

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

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the quarterly period ended April 30, 2023

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 1-8597

The Cooper Companies, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-2657368
(I.R.S. Employer
Identification No.)

6101 Bollinger Canyon Road, Suite 500,
San Ramon, California 94583
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (925) 460-3600

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$.10 par value	COO	The New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See 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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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

On May 26, 2023, 49,507,924 shares of Common Stock, \$0.10 par value, were outstanding.

INDEX

	Page No.
PART I.	<u>FINANCIAL INFORMATION</u>
Item 1.	<u>Unaudited Financial Statements</u>
	<u>Consolidated Condensed Statements of Income and Comprehensive Income</u> 3
	<u>Consolidated Condensed Balance Sheets</u> 4
	<u>Consolidated Condensed Statements of Stockholders' Equity</u> 5
	<u>Consolidated Condensed Statements of Cash Flows</u> 7
	<u>Notes to Consolidated Condensed Financial Statements</u> 8
Item 2.	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u> 16
Item 3.	<u>Quantitative and Qualitative Disclosure About Market Risk</u> 28
Item 4.	<u>Controls and Procedures</u> 28
PART II.	<u>OTHER INFORMATION</u>
Item 1.	<u>Legal Proceedings</u> 29
Item 1A.	<u>Risk Factors</u> 29
Item 2.	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u> 29
Item 3.	<u>Defaults Upon Senior Securities</u> 29
Item 4.	<u>Mine Safety Disclosures</u> 29
Item 5.	<u>Other Information</u> 29
Item 6.	<u>Exhibits</u> 30
	<u>Signatures</u> 31

PART I. FINANCIAL INFORMATION
Item 1. Unaudited Financial Statements
THE COOPER COMPANIES, INC. AND SUBSIDIARIES

Consolidated Condensed Statements of Income and Comprehensive Income
Periods Ended April 30,
(In millions, except for earnings per share)
(Unaudited)

	Three Months		Six Months	
	2023	2022	2023	2022
Net sales	\$ 877.4	\$ 829.8	\$ 1,735.9	\$ 1,616.9
Cost of sales	294.5	297.3	594.5	566.0
Gross profit	582.9	532.5	1,141.4	1,050.9
Selling, general and administrative expense	407.5	322.4	738.4	641.5
Research and development expense	32.6	26.3	64.2	52.4
Amortization of intangibles	46.5	51.1	93.0	93.4
Operating income	96.3	132.7	245.8	263.6
Interest expense	26.1	10.8	52.2	17.4
Other expense (income), net	4.6	(41.8)	5.9	(39.4)
Income before income taxes	65.6	163.7	187.7	285.6
Provision for income taxes (Note 6)	25.8	37.1	63.3	63.8
Net income	\$ 39.8	\$ 126.6	\$ 124.4	\$ 221.8
Earnings per share (Note 7):				
Basic	\$ 0.80	\$ 2.57	\$ 2.52	\$ 4.49
Diluted	\$ 0.80	\$ 2.55	\$ 2.50	\$ 4.45
Number of shares used to compute earnings per share:				
Basic	49.5	49.3	49.4	49.4
Diluted	49.8	49.7	49.7	49.8
Other comprehensive income, net of tax:				
Cash flow hedges	\$ (5.5)	\$ 39.3	\$ (26.5)	\$ 52.7
Foreign currency translation adjustment	(14.5)	(96.6)	69.5	(145.8)
Comprehensive income	\$ 19.8	\$ 69.3	\$ 167.4	\$ 128.7

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

Consolidated Condensed Balance Sheets
(In millions, unaudited)

	April 30, 2023	October 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 111.9	\$ 138.2
Trade accounts receivable, net of allowance for credit losses of \$21.0 at April 30, 2023, and \$20.7 at October 31, 2022	564.7	557.8
Inventories (Note 3)	699.0	628.7
Prepaid expense and other current assets	223.7	208.9
Total current assets	1,599.3	1,533.6
Property, plant and equipment, net	1,489.8	1,432.9
Goodwill	3,660.0	3,609.7
Other intangibles, net (Note 4)	1,815.0	1,885.1
Deferred tax assets	2,390.6	2,443.1
Other assets	584.8	587.9
Total assets	\$ 11,539.5	\$ 11,492.3
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term debt (Note 5)	\$ 74.5	\$ 412.6
Accounts payable	242.4	248.8
Employee compensation and benefits	131.1	152.1
Deferred revenue	119.7	93.6
Other current liabilities	381.4	373.1
Total current liabilities	949.1	1,280.2
Long-term debt (Note 5)	2,565.7	2,350.8
Deferred tax liabilities	139.0	149.9
Long-term tax payable	90.7	113.2
Deferred revenue	182.6	198.3
Accrued pension liability and other	234.4	225.2
Total liabilities	\$ 4,161.5	\$ 4,317.6
Contingencies (Note 10)		
Stockholders' equity:		
Preferred stock, \$10 cents par value, 1.0 shares authorized, zero shares issued or outstanding	—	—
Common stock, \$10 cents par value, 120.0 shares authorized, 53.9 issued and 49.5 outstanding at April 30, 2023, and 53.8 issued and 49.3 outstanding at October 31, 2022	5.4	5.4
Additional paid-in capital	1,800.7	1,765.5
Accumulated other comprehensive loss	(423.8)	(466.8)
Retained earnings	6,707.8	6,584.9
Treasury stock at cost: 4.4 shares at April 30, 2023, and 4.5 shares at October 31, 2022	(712.3)	(714.5)
Total Cooper stockholders' equity	7,377.8	7,174.5
Noncontrolling interests	0.2	0.2
Stockholders' equity (Note 9)	7,378.0	7,174.7
Total liabilities and stockholders' equity	\$ 11,539.5	\$ 11,492.3

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

Consolidated Condensed Statements of Stockholders' Equity
(In millions, unaudited)

	Common Shares		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Treasury Stock	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount	Shares	Amount						
Balance at November 1, 2021	49.3	\$ 5.0	4.4	\$ 0.4	\$ 1,715.2	\$ (341.3)	\$ 6,202.1	\$ (639.6)	\$ 0.2	\$ 6,942.0
Net income	—	—	—	—	—	—	95.3	—	—	95.3
Other comprehensive income, net of tax	—	—	—	—	—	(35.9)	—	—	—	(35.9)
Issuance of common stock for stock plans, net and employee stock purchase plan	0.1	—	—	—	(8.8)	—	—	0.7	—	(8.1)
Dividends on common stock (\$0.03 per share)	—	—	—	—	—	—	(1.5)	—	—	(1.5)
Share-based compensation expense	—	—	—	—	12.8	—	—	—	—	12.8
Stock repurchase	(0.2)	—	0.2	—	—	—	—	(78.5)	—	(78.5)
Balance at January 31, 2022	49.2	\$ 5.0	4.6	\$ 0.4	\$ 1,719.2	\$ (377.2)	\$ 6,295.9	\$ (717.4)	\$ 0.2	\$ 6,926.1
Net income	—	—	—	—	—	—	126.6	—	—	126.6
Other comprehensive income, net of tax	—	—	—	—	—	(57.3)	—	—	—	(57.3)
Issuance of common stock for stock plans, net and employee stock purchase plan	0.1	—	—	—	4.9	—	—	0.8	—	5.7
Share-based compensation expense	—	—	—	—	12.7	—	—	—	—	12.7
Balance at April 30, 2022	49.3	\$ 5.0	4.6	\$ 0.4	\$ 1,736.8	\$ (434.5)	\$ 6,422.5	\$ (716.6)	\$ 0.2	\$ 7,013.8

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

Consolidated Condensed Statements of Stockholders' Equity
(In millions, unaudited)

	Common Shares		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Treasury Stock	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount	Shares	Amount						
Balance at November 1, 2022	49.3	\$ 5.0	4.5	\$ 0.4	\$ 1,765.5	\$ (466.8)	\$ 6,584.9	\$ (714.5)	\$ 0.2	\$ 7,174.7
Net income	—	—	—	—	—	—	84.6	—	—	84.6
Other comprehensive income, net of tax	—	—	—	—	—	63.0	—	—	—	63.0
Issuance of common stock for stock plans, net and employee stock purchase plan	0.1	—	—	—	(2.5)	—	—	1.2	—	(1.3)
Dividends on common stock (\$0.03 per share)	—	—	—	—	—	—	(1.5)	—	—	(1.5)
Share-based compensation expense	—	—	—	—	16.2	—	—	—	—	16.2
Balance at January 31, 2023	<u>49.4</u>	<u>\$ 5.0</u>	<u>4.5</u>	<u>\$ 0.4</u>	<u>\$ 1,779.2</u>	<u>\$ (403.8)</u>	<u>\$ 6,668.0</u>	<u>\$ (713.3)</u>	<u>\$ 0.2</u>	<u>\$ 7,335.7</u>
Net income	—	—	—	—	—	—	39.8	—	—	39.8
Other comprehensive income (loss), net of tax	—	—	—	—	—	(20.0)	—	—	—	(20.0)
Issuance of common stock for stock plans, net and employee stock purchase plan	0.1	—	(0.1)	—	6.8	—	—	1.0	—	7.8
Share-based compensation expense	—	—	—	—	14.7	—	—	—	—	14.7
Balance at April 30, 2023	<u>49.5</u>	<u>\$ 5.0</u>	<u>4.4</u>	<u>\$ 0.4</u>	<u>\$ 1,800.7</u>	<u>\$ (423.8)</u>	<u>\$ 6,707.8</u>	<u>\$ (712.3)</u>	<u>\$ 0.2</u>	<u>\$ 7,378.0</u>

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

Consolidated Condensed Statements of Cash Flows
Six Months Ended April 30,
(In millions, unaudited)

	2023	2022
Cash flows from operating activities:		
Net income	\$ 124.4	\$ 221.8
Depreciation and amortization	180.5	175.4
Settlement of contingent consideration	—	(40.7)
Change in fair value of contingent consideration	(31.8)	—
Accrual for acquisition termination fee	45.0	—
Net changes in operating capital	(103.0)	(52.4)
Other non-cash items	75.7	(6.3)
Net cash provided by operating activities	290.8	297.8
Cash flows from investing activities:		
Purchases of property, plant and equipment	(156.6)	(100.5)
Acquisitions of businesses and assets, net of cash acquired, and other	(38.7)	(1,637.1)
Proceeds from sale of interest in a subsidiary	—	52.6
Net cash used in investing activities	(195.3)	(1,685.0)
Cash flows from financing activities:		
Proceeds from long-term debt, net of issuance costs	1,199.3	1,499.5
Repayments of long-term debt	(985.5)	(549.0)
Net (repayments of) proceeds from short-term debt	(342.5)	832.3
Net proceeds (payments) related to share-based compensation awards	2.1	(7.5)
Dividends on common stock	(1.5)	(1.5)
Repurchase of common stock	—	(78.5)
Issuance of common stock for employee stock purchase plan	3.7	3.4
Settlement of contingent consideration	—	(2.2)
Net cash (used in) provided by financing activities	(124.4)	1,696.5
Effect of exchange rate changes on cash, cash equivalents and restricted cash	2.4	(6.3)
Net (decrease) increase in cash, cash equivalents, and restricted cash	(26.5)	303.0
Cash, cash equivalents, and restricted cash at beginning of period	138.6	96.6
Cash, cash equivalents, and restricted cash at end of period	\$ 112.1	\$ 399.6
Reconciliation of cash flow information:		
Cash and cash equivalents	\$ 111.9	\$ 399.2
Restricted cash included in other current assets	0.2	0.4
Total cash, cash equivalents, and restricted cash	\$ 112.1	\$ 399.6

The accompanying notes are an integral part of these Consolidated Condensed Financial Statements.

Note 1. General

The accompanying Consolidated Condensed Financial Statements of The Cooper Companies, Inc. and its subsidiaries have been prepared in accordance with generally accepted accounting principles in the United States (GAAP) for interim financial information and with the requirements of Regulation S-X, Rule 10-01 for financial statements required to be filed as a part of this Quarterly Report on Form 10-Q. Unless the context requires otherwise, terms "the Company", "we", "us", and "our" are used to refer collectively to The Cooper Companies, Inc. and its subsidiaries.

The accompanying Consolidated Condensed Financial Statements and related notes are unaudited and should be read in conjunction with the audited Consolidated Financial Statements of the Company and related notes as contained in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2022. The Consolidated Condensed Financial Statements include all adjustments (consisting only of normal recurring adjustments) and accruals necessary in the judgment of management for a fair presentation of the results for the interim periods presented.

Accounting Policies

There have been no material changes to our significant accounting policies described in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022.

Estimates

The preparation of Consolidated Condensed Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of net sales and expenses during the reporting period. Actual results could differ from those estimates. The Company continually monitors and evaluates the estimates used as additional information becomes available. Adjustments will be made to these provisions periodically to reflect new facts and circumstances that may indicate that historical experience may not be indicative of current and/or future results.

Accounting Pronouncements Recently Adopted

In November 2021, the FASB issued ASU 2021-10, *Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance*. This update requires annual disclosures about transactions with a government that are accounted for by applying a grant or contribution accounting model by analogy. This standard is effective for fiscal years beginning after December 15, 2021, and should be applied either prospectively or retrospectively. Early adoption is permitted. The Company adopted this guidance prospectively on November 1, 2022, and it did not have a material impact on the Consolidated Condensed Financial Statements.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* and subsequent amendment to the initial guidance: ASU 2021-01, *Reference Rate Reform (Topic 848): Scope* (collectively, "Topic 848"). Topic 848 provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The amendments apply only to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. In December 2022, the FASB issued ASU 2022-06, *Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848*. ASU 2022-06 defers the sunset date of Topic 848 from December 31, 2022, to December 31, 2024. Effective February 1, 2023, the Company transitioned its credit agreements from LIBOR to the Secured Overnight Financing Rate ("SOFR"). The Company adopted this guidance prospectively on February 1, 2023, and it did not have a material impact on the Consolidated Condensed Financial Statements.

No other recently issued accounting pronouncements had or are expected to have a material impact on the Company's Consolidated Condensed Financial Statements.

Note 2. Acquisitions and Joint Venture

All acquisitions were funded by cash generated from operations or facility borrowings.

For business acquisitions, the Company recorded tangible and intangible assets acquired and liabilities assumed at their fair values as of the applicable date of acquisition. For asset acquisitions, the Company recorded tangible and intangible assets acquired and liabilities assumed at their estimated and relative fair values as of the applicable date of acquisition.

On November 1, 2022, CooperVision completed the acquisition of a privately-held U.S.-based company that provides a broad portfolio of technologically advanced contact lens products, including scleral and hybrid lenses. The purchase price of the acquisition was \$33.0 million. Based upon preliminary valuations, assets acquired primarily comprised \$12.6 million of customer

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Notes to Consolidated Condensed Financial Statements
(Unaudited)

relationship related intangibles, \$7.6 million of technology, and \$13.1 million of goodwill. The goodwill is not deductible for tax purposes. The purchase price allocation is preliminary, and the Company is in the process of finalizing information primarily related to the effect on taxes and the corresponding impact on goodwill.

