with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent liabilities, and the reported amounts of revenues and expenses. The critical accounting estimates discussed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 did not materially change in the six months ended June 30, 2026.

Recently Issued Accounting Standards

Information regarding new accounting pronouncements is included in *Note 1. Basis of Presentation*, to the Notes to Unaudited Condensed Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report), and is applicable to the current period's unaudited condensed consolidated financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to various market risks, including changes in foreign currency exchange rates and interest rates that could adversely affect our results of operations and financial condition. To manage the volatility relating to these typical business exposures, we may enter into various derivative transactions when appropriate. We do not hold or issue derivative instruments for trading or other speculative purposes.

Foreign Currency Exchange and Other Rate Risks

We operate on a global basis and are exposed to the risk that changes in foreign currency exchange rates could adversely affect our financial condition, results of operations and cash flows. We are primarily exposed to foreign currency exchange rate risk with respect to transactions and net assets denominated in Euros, British pounds, Swiss francs, Canadian dollars, Japanese yen, Israeli shekel, Australian dollars and Chinese yuan. We manage the foreign currency exposure centrally, on a combined basis, which allows us to net exposures and to take advantage of any natural offsets. To mitigate the impact of currency fluctuations on transactions denominated in nonfunctional currencies, we periodically enter into derivative financial instruments in the form of foreign currency exchange forward contracts with major financial institutions. We temporarily record realized and unrealized gains and losses on these contracts that qualify as cash flow hedges in other comprehensive income, and then recognize them in other income or expense when the hedged item affects net earnings.

From time to time, we enter into foreign currency forward exchange contracts to manage currency exposures for transactions denominated in a currency other than an entity's functional currency. As a result, the impact of foreign currency gains/losses recognized in earnings are partially offset by gains/losses on the related foreign currency forward exchange contracts in the same reporting period. Refer to *Note 6. Derivative Instruments*, to the Notes to Unaudited Condensed Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for further information.

We maintain written policies and procedures governing our risk management activities. With respect to derivatives, changes in hedged items are generally expected to be completely offset by changes in the fair value of hedge instruments. Consequently, foreign currency exchange contracts would not subject us to material risk due to exchange rate movements, because gains and losses on these contracts offset gains and losses on the assets, liabilities or transactions being hedged.

The results of operations discussed herein have not been materially affected by inflation.

Interest Rate Risk

Cash and Cash Equivalents - We are exposed to the risk of interest rate fluctuations on the interest income earned on our cash and cash equivalents. A hypothetical 100 basis points increase or decrease in interest rates applicable to our cash and cash equivalents outstanding at June 30, 2026 would impact interest income by approximately $2.1 million on an annual basis. We are subject to foreign currency exchange risk with respect to cash balances maintained in foreign currencies.

Short-Term Investments - We are exposed to the risk of interest rate fluctuations on the interest income earned on our short-term investments. A hypothetical 100 basis points movement in interest rates applicable to our short-term investments outstanding at June 30, 2026 would increase or decrease interest income by approximately $0.6 million on an annual basis.

Debt - Our interest rate risk relates primarily to U.S. dollar SOFR-indexed borrowings. We use interest rate swap derivative instruments to manage our earnings and cash flow exposure to changes in interest rates. These interest rate swaps fix the interest rate on a portion of our expected SOFR-indexed floating-rate borrowings. These interest rate swaps were designated as cash flow hedges as of June 30, 2026. The total notional amounts related to the Company's interest rate swaps were $900.0 million, of which all are effective as of June 30, 2026. Based on our outstanding borrowings at June 30, 2026, a 100 basis points change in interest rates would have impacted interest expense on the unhedged portion of the debt by $9.7 million on an annualized basis. See *Note 6. Derivative Instruments*, to the Notes to Unaudited Condensed Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for further information regarding interest rate swaps.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Management has designed our disclosure controls and procedures to provide reasonable assurance of achieving the desired control objectives.

As required by Exchange Act Rule 13a-15(b), we have carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2026. Based upon this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of June 30, 2026 to provide such reasonable assurance.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the quarter ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

In response to business integration activities, we have and will continue to further align and streamline the design and operation of the financial control environment to be responsive to the changing business model.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Please refer to *Note 15. Commitments and Contingencies,* to the Notes to Unaudited Condensed Consolidated Financial Statements (Part I, Item 1 of this Quarterly Report) for further details on current legal proceedings.

ITEM 1A. RISK FACTORS

There have been no material changes in our risk factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as previously filed with the SEC.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Recent Sale of Unregistered Securities:

None.

Purchases of Equity Securities:

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 Trading Plans

During the three months ended June 30, 2026, Michael McBreen, the Company's Executive Vice President and Chief Commercial Officer, adopted a trading plan intended to satisfy Rule 10b5-1(c) under the Exchange Act on June 11, 2026 to sell up to 27,040 shares of our common stock between September 10, 2026 and September 13, 2027, the date this plan expires. The sales will be made in accordance with the prices and formulas set forth in the plan and such plan terminates on the earlier of (i) the date all the shares under the plan are sold and (ii) September 13, 2027.

Other than as disclosed above, none of the Company's directors or officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement" (as defined in Item 408(c) of Regulation S-K) during the three months ended June 30, 2026.

ITEM 6. EXHIBITS

Exhibits	
3.1(a)	Amended and Restated Certificate of Incorporation of the Company dated February 16, 1993 (Incorporated by reference to Exhibit 3.1(a) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2005)
3.1(b)	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Company dated May 22, 1998 (Incorporated by reference to Exhibit 3.1(b) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1998)
3.1(c)	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Company dated May 17, 1999 (Incorporated by reference to Exhibit 3.1(c) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2004)
3.1(d)	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Company dated December 21, 2016 (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on December 22, 2016)
3.1 (e)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company dated May 9, 2024 (Incorporated by reference to Exhibit 3.1(e) to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024)
3.2	Third Amended and Restated Bylaws of Integra LifeSciences Holdings Corporation, effective as of February 21, 2023 (Incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022 filed on February 22, 2023)

10.1	Eighth Amended and Restated Credit Agreement, dated as of April 10, 2026, among Integra LifeSciences Holdings Corporation, the lenders party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, Citibank N.A., JPMorgan Chase Bank, N.A., Morgan Stanley MUFG Loan Partners, LLC, PNC Bank, N.A., Truist Securities, Inc. and Wells Fargo Bank, N.A., as Co-Syndication Agents, and The Bank of Nova Scotia, BMO Harris Bank N.A., BNP Paribas, Capital One, National Association, Citizens Bank, N.A., DNB Bank ASA, New York Branch, Santander Bank, N.A. and TD Bank, N.A., as Co-Documentation (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2026, filed on May 5, 2026)
10.2	Amendment No. 1 to Purchase and Sale Agreement, dated as of April 10, 2026, by and among Integra Receivables LLC, Integra LifeSciences Sales LLC, Integra LifeSciences Corporation, and acknowledged and agreed to by PNC Bank, N.A. (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2026, filed on May 5, 2026)
10.3*	Amendment No. 3 to the Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed May 8, 2026)
10.4*	Integra LifeSciences Holdings Corporation Directors Deferred Compensation Plan (Incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed on February 26, 2026)
10.5*+	Employment Agreement, dated May 1, 2026, by and between Integra LifeSciences Holdings Corporation, Integra LifeSciences Corporation and Stuart Essig
10.6*+	Form of Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan Restricted Stock Unit Award Agreement (May 2026)
10.7*+	Form of Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan Non-Qualified Stock Option Award Agreement (May 2026)
10.8*+	Separation and General Release Agreement, dated May 1, 2026, by and among Mojdeh Poul, Integra LifeSciences Holdings Corporation and Integra LifeSciences Corporation
31.1+	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2+	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1+	Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2+	Certification of Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS+#	Inline 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+#	Inline XBRL Taxonomy Extension Schema Document
101.CAL+#	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF+#	Inline XBRL Definition Linkbase Document
101.LAB+#	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE+#	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Indicates a management contract or compensatory plan or arrangement.

\+ Indicates this document is filed as an exhibit herewith.

\# The financial information of Integra LifeSciences Holdings Corporation Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 filed on July 29, 2026 formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statements of Operations and Comprehensive Income, (ii) the Condensed Consolidated Balance Sheets, (iii) Parenthetical Data to the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Cash Flows, and (v) Notes to Condensed Consolidated Financial Statements, is furnished electronically 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.

		INTEGRA LIFESCIENCES HOLDINGS CORPORATION
Date:	July 29, 2026	/s/ Stuart M. Essig, Ph.D. Stuart M. Essig, Ph.D. Chairman, President and Chief Executive Officer (Principal Executive Officer)
Date:	July 29, 2026	/s/ Lea Knight Lea Knight Executive Vice President and Chief Financial Officer (Principal Financial Officer)
Date:	July 29, 2026	/s/ Jeffrey A. Mosebrook Jeffrey A. Mosebrook Senior Vice President, Finance (Principal Accounting Officer)

EMPLOYMENT AGREEMENT

This Employment Agreement (this "**Agreement**"), by and between Integra LifeSciences Holdings Corporation, a Delaware corporation ("**Holdings**") and Integra LifeSciences Corporation ("**OpCo**" and, together with Holdings, the "**Company**"), and Stuart Essig ("**Executive**") is entered into and effective as of May 1, 2026 (the "**Effective Date**").

Background

The Company desires to employ Executive, and Executive desires to become an employee of the Company, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and intended to be legally bound hereby, the parties hereto agree as follows:

Terms

1. Definitions. The following words and phrases shall have the meanings set forth below for the purposes of this Agreement (unless the context clearly indicates otherwise):

(a) "**Accrued Obligations**" shall mean: (i) any accrued but unpaid Base Salary through the Termination Date; (ii) any earned, but unpaid, Annual Bonus for the year preceding the Termination Date (the "**Prior Year Bonus**"); (iii) any accrued, unused vacation or paid time off; and (iv) any accrued but unpaid expenses required to be reimbursed pursuant to Section 10 hereof. Accrued Obligations shall also include all benefits to which Executive or Executive's dependents or beneficiaries are entitled to under any employee benefit plan or program of the Company (or any of their affiliates).

(b) "**Base Salary**" shall have the meaning set forth in Section 5.

(c) "**Board**" shall mean the Board of Directors of Holdings, or any successor thereto.

(d) "**Cause**," as determined by the Board in good faith, shall mean Executive has

(i) failed to perform his stated duties in all material respects;

(ii) intentionally and materially breached any material obligation under this Agreement or materially breached any material policy of the Company or any of its subsidiaries (including any code of conduct or harassment policies);

(iii) demonstrated his personal dishonesty in connection with his employment by the Company;

(iv) engaged in fraud or embezzlement from the Company or any of its subsidiaries;

(v) engaged in a breach of fiduciary duty in connection with his employment with the Company;

(vi) engaged in willful misconduct that is materially and demonstrably injurious to the Company or any of its subsidiaries; or

(vii) been convicted or entered a plea of guilty or nolo contendere to a felony or to any other crime involving moral turpitude.