On April 6, 2022, CooperSurgical entered into an asset purchase agreement to acquire Cook Medical's Reproductive Health business, a manufacturer of minimally invasive medical devices focused on the fertility, obstetrics and gynecology markets. The aggregate consideration is \$875.0 million in cash, with \$675.0 million payable at the closing and the remaining \$200.0 million payable in \$50.0 million installments following each of the first, second, third and fourth anniversaries of the closing. The transaction is subject to customary closing conditions, such as receipt of required regulatory approvals.

During the three months ended April 30, 2023, CooperSurgical determined that the fulfillment of certain closing conditions related to regulatory approvals was no longer probable and accrued \$45.0 million in expenses associated with the probable payment in August 2023 of a termination fee under the asset purchase agreement. The termination fee is recorded in "selling, general and administrative expense" on the Consolidated Condensed Statements of Income and Comprehensive Income.

Joint Venture

On January 19, 2021, CooperVision acquired all of the remaining equity interests of SightGlass Vision, Inc. (SGV), a privately-held medical device company that developed spectacle lenses for myopia management. The transaction included potential payments of future consideration that were contingent upon the achievement of the regulatory approval milestone (the regulatory approval payment) and the acquired business reaching certain revenue thresholds over a specified period (the revenue payments). The undiscounted range of the contingent consideration was zero to \$139.1 million payable to the other former equity interest owners.

In March 2022, the entities amended the terms of the contingent consideration, which resulted in CooperVision paying \$42.9 million to the former equity interest owners in exchange for the elimination of the revenue payments. CooperVision recognized a net gain of \$12.2 million during fiscal 2022.

Further, CooperVision and Essilor International SAS (Essilor) executed the Contribution Agreement and Stock Purchase Agreement (the "Agreements") in March 2022. Essilor paid CooperVision \$52.1 million in exchange for 50% interest in SGV and their proportionate share of the revenue payments. As part of the Agreements, each party contributed their interest in SGV and \$10 million in cash to form a new joint venture. CooperVision then remeasured the fair value of its retained equity investment in the joint venture at \$90.0 million which resulted in a \$56.9 million gain in Other (income) expense on deconsolidation of SGV in fiscal 2022.

During the six months ended April 30, 2023, CooperVision determined that approval would not be achieved within the timeline set forth in the contractual terms of the regulatory approval payment and released the remaining \$31.8 million contingent consideration liability.

Additional information regarding the joint venture is included in our notes to our consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022.

Note 3. Inventories

(In millions)	April 30, 2023	October 31, 2022
Raw materials	\$ 206.4	\$ 173.7
Work-in-process	17.6	15.2
Finished goods	475.0	439.8
Total inventories	\$ 699.0	\$ 628.7

Note 4. Intangible Assets

Intangible assets consisted of the following:

<u>(In millions)</u>	April 30, 2023		October 31, 2022		Weighted Average Amortization Period (in years)
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	
Intangible assets with definite lives:					
Customer relationships	\$ 1,107.5	\$ 317.9	\$ 1,092.7	\$ 287.0	19
Composite intangible asset	1,061.9	389.4	1,061.9	354.0	15
Technology	513.3	336.6	504.1	317.5	12
Trademarks	210.4	69.9	209.6	62.4	15
License and distribution rights and other	50.7	25.8	50.7	23.8	10
	2,943.8	\$ 1,139.6	2,919.0	\$ 1,044.7	16
Less: accumulated amortization and translation	1,139.6		1,044.7		
Intangible assets with definite lives, net	1,804.2		1,874.3		
Intangible assets with indefinite lives, net ⁽¹⁾	10.8		10.8		
Total other intangibles, net	\$ 1,815.0		\$ 1,885.1		

⁽¹⁾ Intangible assets with indefinite lives include technology and trademarks.

Balances include foreign currency translation adjustments.

As of April 30, 2023, the estimate of future amortization expenses for intangible assets with definite lives is as follows:

<u>Fiscal Years:</u>	<u>(In millions)</u>
Remainder of 2023	\$ 92.5
2024	181.2
2025	171.3
2026	163.7
2027	148.8
Thereafter	1,046.7
Total remaining amortization for intangible assets with definite lives	\$ 1,804.2

There was no impairment of intangible assets recorded in the six months ended April 30, 2023.

Note 5. Financing Arrangements

The Company had outstanding debt as follows:

(In millions)	April 30, 2023	October 31, 2022
Overdraft and other credit facilities	\$ 58.3	\$ 57.7
Term loans	—	338.0
Short-term debt, excluding financing leases	58.3	395.7
Financing lease liabilities	16.2	16.9
Short-term debt	<u>\$ 74.5</u>	<u>\$ 412.6</u>
Revolving credit	\$ 215.0	\$ —
Term loans	2,350.0	2,350.0
Other	0.1	0.2
Less: unamortized debt issuance cost	(2.7)	(3.1)
Long-term debt, excluding financing leases	2,562.4	2,347.1
Financing lease liabilities	3.3	3.7
Long-term debt	<u>\$ 2,565.7</u>	<u>\$ 2,350.8</u>
Total debt	<u>\$ 2,640.2</u>	<u>\$ 2,763.4</u>

Additional information regarding our indebtedness is included in our notes to our consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022, which was filed with the Securities and Exchange Commission on December 9, 2022. The carrying value of the Company's revolving credit facility and term loans approximates fair value based on current market rates (Level 2). As of April 30, 2023, the Company was in compliance with all debt covenants. On February 1, 2023, the Company amended its credit agreements to transition the interest rates applicable to the loans denominated in U.S. Dollars from LIBOR to SOFR, as defined in the credit agreements.

2021 Term Loan Agreement

On December 17, 2021, the Company entered into a Term Loan Agreement (the 2021 Credit Agreement) by and among the Company, the lenders from time to time party thereto, and PNC Bank, National Association, as administrative agent. The 2021 Credit Agreement provides for a term loan facility (the 2021 Term Loan Facility) in an aggregate principal amount of \$1.5 billion, which, unless terminated earlier, matures on December 17, 2026.

On April 30, 2023, the Company had \$1.5 billion outstanding under the 2021 Term Loan Facility and the weighted average interest rate was 5.91%.

2021 364-Day Term Loan Agreement

On November 2, 2021, the Company entered into a 364-day, \$840.0 million, term loan agreement by and among the Company, the lenders party thereto and The Bank of Nova Scotia, as administrative agent, which matured on November 1, 2022. The Company used part of the funds to partially repay outstanding borrowings under the 2020 Revolving Credit Facility and for general corporate purposes. The loan was fully repaid by the maturity date.

2020 Revolving Credit and Term Loan Agreement

On April 1, 2020, the Company entered into a Revolving Credit and Term Loan Agreement (the 2020 Credit Agreement), among the Company, CooperVision International Holding Company, LP, CooperSurgical Netherlands B.V., CooperVision Holding Kft, the lenders from time to time party thereto, and KeyBank National Association, as administrative agent. The 2020 Credit Agreement provides for (a) a multicurrency revolving credit facility (the 2020 Revolving Credit Facility) in an aggregate principal amount of \$1.29 billion and (b) a term loan facility (the 2020 Term Loan Facility) in an aggregate principal amount of \$850.0 million, each of which, unless terminated earlier, mature on April 1, 2025. The Company has an uncommitted option to increase the revolving credit facility or establish a new term loan in an aggregate amount up to \$1.605 billion.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Notes to Consolidated Condensed Financial Statements
(Unaudited)

On April 30, 2023, the Company had \$850.0 million outstanding under the 2020 Term Loan Facility and \$215.0 million outstanding under the 2020 Revolving Credit Facility. The interest rate on the 2020 Term Loan Facility and the 2020 Revolving Credit Facility was 5.90% at April 30, 2023.

Note 6. Income Taxes

The effective tax rates for the three months ended April 30, 2023, and April 30, 2022, were 39.3% and 22.7%, respectively. The effective tax rates for the six months ended April 30, 2023, and April 30, 2022, were 33.7% and 22.3%, respectively. The increases were primarily due to changes in the geographic composition of pre-tax earnings, an increase in the UK statutory tax rate from 19% to 25%, and capitalization of research and experimental expenditures for fiscal 2023 as required by the 2017 Tax Cuts and Jobs Act.

Note 7. Earnings Per Share

Periods Ended April 30, (In millions, except per share amounts)	Three Months		Six Months	
	2023	2022	2023	2022
Net income	\$ 39.8	\$ 126.6	\$ 124.4	\$ 221.8
<i>Basic:</i>				
Weighted average common shares	49.5	49.3	49.4	49.4
Basic earnings per share	\$ 0.80	\$ 2.57	\$ 2.52	\$ 4.49
<i>Diluted:</i>				
Weighted average common shares	49.5	49.3	49.4	49.4
Effect of dilutive stock plans	0.3	0.4	0.3	0.4
Diluted weighted average common shares	49.8	49.7	49.7	49.8
Diluted earnings per share	\$ 0.80	\$ 2.55	\$ 2.50	\$ 4.45

The following table sets forth stock options to purchase our common stock that were not included in the diluted earnings per share calculation because their effect would have been antidilutive for the periods presented:

Periods Ended April 30, (In thousands, except exercise prices)	Three Months		Six Months	
	2023	2022	2023	2022
Stock option shares excluded	313	224	313	224
Exercise prices	\$300.12 - \$406.17	\$345.74 - \$406.17	\$300.12 - \$406.17	\$345.74 - \$406.17
Restricted stock units excluded	62	12	67	11

Note 8. Share-Based Compensation

The Company has several stock plans that are described in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2022. Compensation expense and the related income tax benefit recognized in our Consolidated Condensed Statements of Income and Comprehensive Income for share-based awards, including the Employee Stock Purchase Plan, were as follows:

Periods Ended April 30, (In millions)	Three Months		Six Months	
	2023	2022	2023	2022
Selling, general and administrative expense	\$ 13.4	\$ 11.3	\$ 27.8	\$ 22.8
Cost of sales	0.9	1.0	2.0	2.3
Research and development expense	0.8	0.7	1.6	1.5
Total share-based compensation expense	\$ 15.1	\$ 13.0	\$ 31.4	\$ 26.6
Related income tax benefit	\$ 1.6	\$ 1.1	\$ 3.3	\$ 2.7

2023 Long-Term Incentive Plan (2023 Plan)

In March 2023, we received stockholder approval of the 2023 Plan, which replaces the 2007 Long-Term Incentive Plan (2007 Plan). The 2023 Plan authorizes either our Board of Directors, or a designated committee thereof composed of two or more Non-Employee Directors, to grant to eligible individuals up to 1,365,000 shares in the form of specified equity awards including stock options, restricted stock units (RSUs) and performance share units (PSUs), subject to adjustment for future stock splits, stock dividends, expirations, forfeitures, and similar events. In addition, the 2023 Plan includes any shares which were available for issuance under the 2007 Plan at the time of stockholder approval of this plan. The 2023 Plan provides for awards of stock options, RSUs and PSUs on substantially the same terms as the 2007 Plan, described in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022.

As of April 30, 2023, 1,371,164 shares remained available under the 2023 Plan for future grants. The amount of available shares includes shares which may be distributed under performance shares.

Note 9. Stockholders' Equity

Analysis of Changes in Accumulated Other Comprehensive Loss:

(In millions)	Foreign Currency Translation Adjustment	Minimum Pension Liability	Derivative Instruments	Total
Balance at October 31, 2021	\$ (320.3)	\$ (34.1)	\$ 13.1	\$ (341.3)
Gross change in value	(145.9)	—	69.6	(76.3)
Tax effect	—	—	(16.9)	(16.9)
Balance at April 30, 2022	<u>\$ (466.2)</u>	<u>\$ (34.1)</u>	<u>\$ 65.8</u>	<u>\$ (434.5)</u>
Balance at October 31, 2022	\$ (555.0)	\$ (6.2)	\$ 94.4	\$ (466.8)
Gross change in value	69.5	—	(35.0)	34.5
Tax effect	—	—	8.5	8.5
Balance at April 30, 2023	<u>\$ (485.5)</u>	<u>\$ (6.2)</u>	<u>\$ 67.9</u>	<u>\$ (423.8)</u>

Share Repurchases

In December 2011, the Company's Board of Directors authorized the 2012 Share Repurchase Program (2012 Program) and through subsequent amendments, the most recent being in March 2017, the total repurchase authorization was increased from \$500.0 million to \$1.0 billion of the Company's common stock. As of April 30, 2023, \$256.4 million remains authorized for repurchase under the 2012 Program.

During the three and six months ended April 30, 2023, there were no share repurchases under the 2012 Program.

During the three months ended April 30, 2022, there were no share repurchases under the 2012 Program. During the six months ended April 30, 2022, the Company repurchased 191.2 thousand shares of its common stock for \$78.5 million, at an average purchase price of \$410.41 per share.

Dividends

The Company paid a semiannual dividend of approximately \$1.5 million or 3 cents per share, on February 10, 2023, to stockholders of record on January 23, 2023. The Company paid a semiannual dividend of approximately \$1.5 million or 3 cents per share, on February 9, 2022, to stockholders of record on January 21, 2022.

Note 10. Contingencies

The Company is involved in various lawsuits, claims and other legal matters from time to time that arise in the ordinary course of conducting business, including matters involving our products, intellectual property, supplier relationships, distributors, competitor relationships, employees and other matters. The Company does not believe that the ultimate resolution of these proceedings or claims pending against it could have a material adverse effect on its financial condition or results of operations. At each reporting

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Notes to Consolidated Condensed Financial Statements
(Unaudited)

period, the Company evaluates whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under ASC 450, *Contingencies*. Legal fees are expensed as incurred.

Note 11. Business Segment Information

The following tables present revenue and other financial information by reportable segment:

Segment information:

Periods Ended April 30, (In millions)	Three Months		Six Months	
	2023	2022	2023	2022
CooperVision net sales by category:				
Toric lens	\$ 206.3	\$ 185.6	\$ 396.1	\$ 367.8
Multifocal lens	74.1	66.4	145.9	132.2
Single-use sphere lens	165.4	161.1	333.7	328.1
Non single-use sphere, other	143.5	140.7	294.9	287.1
Total CooperVision net sales	<u>\$ 589.3</u>	<u>\$ 553.8</u>	<u>\$ 1,170.6</u>	<u>\$ 1,115.2</u>
CooperSurgical net sales by category:				
Office and surgical	\$ 163.0	\$ 161.6	\$ 328.2	\$ 290.5
Fertility	125.1	114.4	237.1	211.2
CooperSurgical net sales	<u>288.1</u>	<u>276.0</u>	<u>565.3</u>	<u>501.7</u>
Total net sales	<u>\$ 877.4</u>	<u>\$ 829.8</u>	<u>\$ 1,735.9</u>	<u>\$ 1,616.9</u>
Operating income (loss):				
CooperVision	\$ 137.9	\$ 135.4	\$ 298.0	\$ 262.8
CooperSurgical	(24.3)	10.9	(18.5)	26.6
Corporate	(17.3)	(13.6)	(33.7)	(25.8)
Total operating income	<u>96.3</u>	<u>132.7</u>	<u>245.8</u>	<u>263.6</u>
Interest expense	26.1	10.8	52.2	17.4
Other expense, net	4.6	(41.8)	5.9	(39.4)
Income before income taxes	<u>\$ 65.6</u>	<u>\$ 163.7</u>	<u>\$ 187.7</u>	<u>\$ 285.6</u>

(In millions)	April 30, 2023	October 31, 2022
Total identifiable assets:		
CooperVision	\$ 6,970.9	\$ 6,778.9
CooperSurgical	4,337.0	4,407.8
Corporate	231.6	305.6
Total	<u>\$ 11,539.5</u>	<u>\$ 11,492.3</u>

Geographic information:

Periods Ended April 30, (In millions)	Three Months		Six Months	
	2023	2022	2023	2022
Net sales to unaffiliated customers by country of domicile:				
United States	\$ 443.1	\$ 418.9	\$ 877.9	\$ 784.2
Europe	249.5	243.2	497.7	493.5
Rest of world	184.8	167.7	360.3	339.2
Total	<u>\$ 877.4</u>	<u>\$ 829.8</u>	<u>\$ 1,735.9</u>	<u>\$ 1,616.9</u>

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Notes to Consolidated Condensed Financial Statements
(Unaudited)

(In millions)	April 30, 2023	October 31, 2022
Net property, plant and equipment by country of domicile:		
United States	\$ 893.7	\$ 856.1
Europe	329.7	310.8
Rest of world	266.4	266.0
Total	<u>\$ 1,489.8</u>	<u>\$ 1,432.9</u>

Note 12. Financial Derivatives and Hedging

As of April 30, 2023, the Company has six interest rate swap contracts that have a total notional amount of \$1.3 billion and remaining maturities of four years or less. The Company did not have any cross-currency swaps or foreign currency forward contracts as of April 30, 2023.

The interest rate swap contracts are fair valued by netting discounted future fixed cash payments and the discounted expected variable cash receipts, which are estimated based on observable market interest rate curves (Level 2). The fair value of derivative instruments are classified in "Other non-current assets" on our Consolidated Condensed Balance Sheets.

The following table summarizes the amounts recognized with respect to our derivative instruments within the accompanying Consolidated Statements of Income and Comprehensive Income:

Periods Ended April 30, (In millions)	Location of (Gain)/Loss Recognized on Derivatives	Three Months		Six Months	
		2023	2022	2023	2022
Derivatives designated as cash flow hedges					
Interest rate swap contracts	Interest (income) expense	\$ (9.9)	\$ 1.4	\$ (18.2)	\$ 3.3

The Company expects that \$41.1 million recorded as a component of "Accumulated other comprehensive loss" will be realized in the Consolidated Statements of Income and Comprehensive Income over the next twelve months and the amount will vary depending on prevailing interest rates.

The cumulative pre-tax impact of the gain on derivatives designated for hedge accounting is recognized in "Accumulated other comprehensive loss". The following table details the changes in the cumulative pre-tax impact of the gain on derivatives designated for hedge accounting:

Periods Ended April 30, (In millions)	Three Months		Six Months	
	2023	2022	2023	2022
Beginning balance gain	\$ 96.7	\$ 34.8	\$ 124.5	\$ 17.2
Amount recognized in accumulated other comprehensive loss on interest rate swap contracts, gross	2.7	50.6	(16.8)	66.3
Amount reclassified from accumulated other comprehensive loss into earnings, gross	(9.9)	1.4	(18.2)	3.3
Ending balance gain	<u>\$ 89.5</u>	<u>\$ 86.8</u>	<u>\$ 89.5</u>	<u>\$ 86.8</u>

The amount recognized in other comprehensive income on interest rate swap contracts was \$2.0 million and \$(12.7) million, net of tax, for the three and six months ended April 30, 2023, respectively, and \$38.3 million and \$50.2 million, net of tax, for the three and six months ended April 30, 2022, respectively.

The amount reclassified from other comprehensive income into earnings was \$(7.5) million and \$(13.8) million, net of tax, for the three and six months ended April 30, 2023, respectively, and \$1.0 million and \$2.5 million, net of tax, for the three and six months ended April 30, 2022, respectively.

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

Note numbers refer to "Notes to Consolidated Condensed Financial Statements" in Item 1. Unaudited Financial Statements.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. These include statements relating to plans, prospects, goals, strategies, future actions, events or performance and other statements which are other than statements of historical fact, including: statements regarding the expected impacts of global macroeconomic, health and political conditions; and statements regarding acquisitions (including acquired companies' financial positions, our market position based on acquisitions, product development and business strategies, anticipated cost synergies, expected timing and benefits of pending transactions, and integration of acquired entities or operations, as well as estimates of our and the acquired entities' future expenses, sales and earnings per share) that are forward-looking. In addition, all statements regarding anticipated growth in our revenues, anticipated market conditions, planned product launches, restructuring or business transition expectations, regulatory plans, and expected results of operations are forward-looking. To identify these statements, look for words like "believes," "outlook," "probable," "expects," "may," "will," "should," "could," "seeks," "intends," "plans," "estimates" or "anticipates" and similar words or phrases. Forward-looking statements necessarily depend on assumptions, data or methods that may be incorrect or imprecise and are subject to risks and uncertainties.

Among the factors that could cause our actual results and future actions to differ materially from those described in forward-looking statements are:

- Adverse changes in the global or regional general business, political and economic conditions, including the impact of continuing uncertainty and instability of certain countries, man-made or natural disasters and pandemic conditions, that could adversely affect our global markets, and the potential adverse economic impact and related uncertainty caused by these items.
- The impact of Russia's invasion of Ukraine and the global response to this invasion on the global economy, European economy, financial markets, energy markets, currency rates and our ability to supply product to, or through, affected countries.
- Foreign currency exchange rate and interest rate fluctuations including the risk of fluctuations in the value of foreign currencies or interest rates that would decrease our net sales and earnings.
- Our existing and future variable rate indebtedness and associated interest expense is impacted by rate increases, which could adversely affect our financial health or limit our ability to borrow additional funds.
- Changes in tax laws, examinations by tax authorities, and changes in our geographic composition of income.
- Acquisition-related adverse effects including the failure to successfully achieve the anticipated net sales, margins and earnings benefits of acquisitions, integration delays or costs and the requirement to record significant adjustments to the preliminary fair value of assets acquired and liabilities assumed within the measurement period, required regulatory approvals for an acquisition not being obtained or being delayed or subject to conditions that are not anticipated, adverse impacts of changes to accounting controls and reporting procedures, contingent liabilities or indemnification obligations, increased leverage and lack of access to available financing (including financing for the acquisition or refinancing of debt owed by us on a timely basis and on reasonable terms).
- Compliance costs and potential liability in connection with U.S. and foreign laws and health care regulations pertaining to privacy and security of personal information, such as HIPAA and the California Consumer Privacy Act (CCPA) in the U.S. and the General Data Protection Regulation (GDPR) requirements in Europe, including but not limited to those resulting from data security breaches.
- A major disruption in the operations of our manufacturing, accounting and financial reporting, research and development, distribution facilities or raw material supply chain due to challenges associated with integration of acquisitions, man-made or natural disasters, pandemic conditions, cybersecurity incidents or other causes.
- A major disruption in the operations of our manufacturing, accounting and financial reporting, research and development or distribution facilities due to technological problems, including any related to our information systems maintenance, enhancements or new system deployments, integrations or upgrades.
- Market consolidation of large customers globally through mergers or acquisitions resulting in a larger proportion or concentration of our business being derived from fewer customers.
- Disruptions in supplies of raw materials, particularly components used to manufacture our silicone hydrogel lenses.
- New U.S. and foreign government laws and regulations, and changes in existing laws, regulations and enforcement guidance, which affect areas of our operations including, but not limited to, those affecting the health care industry, including the contact lens industry specifically and the medical device or pharmaceutical industries generally, including but not limited to the EU Medical Devices Regulation (MDR) and the EU In Vitro Diagnostic Medical Devices Regulation (IVDR).

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

- Legal costs, insurance expenses, settlement costs and the risk of an adverse decision, prohibitive injunction or settlement related to product liability, patent infringement, contractual disputes, or other litigation.
- Limitations on sales following product introductions due to poor market acceptance.
- New competitors, product innovations or technologies, including but not limited to, technological advances by competitors, new products and patents attained by competitors, and competitors' expansion through acquisitions.
- Reduced sales, loss of customers and costs and expenses related to product recalls and warning letters.
- Failure to receive, or delays in receiving, regulatory approvals or certifications for products.
- Failure of our customers and end users to obtain adequate coverage and reimbursement from third-party payers for our products and services.
- The requirement to provide for a significant liability or to write off, or accelerate depreciation on, a significant asset, including goodwill, other intangible assets and idle manufacturing facilities and equipment.
- The success of our research and development activities and other start-up projects.
- Dilution to earnings per share from acquisitions or issuing stock.
- Impact and costs incurred from changes in accounting standards and policies.
- Risks related to environmental laws and requirements applicable to our facilities and products, including evolving regulations regarding the use of hazardous substances or chemicals in our products.
- Risks related to environmental, social and corporate governance (ESG) issues, including those related to climate change and sustainability.
- Other events described in our Securities and Exchange Commission filings, including the "Business" and "Risk Factors" sections in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022, as such Risk Factors may be updated in quarterly filings including updates made in this filing.

We caution investors that forward-looking statements reflect our analysis only on their stated date. We disclaim any intent to update them except as required by law.

Results of Operations

In this section, we discuss the results of our operations for the second quarter of fiscal 2023 ended April 30, 2023, and compare them with the same period of fiscal 2022. We also discuss our cash flows and current financial condition under "Capital Resources and Liquidity." Within the tables presented, percentages are calculated based on the underlying whole-dollar amounts and, therefore, may not recalculate exactly from the rounded numbers used for disclosure purposes.

Outlook

We are optimistic about the long-term prospects for the worldwide contact lens and general health care markets, and the resilience of and growth prospects for our businesses and products. However, we face significant risks and uncertainties in our global operating environment. These risks include uncertain global and regional business, political and economic conditions, including but not limited to those associated with man-made or natural disasters, pandemic conditions, inflation, foreign exchange rate fluctuations, regulatory developments, supply chain disruptions, and escalating global trade barriers. For more information on the risks associated with our global operating environment, refer to Part II, Item 1A "Risk Factors" herein. These risks and uncertainties have adversely affected our sales, cash flow and performance in the past and are likely to further adversely affect our future sales, cash flow and performance.

Global Market and Economic Conditions - Over the last few years in the U.S. and globally, market and economic conditions have been challenging, particularly in light of the COVID-19 pandemic. Foreign countries, in particular the Euro zone, have experienced recessionary pressures and face continued concerns about the systemic impacts of adverse economic conditions and geopolitical issues. In addition, changes in economic conditions, supply chain constraints, logistics challenges, labor shortages, the war in Ukraine, and steps taken by governments and central banks, particularly in response to the COVID-19 pandemic, as well as other stimulus and spending programs, have led to higher inflation, which is likely to lead to an increase in costs and may cause changes in fiscal and monetary policy, including increased interest rates. In a higher inflationary environment, we may be unable to raise the prices of our products and services sufficiently to keep up with the increase in our costs. These market and economic conditions could have a material adverse effect on our results of operations and financial condition.

CooperVision - We compete in the worldwide contact lens market with our spherical, toric, multifocal, and toric multifocal contact lenses offered in a variety of materials including those using silicone hydrogel Aquaform[®] technology and PC Technology[™]. We believe that there will be lower contact lens wearer dropout rates as technology improves and enhances the wearing experience through a combination of improved designs and materials and the growth of preferred modalities such as single-use and monthly wearing options. CooperVision also competes in the myopia management and specialty eye care contact lens markets with myopia management contact lenses using its ActivControl[®] technology and with products such as orthokeratology (ortho-k) and scleral lenses. CooperVision has U.S. Food and Drug Administration (FDA) approval for its MiSight[®] 1 day lens, which is the first and only FDA-approved product indicated to slow the progression of myopia in children with treatment initiated between the ages of 8-12. Further, CooperVision has Chinese National Medical Products Administration (NMPA) approval for its MiSight[®] 1 day lens for use in China. CooperVision is focused on greater worldwide market penetration using recently introduced products, and we continue to expand our presence in existing and emerging markets, including through acquisitions.

Our ability to compete successfully with a full range of silicone hydrogel products is an important factor to achieving our desired future levels of sales growth and profitability. CooperVision manufactures and markets a wide variety of silicone hydrogel contact lenses. Our single-use silicone hydrogel product franchises, clariti[®] and MyDay[®], remain a focus as we expect increasing demand for these products, as well as future single-use products, as the global contact lens market continues to shift to this modality. Outside of single-use, the Biofinity[®] and Avaira Vitality[®] product families comprise our focus in the FRP, or frequent replacement product, market which encompasses the monthly and 2-week modalities. Included in this segment are unique products such as Biofinity Energys[®], which helps individuals with digital eye fatigue.

CooperSurgical - Our CooperSurgical business competes in the general health care market with a commitment to advancing the health of women, babies and families through its diversified portfolio of products and services, including medical devices, fertility, genomics, diagnostics, cryogenic storage, contraception and healthcare technology services (such as cord blood and cord tissue storage and genomic testing). CooperSurgical has established its market presence and distribution system by developing products and acquiring companies, products and services that complement its business model.

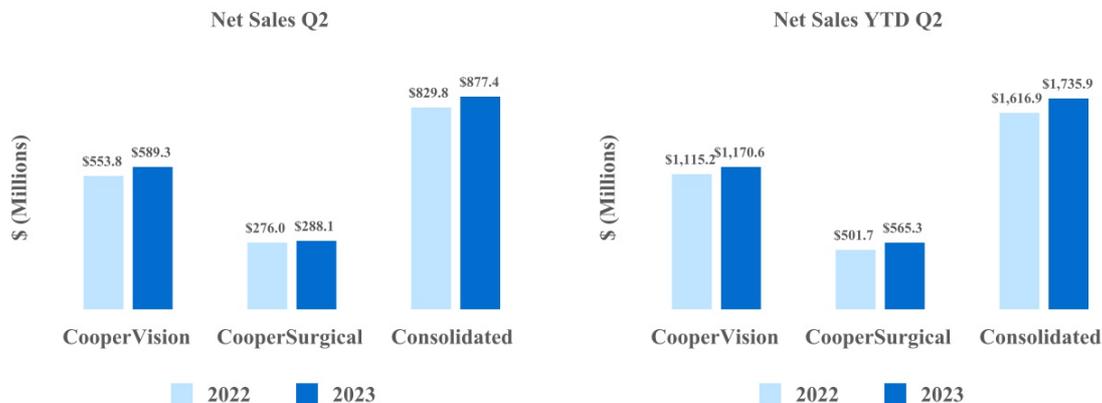
Competitive factors in the segments in which CooperSurgical competes include technological and scientific advances, product quality and availability, price and customer service (including response time and effective communication of product information to physicians, consumers, fertility clinics and hospitals).