Notwithstanding the foregoing, except with respect to clause (vii), Executive's employment will not be terminated for Cause unless and until (1), the Company provides Executive with written notice setting forth in reasonable detail the facts and circumstances claimed by the Company to constitute Cause, which written notice must be delivered within sixty (60) days after any member of the Board (other than Executive) has knowledge of an event of condition constituting Cause and (2) Executive fails to cure or remedy such acts or omissions within fifteen (15) days following his receipt of such notice (and during such fifteen (15)-day period Executive has had the opportunity with the assistance of his own legal counsel to appear before the Board to address such matter). No termination of Executive's employment for Cause shall be effective unless such termination is in writing pursuant to action by a majority of the Board (excluding Executive) at a duly constituted meeting thereof.

(e) A "**Change in Control**" shall have the meaning set forth in the Plan, as in effect on the Effective Date, without regard to any amendments or modifications thereto, or the establishment of a successor plan, following the Effective Date.

(f) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(g) "**Compensation Committee**" shall mean the Compensation Committee of the Board.

(h) "**Disability**" shall mean Executive's inability to perform his duties hereunder, with or without any reasonable accommodation, by reason of any medically determinable physical or mental impairment which is expected to result in death or which has lasted or is expected to last for a continuous period of not fewer than six months.

(i) "**Good Reason**" shall mean:

(i) a material breach of this Agreement, or of any other material agreement entered into between the Company and Executive (including any agreement evidencing a stock option or other equity award and the indemnification agreement referenced in Section 18(m)), by the Company;

(ii) the failure of Executive to be appointed to the positions set forth in Section 2(a) hereof or the failure to be nominated or renominated for reelection as a director of the Board;

(iii) without Executive's express written consent, the relocation by the Company of Executive's office location to a location other than his principal residence;

(iv) without Executive's express written consent, the Company (1) reduces Executive's Base Salary or Target TDC opportunity, (2) materially reduces the aggregate fringe benefits provided to Executive or (3) except due to Executive's illness or incapacity, materially alters Executive's authority and/or title as set forth in Section 2 hereof in a manner reasonably construed to constitute a demotion, including, without limitation, the Company ceasing to be a public company or ceasing to be traded on the Nasdaq Global Select Market;

(v) without Executive's express written consent, Executive fails at any point during the two-year period following a Change in Control to hold the title and authority (as set forth in Sections 2 and 4(a) hereof) with the parent corporation (or if there is no parent corporation, the surviving corporation) that Executive held with the Company immediately prior to the Change in Control, provided Executive resigns within two years of the Change in Control; or

(vi) the Company fails to obtain the assumption of this Agreement by any successor to the Company.

Notwithstanding the foregoing, Executive's termination of employment will not be deemed to be for Good Reason unless (1) Executive provides the Company with written dated notice setting forth in reasonable detail the facts and circumstances claimed by Executive to constitute Good Reason within 60 days after the date of the occurrence of any event that Executive knows or should reasonably have known to constitute Good Reason, (2) the Company fails to cure such acts or omissions within 30 days following its receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than 60 days after the expiration of the Company's cure period.

(j) "**Plan**" shall mean Holdings' 2003 Equity Incentive Plan, as amended and restated from time to time (and any successor plan).

(k) "**Retirement**" shall mean Executive's voluntary resignation of employment with the Company effective on the Initial End Date, provided, that, Executive provides the Company with at least 180 days' prior written notice of Executive's intention to voluntarily resign.

(l) "**Target TDC**" shall mean, for each year during the Employment Period commencing on and after January 1, 2027, the sum of Executive's Base Salary, Target Bonus, and the aggregate grant date fair value of equity awards under Sections 8(a) and (b).

(m) "**Termination Date**" shall mean the date of Executive's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulation Section 1.409A-1(h)), as specified in the Termination Notice if such Termination Notice is applicable.

(n) "**Termination Notice**" shall mean a written dated notice which: (i) indicates the specific termination provision in this Agreement relied upon (if any); (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination of Executive's employment under such provision (with a period to cure as set forth in the definitions of Cause and Good Reason, as applicable, to the extent that the act or omission is capable of cure); (iii) specifies a Termination Date; and (iv) is given in the manner specified in Section 18(l).

2. Employment; Directorship; Location.

(a) Effective as of the Effective Date, Executive shall serve as the President and Chief Executive Officer of Holdings and OpCo, and Executive hereby agrees to accept such employment and agrees to render services to the Company and OpCo in such capacity (or in such other capacity in the future as the Board may reasonably deem equivalent to such position) on the terms and conditions set forth in this Agreement. Executive shall report to the Board.

(b) For the avoidance of doubt, Executive shall continue to serve as Executive Chairman of the Board throughout the Employment Period. During the Employment Period, the Company shall cause Executive to be renominated to stand for election to the Board at any meeting of stockholders of Holdings during which any such election is held and Executive's term as director will expire if he is not reelected; provided, however, that (i) the Company shall not be obligated to cause such nomination if any of the events constituting Cause have occurred and, if applicable, not been cured or Executive has issued a Termination Notice and (ii) the stockholders' failure to reelect Executive shall not constitute a termination of Executive's employment by the Company without Cause and shall not constitute an event giving rise to Good Reason. Unless otherwise agreed to in writing between the Company and Executive, the termination of Executive's employment shall not affect Executive's membership as a director of the Board.

(c) Executive's primary office location shall be his principal residence, which is currently Austin, Texas.

3. Term of Agreement. Unless earlier terminated by Executive or the Company as provided in Section 13 hereof, the term of Executive's employment under this Agreement (such term, the "**Employment Period**") shall commence on the Effective Date and terminate on the third anniversary of the Effective Date (the "**Initial End Date**"); provided, however, that the Executive and the Company may mutually agree to extend the Employment Period within ninety (90) days prior to the Initial End Date, and, if the Employment Period is not so extended, this Agreement and Executive's employment hereunder shall terminate on the Initial End Date.

4. Duties. Executive shall:

(a) have duties, authority and responsibilities reasonably consistent with his employment hereunder and shall faithfully and diligently do and perform all such acts and duties, and furnish such services as are assigned to Executive as of the Effective Date, and (subject to Section 2) such additional acts, duties and services as the Board may assign in the future; and

(b) devote his full professional time, energy, skill and best efforts to the performance of his duties hereunder, in a manner that will faithfully and diligently further the business and interests of the Company, and shall not be employed by or participate or engage in or in any manner be a part of the management or operations of any business enterprise other than the Company without the prior consent of the Board, which consent may be granted or withheld in its sole discretion; provided, however, that notwithstanding the foregoing, Executive may continue to serve as a member of the boards of directors of the companies at which Executive serves on the board immediately prior to the Effective Date and may serve on civic or charitable boards or committees so long as such service does not materially interfere with Executive's obligations pursuant to this Agreement. Except as provided above, the Company and Executive agree that Executive may participate on the board of directors (or similar governing bodies) of other entities subject to the prior written approval of the Board.

5. **Annual Compensation**. Executive's base salary rate shall be equal to $1,075,000 per annum. Executive's base salary, as determined in accordance with this Section 5 and as may be increased from time to time, is hereinafter referred to as his "**Base Salary**." Executive's Base Salary shall be payable in periodic installments in accordance with the Company's regular payroll practices in effect from time to time. The Base Salary shall be subject to annual review, but may not be decreased without Executive's express written consent. Any increase in the Base Salary shall be in the sole discretion of the Compensation Committee.

6. **Annual Bonus Opportunity**.

(a) **Annual Bonus**. Executive shall have the opportunity to receive an annual performance bonus in an amount targeted at 125% of Executive's Base Salary (the "**Target Bonus**"). For the avoidance of doubt, in the event performance objectives with respect to a performance period are achieved below threshold, no annual bonus will be earned pursuant to this Section 6(a) with respect to such performance period. The actual amount of any such annual bonus that the Company determines to pay to Executive (the "**Annual Bonus**") shall be based upon the satisfaction of performance objectives established and evaluated by the Compensation Committee in its sole discretion; provided that, to the extent that Executive's Annual Bonus for a year is based on objective performance targets, all or any elements of which are substantially similar to the objective performance targets of any other senior executive of the Company which the Compensation Committee determines have been satisfied, then Executive shall also be considered to have satisfied such elements of the performance targets. For calendar year 2026, Executive's Annual Bonus shall be pro-rated for Executive's period of employment from the Effective Date through December 31, 2026.

(b) **Time and Form of Payment**. The Compensation Committee shall, in its sole discretion, determine the extent to which the Annual Bonus shall be paid in cash and the extent to which such Annual Bonus shall be paid in the form of one or more equity-based awards (including equity-based awards settled on a deferred basis), provided that any portion of such Annual Bonus that is paid in the form of an equity-based award shall be fully vested as of the date on which such award is granted. The Annual Bonus, if any, will be paid in cash and/or by grant of an equity-based award by March 15 of the year following the applicable performance year, subject to Executive's continued employment through the payment date, except as expressly provided herein in connection with a termination of Executive's employment by the Company without Cause or by Executive for Good Reason, as provided in Section 13(b)(ii) or Section 13(c)(ii) hereof, or due to Retirement, as provided in Section 14(b) or due to death or Disability. For avoidance of doubt, Executive shall remain entitled to payment of a Prior Year Bonus if Executive's employment ends prior to payment of such Prior Year Bonus due to the termination of Executive's employment by the Company without Cause or by Executive for Good Reason, or due to Retirement, death or Disability.

7. **Benefit Plans**. Executive shall be entitled to participate in and receive benefits under any employee benefit plan or stock-based plan of the Company in accordance with their terms, and shall be eligible for any other plans and benefits covering executives of the Company, to the extent commensurate with his then duties and responsibilities fixed by the Board.

8. **Equity Compensation**.

(a) On or promptly following the Effective Date, Holdings shall grant to Executive a restricted stock unit award covering an aggregate number of shares of Holdings common stock such that the award has an aggregate grant-date fair market value equal to $4,000,000 (the "**RSU Award**"). Except as provided in Section 13 below, the RSU

Award shall vest as to one-third of the units covered thereby on the one-year anniversary of the Effective Date and as to the remaining two-thirds of such units in 24 monthly installments commencing on the first day of the month following the one-year anniversary of the Effective Date, subject to Executive's continued employment through the applicable vesting date. Except as set forth in Section 8(d), the terms and conditions of the RSU Award shall be governed in all respects by the terms and conditions of the applicable award agreement and the Plan.

(b) On or promptly following the Effective Date, Holdings shall grant to Executive an option to purchase shares of Holdings common stock (the "**Option**"). The aggregate number of shares of Holdings common stock subject to the Option shall be determined such that the aggregate grant-date fair value of the Option shall be $4,000,000, using the same assumptions that Holdings uses in the preparation of its financial statements. Except as provided in Section 13 below, the Option shall vest and become exercisable as to one-third of the shares covered thereby on the one-year anniversary of the Effective Date and as to the remaining two-thirds of such shares in 24 monthly installments commencing on the first day of the month following the one-year anniversary of the Effective Date, subject to Executive's continued employment through the applicable vesting date. The Option shall be a nonqualified stock option, shall have an exercise price per share equal to the Fair Market Value (as defined in the Plan) of Holdings' common stock on the applicable grant date, and have a maximum term of eight years from the applicable grant date. Except as set forth in Section 8(d), the terms and conditions of the Option shall be governed in all respects by the terms and conditions of the applicable award agreement and the Plan.