We rely on trademarks to establish a market identity for our products. Trademarks registered or used by us in the United States and other countries include, but are not limited to, the following:

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management’s Discussion and Analysis of Financial Condition
and Results of Operations

ActivControl®, Aquaform®, Avaira Vitality®, Biofinity®, Biofinity Energys®, Biomedics®, Proclear®, MyDay® and MiSight® are registered trademarks of The Cooper Companies, Inc., its affiliates and/or subsidiaries. PC Technology™ is a trademark of The Cooper Companies, Inc., its affiliates and/or subsidiaries. The clariti® mark is a registered trademark of The Cooper Companies, Inc., its affiliates and/or subsidiaries worldwide except in the United States where the use of clariti® is licensed. Endosee®, Insoorb®, Paragard®, Mara®, Fetal Pillow® and Generate Life Sciences® are registered trademarks of CooperSurgical, Inc, its affiliates and/or subsidiaries.

Net Sales

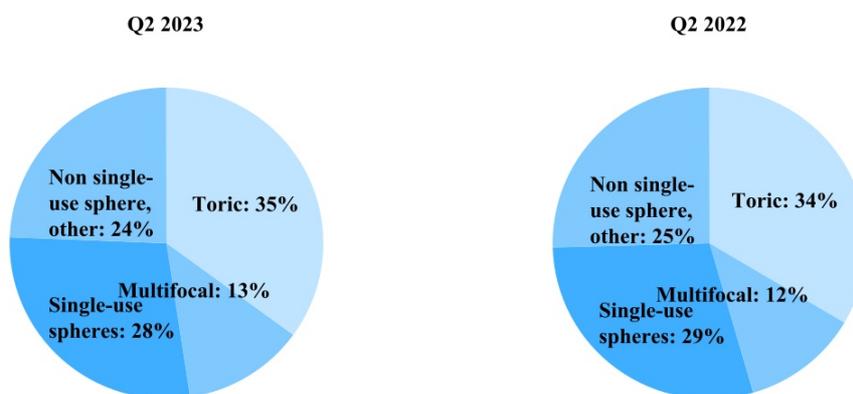


CooperVision Net Sales

The contact lens market has two major product categories:

- Spherical lenses, including lenses that correct near- and farsightedness uncomplicated by more complex visual defects; and
- Toric and multifocal lenses, including lenses that, in addition to correcting near- and farsightedness, address more complex visual defects such as astigmatism and presbyopia by adding optical properties of cylinder and axis, which correct for irregularities in the shape of the cornea.

CooperVision Net Sales by Category



Single-use spheres – This includes Biomedics 1 day, clariti 1 day, MyDay, MiSight and Proclear 1 day

Toric – This includes Avaira Vitality toric, Biomedics toric, Biofinity toric, clariti 1 day toric, MyDay toric and Proclear toric

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

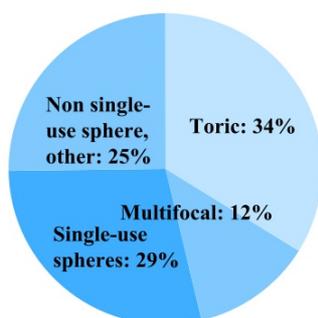
Multifocal – This includes Biofinity multifocal, Biofinity toric multifocal, clariti 1 day multifocal, MyDay multifocal and Proclear 1 day multifocal

Non single-use sphere, other – This includes our frequent replacement product (FRP) lens portfolio (Avaira Vitality spheres, Biofinity spheres, Biofinity Energys, Biomedics, Proclear spheres, clariti spheres), specialty lenses (ortho-k, scleral and custom lenses) and other.

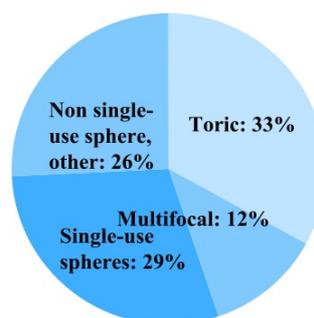
Three Months Ended April 30,

(\$ in millions)	2023	2022	2023 vs 2022 % Change
Toric	\$ 206.3	\$ 185.6	11 %
Multifocal	74.1	66.4	12 %
Single-use spheres	165.4	161.1	3 %
Non single-use sphere, other	143.5	140.7	2 %
	<u>\$ 589.3</u>	<u>\$ 553.8</u>	6 %

YTD Q2 2023



YTD Q2 2022



Six Months Ended April 30,

(\$ in millions)	2023	2022	2023 vs 2022 % Change
Toric	\$ 396.1	\$ 367.8	8 %
Multifocal	145.9	132.2	10 %
Single-use spheres	333.7	328.1	2 %
Non single-use sphere, other	294.9	287.1	3 %
	<u>\$ 1,170.6</u>	<u>\$ 1,115.2</u>	5 %

In the three and six months ended April 30, 2023, the growth experienced across all categories was partially offset by unfavorable foreign exchange rate fluctuations, which approximated \$21.2 million and \$64.6 million, respectively.

- Toric and multifocal lenses grew primarily through the success of MyDay and Biofinity.
- Single-use sphere lenses grew primarily through MyDay and MiSight lenses.
- Non single-use sphere lenses grew primarily through specialty lenses.
- "Other" products represented approximately 1% of net sales in the three and six months ended April 30, 2023, and April 30, 2022.
- Total silicone hydrogel products increased by 9% and 11% in the three and six months ended April 30, 2023.

CooperVision Net Sales by Geography

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

CooperVision competes in the worldwide soft contact lens market and services in three primary regions: the Americas, EMEA (Europe, Middle East and Africa) and Asia Pacific.

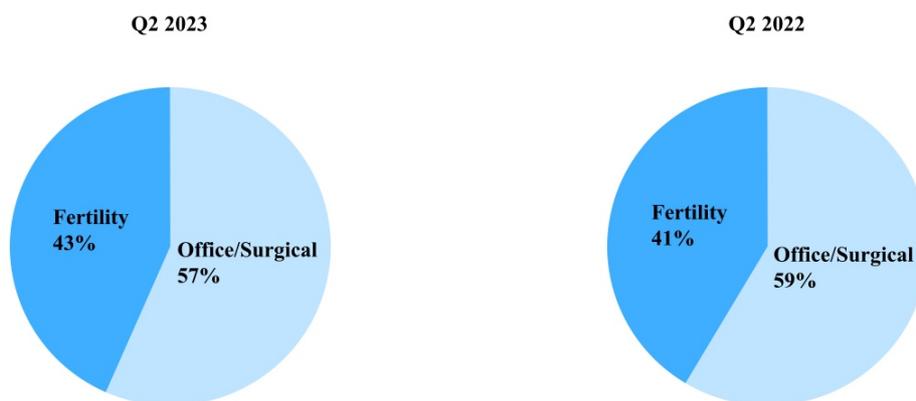
Periods Ended April 30, (\$ in millions)	Three Months			Six Months		
	2023	2022	2023 vs 2022 % Change	2023	2022	2023 vs 2022 % Change
Americas	\$ 243.3	\$ 223.5	9 %	\$ 484.8	\$ 438.9	10 %
EMEA	210.0	205.9	2 %	424.4	419.4	1 %
Asia Pacific	136.0	124.4	9 %	261.4	256.9	2 %
	<u>\$ 589.3</u>	<u>\$ 553.8</u>	6 %	<u>\$ 1,170.6</u>	<u>\$ 1,115.2</u>	5 %

CooperVision's growth in net sales was primarily attributable to market gains of silicone hydrogel contact lenses. Refer to CooperVision Net Sales by Category above for further discussion.

CooperSurgical Net Sales by Category

CooperSurgical supplies the family health care market with a diversified portfolio of products and services. Our office and surgical offerings include products that facilitate surgical and non-surgical procedures that are commonly performed primarily by obstetricians and gynecologists in hospitals, surgical centers, fertility clinics and medical offices. Fertility offerings include highly specialized products and services that target the IVF process, including diagnostics testing with a goal to make fertility treatment safer, more efficient and convenient.

The chart below shows the percentage of net sales of office and surgical and fertility.



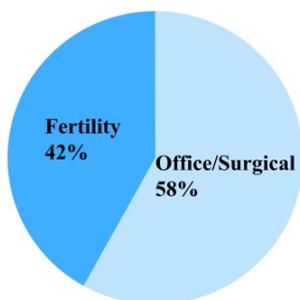
Office/Surgical – This includes Endosee endometrial imaging products, Fetal Pillow[®] cephalic elevation devices for use in Cesarean sections, illuminated speculum products, Lone Star retractor systems, loop electrosurgical excision procedure (LEEP) products, Mara water ablation systems, newborn stem cell storage, Paragard contraceptive IUDs, point-of-care products and uterine positioning products.

Fertility – Our significant fertility products and services include cryostorage, donor gamete services, fertility consumables and equipment and genomic services (including preimplantation genetic testing).

Three Months Ended April 30, (\$ in millions)	2023	2022	2023 vs 2022 % Change
Office and surgical	\$ 163.0	\$ 161.6	1 %
Fertility	125.1	114.4	9 %
	<u>\$ 288.1</u>	<u>\$ 276.0</u>	4 %

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

YTD Q2 2023



YTD Q2 2022



**Six Months Ended April 30,
(\$ in millions)**

	2023	2022	2023 vs 2022 % Change
Office and surgical	\$ 328.2	\$ 290.5	13 %
Fertility	237.1	211.2	12 %
	<u>\$ 565.3</u>	<u>\$ 501.7</u>	13 %

In the three months ended April 30, 2023, office and surgical net sales increased primarily due to increase in sales from products such as Uterine Manipulators, Point-of-Care, Surgical Retractors and Fetal Pillow, partially offset by decrease in Paragard sales. Fertility net sales increased compared to the prior year mainly due to an increase in revenue from fertility equipment sales, preimplantation genetic testing and Embryo Options.

In the six months ended April 30, 2023, the net sales increase in both categories was primarily due to the addition of Generate Life Sciences (Generate) on December 17, 2021.

The above growth experienced across all categories was partially offset by unfavorable foreign exchange rate fluctuations, which approximated \$3.8 million and \$11.6 million for the three and six months ended April 30, 2023, respectively.

Gross Margin

Consolidated gross margin increased in the three and six months ended April 30, 2023, to 66% compared to 64% and 65% in the three and six months ended April 30, 2022, primarily driven by a more favorable product mix.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

Selling, General and Administrative Expense (SGA)

Three Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 221.8	38 %	\$ 188.9	34 %	17 %
CooperSurgical	168.4	58 %	119.9	43 %	40 %
Corporate	17.3	—	13.6	—	27 %
	<u>\$ 407.5</u>	<u>46 %</u>	<u>\$ 322.4</u>	<u>39 %</u>	<u>26 %</u>

Six Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 409.1	35 %	\$ 399.7	36 %	2 %
CooperSurgical	295.6	52 %	216.0	43 %	37 %
Corporate	33.7	—	25.8	—	30 %
	<u>\$ 738.4</u>	<u>43 %</u>	<u>\$ 641.5</u>	<u>40 %</u>	<u>15 %</u>

CooperVision's SGA increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to increases in distribution costs, general and administrative costs and selling and marketing activities. The increase in the six months ended April 30, 2023, was partially offset by \$31.8 million release of contingent consideration liability associated with SightGlass Vision's regulatory approval milestone.

CooperSurgical's SGA increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to an accrual of \$45.0 million associated with the probable payment in August 2023 of a termination fee under an asset purchase agreement related to Cook Medical's reproductive health business and support for increased sales. See Note 2. Acquisitions and Joint Venture of the Consolidated Condensed Financial Statements for additional information on the probable payment of the termination fee. The increase in the six months ended April 30, 2023, was due to the addition of Generate SGA and acquisition and integration expenses.

Corporate SGA increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to share-based compensation related expenses.

Research and Development Expense (R&D)

Three Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 16.9	3 %	\$ 14.4	3 %	17 %
CooperSurgical	15.7	5 %	11.9	4 %	34 %
	<u>\$ 32.6</u>	<u>4 %</u>	<u>\$ 26.3</u>	<u>3 %</u>	<u>24 %</u>

Six Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 33.6	3 %	\$ 30.6	3 %	10 %
CooperSurgical	30.6	5 %	21.8	4 %	40 %
	<u>\$ 64.2</u>	<u>4 %</u>	<u>\$ 52.4</u>	<u>3 %</u>	<u>22 %</u>

CooperVision's R&D expense for the three and six months ended April 30, 2023, increased compared to the three and six months ended April 30, 2022, primarily due to myopia management programs and the timing of R&D projects. CooperVision's R&D activities are primarily focused on the development of contact lenses, manufacturing technology and process enhancements.

CooperSurgical's R&D expense increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, mainly due to European Medical Device Regulation costs. CooperSurgical's R&D activities are focused on

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

developing and refining diagnostic and therapeutic products including medical interventions, surgical devices and fertility solutions.

Amortization Expense

Three Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 8.3	1 %	\$ 8.0	1 %	4 %
CooperSurgical	38.2	13 %	43.1	16 %	(11)%
	<u>\$ 46.5</u>	<u>5 %</u>	<u>\$ 51.1</u>	<u>6 %</u>	<u>(9)%</u>

Six Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 16.7	1 %	\$ 16.2	1 %	3 %
CooperSurgical	76.3	14 %	77.2	15 %	(1)%
	<u>\$ 93.0</u>	<u>5 %</u>	<u>\$ 93.4</u>	<u>6 %</u>	<u>— %</u>

CooperVision's amortization expense for the three and six months ended April 30, 2023, remained relatively flat year over year. CooperSurgical's amortization expense decreased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to certain intangible assets becoming fully amortized.

Operating Income

Three Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 137.9	23 %	\$ 135.4	24 %	2 %
CooperSurgical	(24.3)	(8)%	10.9	4 %	(323)%
Corporate	(17.3)	—	(13.6)	—	27 %
	<u>\$ 96.3</u>	<u>11 %</u>	<u>\$ 132.7</u>	<u>16 %</u>	<u>(27)%</u>

Six Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
CooperVision	\$ 298.0	25 %	\$ 262.8	24 %	13 %
CooperSurgical	(18.5)	(3)%	26.6	5 %	(170)%
Corporate	(33.7)	—	(25.8)	—	30 %
	<u>\$ 245.8</u>	<u>14 %</u>	<u>\$ 263.6</u>	<u>16 %</u>	<u>(7)%</u>

CooperVision's operating income increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to an increase in net sales partially offset by net changes in operating expenses.

CooperSurgical's operating income decreased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to an increase in SGA, partially offset by an increase in net sales.

Corporate operating loss increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to higher share-based compensation expense.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

Interest Expense

Three Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
Interest expense	\$ 26.1	3 %	\$ 10.8	1 %	141 %

Six Months Ended April 30,

(\$ in millions)	2023	% Net Sales	2022	% Net Sales	2023 vs 2022 % Change
Interest expense	\$ 52.2	3 %	\$ 17.4	1 %	200 %

Interest expense increased during the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to higher interest rates.

Other Expense (Income), Net

Periods Ended April 30,

(\$ in millions)	Three Months		Six Months	
	2023	2022	2023	2022
Investment gain	\$ —	\$ (48.4)	\$ —	\$ (48.4)
Foreign exchange (gain) loss	2.8	7.0	1.8	10.3
Other expense (income), net	1.8	(0.4)	4.1	(1.3)
	\$ 4.6	\$ (41.8)	\$ 5.9	\$ (39.4)

Investment gain during the three and six months ended April 30, 2022, primarily consisted of a gain on remeasurement of the fair value of retained equity investment in SightGlass Vision, Inc. (SGV) as a result of deconsolidation. Foreign exchange loss is primarily associated with the weakening of the US dollar against foreign currencies and the effect on intercompany receivables.

Other expense (income), net increased in the three and six months ended April 30, 2023, compared to the three and six months ended April 30, 2022, primarily due to loss on minority investments, partially offset by defined benefit plan related income.

Provision for Income Taxes

The effective tax rates for the three months ended April 30, 2023, and April 30, 2022, were 39.3% and 22.7%, respectively. The effective tax rates for the six months ended April 30, 2023, and April 30, 2022, were 33.7% and 22.3%, respectively. The increases were primarily due to changes in the geographic composition of pre-tax earnings, an increase in the UK statutory tax rate from 19% to 25%, and capitalization of research and experimental expenditures for fiscal 2023 as required by the 2017 Tax Cuts and Jobs Act.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

Capital Resources and Liquidity

Working capital on April 30, 2023, and October 31, 2022, was \$650.2 million and \$253.4 million, respectively. The increase in working capital was primarily due to repayment of the 364-day term loan during the first six months of fiscal 2023. See Note 5. Financing Arrangements for further information.

Cash Flow

<u>(\$ in millions)</u>	<u>April 30, 2023</u>	<u>April 30, 2022</u>
Operating activities	\$ 290.8	\$ 297.8
Investing activities	(195.3)	(1,685.0)
Financing activities	(124.4)	1,696.5
Effect of exchange rate changes on cash, cash equivalents, restricted cash	2.4	(6.3)
Net (decrease) increase in cash, cash equivalents, restricted cash	\$ (26.5)	\$ 303.0

Operating Cash Flow

Cash provided by operating activities in the first six months of fiscal 2023 decreased compared to the first six months of fiscal 2022, primarily due to the net changes in other non-cash items and operating capital, offset by the \$40.7 million settlement of contingent consideration which took place in the first six months of fiscal 2022.

Investing Cash Flow

Cash used in investing activities in the first six months of fiscal 2023 was lower than cash used in the first six months of fiscal 2022, primarily attributable to \$1.6 billion cash paid, net of cash acquired, for the Generate acquisition in the first six months of fiscal 2022. The decrease in cash used for acquisitions was partially offset by an increase in purchases of property, plant and equipment.

Financing Cash Flow

Cash used in financing activities in the first six months of fiscal 2023 was primarily due to repayments of \$338.0 million on the 2021 364-day term loan, partially offset by \$215.0 million of funds drawn on the 2020 revolving credit.

Cash provided by financing activities in the first six months of fiscal 2022 was primarily due to funds received from the 2021 term loan facility (\$1.5 billion) and the 2021 364-day term loan facility (\$840.0 million), partially offset by \$549.0 million repayments of the 2021 revolving credit and \$78.5 million repurchases of common stock.

Refer to Note 5. Financing Arrangements for further information.

The following is a summary of the maximum commitments and the net amounts available to us under different credit facilities as of April 30, 2023:

<u>(In millions)</u>	<u>Facility Limit</u>	<u>Outstanding Borrowings</u>	<u>Outstanding Letters of Credit</u>	<u>Total Amount Available</u>	<u>Maturity Date</u>
Revolving Credit:					
2020 Revolving Credit	\$ 1,290.0	\$ 215.0	\$ 1.4	\$ 1,073.6	April 1, 2025
Term loan:					
2020 Term Loan	850.0	850.0	n/a	—	April 1, 2025
2021 Term Loan	1,500.0	1,500.0	n/a	—	December 17, 2026
Total	\$ 3,640.0	\$ 2,565.0	\$ 1.4	\$ 1,073.6	

THE COOPER COMPANIES, INC. AND SUBSIDIARIES
Item 2. Management's Discussion and Analysis of Financial Condition
and Results of Operations

As of April 30, 2023, the Company was in compliance with all debt covenants. See Note 5. Financing Arrangements of the Consolidated Condensed Financial Statements for additional information.

Considering recent market conditions and the COVID-19 pandemic crisis, we have re-evaluated our operating cash flows and cash requirements and continue to believe that current cash, cash equivalents, future cash flow from operating activities and cash available under our 2020 Credit Agreement will be sufficient to meet our anticipated cash needs, including working capital needs, capital expenditures and contractual obligations for at least 12 months from the issuance date of the Consolidated Condensed Financial Statements included in this quarterly report. To the extent additional funds are necessary to meet our liquidity needs such as that for acquisitions, share repurchases, cash dividends or other activities as we execute our business strategy, we anticipate that additional funds could be obtained through the incurrence of additional indebtedness, additional equity financings or a combination of these potential sources of funds; however, such financing may not be available on favorable terms, or at all.

Share Repurchase

In December 2011, our Board of Directors authorized the 2012 Program and through subsequent amendments, the most recent in March 2017, the total repurchase authorization was increased from \$500.0 million to \$1.0 billion of the Company's common stock. The program has no expiration date and may be discontinued at any time. Purchases under the 2012 Program are subject to a review of the circumstances in place at the time and may be made from time to time as permitted by securities laws and other legal requirements. As of April 30, 2023, \$256.4 million remains authorized for repurchase under the 2012 Program.

During the six months ended April 30, 2023, there were no share repurchases under the 2012 Program. During the six months ended April 30, 2022, the Company repurchased 191.2 thousand shares of its common stock for \$78.5 million, at an average purchase price of \$410.41 per share.

Dividends

We paid a semiannual dividend of approximately \$1.5 million or 3 cents per share, on February 9, 2023, to stockholders of record on January 20, 2023.

Transition from LIBOR

The UK's Financial Conduct Authority (FCA), which regulates the London Interbank Offered Rate (LIBOR), announced in July 2017 that it will no longer persuade or require banks to submit rates for LIBOR after 2021. In March 2021, the FCA confirmed its intention to stop requiring banks to submit rates required to calculate LIBOR after 2021. However, for U.S. dollar-denominated (USD) LIBOR, only one-week and two-month USD LIBOR will cease to be published after 2021, and all remaining USD LIBOR tenors will continue being published until June 2023. Further, in March 2020, the Financial Accounting Standards Board (FASB) issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This guidance provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. Effective February 1, 2023, the Company transitioned its credit agreements from LIBOR to the Secured Overnight Financing Rate ("SOFR").

Estimates and Critical Accounting Policies

Information regarding estimates and critical accounting policies is included in Management's Discussion and Analysis in our Form 10-K for the fiscal year ended October 31, 2022. There have been no material changes in our policies from those previously discussed in our Form 10-K for the fiscal year ended October 31, 2022.

Accounting Pronouncements

Information regarding new accounting pronouncements is included in Note 1. General of the Consolidated Condensed Financial Statements of this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

We are exposed to market risks that relate principally to changes in interest rates and foreign currency fluctuations. We do not enter into derivative financial instrument transactions for speculative purposes.

Foreign Currency Exchange Risk

We operate multiple foreign subsidiaries that manufacture and market our products worldwide. As a result, our earnings, cash flow and financial position are exposed to foreign currency risk from foreign currency denominated receivables and payables, sales transactions, capital expenditures and net investment in certain foreign operations. Most of our operations outside the United States have their local currency as their functional currency. We are exposed to risks caused by changes in foreign exchange, principally our British pound sterling, euro and Japanese yen denominated debt and receivables denominated in currencies other than the United States dollar, and from operations in other foreign currencies. We did not have any cross-currency swaps or foreign currency forward contracts as of April 30, 2023.

Interest Rate Risk

We are exposed to risks associated with changes in interest rates, as the interest rates on our revolving lines of credit and term loans may vary with the federal funds rate and SOFR (and, previously, LIBOR). As of April 30, 2023, we had outstanding debt for an aggregate carrying amount of \$2.6 billion. We have entered, and in the future may enter, into interest rate swaps to manage interest rate risk. Effective February 1, 2023, the base interest rate on our credit agreements was converted from LIBOR to SOFR.

Our ultimate realized gain or loss with respect to interest rate fluctuations will depend on interest rates, the exposures that arise during the period and our hedging strategies at that time. As an example, if interest rates were to increase or decrease by 1% or 100 basis points, the quarterly interest expense would have increased or decreased by approximately \$4.0 million based on average debt outstanding, after consideration of our interest rate swap contracts, during the second quarter of fiscal 2023. See Note 5. Financing Arrangements of the Consolidated Condensed Financial Statements for additional information.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Based on management's evaluation (with the participation of our Chief Executive Officer (our Principal Executive Officer) and Chief Financial Officer (our Principal Financial Officer)), as of the end of the period covered by this report, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, (the Exchange Act)) are effective to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms and is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during our second quarter of fiscal 2023, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

Information regarding legal proceedings is included in Note 10. Contingencies of the Consolidated Condensed Financial Statements of this Quarterly Report on Form 10-Q.

Item 1A. Risk Factors

Our business faces significant risks. These risks include those described below and may include additional risks and uncertainties not presently known to us or that we currently deem immaterial. Our business, financial condition and results of operations could be materially adversely affected by any of these risks, and the trading prices of our common stock could decline by virtue of these risks. These risks should be read in conjunction with the other information in this report.

Risk factors describing the major risks to our business can be found under Item 1A. Risk Factors in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022. There have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended October 31, 2022.

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

Issuer Purchases of Equity Securities

The share repurchase program was approved by the Company's Board of Directors in December 2011 (2012 Program). The program as amended in December 2012, December 2013 and March 2017 provides authorization to repurchase up to a total of \$1.0 billion of the Company's common stock. As of April 30, 2023, \$256.4 million remains authorized for repurchase under the 2012 Program.

During the three and six months ended April 30, 2023, there were no share repurchases under the 2012 Program.

During the three months ended April 30, 2022, there were no share repurchases under the 2012 Program. During the six months ended April 30, 2022, the Company repurchased 191.2 thousand shares of its common stock for \$78.5 million, at an average purchase price of \$410.41 per share.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	The Cooper Companies, Inc. 2023 Long-Term Incentive Plan, incorporated by reference to Exhibit A to the Company's Definitive Proxy Statement on Schedule 14A filed on January 30, 2023
10.2	Form of Stock Option Agreement for the 2023 Long-Term Incentive Plan
10.3	Form of Restricted Stock Unit Agreement for the 2023 Long-Term Incentive Plan
10.4	Form of Performance Stock Unit Agreement for the 2023 Long-Term Incentive Plan
31.1	Certification of the Chief Executive Officer, pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934
31.2	Certification of the Chief Financial Officer, pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934
32.1	Certification of the Chief Executive Officer, pursuant to 18 U.S.C. Section 1350
32.2	Certification of the Chief Financial Officer, pursuant to 18 U.S.C. Section 1350
101.1	The following materials from the Company's Quarterly Report on Form 10-Q for the three and six months period ended April 30, 2023 formatted in Inline XBRL (Extensible Business Reporting Language): (i) Consolidated Condensed Statements of Income and Comprehensive Income, (ii) Consolidated Condensed Balance Sheets, (iii) Consolidated Condensed Statements of Stockholders' Equity, (iv) Consolidated Condensed Statements of Cash Flows and (v) related Notes to Consolidated Condensed Financial Statements.
104.1	Cover Page Interactive Data File (embedded within the Inline XBRL document)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

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.

The Cooper Companies, Inc.

(Registrant)

Date: June 2, 2023

/s/ Brian G. Andrews

Brian G. Andrews

Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

Date: June 2, 2023

/s/ Agostino Ricupati

Agostino Ricupati

Senior Vice President and Chief Accounting Officer (Principal Accounting
Officer)

**THE COOPER COMPANIES, INC.
2023 LONG-TERM INCENTIVE PLAN
STOCK OPTION GRANT NOTICE**

The Cooper Companies, Inc., a Delaware corporation (the "Company"), pursuant to its 2023 Long-Term Incentive Plan, as may be amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant"), an option to purchase the number of shares of Common Stock (the "Shares") set forth below (the "Option"). The Option is subject to all of the terms and conditions set forth in this Stock Option Grant Notice ("Grant Notice"), as well as in the Plan and the Stock Option Agreement attached hereto as **Exhibit A**, including any additional provisions for Participant's country of residence, if any, set forth in the Appendix for Participant's country (the "Country Provisions," and collectively, the "Agreement"), each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice, the Country Provisions and the Stock Option Agreement.

Participant: []

Grant Date: []

Vesting Commencement Date: []

Exercise Price per Share: \$[]

Total Number of Shares Subject to the Option: []

Expiration Date: []

Vesting Schedule: The Option will vest in accordance with the following schedule:
[]

Type of Option: Incentive Stock Option Non-Qualified Stock Option

If the Company uses an electronic capitalization table system (such as Shareworks, Carta, or Equity Edge) and the fields in the this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information will be deemed to come from the electronic capitalization system and is considered part of the Option and the Agreement. In addition, the Company's signature below shall be deemed to have occurred by the Company's input of the Option in such electronic capitalization table system and Participant's signature below shall be deemed to have occurred by Participant's online acceptance of the Option through such electronic capitalization table system, **including any acceptance through a prior electronic capitalization system.**

By Participant's acceptance of the Option through the online acceptance procedure established by the Company, or by Participant's signature and the Company's signature below, Participant agrees to be bound by the terms and conditions of the Plan and the Agreement (including this Grant Notice). Participant has reviewed the Plan and the Agreement (including this Grant Notice) in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan and the Agreement (including this Grant Notice). Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan and the Agreement (including this Grant Notice).

THE COOPER COMPANIES, INC.:

By:
Print Name:
Title:
Address:

PARTICIPANT:

By:
Print Name:
Address:

The Cooper Companies, Inc.
STOCK OPTION GRANT NOTICE

**EXHIBIT A
TO STOCK OPTION GRANT NOTICE
STOCK OPTION AGREEMENT**

Pursuant to the Stock Option Grant Notice (the "Grant Notice") to which this Stock Option Agreement, including any additional non-U.S. and country-specific terms and conditions set forth in any appendices attached hereto (this "Agreement") is attached, The Cooper Companies, Inc., a Delaware corporation (the "Company"), has granted to Participant an Option under the Company's 2023 Long-Term Incentive Plan, as may be amended from time to time (the "Plan"), to purchase the number of Shares indicated in the Grant Notice.

ARTICLE I.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. If the Country Provisions apply to Participant, in the event of a conflict between the terms of this Agreement, the Grant Notice and the Country Provisions, the terms of the Country Provisions shall control.

ARTICLE II.