(c) Commencing with calendar year 2027, Executive will be eligible to receive equity-based compensation, as determined by the Board or the Compensation Committee from time to time, under any program(s) maintained by Holdings for its other senior executives; provided, however, that (i) no more than 50% of the aggregate grant-date fair value of all equity awards awarded to Executive for any such calendar year shall be in the form of performance stock units, and (ii) the terms and conditions applicable to any such equity awards shall be no less favorable to Executive than (A) with respect to restricted stock units and options, the terms and conditions applicable to the RSU Award and Option set forth in Sections 8(a) and (b) above and (B) with respect to performance stock units, the terms and conditions set forth in Section 8(d)(ii) below.

(d) Each of the RSU Award and Option, and each other restricted stock unit, performance stock unit, and stock option grant made to Executive (collectively "**Equity Awards**"), shall be set forth in a separate award agreement to be entered into by Executive and the Company that are substantially similar to the Company's forms of award agreements currently applicable to its senior executives; provided that (i) all Equity Awards consisting of restricted stock units or options shall have terms consistent with Sections 13(c) and 14 hereof and (ii) all Equity Awards consisting of performance stock units shall provide that (x) upon a termination of Executive's employment due to death or Disability, such performance stock units shall be fully vested as of the Termination Date and settled at the end of the performance period based on actual achievement of the applicable performance goals and (y) upon Retirement, (1) performance stock units granted more than 12 months prior to Retirement shall be fully vested as of the Termination Date and settled at the end of the performance period based on actual achievement of the performance goals and (2) performance stock units granted at least six but less than 12 months prior to Retirement shall be vested as of the Termination Date on a pro-rated basis (based on the number of months employed from the applicable grant date to the Termination Date) and settled at the end of the performance period based on actual achievement of the performance goals.

(e) The Company agrees that for so long as it is required to file reports under Sections 13 or 15(d) of the Exchange Act, it will maintain in effect a Form S-8 registration statement covering the issuance to Executive of the shares underlying Executive's then outstanding equity-based compensation awards.

9. Vacation. During the Employment Period, Executive shall be entitled to vacation in accordance with the plans, policies, programs and practices of the Company applicable to its senior executives, as in effect from time to time.

10. Business Expenses. The Company shall reimburse Executive or otherwise pay for all reasonable expenses incurred by Executive in furtherance of or in connection with the business of the Company, including, but not limited to, automobile and traveling expenses and all reasonable entertainment expenses, subject to such reasonable documentation, the applicable plans, policies, and practices of the Company applicable to its senior executives, as in effect from time to time, and other limitations as may be established by the Company. For avoidance of doubt, Executive shall be reimbursed for business class travel to the Company's office in Princeton, New Jersey and all incidental travel expenses related thereto.

11. Legal Fees. The Company shall reimburse Executive for up to $50,000 in legal fees and expenses actually incurred by Executive in connection with the drafting, review and negotiation of this Agreement and any related agreements on or prior to the Effective Date. Subject to Section 18(b) below, the Company shall pay or reimburse such legal fees and expenses within thirty (30) days following Executive's delivery to the Company of documentation evidencing such expenses (which may for avoidance of doubt omit narrative detail of services).

12. Disability. In the event Executive incurs a Disability, Executive's obligation to perform services under this Agreement will terminate, and the Board may terminate this Agreement upon written notice to Executive.

13. Termination.

(a) **Accrued Obligations**. Regardless of the reason for Executive's termination of employment, including a resignation by Executive other than for Good Reason or the termination of Executive's employment by the Company for Cause, Executive (or his estate or other legal representative, as the case may be) shall be paid or provided all Accrued Obligations, except that the Prior Year Bonus shall not be paid if Executive is terminated for Cause or resigns without Good Reason.

(b) **Termination without Cause or for Good Reason (No Change in Control)**. Except as provided in Sections 13(c) and 13(e) in the event of a Change in Control, and subject to Executive's execution and delivery of a general release attached as Exhibit A hereto (the "**Release**") which the Company shall provide Executive within five (5) days following the Termination Date, and the Release becoming effective within 60 days following the date the Release is provided to Executive, in the event that Executive's employment is terminated by the Company for a reason other than death, Disability or Cause or Executive terminates his employment for Good Reason, then, in addition to the Accrued Obligations, subject to Section 13(f) below:

(i) The Company shall pay to Executive a severance amount equal to 2.0 times the sum of (x) Executive's Base Salary and (y) Executive's Target Bonus, each as of his last day of active employment (but disregarding any reduction in violation of Sections 5 or 6 or that otherwise would be a basis for Good Reason), payable over the two-year period immediately following the Termination Date (the "**Severance Period**"), with such amount to be paid in substantially equal installments in accordance with the Company's regularly-scheduled payroll dates during the Severance Period with the first payment being made on the first normal payroll date following the effectiveness of the Release, and the amount(s) otherwise payable prior to such first payroll date shall be paid on such date without interest thereon;

(ii) The Company shall pay to Executive a pro-rata portion of Executive's Annual Bonus for the fiscal year in which the Termination Date occurs, based on actual results for such year (determined by multiplying the amount of such bonus which would be due for the full fiscal year by a fraction, the numerator of which is the number of days during the fiscal year of termination that Executive is employed by the Company and the denominator of which is the total number of days in such fiscal year), payable in a single lump sum no later than March 15 of the year following the year in which the Termination Date occurs (the "**Pro-Rata Bonus**");

(iii) The Company shall pay to Executive, for the period ending on the earliest of (A) 18 months following the Termination Date, (B) the date of Executive's full-time employment by another employer, (C) Executive's death, or (D) the first month in which Executive does not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to Executive's monthly premium cost for COBRA family health coverage under the Company's group health plan (such payments, "**COBRA Continuation Payments**"); and

(iv) All outstanding equity awards granted to Executive under any of Holdings' equity incentive plans (or awards substituted therefor covering the securities of a successor company), including for avoidance of doubt the Equity Awards referred to in Section 8, shall immediately become vested in full, provided, (i) all equity awards consisting of options, to the extent vested as of the Termination Date (after giving effect to any accelerated vesting that occurs in connection with such termination), shall remain exercisable until the earlier of (A) the fifth anniversary of the Termination Date or (B) the expiration date set forth in the applicable stock option agreement and (ii) all equity awards consisting of performance stock units shall be fully vested as of the Termination Date and settled at the end of the performance period based on actual achievement of the applicable performance goals..

(c) **Termination without Cause or for Good Reason (Change in Control)**. Notwithstanding anything to the contrary set forth in Section 13(b), and subject to Executive's execution and delivery of the Release which the Company shall provide Executive within five (5) days following the Termination Date, and the Release becoming effective within 60 days following the date the Release is provided to Executive, in the event that, on or within 24 months following, a Change in Control, Executive terminates his employment for Good Reason or Executive's employment is terminated by the Company for a reason other than death, Disability or Cause, in addition to the Accrued Obligations, subject to Section 13(f) below:

(i) The Company shall pay to Executive a severance amount equal to 2.99 times the sum of (a) Executive's Base Salary, and (b) Executive's Target Bonus, each as of his last day of active employment (but disregarding any reduction in violation of Sections 5 or 6 or that otherwise would be a basis for Good Reason). Any amount payable pursuant to this Section 13(c)(i) shall be paid in a single lump sum cash payment on the first normal payroll date following the effectiveness of the Release; provided, however, that if the Change in Control does not constitute a "change in control event" for purposes of Section 409A of the Code and the regulations promulgated thereunder, any amount payable pursuant to this Section 13(c)(i) instead shall be payable over the two-year period immediately following the Termination Date (the "**CIC Severance Period**"), with such amount to be paid in substantially equal installments in accordance with the Company's regularly-scheduled payroll dates during the CIC Severance Period with the first payment being made on the first normal payroll date following the effectiveness of the Release, and the amount otherwise payable prior to such first payroll date shall be paid on such date without interest thereon;

(ii) The Company shall pay to Executive the Pro-Rata Bonus as described in Section 13(b)(ii);

(iii) The Company shall pay to Executive COBRA Continuation Payments as described in Section 13(b)(iii); and

(iv) All outstanding equity awards granted to Executive under any of Holdings' equity incentive plans (or awards substituted therefor covering the securities of a successor company), including for avoidance of doubt the Equity Awards referred to in Section 8, shall immediately become vested in full, provided, (i) all equity awards consisting of options, to the extent vested as of the Termination Date (after giving effect to any accelerated vesting that occurs in connection with such termination), shall remain exercisable until the earlier of (A) the fifth anniversary of the Termination Date or (B) the expiration date set forth in the applicable stock option agreement and (ii) all equity awards consisting of performance stock units shall be fully vested as of the Termination Date and settled at the end of the performance period based on actual achievement of the applicable performance goals.

(d) Notwithstanding anything contained herein to the contrary, in the event Executive terminates employment under circumstances entitling him to the payments and benefits under Section 13(b), and a Change in Control occurs within 120 days after his Termination Date, then Executive shall be entitled to the payments and benefits set forth in Section 13(c), reduced by any severance payments paid to Executive pursuant to Section 13(b)(i) prior to the Change in Control.

(e) **Termination Notice**. Except in the event of Executive's death, a termination under this Agreement shall be effected by means of a Termination Notice.

(f) **Payment Delay**. Notwithstanding any provision to the contrary herein, no compensation or benefits, including without limitation any severance payments or benefits payable under this Section 13, shall be paid to Executive during the six-month period following Executive's "separation from service" (within the meaning of Section 409A(a)(2)(A)(i) of the Code) to the extent that the Company reasonably determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. Any amounts delayed as a result of the previous sentence shall be paid to Executive in a lump sum within 30 days after the end of such six-month period, and any amounts payable to Executive after the expiration of such six-month period under this Agreement shall continue to be paid to Executive in accordance with the terms of this Agreement. If Executive dies during such six-month period and prior to the payment of the delayed amounts hereunder, such unpaid delayed payments shall be paid to the personal representative of Executive's estate within 30 days after the date of Executive's death. If a portion of the severance pay or benefits is deferred compensation subject to Section 409A of the Code, and the payment thereof is contingent upon execution and nonrevocation of a general release of claims, and the period for considering or revoking the release spans two calendar years, then the portion of the severance pay or benefits that is deferred compensation will be paid or begin to be paid on the first business day of the second calendar year.

(g) **No Mitigation**. Executive shall not be required to mitigate the amount of any payment provided for in this Section 13 by seeking other employment or otherwise.

14. Equity Treatment upon Executive's Death, Disability, or Retirement; Pro-Rata Bonus on Retirement.

(a) **Death or Disability**. In the event that Executive's employment is terminated due to death or Disability, all outstanding equity awards granted to Executive under any of Holdings' equity incentive plans, including, for avoidance of doubt, the Equity Awards referred to in Section 8, shall immediately become vested in full, provided, (i) all equity awards consisting of options, to the extent vested as of the Termination Date (after giving effect to any accelerated vesting that occurs in connection with such termination), shall remain exercisable until the earlier to occur of (A) the fifth anniversary of the Termination Date or (B) the stated expiration date set forth in the applicable stock option agreement and (ii) all equity awards consisting of performance stock units shall, while fully vested as of the Termination Date, be settled at the end of the performance period based on actual achievement of the applicable performance goals.