GRANT OF OPTION

1.1 Grant of Option. Effective as of the Grant Date set forth in the Grant Notice (the "Grant Date"), the Company irrevocably grants to Participant the Option to purchase any part or all of an aggregate of the number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Plan, this Agreement, and the Country Provisions (if applicable), subject to adjustments as provided in Section 12.2 of the Plan. Unless designated as a Non-Qualified Stock Option in the Grant Notice, the Option shall be an Incentive Stock Option to the maximum extent permitted by law.

1.2 Exercise Price. The exercise price of the Shares subject to the Option shall be as set forth in the Grant Notice, without commission or other charge; *provided, however*, that the exercise price per share of the Shares subject to the Option shall not be less than 100% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, if the Option is designated as an Incentive Stock Option and Participant is a Greater Than 10% Stockholder as of the Grant Date, the exercise price per share of the Shares subject to the Option shall not be less than 110% of the Fair Market Value of a Share on the Grant Date.

ARTICLE III.

PERIOD OF EXERCISABILITY

1.1 Commencement of Exercisability.

(a) Subject to this Section 3.1 and Sections 3.2, 3.3, 5.13 and 5.20 hereof, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) No portion of the Option which has not become vested and exercisable at the date of Participant's Termination of Service shall thereafter become vested and exercisable, except as may be

otherwise provided by the Administrator or as set forth in a written agreement between the Company (or any Subsidiary that is the employer of Participant) and Participant.

(c) Notwithstanding Section 3.1(a) hereof and the Grant Notice, but subject to Section 3.1(b) hereof, in the event of a Change in Control, the Option shall be treated pursuant to Section 12.2 of the Plan.

1.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof.

1.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

- (a) The Expiration Date set forth in the Grant Notice, which shall in no event be more than ten years from the Grant Date;
- (b) If the Option is designated as an Incentive Stock Option and Participant, at the time the Option was granted, was a Greater Than 10% Stockholder, the expiration of five years from the Grant Date;
- (c) The expiration of three months from the date of Participant's Termination of Service, unless such termination occurs by reason of Participant's death, Disability, Retirement or Cause;
- (d) The expiration of one year from the date of Participant's Termination of Service by reason of Participant's death;
- (e) The expiration of three years from Participant's Termination of Service by reason of Participant's Disability or Retirement; *provided*, that if during such three-year period, Participant owns more than five percent (5%) of the shares of outstanding common stock of a competitor of the Company or provides services to such competitor, whether directly or indirectly as an employee, contractor, consultant, director, partner, member, or otherwise, then the Option shall be forfeited and shall terminate and no longer be exercisable. For this purpose, a "competitor" of the Company shall mean any entity, trade or business that provides similar products or services as those provided by the Company and in the same markets as those provided by the Company at the time of Participant's Termination of Service and/or in which the Company had plans to provide products or services at the time of Participant's Termination of Service. In the event that Participant dies during the period in which the Option remains exercisable under this Section 3.3(e) after Participant's Termination of Service, the Option may be exercised for a period of one (1) year after the date of Participant's death; or
- (f) Participant's Termination of Service for Cause.

1.4 Termination of Service.

(a) Notwithstanding any contrary provision of this Agreement or the Plan, except as otherwise provided by the Administrator, upon Participant's Termination of Service for any or no reason (and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed), any portion of the Option that has not vested and become exercisable prior to or in connection with such Termination of Service shall automatically be forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights under this Agreement. No portion of the Option that has not become vested as of the date on which Participant incurs a Termination of Service shall thereafter become vested, except as may otherwise be provided by the Administrator or as set forth in a written agreement between the Company (or any Subsidiary that is the employer of Participant) and Participant.

(b) For purposes of the Option, Participant's Termination of Service will be considered to occur on the date Participant is no longer actively providing services to the Company or any Subsidiary, and unless otherwise expressly provided in this Agreement or determined by the Administrator, Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed). The Company shall have the discretion to determine when Participant is no longer actively providing services for purposes of Participant's Option (including whether Participant may still be considered to be providing services while on a leave of absence).

1.5 Special Tax Consequences. Participant acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Stock Options, including the Option (if applicable), are exercisable for the first time by Participant in any calendar year exceeds \$100,000, the Option and such other options shall be Non-Qualified Stock Options to the extent necessary to comply with the limitations imposed by Section 422(d) of the Code. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other "incentive stock options" into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. Participant also acknowledges that an Incentive Stock Option exercised more than three months after Participant's termination of employment with the Company and its Subsidiaries, other than by reason of death or Disability, will be taxed as a Non-Qualified Stock Option.

1.6 Taxes.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount (if any) actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting, exercise or settlement of the Option, the subsequent sale or disposal of Shares and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant of the Option or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Tax Withholding. Prior to any relevant taxable or tax withholding event, as applicable, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to withhold any and all Tax-Related Items by one or a combination of the following: (i) deducting an amount sufficient to satisfy such withholding obligation from any payment of any kind otherwise due to Participant; (ii) accepting a payment from Participant in cash, by wire transfer of immediately available funds, or by check made payable to the order of the Company or a Subsidiary, as applicable; (iii) accepting the delivery of Shares, including Shares delivered by attestation; (iv) retaining Shares from settlement of the Option; (v) if there is a public market for Shares at the time the withholding obligation for Tax-Related Items is to be satisfied, selling Shares issued pursuant to the Option, either voluntarily by Participant or mandatorily by the Company; (vi) accepting delivery of a promissory note or any other lawful consideration; and/or (vii) any other method of withholding determined by the Company and to the extent required by Applicable Law or the Plan, approved by the Administrator.

(c) Withholding Rates. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may be able to receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, Participant may be able to seek a refund from the local tax authorities. In the event of under-

withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the Option, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

(d) Company's Obligation to Deliver Shares. The Company shall not be obligated to deliver any Shares to Participant or Participant's legal representative unless and until Participant or Participant's legal representative shall have paid or otherwise satisfied in full the amount of all Tax-Related Items applicable to the taxable income of Participant resulting from the grant, vesting or exercise of the Option or the issuance of Shares.

ARTICLE IV.

EXERCISE OF OPTION

1.1 Person Eligible to Exercise. Except as provided in Section 5.3 hereof, during the lifetime of Participant, only Participant may exercise the Option or any portion thereof, unless it has been disposed of pursuant to a DRO. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by the deceased Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws of descent and distribution.

1.2 Exercise.

(a) Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof. However, the Option shall not be exercisable with respect to fractional Shares.

(b) Except as otherwise provided in the Appendix or as determined by the Administrator, the Option may be exercised automatically on the Automatic Exercise Date in accordance with Section 6.3 of the Plan.

1.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party administrator or other person or entity designated by the Company; for the avoidance of doubt, delivery shall include electronic delivery), during regular business hours, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof:

(a) An exercise notice in a form specified by the Administrator, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator. The notice shall be signed by Participant or other person then entitled to exercise the Option or such portion of the Option;

(b) The receipt by the Company of full payment for the Shares with respect to which the Option or portion thereof is exercised, including payment of any applicable Tax-Related Items, which shall be made by deduction from other compensation payable to Participant or in such other form of consideration permitted under Section 4.4 hereof that is acceptable to the Company;

(c) Any other written representations or documents as may be required in the Administrator's sole discretion to evidence compliance with the Securities Act, the Exchange Act or any other Applicable Law; and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

Notwithstanding any of the foregoing, the Company shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

1.4 Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of Participant:

(a) Cash or check;

(b) With the consent of the Administrator, surrender of Shares (including, without limitation, Shares otherwise issuable upon exercise of the Option) held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof; or

(c) Other legal consideration acceptable to the Administrator (including, without limitation, through the delivery of a notice that Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company at such time as may be required by the Company, but in any event not later than the settlement of such sale).

1.5 Conditions to Issuance of Shares. The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the conditions in Section 10.4 of the Plan and the following conditions:

(a) The admission of such Shares to listing on all stock exchanges on which such Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any U.S. or non-U.S. state or federal law or under rulings or regulations of the U.S. Securities and Exchange Commission or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any U.S. or non-U.S. state or federal governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable Tax-Related Items, which may be in one or more of the forms of consideration permitted under Section 4.4 hereof; and

(e) The lapse of such reasonable period of time following the exercise of the Option as the Administrator may from time to time establish for reasons of administrative convenience.

1.6 Participant's Representations. If the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of exercise, Participant shall, if required by the Company, concurrently with such exercise, make such written representations as are deemed necessary or appropriate by the Company or its counsel.

1.7 Rights as Stockholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares purchasable upon the exercise of any part of the Option unless and until such Shares shall have been issued by the Company and held of record by such holder (as

evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 12.2 of the Plan.

ARTICLE V.

OTHER PROVISIONS

1.1 Nature of Grant. By accepting the Option, Participant acknowledges, understands, and agrees that:

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

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

(c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the Option and any Shares acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;

(f) the Option and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for any purposes, including for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

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

(h) if the underlying Shares do not increase in value, the Option will have no value;

(i) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease, even below the exercise price;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from Participant's Termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where Participant is providing service or the terms of Participant's employment or other service agreement, if any);

(k) unless otherwise agreed with the Company, the Option and the Shares subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary or other affiliate of the Company;

(l) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(m) neither the Company, the Employer nor any other Subsidiary or other affiliate of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

1.2 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option.

1.3 Whole Shares. The Option may only be exercised for whole Shares.

1.4 Transferability. The Option shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

1.5 Tax Consultation. Participant understands that Participant may suffer adverse tax consequences in connection with the Option granted pursuant to this Agreement (and the Shares issuable with respect thereto). The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding Participant's participation in the Plan or the Agreement or any receipt of the Option or sale of Shares acquired upon settlement of the Option. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the Option and the issuance of Shares with respect thereto and that Participant is not relying on the Company for any tax advice.

1.6 Binding Agreement. Subject to the limitation on the transferability of the Option contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

1.7 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the Option in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and Section 12.2 of the Plan.

1.8 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 5.8, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to Participant shall, if Participant is then deceased, be given to the person entitled to exercise Participant's Option pursuant to Section 4.1 hereof by written notice under this Section 5.8. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or comparable non-U.S. postal service.

1.9 Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Option awarded under the Plan or future Option that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

1.10 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

1.11 Governing Law and Venue. Except as required by Delaware corporate law, the laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. By entering into this Agreement, Participant irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America, in each case located in the State of California, for any action arising out of or relating to this Agreement and the Plan (and agrees not to commence any litigation relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address contained in the records of the Company shall be effective service of process for any litigation brought against it in any such court. By entering into this Agreement, Participant irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of the Plan or this Agreement in the courts of the State of California or the United States of America, in each case located in the State of California, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. By entering into this Agreement, Participant irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to the Plan or this Agreement.

1.12 Conformity to Applicable Law. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any other Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

1.13 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however,* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of Participant, unless such action is necessary to ensure or facilitate compliance with Applicable Law, as determined by the Administrator.

1.14 Successors and Assigns. The Company may assign any of its rights and delegate any of its obligations under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 5.4 hereof, this Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, successors and assigns.

1.15 Notification of Disposition. If this Option is designated as an Incentive Stock Option, Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two years from the Grant Date with respect to such Shares or (b) within one year after the transfer of such Shares to Participant. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

1.16 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, then the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

1.17 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall (i) be interpreted as forming or amending an employment or service contract, (ii) confer upon Participant

any right to commence or continue to serve as an Employee, Consultant or other service provider of the Company or any of its Subsidiaries or (iii) interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary (as applicable) and Participant.

1.18 Entire Agreement. The Plan, the Grant Notice and this Agreement (including the Country Provisions) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, *provided* that the Option shall be subject to any accelerated vesting provisions in any written agreement between Participant and the Company (or any Subsidiary that is the employer of Participant) or a Company plan pursuant to which Participant is eligible to participate, in each case, in accordance with the terms therein.

1.19 Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

1.20 Section 409A. The Option is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the Option (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for the Option either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

1.21 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

1.22 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, such provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect.

1.23 Country-Specific Provisions. The Option shall be subject to the Country Provisions, if any, for Participant's country of residence, as set forth in the Country Provisions. If Participant relocates to one of the countries included in the Country Provisions during the life of the Option, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

1.24 Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, the Option and the Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

1.25 Language. By participating in the Plan, Participant acknowledges that Participant is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and conditions of the Plan and the Agreement applicable to Participant's country of residence. If Participant has received the Agreement and the Plan applicable to Participant's country of residence 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.

1.26 Foreign Asset/Account, Exchange Control and Tax Reporting and Other Requirements. Depending on Participant's country, Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the Option grant, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in Participant's country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that Participant is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. Participant further understands that Participant should consult Participant's personal tax and legal advisors, as applicable on these matters.

1.27 Insider Trading/Market Abuse Laws. Participant acknowledges that Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and Participant's country of residence, which may affect Participant's ability to acquire or sell Shares or rights to Shares (e.g., Options) under the Plan during such time as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Further, Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Participant is responsible for ensuring compliance with any applicable restrictions and should consult with Participant's personal legal advisor on this matter.

1.28 No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Agreement or any receipt of the Option or sale of Shares acquired upon settlement of the Option. Participant should consult Participant's own personal tax, legal and financial advisors regarding Participant's participation in the Plan and the Agreement before taking any action related to the Option or the Shares.

* * * * *

**APPENDIX
TO STOCK OPTION AGREEMENT**

Country Provisions for Options for Participants

This Appendix includes additional terms and conditions that govern the Award granted pursuant to the terms and conditions of The Cooper Companies, Inc. 2023 Long-Term Incentive Plan, as amended from time to time (the "Plan") and the Stock Option Agreement to which this Appendix is attached (the "Agreement") to the extent Participant resides and/or works in one of the countries listed below. To the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Appendix without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

If Participant is a citizen or resident of a country (or if Participant is considered as such for local law purposes) other than the one in which Participant is currently residing and/or working, or if Participant transfers to another country after being granted the Option, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Participant acknowledges and agrees to the data privacy provisions set forth in Section 10.8 of the Plan.

Notifications

This Appendix also includes information relating to securities laws and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities and other laws in effect in the respective countries as of [_____]. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time Option vests and becomes exercisable and are settled or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation. Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or if Participant is considered as such for local law purposes), or if Participant transfers to another country after being granted the Option, the information contained herein may not be applicable to Participant.

[Insert Individual Country Provisions]

THE COOPER COMPANIES, INC.
2023 LONG-TERM INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD GRANT NOTICE

The Cooper Companies, Inc., a Delaware corporation (the "Company"), pursuant to its 2023 Long-Term Incentive Plan, as may be amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant"), an award of restricted stock units ("Restricted Stock Units" or "RSUs"). Each vested Restricted Stock Unit represents the right to receive, in accordance with the Restricted Stock Unit Award Agreement attached hereto as **Exhibit A**, including any additional provisions for Participant's country of residence, if any, set forth in the Appendix for Participant's country (the "Country Provisions," and collectively, the "Agreement"), one share of Common Stock ("Share"). The award of Restricted Stock Units (the "Award") is subject to all of the terms and conditions set forth herein and in the Agreement, the Country Provisions (if applicable) and the Plan, each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Restricted Stock Unit Award Grant Notice (the "Grant Notice"), the Country Provisions and the Agreement.