(b) **Retirement**. In the event of Executive's Retirement or upon Executive's termination without Cause or for Good Reason after Executive has given proper notice of Retirement, all outstanding equity awards granted to Executive under any of Holdings' equity incentive plans, including, for the avoidance of doubt, the Equity Awards referred to in Section 8, shall immediately become vested in full, provided, (i) all equity awards consisting of options, to the extent vested as of the Termination Date (after giving effect to any accelerated vesting that occurs in connection with such termination), shall remain exercisable until the earlier to occur of (A) the fifth anniversary of the Termination Date or (B) the stated expiration date set forth in the applicable stock option agreement and (ii) all equity awards consisting of performance stock units shall, while fully vested as of the Termination Date, be settled at the end of the performance period based on actual achievement of the applicable performance goals. In addition, in the event of Executive's Retirement, Executive shall be entitled to receive the Pro-Rata Bonus.

15. Limitation on Payments.

(a) Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by Executive (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, including any payment or benefit received in connection with a termination of Executive's employment) (all such payments and benefits, including the payments and benefits under Section 13 hereof, being hereinafter referred to as the "**Total Payments**") would be subject (in whole or part) to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, the Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but such reduction shall be made only if (i) the net amount of such Total Payments as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). The Total Payments shall be reduced in the following order: (A) reduction of any cash severance payments otherwise payable to Executive that are exempt from Section 409A of the Code; (B) reduction of any other cash payments or benefits otherwise payable to Executive that are exempt from Section 409A of the Code, but excluding any payments attributable to any acceleration of vesting or payments with respect to any equity award that are exempt from Section 409A of the Code; (C) reduction of any other payments or benefits otherwise payable to Executive on a pro-rated basis or such other manner that complies with Section 409A of the Code, but excluding any payments attributable to any acceleration of vesting and payments with respect to any equity award that are exempt from Section 409A of the Code; and (D) reduction of any payments attributable to any acceleration of vesting or payments with respect to any equity award that are exempt from Section 409A of the Code, in each case beginning with payments that would otherwise be made last in time.

(b) Any determination required under this Section 14 shall be made in writing in good faith by independent auditors of nationally recognized standing (the "**Accounting Firm**") mutually agreed to between the Company and Executive. The Accounting Firm shall provide detailed supporting calculations to the Company and Executive. The Company and Executive shall provide the Accounting Firm with such information and documents as the Accounting Firm may reasonably request in order to make a determination under this Section 14. The Company shall be responsible for (i) all fees and expenses incurred by the Accounting Firm in connection with the calculations required by this Section 14, and, (ii) for all costs, fees and expenses payable to any independent third-party valuation firm retained by or at the request of the Accounting Firm or Executive to deliver an opinion as to the value of Executive's non-compete obligations to the Company.

(c) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account; (ii) no portion of the Total Payments shall be taken into account which, in the written opinion of the Accounting Firm, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of the Accounting Firm, constitutes reasonable compensation for services actually rendered (including for refraining from providing services), within the meaning of Section 280G(b)(4)(B) of the Code and regulations thereunder, in excess of the Base Amount (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Accounting Firm in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

16. Assignability. The Company may assign this Agreement and its rights and obligations hereunder in whole, but not in part, to any entity to which the Company may transfer all or substantially all of its assets, if in any such case said entity shall expressly in writing assume all obligations of the Company hereunder as fully as if it had been originally made a party hereto. This Agreement shall inure to the benefit of and be binding upon Holdings, OpCo and their respective successors and assigns. This Agreement is personal to Executive, and his rights and duties hereunder shall not be assigned except as expressly agreed to in writing by the Company.

17. Death of Executive. If Executive dies during the term of this Agreement, the Company shall pay to Executive's spouse a death benefit equal to one (1) times the sum of Executive's Base Salary and Target Bonus at the time of his death (but disregarding any reduction in violation of Sections 5 or 6 or that otherwise would have been a basis for Good Reason), which shall be paid to Executive's spouse in a lump sum cash payment within 30 days following the date of Executive's death. In addition, the Company shall pay to Executive's spouse and eligible dependents for the period ending on the earlier of (i) the applicable expiration date of COBRA coverage, or (ii) the first month in which Executive's spouse and/or eligible dependents do not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment that is equal to their monthly premium cost for the "COBRA" health coverage they elect under the Company's group health plan. The first monthly cash payment provided for in the immediately preceding sentence shall be paid within 30 days following the date of Executive's death and each monthly payment thereafter shall be paid on the first business day of each month, commencing with the second month that follows the date of Executive's death. Any amounts due to Executive under this Agreement (not including any Base Salary not yet earned by Executive) unpaid as of the date of Executive's death shall be paid in a single sum as soon as practicable following Executive's date of death, but no later than the first business day of the second month following Executive's death (or any earlier date as required by applicable law) to Executive's surviving spouse, or if none, to the duly appointed personal representative of his estate.

18. Certain Covenants.

(a) **Nondisparagement**. During and after Executive's employment or other service with the Company, Executive agrees to not, at any time, make, directly or indirectly, any oral or written statements that are disparaging of the Company, the products or services of the Company, or any of the Company's present or former officers, equity holders, directors or employees; provided that Executive may confer in confidence with his legal representatives and make demonstrably true statements. During and after Executive's employment or other service with the Company, the Company agrees that the Board members and the Company's officers shall not, at any time, make, directly or indirectly, any oral or written statements that are disparaging of Executive; provided that such individuals may confer in confidence with his or her or the Company's legal representatives and make demonstrably true statements.

(b) **Injunctive and Other Relief**.

(i) Executive acknowledges and agrees that the covenants contained herein are fair and reasonable in light of the consideration paid hereunder, and that damages alone shall not be an adequate remedy for any breach by Executive of his covenants contained herein and accordingly expressly agrees that, in addition to any other remedies which the Company may have, the Company shall be entitled to injunctive relief in any court of competent jurisdiction for any breach or threatened breach of any such covenants by Executive. Nothing contained herein shall prevent or delay the Company from seeking, in any court of competent jurisdiction, specific performance or other equitable remedies in the event of any breach or intended breach by Executive of any of its obligations hereunder.

(ii) Notwithstanding the equitable relief available to the Company, Executive, in the event of a breach of his covenants contained in Section 18 hereof, understands and agrees that the uncertainties and delay inherent in the legal process would result in a continuing breach for some period of time, and therefore, continuing injury to the Company until and unless the Company can obtain such equitable relief. Therefore, in addition to such equitable relief, the Company shall be entitled to monetary damages for any such period of breach until the termination of such breach, in an amount up to the amount of all monies received by Executive as a result of said breach.

(iii) If any provision of Section 18 is determined to be invalid or unenforceable by reason of its duration or scope, such duration or scope, or both, shall be deemed to be reduced to a duration or scope to the extent necessary to render such provision valid and enforceable. In such event, Executive shall negotiate in good faith to provide the Company with lawful and enforceable protection that is most nearly equivalent to that found to be invalid or unenforceable.

(c) **Exceptions**. Nothing contained in this Agreement shall prohibit Executive from reporting or communicating with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice), without notice to the Company, for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Executive's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), (1) Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) Executive acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(d) **Company**. For purposes of this Section 18, the term "**Company**" shall mean Integra LifeSciences Holdings Corporation and any corporation, partnership or other entity owned directly or indirectly, in whole or in part, by Integra LifeSciences Holdings Corporation.

(e) **Additional Restrictive Covenants**. As a condition to Executive's employment with the Company and the effectiveness of this Agreement, Executive agrees and acknowledges that Executive shall execute on the Effective Date the Confidentiality and Invention Disclosure and Non-Compete Agreement attached as Exhibit B hereto (the "**Restrictive Covenant Agreement**").

19. Miscellaneous.

(a) **Amendment**. No provision of this Agreement may be amended unless such amendment is signed by Executive and such officer as may be specifically designated by the Board to sign on the Company's behalf.

(b) **Section 409A**.

(i) This Agreement shall be interpreted to avoid any penalty taxes or interest under Section 409A of the Code. If any payment or benefit cannot be provided or made at the time specified herein without incurring taxes or interest under Section 409A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such taxes or interest will not be imposed. All payments of nonqualified deferred compensation subject to Section 409A of the Code to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" as defined under Section 409A of the Code. For purposes of Section 409A of the Code, each payment made under this Agreement shall be treated as a separate payment. In no event may Executive, directly or indirectly, designate the calendar year of payment.

(ii) To the extent that any payments or reimbursements provided to Executive under this Agreement are deemed to constitute compensation to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such payments or reimbursements shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (B) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (C) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (D) the right to reimbursement is not subject to liquidation or exchange for another benefit. If expenses are incurred in connection with litigation, any reimbursements under this Agreement shall be paid not later than the end of the calendar year following the year in which the litigation is resolved.

(c) **Nature of Obligations**. Nothing contained herein shall create or require the Company to create a trust of any kind to fund any benefits which may be payable hereunder, and to the extent that Executive acquires a right to receive benefits from the Company hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company.

(d) **Withholding**. The Company shall have the right to withhold from all payments made pursuant to this Agreement any federal, state, or local taxes and such other amounts as may be required by law to be withheld from such payments.

(e) **Prior Employment**. Executive represents and warrants that his acceptance of employment with the Company has not breached, and the performance of his duties hereunder will not breach, any duty owed by him to any prior employer or other person. Executive further represents and warrants to the Company that (i) the performance of his obligations hereunder will not violate any agreement between him and any other person, firm, organization or other entity, (ii) he is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by his entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement, and (iii) Executive's performance of his duties under this

Agreement will not require him to, and he shall not, rely on in the performance of his duties or disclose to the Company or any other person or entity or induce the Company in any way to use or rely on any trade secret or other confidential or proprietary information or material belonging to any previous employer of Executive.

(f) **Cooperation**. Upon the receipt of reasonable notice from the Company (including outside counsel), Executive agrees that, while employed by the Company and thereafter, Executive will respond and provide information, as promptly as reasonably practicable, with regard to matters in which Executive has knowledge as a result of Executive's employment with the Company, and will provide reasonable assistance to the Company and its representatives, at the Company's expense (including, without limitation, expenses reasonably incurred by Executive in cooperating and assisting hereunder), in defense of any claims that may be made against the Company (other than by Executive), and will reasonably assist the Company in the prosecution of any claims that may be made by the Company (other than against Executive), to the extent that such claims may relate to the period of Executive's employment with the Company (collectively, the "**Claims**"). Executive agrees to promptly inform the Company if Executive becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company. Executive also agrees to promptly inform the Company (to the extent that Executive is legally permitted to do so) if Executive is asked to assist in any investigation of the Company (or its actions) or another party attempts to obtain information or documents from Executive (other than in connection with any litigation or other proceeding in which Executive is a party-in-opposition) with respect to matters Executive believes in good faith to relate to any investigation of the Company, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company with respect to such investigation, and shall not do so unless legally required. During the pendency of any litigation or other proceeding involving Claims, Executive shall not communicate with anyone (other than Executive's attorneys and tax and/or financial advisors and except to the extent that Executive determines in good faith is necessary in connection with the performance of Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company without giving prior written notice to the Company or the Company's counsel. The Company agrees to reimburse or advance Executive for all reasonable expenses incurred by Executive in providing the assistance set forth herein in accordance with and subject to the Company's expense reimbursement policies.