Participant:

Grant Date:

Total Number of RSUs:

Vesting Commencement Date:

Vesting Schedule: The RSUs will vest in accordance with the following schedule:

Except as otherwise provided by the Administrator or required by Applicable Law, if Participant experiences a Termination of Service, all RSUs that have not become vested on or prior to the date of such Termination of Service will thereupon be automatically forfeited by Participant without payment of any consideration therefor.

Termination of Service:

If the Company uses an electronic capitalization table system (such as Shareworks, Carta, or Equity Edge) and the fields in this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information will be deemed to come from the electronic capitalization system and is considered part of the Award and the Agreement. In addition, the Company's signature below shall be deemed to have occurred by the Company's input of the RSUs in such electronic capitalization table system and Participant's signature below shall be deemed to have occurred by Participant's online acceptance of the RSUs through such electronic capitalization table system.

By Participant's acceptance of the RSUs through the online acceptance procedure established by the Company or by signature and the Company's signature below, Participant agrees to be bound by the terms and conditions of the Plan and the Agreement (including this Grant Notice). Participant has reviewed the Plan and the Agreement (including this Grant Notice) in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan and the Agreement (including this Grant Notice). Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any

questions arising under the Plan and the Agreement (including this Grant Notice). In addition, by accepting the RSUs through the online acceptance procedure established by the Company or by signing below, Participant also agrees that the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 3.1(b) of the Agreement by (i) withholding shares of Common Stock otherwise issuable to Participant upon vesting of the RSUs, (ii) instructing a broker on Participant's behalf to sell shares of Common Stock otherwise issuable to Participant upon vesting of the RSUs and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 3.1(b) of the Agreement or the Plan.

THE COOPER COMPANIES, INC.:

By:
Print Name:
Title:
Address:

PARTICIPANT:

By:
Print Name:
Address:

EXHIBIT A
TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE
RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Restricted Stock Unit Award Grant Notice (the "Grant Notice") to which this Restricted Stock Unit Award Agreement, including any additional non-U.S. and country-specific terms and conditions set forth in any appendices attached hereto (this "Agreement") is attached, The Cooper Companies, Inc., a Delaware corporation (the "Company"), has granted to Participant the number of restricted stock units ("Restricted Stock Units" or "RSUs") set forth in the Grant Notice under the Company's 2023 Long-Term Incentive Plan, as may be amended from time to time (the "Plan"). Each Restricted Stock Unit represents the right to receive one share of Common Stock (a "Share") upon vesting.

ARTICLE I.

GENERAL

- 1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.
- 1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. If the Country Provisions apply to Participant, in the event of a conflict between the terms of this Agreement, the Grant Notice and the Country Provisions, the terms of the Country Provisions shall control.

ARTICLE II.

GRANT OF RESTRICTED STOCK UNITS

- 1.1 Grant of RSUs. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan, this Agreement and the Country Provisions (if applicable), effective as of the Grant Date set forth in the Grant Notice, the Company hereby grants to Participant an award of RSUs under the Plan (the "Award"), subject to adjustments as provided in Section 12.2 of the Plan.
- 1.2 Unsecured Obligation to RSUs. Unless and until the RSUs have vested in the manner set forth in Article II hereof, Participant will have no right to receive Common Stock or other property under any such RSUs. Prior to actual payment of any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.
- 1.3 Vesting Schedule. Subject to Section 2.4 hereof, the RSUs shall vest and become nonforfeitable with respect to the applicable portion thereof according to the vesting schedule set forth in the Grant Notice (rounding down to the nearest whole Share). Notwithstanding the foregoing and the Grant Notice, but subject to Section 2.4 hereof, in the event of a Change in Control, the RSUs shall be treated pursuant to Section 12.2 of the Plan.
- 1.4 Forfeiture, Termination and Cancellation upon Termination of Service.
- (a) Notwithstanding any contrary provision of this Agreement or the Plan, except as otherwise provided by the Administrator, upon Participant's Termination of Service for any or no reason (and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed), all RSUs which have not vested prior to or in connection with such Termination of Service shall automatically be forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights

under this Agreement. No portion of the RSUs which has not become vested as of the date on which Participant incurs a Termination of Service shall thereafter become vested, except as may otherwise be provided by the Administrator or as set forth in a written agreement between the Company (or any Subsidiary that is the employer of Participant) and Participant.

(b) For purposes of the RSUs, Participant's Termination of Service will be considered to occur on the date Participant is no longer actively providing services to the Company or any Subsidiary, and unless otherwise expressly provided in this Agreement or determined by the Administrator, Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed). The Company shall have the discretion to determine when Participant is no longer actively providing services for purposes of Participant's RSUs (including whether Participant may still be considered to be providing services while on a leave of absence).

1.5 Issuance of Common Stock upon Vesting. As soon as administratively practicable following the vesting of any Restricted Stock Units pursuant to Section 2.3 hereof, but in no event later than 30 days after such vesting date (for the avoidance of doubt, this deadline is intended to comply with the "short term deferral" exemption from Section 409A), the Company shall deliver to Participant (or any transferee permitted under Section 3.2 hereof) either, as determined by the Company, in its sole discretion, (i) a number of Shares or (ii) a cash payment in the amount equal to the Fair Market Value, as of the date of vesting, of a number of Shares equal to the number of RSUs subject to the Award that vest on the applicable vesting date. Notwithstanding the foregoing, in the event Shares cannot be issued pursuant to Section 10.4 of the Plan, the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can again be issued in accordance with such Section.

1.6 Conditions to Delivery of Shares. The Shares deliverable hereunder may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue Shares deliverable hereunder prior to fulfillment of the conditions set forth in Section 10.4 of the Plan.

1.7 Rights as Stockholder. The holder of the RSUs shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of the RSUs and any Shares underlying the RSUs and deliverable hereunder unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 12.2 of the Plan.

ARTICLE III.

OTHER PROVISIONS

1.1 Taxes.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount (if any) actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale or disposal of Shares and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant of the RSUs or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-

Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Tax Withholding. Prior to any relevant taxable or tax withholding event, as applicable, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to withhold any and all Tax-Related Items by one or a combination of the following: (i) deducting an amount sufficient to satisfy such withholding obligation from any payment of any kind otherwise due to Participant; (ii) accepting a payment from Participant in cash, by wire transfer of immediately available funds, or by check made payable to the order of the Company or a Subsidiary, as applicable; (iii) accepting the delivery of Shares, including Shares delivered by attestation; (iv) retaining Shares from settlement of the RSUs; (v) if there is a public market for Shares at the time the withholding obligation for Tax-Related Items is to be satisfied, selling Shares issued pursuant to the RSUs, either voluntarily by Participant or mandatorily by the Company; (vi) accepting delivery of a promissory note or any other lawful consideration; and/or (vii) any other method of withholding determined by the Company and to the extent required by Applicable Law or the Plan, approved by the Administrator.

(c) Withholding Rates. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may be able to receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, Participant may be able to seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, 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.

(d) Company's Obligation to Deliver Shares. The Company shall not be obligated to deliver any Shares to Participant or Participant's legal representative unless and until Participant or Participant's legal representative shall have paid or otherwise satisfied in full the amount of all Tax-Related Items applicable to the taxable income of Participant resulting from the grant or vesting of the Restricted Stock Units or the issuance of Shares.

1.2 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the RSUs.

1.3 Transferability. The RSUs shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

1.4 Tax Consultation. Participant understands that Participant may suffer adverse tax consequences in connection with the RSUs granted pursuant to this Agreement (and the Shares issuable with respect thereto). The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding Participant's participation in the Plan or the Agreement or any receipt of the RSUs or sale of Shares acquired upon settlement of the RSUs. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the RSUs and the issuance of Shares with respect thereto and that Participant is not relying on the Company for any tax advice.

1.5 Binding Agreement. Subject to the limitation on the transferability of the RSUs contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

1.6 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and Section 12.2 of the Plan.

1.7 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.7, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or comparable non-U.S. postal service.

1.8 Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the RSUs awarded under the Plan or future RSUs that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

1.9 Participant's Representations. If the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of such issuance, Participant shall, if required by the Company, concurrently with such issuance, make such written representations as are deemed necessary or appropriate by the Company or its counsel.

1.10 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

1.11 Governing Law and Venue. Except as required by Delaware corporate law, the laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. By entering into this Agreement, Participant irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America, in each case located in the State of California, for any action arising out of or relating to this Agreement and the Plan (and agrees not to commence any litigation relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address contained in the records of the Company shall be effective service of process for any litigation brought against it in any such court. By entering into this Agreement, Participant irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of the Plan or this Agreement in the courts of the State of California or the United States of America, in each case located in the State of Delaware, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. By entering into this Agreement, Participant irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to the Plan or this Agreement.

1.12 Conformity to Applicable Law. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any other Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

1.13 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided*, however, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant, unless such action is necessary to ensure or facilitate compliance with Applicable Law, as determined by the Administrator.

1.14 Successors and Assigns. The Company may assign any of its rights and delegate any of its obligations under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, successors and assigns.

1.15 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, then the Plan, the RSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

1.16 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall (i) be interpreted as forming or amending an employment or service contract, (ii) confer upon Participant any right to commence or continue to serve as an Employee, Consultant or other service provider of the Company or any of its Subsidiaries or (iii) interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary (as applicable) and Participant.

1.17 Entire Agreement. The Plan, the Grant Notice and this Agreement (including the Country Provisions) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, *provided* that the RSUs shall be subject to any accelerated vesting provisions in any written agreement between Participant and the Company (or any Subsidiary that is the employer of Participant) or a Company plan pursuant to which Participant is eligible to participate, in each case, in accordance with the terms therein.

1.18 Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

1.19 Section 409A. The Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for the Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

1.20 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the

Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to RSUs, as and when payable hereunder.

1.21 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, such provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect.

1.22 Country-Specific Provisions. The RSUs shall be subject to the Country Provisions, if any, for Participant's country of residence, as set forth in the Country Provisions. If Participant relocates to one of the countries included in the Country Provisions during the life of the RSUs, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

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

1.24 Language. By participating in the Plan, Participant acknowledges that Participant is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and conditions of the Plan and the Agreement applicable to Participant's country of residence. If Participant has received the Agreement and the Plan applicable to Participant's country of residence 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.

1.25 Nature of Grant. In accepting the RSUs, Participant acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) 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 granted in the past;
- (c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Administrator;
- (d) Participant is voluntarily participating in the Plan;
- (e) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments;
- (f) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

- (h) the value of the Shares acquired upon vesting of the RSUs may increase or decrease in value;
- (i) 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, the service Participant may provide as a director of a Subsidiary of the Company;
- (j) unless otherwise provided in the Plan or by the Administrator in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant's Termination of Service (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is providing services or the terms of Participant's employment or service agreement, if any); and
- (l) neither the Company nor the Employer shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

1.26 Foreign Asset/Account, Exchange Control and Tax Reporting and Other Requirements. Depending on Participant's country, Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting of the RSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in Participant's country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that Participant is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. Participant further understands that Participant should consult Participant's personal tax and legal advisors, as applicable on these matters.

1.27 Insider Trading/Market Abuse Laws. Participant acknowledges that Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and Participant's country of residence, which may affect Participant's ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such time as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Further, Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Participant is responsible for ensuring compliance with any applicable restrictions and should consult with Participant's personal legal advisor on this matter.

1.28 No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Agreement or any receipt of the RSUs or sale of Shares acquired upon settlement of the RSUs. Participant should consult Participant's own personal tax, legal and financial advisors regarding Participant's participation in the Plan and the Agreement before taking any action related to the RSUs or the Shares.

* * * * *

**APPENDIX
TO RESTRICTED STOCK UNIT AWARD AGREEMENT**

Country Provisions for RSUs for Participants

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Award granted pursuant to the terms and conditions of The Cooper Companies, Inc. 2023 Long-Term Incentive Plan, as amended from time to time (the "Plan") and the Restricted Stock Unit Award Agreement to which this Appendix is attached (the "Agreement") to the extent Participant resides and/or works in one of the countries listed below. To the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Appendix without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

If Participant is a citizen or resident of a country (or if Participant is considered as such for local law purposes) other than the one in which Participant is currently residing and/or working, or if Participant transfers to another country after being granted the RSUs, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Participant acknowledges and agrees to the data privacy provisions set forth in Section 10.8 of the Plan.

Notifications

This Appendix also includes information relating to securities laws and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities and other laws in effect in the respective countries as of [____]. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time RSUs vest and are settled or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation. Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or if Participant is considered as such for local law purposes), or if Participant transfers to another country after being granted the RSUs, the information contained herein may not be applicable to Participant.

[Insert Individual Country Provisions]

THE COOPER COMPANIES, INC.
2023 LONG-TERM INCENTIVE PLAN

PERFORMANCE STOCK UNIT AWARD GRANT NOTICE

The Cooper Companies, Inc., a Delaware corporation (the "Company"), pursuant to its 2023 Long-Term Incentive Plan, as may be amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant"), an award of performance stock units ("Performance Stock Units" or "PSUs"). Each vested Performance Stock Unit represents the right to receive, in accordance with the Performance Stock Unit Award Agreement attached hereto as **Exhibit A** and the Performance Conditions attached hereto as **Exhibit B**, including any additional provisions for Participant's country of residence, if any, set forth in the Appendix for Participant's country (the "Country Provisions," and collectively, the "Agreement"), up to two shares of Common Stock ("Shares"). The award of Performance Stock Units (the "Award") is subject to all of the terms and conditions set forth herein and in the Agreement, the Country Provisions (if applicable) and the Plan, each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Performance Stock Unit Award Grant Notice (the "Grant Notice"), the Country Provisions and the Agreement.

Participant: [_____]

Grant Date: [_____]

Target Number of PSUs: [_____]

Vesting and Settlement: On the Determination Date (as defined in **Exhibit B**), the Committee shall determine the Achievement Factor in accordance with **Exhibit B**. On the Determination Date, a number of Shares determined by multiplying the Target Number of PSUs times the Achievement Factor shall be issued to Participant.

For the avoidance of doubt, in the event the Achievement Factor equals zero, no Shares will be issued in respect of the PSUs and all PSUs shall terminate for no consideration on the Determination Date. Any PSUs that are unvested as of the date Participant incurs a Termination of Service (after giving effect to any accelerated vesting pursuant to Section 12.2 of the Plan, as modified by Section 2.3 of the Agreement[, and except as otherwise provided in Section 2.4 of the Agreement]) shall thereupon terminate for no consideration.

The maximum number of Shares that may be issued in settlement of the PSUs is [_____].¹

If the Company uses an electronic capitalization table system (such as Shareworks, Carta or Equity Edge) and the fields in this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information will be deemed to come from the electronic capitalization system and is considered part of the Award and the Agreement. In addition, the Company's signature below shall be deemed to have occurred by the Company's input of the PSUs in

¹ To equal 2 times the Target Number of PSUs.



such electronic capitalization table system and Participant's signature below shall be deemed to have occurred by Participant's online acceptance of the PSUs through such electronic capitalization table system.