(g) **Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In the event of a conflict between a heading and the content of a Section, the content of the Section shall control.

(h) **Recoupment**. To the extent required by applicable law, any applicable securities exchange listing standards or the Company's Incentive Compensation Recovery Policy or Clawback Policy (each, as amended from time to time, or any successor or replacement policy), any amounts paid or payable under this Agreement (including, without limitation, amounts paid prior to the effectiveness of such law or listing standards) shall be subject to forfeiture, repayment or recapture to the extent required by such applicable law, policy or listing standard.

(i) **Gender and Number**. Whenever used in this Agreement, a neuter pronoun is deemed to include both the masculine and the feminine, unless the context clearly indicates otherwise. The singular form, whenever used herein, shall mean or include the plural form where applicable.

(j) **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under any applicable law, such event shall not affect or render invalid or unenforceable any other provision of this Agreement and shall not affect the application of any provision to other persons or circumstances.

(k) **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, executors and administrators.

(l) **Notice**. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by documented overnight delivery service or by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company:

Integra LifeSciences Holdings Corporation
1100 Campus Road
Princeton, New Jersey 08540
Attn: General Counsel

To Executive: at Executive's most recent address on the records of the Company

(m) **Effectiveness; Entire Agreement**. This Agreement and the Restrictive Covenant Agreement shall become effective as of the Effective Date. As of the Effective Date, this Agreement, together with the Restrictive Covenant Agreement, sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof; provided, however, that certain Indemnification Agreement, dated as of February 15, 2019, between the Company and Executive, all outstanding equity awards granted by the Company to Executive prior to the Effective Date shall remain in full force and effect, as shall any other written agreement to which Executive and the Company are party that contains restrictive covenants, and Executive shall remain entitled to any benefits, including deferred compensation, he earned or accrued under any Company benefit plan or arrangement prior to the Effective Date. This Agreement and the obligations and commitments hereunder shall neither commence nor be of any force or effect prior to the Effective Date.

(n) **Governing Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the United States where applicable and otherwise by the laws of the State of Delaware.

[*Signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

/s/ Renee Lo
By: Renee Lo
Title: Authorized Signatory

INTEGRA LIFESCIENCES CORPORATION

/s/ Chantal Veillon
By: Chantal Veillon
Title: Chief Human Resources Officer

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

EXECUTIVE

/s/ Stuart Essig
Stuart Essig

Exhibit A

GENERAL RELEASE

[*These materials have been omitted pursuant to Item 601(a)(5) of Regulation S-K under the Securities Act of 1933, as amended. The registrant agrees to furnish supplementally a copy of the omitted materials to the Securities and Exchange Commission upon request.*]

Exhibit B

CONFIDENTIALITY AND INVENTION DISCLOSURE AND NON-COMPETE AGREEMENT

[*These materials have been omitted pursuant to Item 601(a)(5) of Regulation S-K under the Securities Act of 1933, as amended. The registrant agrees to furnish supplementally a copy of the omitted materials to the Securities and Exchange Commission upon request.*]

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "**Award Agreement**"), dated as of [ ] (the "**Award Date**"), is made by and between Integra LifeSciences Holdings Corporation**,** a Delaware corporation (the **"Company**"), and [ ], hereinafter referred to as the "**Participant**," a Key Employee or Associate (as defined in the Plan).

WHEREAS, the Company has established and maintains the Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan, as amended from time to time (the "**Plan**");

WHEREAS, the Company, Integra LifeSciences Corporation and Participant entered into that certain Employment Agreement dated as of May 1, 2026 (the "**Employment Agreement**");

WHEREAS, in accordance with the Employment Agreement, the Company desires to grant an award of Restricted Stock Units ("**RSUs**") as provided for herein to the Participant in consideration of his acceptance of the positions of President and Chief Executive Officer of the Company and as an incentive for his efforts for the Company or its Related Corporations or Affiliates;

WHEREAS, Restricted Stock Units can be granted, and the shares of common stock of the Company (the "**Shares**") subject to the RSUs can be issued, under Section 7.8 of the Plan; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 **"Award Date"** shall have the meaning set forth in the recitals.

Section 1.2 **"Cause"** shall mean "Cause" as defined in the Employment Agreement.

Section 1.3 **"Covenants Agreement"** shall mean the Confidentiality and Invention Disclosure and Non-Compete Agreement by and between the Company and the Participant, executed in connection with the Award Agreement in Appendix A.

Section 1.4 **"Effective Date"** shall mean the "Effective Date" as set forth in the Employment Agreement.

Section 1.5 **"Plan"** shall have the meaning set forth in the recitals.

Section 1.6 "**Restricted Stock Units**" or "**RSUs**" shall mean a conditional right to receive Shares pursuant to the terms of the Plan and this Award Agreement upon vesting and settlement as set forth in this Award Agreement.

Section 1.7 "**Rule 16b-3**" shall mean that certain Rule 16b-3 under the U.S. Exchange Act, as such Rule may be amended from time to time.

Section 1.8 "**Secretary**" shall mean the Secretary of the Company.

Section 1.9 **"Service Recipient"** shall mean the Company, Related Corporation or Affiliate with which the Participant has an employment or service relationship.

Section 1.10 **"Termination Date"** shall mean the date the Participant is no longer actively providing services to the Company, a Related Corporation or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where the Participant is employed or rendering services or the terms of the Participant's employment or service agreement, if any) and, unless otherwise expressly provided for in this Award Agreement or determined by the Company, will not be extended by any notice period (e.g., the Participant's period of employment or service will not include any contractual notice period). The Committee shall have the exclusive discretion to determine when the Participant's service is terminated for purposes of this Award of RSUs (including when the Participant is no longer considered to be providing service while on a leave of absence).

ARTICLE II.
GRANT OF RESTRICTED STOCK UNITS AND ISSUANCE OF SHARES

Section 2.1 **Grant of RSUs.** The Company hereby grants [ ] RSUs to the Participant as of the Award Date, in accordance with and subject to the terms, conditions and restrictions of this Award Agreement and the Plan. RSUs shall be credited to an account maintained for the Participant on the books of the Company, as of the Award Date.

Section 2.2 **Vesting of RSUs.** Subject to the terms and conditions of this Award Agreement and the Plan, 33.3% of the RSUs awarded hereunder shall vest on each of the first anniversary of the "Effective Date" (as defined in the Employment Agreement) and 66.7% shall vest in 24 monthly installments commencing on the first day of the month following the one-year anniversary of the Effective Date (each such date a "**Vesting Date**"), provided the Participant remains employed or in the service of the Company and/or any Related Corporation through the applicable Vesting Date.

Section 2.3 **Termination of Service (other than as set forth in Sections 2.4 and 2.5).** Upon the Participant's termination of service prior to a Vesting Date, other than as set forth in Section 2.4 or Section 2.5 below, any RSUs granted to the Participant under this Award Agreement which have not yet vested on the Termination Date shall terminate without payment and shall be of no further force or effect from and after the Termination Date.

Section 2.4 **Death, Disability or Retirement.** Notwithstanding Section 2.2, if the Participant terminates employment with the Company due to death, "Disability" (as defined in the Employment Agreement) or "Retirement" (as defined in the Employment Agreement), all unvested RSUs held by the Participant immediately prior to such termination of employment shall thereupon become fully vested and all forfeiture restrictions thereupon shall lapse.

Section 2.5 **Involuntary Termination.** In the event that the Participant's employment with the Company terminates under any of the circumstances set forth in Section 13(b) or (c) of the Employment Agreement, which for the avoidance of doubt is an involuntary termination without Cause, a resignation for "Good Reason" (as defined in the Employment Agreement), whether before, on or after a "Change in Control" (as defined in the Employment Agreement), subject to the Participant's execution of a "Release" (as defined in the Employment Agreement) in the manner set forth in the Employment Agreement, all unvested RSUs held by the Participant immediately prior to such termination of employment shall thereupon become fully vested and all forfeiture restrictions shall thereupon lapse.

Section 2.6 **Acceleration of Vesting.** Notwithstanding the provisions of Sections 2.2, 2.3, 2.4, and 2.5, the Compensation Committee of the Company (the "**Committee**") may, in its sole discretion, at any time prior to or following the events contemplated in such Sections, permit the vesting of any or all RSUs held by the Participant and the issuance of Shares in respect of such RSUs in the manner and on the terms authorized by the Committee, provided that the Committee will not, in any case, authorize the vesting of an RSU or the issuance of a Share pursuant to this Section beyond the Vesting Date. If so accelerated, such RSUs will be considered as having vested as of the date specified by the Committee. The payment of Shares upon vesting pursuant to this Section 2.6 shall in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A of the Code and the regulations promulgated thereunder ("**Section 409A**"). The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence. Notwithstanding anything in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Award Date), if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the Participant's termination of service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to the Participant's death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of such termination of service and (y) the payment of such accelerated RSUs will result in the imposition of additional tax under Section 409A if paid to the Participant on or within the six (6) month period following the Participant's termination of service, then the payment of such accelerated RSUs will not be made until the date six (6) months and one (1) day following the date of Participant's termination of service, unless the Participant dies following his or her termination of service, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death.

Section 2.7 **Settlement.** On or as soon as administratively practicable (and any event within 30 days) following each Vesting Date, the Company shall cause to be issued to the Participant Shares with respect to the RSUs that become vested on such Vesting Date or sooner pursuant to Section 2.4, 2.5 or 2.6.

Section 2.8 **Fractions.** No fractional Share will be issued pursuant to an award granted hereunder. The number of Shares issuable to the Participant upon payment of any award granted under this Award Agreement will be rounded down to the nearest whole number of Share. No payment or other adjustment will be made with respect to the fractional Share so disregarded.

Section 2.9 **Section 409A.** It is the intent of this Award Agreement and the Plan that this Award Agreement and the Plan and all payments and benefits to U.S. taxpayers thereunder be exempt from, or comply with, the requirements of Section 409A so that none of the RSUs provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted in accordance with such intention. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Section 409A. However, in no event will the Company reimburse the Participant, or be otherwise responsible for, any taxes or costs that may be imposed on the Participant as a result of Section 409A. To the extent that any provision of the

Award Agreement or the Plan would cause a conflict with the requirements of Section 409A of the Code or would cause the administration of the Award Agreement to fail to satisfy the requirements of Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

Section 2.10 **Adjustments to Restricted Stock Units.** In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Company or other distribution of the Company's assets to stockholders (other than the payment of ordinary cash dividends), the account of the Participant and the RSUs held by the Participant shall be adjusted in such manner, if any, as the Committee may in its discretion deem appropriate to preserve, proportionally, the interests of the Participant under the Plan.

Section 2.11 **Restrictive Covenants.** As a condition precedent to the grant of the RSUs, the Participant hereby agrees to be subject to the confidentiality, inventions assignment, non-competition and other restrictive covenants set forth in the Covenants Agreement.

Section 2.12 **Forfeiture/Clawback.** Notwithstanding anything contained in the Plan or the Award Agreement to the contrary, the RSUs shall be subject to the provisions of any clawback, repayment, recapture or recoupment policy implemented by the Company, including any such policy(ies) adopted to comply with applicable law (including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 10D of the Securities Exchange Act of 1934, as amended), governmental regulation or securities exchange listing standards and any rules or regulations promulgated thereunder, to the extent set forth in such policy and/or in any notice or agreement relating to the RSUs under the Plan. The Company may reduce, cancel, or withhold against the RSUs or any other outstanding unvested or vested cash or equity based compensation owed or due to the Participant, in each case, to the fullest extent permitted by applicable law in order to enforce the terms of any such clawback policy(ies).

ARTICLE III.
ADDITIONAL TERMS AND CONDITIONS

Section 3.1 **Status of Plan.** The terms of the Plan are incorporated by reference into, and made part of, this Award Agreement. In the event of a conflict between the Plan and this Award Agreement, the terms of the Plan shall govern.

Section 3.2 **Committee's Authority.** The Committee shall have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested persons. The Committee shall not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement. The Committee shall, in its absolute discretion, determine when such conditions have been fulfilled.

Section 3.3 **Nature of Grant**. By accepting the grant of the RSUs, the Participant acknowledges, understands and agrees that, except as does not conflict with the Employment Agreement:

(i) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time to the extent permitted in the Plan;

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

(iii) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

(iv) the Participant is voluntarily participating in the Plan;

(v) in consideration of an in exchange for the issuance of the RSUs pursuant to this Award Agreement and other good and valuable consideration as set forth herein, the receipt and sufficiency of which are hereby acknowledged by the Participant, the Participant shall be bound by the Covenants Agreement;

(vi) except to the extent explicitly and minimally required under applicable legislation, no Affiliate or Related Corporation (including, but not limited to, the Service Recipient) has any obligation to make any payment of any kind to the Participant under this Award Agreement;

(vii) the grant of the RSUs and any Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(viii) unless otherwise agreed with the Company in writing, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of a Related Corporation or an Affiliate;

(ix) except to the extent explicitly and minimally required under applicable legislation, the award of the RSUs and the Shares subject to the RSUs, and the income from and value of same are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, end of service payments, bonuses, retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Related Corporation or Affiliate;

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

(xi) except to the extent explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the Participant's termination of employment, or other service relationship (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); and

(xii) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan or sale of the Shares acquired upon vesting and settlement of the RSUs. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

Section 3.4 **Responsibility for Taxes.** The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Service Recipient, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account, and other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed applicable to the Participant ("**Tax-Related Items**") is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. The Participant further acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs or the underlying Shares, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions paid on the Shares, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(i) Tax Withholding. Prior to any relevant taxable or tax withholding event, as applicable, the Participant agrees to make arrangements satisfactory to the Company and the Service Recipient to satisfy any applicable withholding obligations the Company or the Service Recipient may have for Tax-Related Items. In this regard, the Participant authorizes the Company and the Service Recipient, as applicable, and their respective agents to satisfy any applicable withholding obligation for Tax-Related Items by one or a combination of the following, as directed by the Participant:

(a) withholding from wages or other cash compensation payable to the Participant by the Company or any Service Recipient;

(b) by the Participant tendering a cash payment or making a payment in a form acceptable to the Company or the Service Recipient;

(c) withholding from proceeds of the sale of Shares to be issued upon vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent);

(d) withholding in Shares to be issued upon vesting of the RSUs (in which case the Participant will be deemed to have been issued the full number of Shares subject to the vested portion of the RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items); and

(e) any other method acceptable to the Company and to the extent required under the Plan and applicable laws, approved by the Committee.

The Company and/or the Service Recipient may withhold or account for Tax-Related Items by considering statutory withholding rates or other applicable withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding or if the maximum applicable rate for the Participant's jurisdiction is used in connection with the withholding methods described in (c) or (d) above, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent amount in Shares), or if not refunded, the Participant may be able to seek a refund from the applicable tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Service Recipient. If any applicable withholding obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items. The Participant agrees to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations for Tax-Related Items.

(ii) Tax Consequences. The Participant has reviewed with his or her own tax advisors the applicable tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, the Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral.

Section 3.5 **Restricted Stock Units Non-Transferable.** Except to the limited extent provided in Section 2, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

Section 3.6 **Unfunded and Unsecured Plan.** The Participant acknowledges that the Plan is unfunded and the Company's obligations under the Plan and this Award Agreement are unsecured and that, to the extent the Participant or his or her estate holds any rights by virtue of a grant of RSUs, such rights shall be no greater than the rights of an unsecured creditor of the Company.

Section 3.7 **No Stockholder Rights.** Under no circumstances shall RSUs be considered Shares or other securities of the Company, nor shall they entitle the Participant to exercise voting rights, to receive dividends or other distributions or credit therefor, or to exercise or receive any other rights attaching to the ownership of Shares or other securities of the Company, nor shall the Participant be considered the owner of Shares by virtue of the award of RSUs.

Section 3.8 **No Guarantee of Continued Employment. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE OR SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SERVICE RECIPIENT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR, AS APPLICABLE, ACQUIRING SHARES HEREUNDER. THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH IN THE NOTICE OF GRANT OF AWARD DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE OR SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR SUBSIDIARY EMPLOYING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S EMPLOYMENT OR SERVICE RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.**

Section 3.9 **Notices.** Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 3.9, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 3.9. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the U.S. Postal Service or comparable foreign postal service.

Section 3.10 **Compliance with Laws.** Notwithstanding any other provision of the Plan or this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to permit the issuance and/or deliver any Shares prior to the completion of any registration or qualification of the Shares under any U.S. or non-U.S. local, state or federal securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (**"SEC"**) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares subject to the RSUs. Further, the Participant agrees that the Company shall have unilateral authority to amend this Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of the Shares subject to the RSUs.

Section 3.11 **Modifications to the Award Agreement.** Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code prior to the actual issuance of Shares pursuant to this award of RSUs.

Section 3.12 **Amendment, Suspension or Termination of the Plan.** By accepting this Award Agreement or RSUs, the Participant expressly warrants that he or she has received an award of RSUs under the Plan, and has received, read and understood a description of the Plan. The Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

Section 3.13 **Governing Law and Venue.** The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New Jersey and agree that such litigation shall be conducted in the state and/or federal courts located in New Jersey, where this grant is made and/or to be performed.

Section 3.14 **Assignment.** Rights and obligations of the Company under this Award Agreement may be assigned by the Company to a successor in the business of the Company, any company resulting from any amalgamation, reorganization, combination, merger or arrangement of the Company, or any company acquiring all or substantially all of the assets or business of the Company.

Section 3.15 **Electronic Delivery and Acceptance. The Participant hereby consents to receive the Notice of Grant of Award and Award Agreement and any other documents related to this award or future awards by electronic delivery and to accept this or future awards through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company. The Participant acknowledges that he/she has read, understands and agrees to the terms of the Notice of Grant of Award and Award Agreement. Further, if the Participant does not decline the Award by written notice to the Company no later than 60 days following the date of grant or such other date that may be communicated by the Company, the Company will automatically accept the Award, subject to all terms and conditions set forth in the Notice of Grant of Award and Award Agreement and the Plan, on the Participant's behalf. If the Participant properly declines the Award, the Award will be cancelled and the Participant will not be entitled to any benefits from the Award nor any compensation or benefits in lieu of the cancelled Award.**

Section 3.16 **Waivers.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Award Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

Section 3.17 **Entire Agreement.** The Notice of Grant of Award, this Award Agreement, the Covenants Agreement, and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof. The Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein.

Section 3.18 **Severability.** The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Section 3.19 **Language.** The Participant acknowledges that the Participant is sufficiently proficient in English or has consulted with an advisor who is sufficiently proficient in English so as to allow the Participant to understand the terms and conditions of this Award Agreement. If the Participant has received this Award Agreement, or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Section 3.20 **Insider Trading and Market-abuse Laws.** The Participant acknowledges that, depending on the Participant's or his or her broker's country of residence or where the Shares are listed, the Participant may be subject to insider-trading restrictions and/or market-abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., the RSUs), or rights linked to the value of Shares (e.g., phantom awards, futures) during such times as the Participant is considered to have "inside information" regarding the Company (as defined by law or regulations in the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties, including fellow employees, or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider-trading policy. The Participant understands that it is the Participant's responsibility to comply with any applicable restrictions as well as any Company insider trading policy, and the Participant should consult his or her personal legal advisor on this matter.

Section 3.21 **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on this award of RSUs and on any Shares received from the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT **Electronic signature to be provided and recorded via online grant acceptance process on www.etrade.com** __________	INTEGRA LIFESCIENCES HOLDINGS CORPORATION ____________________________ Name: Title:

Appendix A

CONFIDENTIALITY AND INVENTION DISCLOSURE AND NON-COMPETE AGREEMENT

[*This appendix has been omitted pursuant to Item 601(a)(5) of Regulation S-K under the Securities Act of 1933, as amended. The registrant agrees to furnish supplementally a copy of the omitted annex to the Securities and Exchange Commission upon request.*]

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
FIFTH AMENDED AND RESTATED 2003 EQUITY INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT

NON-QUALIFIED STOCK OPTION AGREEMENT (together with the attached Notice of Grant of Stock Options and Option Agreement ("Notice of Grant"), the "Option Agreement") made as of the date (the "Grant Date") set forth in Notice of Grant, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and the named Key Employee of the Company, a Related Corporation, or an affiliate (the "Employee").

WHEREAS, the Company, Integra LifeSciences Corporation and Employee entered into that certain Employment Agreement dated as of May 1, 2026 (the "Employment Agreement");

WHEREAS, in accordance with the Employment Agreement, the Company desires to afford the Employee an opportunity to purchase shares of common stock of the Company, par value $.01 per share ("Common Stock"), as hereinafter provided, in accordance with the provisions of the Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan, as amended (the "Plan"). Requests for hardcopies of the "Plan" should be directed to Mythili Seshan at the New Jersey Corporate Office.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Grant of Option. Effective [ ], the Company hereby grants to the Employee a non-qualified stock option (the "Option") to purchase all or any part of an aggregate of the number of shares of Common Stock as set forth in the attached Notice of Grant, subject to adjustment in accordance with Section 8 of the Plan.

Purchase Price. The purchase price per share of the shares of Common Stock covered by the Option shall be that set forth in the attached Notice of Grant, subject to adjustment in accordance with Section 8 of the Plan. It is the determination of the Company's Compensation Committee (the "Committee") that on the Grant Date the per share Option exercise price was not less than the greater of one hundred percent (100%) of the fair market value of the Common Stock, or the par value thereof.

Term. Unless earlier terminated pursuant to any provision of this Option Agreement, this Option shall expire on [ ] (the "Expiration Date"). Notwithstanding anything herein to the contrary, this Option shall not be exercisable after the Expiration Date.

Exercise of Option. Thirty-three and one-third percent (33.3%) of the shares of Stock Options shall become vested and exercisable on the first anniversary of the "Effective Date" (as defined in the Employment Agreement). The remaining 66.7% of such shares of Stock Options shall vest and become exercisable in 24 monthly installments commencing on the first day of the month following the first anniversary of the Effective Date. Any portion of the Option that becomes exercisable in accordance with the foregoing shall remain exercisable, subject to the provisions contained in this Option Agreement, until the expiration of the term of this Option as set forth above or until other termination of the Option as set forth in this Option Agreement.

Except as set forth herein, no portion of the Option which has not become vested and exercisable as of the Employee's termination of employment or in connection with Employee's termination of employment shall thereafter become vested or exercisable.

Notwithstanding anything contained herein or in the Plan to the contrary, the Option shall become fully vested and exercisable (to the extent not previously vested and exercisable) in the event Employee terminates employment with the Company:

(i) due to death, "Disability" (as defined in the Employment Agreement) or "Retirement" (as defined in the Employment Agreement); or

(ii) under any of the circumstances set forth in Section 13(b) or (c) of the Employment Agreement, which for the avoidance of doubt is an involuntary termination without "Cause" (as defined in the Employment Agreement) or a resignation for "Good Reason" (as defined in the Employment Agreement), whether before, on or after a "Change in Control" (as defined in the Employment Agreement), subject to the Employee's execution of a "Release" (as defined in the Employment Agreement) in the manner set forth in the Employment Agreement.

Any Option that is unvested (after giving effect to (i) and (ii) above, as applicable) at the time of Employee's termination shall be forfeited immediately for no consideration upon such termination. Following Employee's termination of employment, the Option, to the extent vested, may be exercised in whole or in part by the Executive (or by the Employee's estate, personal representative or beneficiary who acquired the right to exercise such Option by bequest or inheritance or, in the event of the Employee's legal disability, by the Employee's legal representative) at any time prior to the earlier of (x) the fifth (5^{th}) anniversary of Employee's termination date and (y) the Expiration Date.

Method of Exercising Option. Subject to the terms and conditions of this Option Agreement, the Option may be exercised in whole or in part by written notice to the Company, at its principal office, which currently is located at 1100 Campus Road, Princeton, New Jersey 08540. Such notice shall state the election to exercise the Option, and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Employee, be accompanied by the investment certificate referred to below; and shall be accompanied by payment of the full Option price of such shares.

The Option price shall be paid to the Company, as elected by the Employee: (i) in cash; (ii) in cash equivalent; (iii) in Common Stock of the Company, in accordance with Section 7.1(f)(ii) of the Plan (as in effect on the date of this Option Agreement); (iv) by delivering a properly executed notice of exercise of the Option, in accordance with Section 7.1(f)(iii) of the Plan (as in effect on the date of this Option Agreement); (v) in Common Stock of the Company issuable pursuant to the exercise of the Option or otherwise withheld in net settlement of the Option, in accordance with Section 7.1(f)(iv) of the Plan (as in effect on the date of this Option Agreement); or (vi) by any combination of (i)-(v).

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. Such certificate(s) shall be registered in the name of the person or persons so exercising the Option (or, if the Option is exercised by the Employee and if the Employee so requests in the notice exercising the Option, shall be registered in the name of the Employee and the Employee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option is exercised by any person or persons after the legal disability or death of the Employee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that are purchased upon the exercise of the Option as provided herein shall be fully paid and not assessable by the Company.

Shares to be Purchased for Investment. Unless the Company has theretofore notified the Employee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933 and the Company has not thereafter notified the Employee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to delay the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 (or of any rules or regulations promulgated thereunder) or of any state laws or regulations. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

Non-Transferability of Option. This Option is not assignable or transferable, in whole or in part, by the Employee other than by will or by the laws of descent and distribution, and during the lifetime of the Employee the Option shall be exercisable only by the Employee or by his or her guardian or legal representative.

Clawback Notwithstanding anything contained in the Plan or the Option Agreement to the contrary, the Option shall be subject to the provisions of any clawback, repayment or recapture policy implemented by the Company, including any such policy adopted to comply with applicable law (including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act) or securities exchange listing standards and any rules or regulations promulgated thereunder, to the extent set forth in such policy and/or in any notice or agreement relating to the Option under the Plan.

Withholding of Taxes. The obligation of the Company to deliver shares of Common Stock upon the exercise of the Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of any Option is subject to the withholding requirements of applicable federal, state or local tax laws, the Committee shall permit the Employee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, to satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their fair market value on the date of exercise of the Option (or, if later, the date on which the Employee recognizes ordinary income with respect to such exercise). An election to use shares of Common Stock to satisfy tax withholding requirements must be made in compliance with and subject to the Withholding Rules. The Committee may not withhold shares in excess of the number necessary to satisfy the minimum tax withholding requirements.

Construction. This Option Agreement is made under and subject to the provisions of the Plan as in effect on the Grant Date, and all of the provisions of the Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Option Agreement.

Governing Law. This Non-Qualified Stock Option Agreement shall be governed by applicable federal law and otherwise by the laws of the State of Delaware.

IN WITNESS WHEREOF, this Option Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT **Electronic signature to be provided and recorded via online grant acceptance process on www.etrade.com** ____________	INTEGRA LIFESCIENCES HOLDINGS CORPORATION ______________________________ Name: Title:

SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement (the "Agreement"), dated May 1, 2026 (the "Effective Date"), is entered into by and among Mojdeh Poul, an individual (the "Executive"), Integra LifeSciences Holdings Corporation, a Delaware corporation ("Holdings") and Integra LifeSciences Corporation ("Opco" and, together with Holdings, the "Company"). In consideration of the payments and benefits described in Section 2(a) and 2(b) below to be provided to Executive, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Termination of Employment.

(a) Executive's last day of employment with the Company is April 30, 2026 (the "Separation Date"). Effective as of the Separation Date, Executive will cease to be an employee, officer or director of the Company or any of its parents, subsidiaries or affiliates, and Executive resigns, effective as of the Separation Date, from all such positions that Executive holds with respect to the Company, or any of its parents, subsidiaries or affiliates, including, for the avoidance of doubt, from the board of directors of Holdings. Executive agrees to execute and deliver to the Company such documents to effect such resignations as may be reasonably requested by the Company or its affiliates.

(b) The Company and Executive acknowledge and agree that this Agreement constitutes written notice from the Company in accordance with Section 14(d) of that certain Employment Agreement among Executive, Holdings and Opco, dated as of November 4, 2024 (the "Employment Agreement"), that the Company has elected to terminate Executive's employment and that such termination was a termination without Cause pursuant to Section 14(b) of the Employment Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement and the Equity Award Agreements (as defined below).

(c) The Company will provide Executive with an opportunity to review and provide reasonable comments to internal and external communications regarding Executive's separation from employment with the Company; provided, however, the final contents of any such communications shall be determined by the Company in its discretion.

2. Final Pay and Benefits; Severance.

(a) Subject to Executive's execution, delivery and non-revocation of a General Release attached hereto as Exhibit A (the "Release") as required by Section 14(b) of the Employment Agreement and Executive's continued compliance with Executive's obligations set forth in Sections 4 and 10 hereof (such conditions, the "Severance Conditions"), the Company, in full satisfaction of the payments and benefits owed to Executive pursuant to Section 14(b) of the Employment Agreement, shall pay or provide to Executive the following payments and benefits (collectively, the "Severance Benefits"):

(i) An aggregate cash amount equal to 2.0 times Executive's Base Salary in effect on the Separation Date, payable in substantially equal monthly installments over the two-year period following the Separation Date (the "Severance Period"), in accordance with the Company's regularly-scheduled payroll dates during the Severance Period. The first payment shall be made on the Company's first normal payroll date following the 60th day following the Separation Date, and the amount otherwise payable prior to such first payroll date shall be paid on such date without interest thereon; and

(ii) If Executive timely and properly elects continued healthcare coverage under COBRA, the Company shall pay to Executive for the period ending on the earliest of (A) 18 months following the Separation Date, (B) the date of Executive's full time employment by another employer, (C) Executive's death, or (D) the first month in which Executive does not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment, payable on the first business day of each month that follows the Separation Date, in an amount equal to Executive's monthly premium cost for COBRA family health coverage under the Company's group health plan.

(b) In addition, subject to satisfaction of the Severance Conditions, the Company shall (i) pay Executive a lump sum amount in cash equal to $254,151 on the Company's first normal payroll date following the 60th day following the Separation Date, (ii) pay Executive a lump sum amount in cash equal to $312,375, representing a pro-rata portion of the Annual Bonus for 2026 based on actual performance through the Separation Date, on the Company's first normal payroll date following the 60th day following the Separation Date, and (iii) reimburse Executive for up to $25,000 in documented legal fees and expenses actually incurred by Executive in connection with the drafting, review and negotiation of this Agreement (the "Legal Fees"). The reimbursement of Legal Fees shall be made within 30 days after Executive delivers reasonably satisfactory documentation to the Company evidencing the Legal Fees; provided, that Executive must submit such reasonably satisfactory documentation within 30 days following the Separation Date.

(c) Executive acknowledges and agrees that the payments and other benefits provided pursuant to Sections 2(a) and 2(b) are in full discharge of any and all liabilities and obligations of the Company and its affiliates to Executive, monetarily or with respect to employee benefits or otherwise, including but not limited to any and all obligations arising under any alleged written or oral employment agreement, policy, plan or procedure of the Company or its affiliates and/or any alleged understanding or arrangement between Executive and the Company or any of its affiliates, and for vested benefits under an employee welfare benefit, insurance, or pension plan of the Company or its affiliates (including any employee benefit plan, policy or arrangement providing severance or similar benefits), subject to the terms and conditions of such plan(s).

3. Treatment of Equity. Capitalized terms used but not defined in this Section 3 shall have the meanings given to such terms in that certain (i) Restricted Stock Unit Award Agreement, dated as of January 6, 2025 (the "RSU Agreement"), (ii) Performance Stock Unit Agreement, dated as of March 11, 2025 (the "PSU Agreement") and (iii) Non-Qualified Stock Option Agreement, dated as of January 6, 2025 (the "Option Agreement", and together with the RSU Agreement and PSU Agreement, the "Equity Award Agreements"). Except as expressly set forth in this Section 3, from and after the Separation Date, Executive's restricted stock units ("RSUs"), performance stock units ("PSUs"), and non-qualified stock options ("Options") shall remain, in all respects, subject to the terms, conditions and restrictions set forth in the applicable Equity Award Agreement and the Integra LifeSciences Holdings Corporation Fifth Amended and Restated 2003 Equity Incentive Plan (as amended and restated, effective May 14, 2021, the "Plan") (collectively, the "Equity Documents").

(a) Executive and the Company acknowledge and agree that Executive was granted 447,081 RSUs, 468,654 PSUs, and 217,961 Options.

(b) Executive and the Company agree that:

(i) As of the Separation Date, 33,173 RSUs are vested and 412,518 RSUs are unvested, all 468,654 PSUs are unvested, and 54,490 Options are vested and 163,471 Options are unvested;

(ii) As set forth in Section 8.1(a) of the Plan, Executive's vested Options will remain outstanding and will continue to be exercisable for six months following the Separation Date; and

(iii) As set forth in Sections 8.1(a) and (c) of the Plan, Section 2.3 of the RSU Agreement, and Section 3.2(b) of the PSU Agreement, any unvested RSUs, PSUs, and Options are automatically forfeited and terminated without payment therefor on the Separation Date.

4. Continuing Rights and Obligations. Executive acknowledges and reaffirms Executive's obligations under (i) Section 18(a) of the Employment Agreement, (ii) the Confidentiality and Invention Disclosure and Non-Compete Agreement attached hereto as Exhibit B (the "Restrictive Covenant Agreement"), which Executive shall enter into currently with the execution of this Agreement, and (iii) the restrictive covenant provisions set forth in the Equity Award Agreements and any supplemental restrictive covenant agreement entered into in connection with any equity grant (collectively, the "Restrictive Covenants"), which are incorporated by reference and made a part hereof. The Company acknowledges and reaffirms the Company's obligations under Section 18(a) of the Employment Agreement.

5. Cooperation. Upon the receipt of reasonable notice from the Company (including outside counsel), Executive agrees that, while employed by the Company and thereafter, Executive will respond and provide information, as promptly as reasonably practicable, with regard to matters in which Executive has knowledge as a result of Executive's employment with the Company, and will provide reasonable assistance to the Company and its representatives, at the Company's expense (including, without limitation, expenses reasonably incurred by Executive in cooperating and assisting hereunder), in defense of any claims that may be made against the Company (other than by Executive), and will reasonably assist the Company in the prosecution of any claims that may be made by the Company (other than against Executive), to the extent that such claims may relate to the period of Executive's employment with the Company (collectively, the "Claims"). For the avoidance of doubt, the cooperation referenced herein shall not unreasonably interfere with Executive's then-current work responsibilities. Executive agrees to promptly inform the Company if Executive becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company. Executive also agrees to promptly inform the Company (to the extent that Executive is legally permitted to do so) if Executive is asked to assist in any investigation of the Company (or its actions) or another party attempts to obtain information or documents from Executive (other than in connection with any litigation or other proceeding in which Executive is a party-in-opposition) with respect to matters Executive believes in good faith to relate to any investigation of the Company, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company with respect to such investigation, and shall not do so unless legally required. During the pendency of any litigation or other proceeding involving Claims, Executive shall not communicate with anyone (other than Executive's attorneys and tax and/or financial advisors and except to the extent that Executive determines in good faith is necessary in connection with the performance of Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company without giving prior written notice to the Company or the Company's counsel. For the avoidance of doubt, nothing herein shall be construed as requiring Executive to provide testimony (written or oral) that is untruthful or factually incorrect.

6. **Consideration and Voluntary Signature.** Notwithstanding any other provision to the contrary in this Agreement:

(a) Executive agrees and acknowledges that Executive: (i) has carefully read and fully understands all of the provisions of this Agreement, (ii) has been provided the opportunity to consult with an attorney of Executive's choosing prior to executing this Agreement, and (iii) is knowingly and voluntarily intending to be legally bound by this Agreement; and

(b) Executive's execution and delivery of the Release on or following the period set forth in the Release, and subject to such Release becoming effective in accordance with its terms, is only in exchange for consideration in addition to anything of value to which Executive is already entitled.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that, this Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect.

8. **Severability.** If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect. The illegality or unenforceability of such provision, however, shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

9. **Protected Activities.** Nothing in this Agreement shall prohibit or impede Executive from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. Executive understands and acknowledges that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. Executive does not need the prior authorization of (or to give notice to) the Company regarding any such communication or disclosure. Except as provided in this paragraph or under applicable law, under no circumstance is Executive authorized to disclose any information covered by (or to waive in any respect) the Company's attorney-client privilege or attorney work product, or trade secrets, without prior written consent of the Company.

10. **Confidentiality.** The terms and conditions of this Agreement are and shall be deemed to be confidential, and shall not be disclosed by Executive to any person or entity without the prior written consent of the Company, except if required by law, and to Executive's accountants, attorneys and/or immediate family; provided, that to the maximum extent permitted by applicable law, rule, code or regulation, they agree to maintain the confidentiality of the Agreement; provided, however, following the Separation Date, Executive shall disclose the fact that she is subject to, and the general terms of, post-employment confidentiality, non-competition, and non-solicitation provisions to any subsequent employer or other entity to which

Executive provides services to the extent such provisions are still in effect at the time Executive commences such employment or service.

11. **Return of Company Property**. Executive shall deliver to the Company on the Separation Date, or at any other time the Company may request, all memoranda, notes, plans, records, reports, printouts and software and other documents and data (and copies thereof) embodying or relating to the Confidential Information, Work Product or the business of the Company (including, without limitation, any of the foregoing that are in computer-readable form), and all other property relating or belonging to the Company, which she may then possess or have under her control. Notwithstanding the foregoing, Executive will be provided with a copy of her contact list and calendar (in each case, to the extent such contact list and calendar do not contain any Confidential Information), and may retain the Equity Documents (subject to the confidentiality obligations regarding Confidential Information therein); provided, that Executive must either (A) promptly deliver the Equity Documents to the Company or (B) promptly destroy the Equity Documents and provide written certification confirming Executive's destruction of the Equity Documents, in either case, at such time when Executive no longer holds any equity interests in the Company.

(a) For purposes of this Section 11,

(i) "Confidential Information" means all data, information, ideas, concepts, discoveries, trade secrets, inventions (regardless of whether patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, plans, patterns, models and strategies, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company, including, any such information relating to or concerning finances, sales, marketing, advertising, transition, promotions, pricing, personnel, customers, suppliers, vendors, partners and/or competitors.

(ii) "Work Product" means all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to the actual or reasonably anticipated business, research and development or existing or future products or services of the Company and which are conceived, developed or made by Executive while employed by the Company, whether before or after the date of this Agreement.

12. **Indemnification.** Following the Separation Date, Executive shall be indemnified in accordance with the Company's organizational documents and covered under any applicable directors' and officers' liability insurance policies maintained by the Company in respect of Executive's service as a director and/or officer of the Company and any of its subsidiaries.

13. **Section 409A.** This Agreement is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted in a manner intended to be exempt from Section 409A of the Code (and any related regulations or other pronouncements). Amounts payable under this Agreement shall be deemed not to be a "deferral of compensation" subject to Section 409A of the Code to the extent provided in the exceptions set forth in Treas. Reg. Section 1.409A-1(b)(4) ("short-term deferrals") and Treas. Reg. Section 1.409A-1(b)(9) ("separation pay plans") and other applicable provisions of Treas. Reg. Section

1.409A-1 through A-6. References under this Agreement to a termination of Executive's employment shall be deemed to refer to the date upon which Executive has experienced a "separation from service" within the meaning of Section 409A of the Code. Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A of the Code. For the avoidance of doubt, any continued health benefit plan coverage that Executive is entitled to receive following Executive's termination of employment is expected to be exempt from Section 409A of the Code and, as such, shall not be subject to delay pursuant to this paragraph. To the extent that any reimbursement, fringe benefit, or other similar arrangement provided herein provides for a "deferral of compensation" within the meaning of Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount eligible for reimbursement or payment in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (iii) subject to any shorter time periods provided in any expense reimbursement policy of the Company, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (iv) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses. While the payments and benefits provided hereunder are intended to be structured in a manner to avoid the implication of any penalty taxes under Section 409A of the Code, in no event whatsoever shall the Company, its affiliates or its subsidiaries be liable for any additional tax, interest or penalties that may be imposed on Executive as a result of Section 409A of the Code or any damages for failing to comply with Section 409A of the Code (other than for withholding obligations or other obligations applicable to employers, if any, under Section 409A of the Code).

14. **Non-Admission.** Nothing in this Agreement will be deemed or construed as an admission of wrongdoing or liability on the part of Executive or the Company or any of its respective affiliates.

15. **Entire Agreement.** This Agreement, together with the Release and the Restrictive Covenant Agreement, constitutes the entire understanding and agreement of the parties hereto regarding the termination of Executive's employment with the Company, and supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement; provided, that, except as otherwise expressly modified herein, the terms of the Employment Agreement and the Equity Documents shall continue to apply to Executive.

16. **Withholding Taxes.** The Company may withhold from any payments made under this Agreement all applicable taxes (other than with regard to the legal fee reimbursement described in Section 2(b) above), including but not limited to income, employment, and social insurance taxes, as shall be required by law. Executive acknowledges and represents that the Company has not provided any tax advice to Executive in connection with this Agreement, the Employment Agreement, and the Equity Award Agreements and Executive has been advised by the Company to seek tax advice from Executive's own tax advisors regarding this Agreement and payments and benefits that may be made to Executive pursuant to this Agreement.

17. **Choice of Law and Venue.** This Agreement will be deemed to have been executed and delivered within the State of New Jersey, and the rights and obligations of the parties hereunder will be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without regard to principles of conflict of laws.

18. **<u>Counterparts</u>.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

COMPANY: **INTEGRA LIFESCIENCES HOLDINGS CORPORATION**

_/s/ Renee Lo_____________________________________ By: Renee Lo
Title: Authorized Signatory

INTEGRA LIFESCIENCES CORPORATION

__/s/ Michael Hutchinson______________________________ By: Michael Hutchinson

Title: Chief Legal Officer

[*Company Signature Page to Separation Agreement*]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

EXECUTIVE:

__/s/ Mojdeh Poul____________________________________
Mojdeh Poul

[*Executive Signature Page to Separation Agreement*]

<u>Exhibit A</u>

GENERAL RELEASE

[*These materials have been omitted pursuant to Item 601(a)(5) of Regulation S-K under the Securities Act of 1933, as amended. The registrant agrees to furnish supplementally a copy of the omitted materials to the Securities and Exchange Commission upon request.*]

Exhibit B

CONFIDENTIALITY AND INVENTION DISCLOSURE AND NON-COMPETE AGREEMENT

[*These materials have been omitted pursuant to Item 601(a)(5) of Regulation S-K under the Securities Act of 1933, as amended. The registrant agrees to furnish supplementally a copy of the omitted materials to the Securities and Exchange Commission upon request.*]

Exhibit 31.1

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

I, Stuart M. Essig, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Integra LifeSciences Holdings Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we 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: July 29, 2026

/s/ Stuart M. Essig, Ph.D.
Stuart M. Essig, Ph.D.
Chairman, President and Chief Executive Officer

Exhibit 31.2

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

I, Lea Knight, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Integra LifeSciences Holdings Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we 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: July 29, 2026

/s/ Lea Knight
Lea Knight
Executive Vice President and Chief Financial Officer

Exhibit 32.1

Certification of Principal Executive Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Integra LifeSciences Holdings Corporation (the “Company”) on Form 10-Q for the quarter ended June 30, 2026 as filed with the Securities Exchange Commission on the date hereof (the “Report”), I, Stuart M. Essig, Chairman, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirement of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; 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: July 29, 2026

/s/ Stuart M. Essig, Ph.D.
Stuart M. Essig, Ph.D.
Chairman, President and Chief Executive Officer

Exhibit 32.2

Certification of Principal Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Integra LifeSciences Holdings Corporation (the "Company") on Form 10-Q for the quarter ended June 30, 2026 as filed with the Securities Exchange Commission on the date hereof (the "Report"), I, Lea Knight, Executive Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirement of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; 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: July 29, 2026

/s/ Lea Knight
Lea Knight
Executive Vice President and Chief Financial Officer