By Participant's acceptance of the PSUs through the online acceptance procedure established by the Company or by signature and the Company's signature below, Participant agrees to be bound by the terms and conditions of the Plan and the Agreement (including this Grant Notice). Participant has reviewed the Plan and the Agreement (including this Grant Notice) in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan and the Agreement (including this Grant Notice). Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan and the Agreement (including this Grant Notice). In addition, by accepting the PSUs through the online acceptance procedure established by the Company or by signing below, Participant also agrees that the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 3.1(b) of the Agreement by (i) withholding shares of Common Stock otherwise issuable to Participant upon vesting of the PSUs, (ii) instructing a broker on Participant's behalf to sell shares of Common Stock otherwise issuable to Participant upon vesting of the PSUs and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 3.1(b) of the Agreement or the Plan.

THE COOPER COMPANIES, INC.:

PARTICIPANT:

By:
Print Name:
Title:
Address:

By:
Print Name:
Address:

EXHIBIT A
TO PERFORMANCE STOCK UNIT AWARD GRANT NOTICE
PERFORMANCE STOCK UNIT AWARD AGREEMENT

Pursuant to the Performance Stock Unit Award Grant Notice (the "Grant Notice") to which this Performance Stock Unit Award Agreement, including any additional non-U.S. and country-specific terms and conditions set forth in any appendices attached hereto (this "Agreement") is attached, The Cooper Companies, Inc., a Delaware corporation (the "Company"), has granted to Participant the number of restricted stock units ("Performance Stock Units" or "PSUs") set forth in the Grant Notice under the Company's 20232 Long-Term Incentive Plan, as may be amended from time to time (the "Plan"). Each vested Performance Stock Unit represents the right to receive up to two shares of Common Stock ("Shares") upon vesting.

ARTICLE I.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.

1.2 Incorporation of Terms of Plan. The PSUs are subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. If the Country Provisions apply to Participant, in the event of a conflict between the terms of this Agreement, the Grant Notice and the Country Provisions, the terms of the Country Provisions shall control.

ARTICLE II.

GRANT OF PERFORMANCE STOCK UNITS

1.1 Grant of PSUs. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan, this Agreement and the Country Provisions (if applicable), effective as of the Grant Date set forth in the Grant Notice, the Company hereby grants to Participant an award of PSUs under the Plan (the "Award"), subject to adjustments as provided in Section 12.2 of the Plan.

1.2 Unsecured Obligation to PSUs. Unless and until the Achievement Factor (as defined in **Exhibit B**) is greater than zero and until the PSUs have vested in the manner set forth in Article II hereof, Participant will have no right to receive Common Stock or other property under any such PSUs. Prior to actual payment of any vested PSUs, such PSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

1.3 Vesting Schedule.

(a) Subject to Section 2.4 hereof, the PSUs shall vest and become nonforfeitable as set forth in the Grant Notice under "Vesting and Settlement." Notwithstanding the foregoing and the Grant Notice, but subject to Section 2.4 hereof, in the event of a Change in Control, the PSUs shall be treated pursuant to Section 12.2 of the Plan. For purposes of Section 12.2 of the Plan and this Section 2.3, the Participant will be deemed to have incurred a Termination of Service without "cause," if Participant experiences a Termination of Service effected by the Company or a Subsidiary for other than Cause (as defined below) or by Participant for Good Reason (as defined below).

(b) For purposes of this Section 2.3, the term "Cause" shall have the meaning ascribed to such term, or term of similar effect, in any offer letter, employment, severance or similar agreement between Participant and the Company or any Subsidiary; *provided*, that in the absence of an offer letter, employment, severance or similar agreement containing such definition, "Cause" means, with respect to

Participant, the occurrence of any of the following: (i) Participant's conviction or plea of guilty or nolo contendere to any felony; (ii) Participant's willful misconduct in performing Participant's duties, where such misconduct has had or is reasonably likely to have a material adverse effect upon the Company and its Subsidiaries; or (iii) any material breach of any employment agreement, confidential information agreement or similar agreement, or any other fully executed agreement between Participant and the Company or any of its Subsidiaries, or of the Company's and its Subsidiaries' policies. Notwithstanding the foregoing, if any act or omission giving rise to Cause is reasonably capable of cure, "Cause" for the Company or any Subsidiary to terminate Participant shall not exist unless: (x) the Company or the applicable Subsidiary provides Participant with specific written notice of the existence of the condition giving rise to Cause within 30 days after the condition giving rise to Cause was first reasonably discoverable by the Company or its applicable Subsidiary; and (y) Participant fails to cure such condition within 30 days after Participant's receipt of such written notice.

(c) For purposes of this Section 2.3, the term "Good Reason" shall have the meaning ascribed to such term, or term of similar effect, in any offer letter, employment, severance or similar agreement between Participant and the Company or any Subsidiary; *provided*, that in the absence of an offer letter, employment, severance or similar agreement containing such definition, "Good Reason" means, with respect to Participant, the occurrence of any of the following without Participant's prior written consent: (i) one or more reductions in Participant's combined base salary and target bonus opportunity that result in a total reduction of more than ten percent in Participant's target package (which consists of the combined cash value of Participant's base salary and target bonus opportunity, irrespective of the actual amount of any performance bonus awarded) over the 12 month period immediately preceding such reductions, unless such reductions are made pursuant to one or more across-the-board reductions of the base salaries and/or target bonus opportunities of all similarly situated employees of the Company or its applicable Subsidiary; (ii) a material diminution of Participant's duties, authority or responsibilities taken as a whole; or (iii) an involuntary relocation of Participant's principal place of employment to a location that increases Participant's one-way commute from Participant's principal residence by more than 50 miles. For the avoidance of doubt, if Participant directly reports to the Company's Chief Executive Officer, any change resulting in Participant no longer reporting to the Company's Chief Executive Officer shall constitute a material diminution of Participant's duties, authorities, or responsibilities as set forth in clause (ii) above in this subsection (c). Notwithstanding the foregoing, "Good Reason" for Participant to resign shall not exist unless: (x) Participant provides the Company or its applicable Affiliate with specific written notice of the existence of the condition giving rise to Good Reason within 90 days after its initial occurrence; (y) the Company or its applicable Subsidiary fails to remedy such condition within 30 days after its receipt of such written notice; and (z) Participant resigns and terminates Participant's employment within 90 days after the cure period has lapsed.

1.4 Forfeiture, Termination and Cancellation upon Termination of Service.

(a) Notwithstanding any contrary provision of this Agreement or the Plan, except as otherwise provided in Section 2.4(c) or determined by the Administrator, upon Participant's Termination of Service for any or no reason (and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed), all PSUs which have not vested prior to or in connection with such Termination of Service shall automatically be forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights under this Agreement. Except as otherwise provided in Section 2.4(c), no portion of the PSUs which has not become vested as of the date on which Participant incurs a Termination of Service shall thereafter become vested, except as may otherwise be provided by the Administrator or as set forth in a written agreement between the Company (or any Subsidiary that is the employer of Participant) and Participant.

(b) For purposes of the PSUs, Participant's Termination of Service will be considered to occur on the date Participant is no longer actively providing services to the Company or any Subsidiary, and unless otherwise expressly provided in this Agreement or determined by the Administrator, Participant's right to vest in the PSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual

notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where Participant is employed). The Company shall have the discretion to determine when Participant is no longer actively providing services for purposes of Participant’s PSUs (including whether Participant may still be considered to be providing services while on a leave of absence).

(c) [Notwithstanding Section 2.4(a) or (b), in the event Participant experiences a Termination of Service as a result of death, Disability or Retirement, then that number of PSUs calculated by multiplying the total number of PSUs times a fraction, the numerator of which is the number of full months that have elapsed in the Performance Period as of the date of such Termination of Service and the denominator of which is the number of full months comprising the Performance Period, shall remain outstanding and eligible to vest based on the Determination Date and any remaining PSUs shall thereupon forfeit. Participant’s month of Termination of Service will be considered a complete month if Participant’s date of death, Disability or Retirement occurs on or after the 15th day of that month. If the proration results in a fractional number of PSUs, the number will be rounded up to the nearest whole number. In the event of Participant’s death, Participant’s beneficiary or estate shall be entitled to the Shares issuable on the Determination Date to which Participant otherwise would have been entitled under the same conditions as would have been applicable to Participant.]

1.5 Issuance of Shares upon Vesting. As soon as administratively practicable following the vesting of any Performance Stock Units pursuant to Section 2.3 hereof, but in no event later than 30 days after such vesting date (for the avoidance of doubt, this deadline is intended to comply with the “short term deferral” exemption from Section 409A), the Company shall deliver to Participant (or any transferee permitted under Section 3.2 hereof) either, as determined by the Company, in its sole discretion, (i) a number of Shares or (ii) a cash payment in the amount equal to the Fair Market Value, as of the date of vesting, of a number of Shares equal to the number of PSUs subject to the Award that vest on the applicable vesting date. Notwithstanding the foregoing, in the event Shares cannot be issued pursuant to Section 10.4 of the Plan, the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can again be issued in accordance with such Section.

1.6 Conditions to Delivery of Shares. The Shares deliverable hereunder may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue Shares deliverable hereunder prior to fulfillment of the conditions set forth in Section 10.4 of the Plan.

1.7 Rights as Stockholder. The holder of the PSUs shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of the PSUs and any Shares underlying the PSUs and deliverable hereunder unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 12.2 of the Plan.

ARTICLE III.

OTHER PROVISIONS

1.1 Taxes.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant’s employer (the “Employer”), the ultimate liability for all Tax-Related Items is and remains Participant’s responsibility and may exceed the amount (if any) actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including, but not limited to, the grant, vesting or settlement of the PSUs, the subsequent sale or disposal of Shares and the receipt of any dividends; and

(ii) do not commit to and are under no obligation to structure the terms of the grant of the PSUs or any aspect of the PSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Tax Withholding. Prior to any relevant taxable or tax withholding event, as applicable, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to withhold any and all Tax-Related Items by one or a combination of the following: (i) deducting an amount sufficient to satisfy such withholding obligation from any payment of any kind otherwise due to Participant; (ii) accepting a payment from Participant in cash, by wire transfer of immediately available funds, or by check made payable to the order of the Company or a Subsidiary, as applicable; (iii) accepting the delivery of Shares, including Shares delivered by attestation; (iv) retaining Shares from settlement of the PSUs; (v) if there is a public market for Shares at the time the withholding obligation for Tax-Related Items is to be satisfied, selling Shares issued pursuant to the PSUs, either voluntarily by Participant or mandatorily by the Company; (vi) accepting delivery of a promissory note or any other lawful consideration; and/or (vii) any other method of withholding determined by the Company and to the extent required by Applicable Law or the Plan, approved by the Administrator.

(c) Withholding Rates. The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may be able to receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, Participant may be able to seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the vested PSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

(d) Company's Obligation to Deliver Shares. The Company shall not be obligated to deliver any Shares to Participant or Participant's legal representative unless and until Participant or Participant's legal representative shall have paid or otherwise satisfied in full the amount of all Tax-Related Items applicable to the taxable income of Participant resulting from the grant or vesting of the Performance Stock Units or the issuance of Shares.

1.2 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the PSUs.

1.3 Transferability. The PSUs shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

1.4 Tax Consultation. Participant understands that Participant may suffer adverse tax consequences in connection with the PSUs granted pursuant to this Agreement (and the Shares issuable with respect thereto). The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding Participant's participation in the Plan or the Agreement or any receipt of the PSUs or sale of Shares acquired upon settlement of the PSUs. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the PSUs and the issuance of Shares with respect thereto and that Participant is not relying on the Company for any tax advice.

1.5 Binding Agreement. Subject to the limitation on the transferability of the PSUs contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

1.6 Adjustments Upon Specified Events. The Administrator may accelerate the vesting of the PSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and Section 12.2 of the Plan.

1.7 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.7, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or comparable non-U.S. postal service.

1.8 Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the PSUs awarded under the Plan or future PSUs that may be awarded under the Plan by electronic means or require Participant to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

1.9 Participant's Representations. If the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of such issuance, Participant shall, if required by the Company, concurrently with such issuance, make such written representations as are deemed necessary or appropriate by the Company or its counsel.

1.10 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

1.11 Governing Law and Venue. Except as required by Delaware corporate law, the laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. By entering into this Agreement, Participant irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America, in each case located in the State of California, for any action arising out of or relating to this Agreement and the Plan (and agrees not to commence any litigation relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address contained in the records of the Company shall be effective service of process for any litigation brought against it in any such court. By entering into this Agreement, Participant irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of the Plan or this Agreement in the courts of the State of California or the United States of America, in each case located in the State of Delaware, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. By entering into this Agreement, Participant irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to the Plan or this Agreement.

1.12 Conformity to Applicable Law. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any other Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the PSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law.

1.13 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs in any material way without the prior written consent of Participant, unless such action is necessary to ensure or facilitate compliance with Applicable Law, as determined by the Administrator.*

1.14 Successors and Assigns. The Company may assign any of its rights and delegate any of its obligations under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, successors and assigns.

1.15 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, then the Plan, the PSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

1.16 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall (i) be interpreted as forming or amending an employment or service contract, (ii) confer upon Participant any right to commence or continue to serve as an Employee, Consultant or other service provider of the Company or any of its Subsidiaries or (iii) interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary (as applicable) and Participant.

1.17 Entire Agreement. The Plan, the Grant Notice and this Agreement (including **Exhibit B** and the Country Provisions) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, *provided that the PSUs shall be subject to any accelerated vesting provisions in any written agreement between Participant and the Company (or any Subsidiary that is the employer of Participant) or a Company plan pursuant to which Participant is eligible to participate, in each case, in accordance with the terms therein.*

1.18 Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

1.19 Section 409A. The Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for the Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

1.20 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the

Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to PSUs, as and when payable hereunder.

1.21 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, such provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect.

1.22 Country-Specific Provisions. The PSUs shall be subject to the Country Provisions, if any, for Participant's country of residence, as set forth in the Country Provisions. If Participant relocates to one of the countries included in the Country Provisions during the life of the PSUs, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

1.23 Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, the PSUs and the Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

1.24 Language. By participating in the Plan, Participant acknowledges that Participant is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and conditions of the Plan and the Agreement applicable to Participant's country of residence. If Participant has received the Agreement and the Plan applicable to Participant's country of residence 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.

1.25 Nature of Grant. In accepting the PSUs, Participant acknowledges that:

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

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

(c) all decisions with respect to future PSUs or other grants, if any, will be at the sole discretion of the Administrator;

(d) Participant is voluntarily participating in the Plan;

(e) the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments;

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

(g) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(h) the value of the Shares acquired upon vesting of the PSUs may increase or decrease in value;

(i) unless otherwise agreed with the Company in writing, the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary of the Company;

(j) unless otherwise provided in the Plan or by the Administrator in its discretion, the PSUs and the benefits evidenced by this Agreement do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from Participant's Termination of Service (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is providing services or the terms of Participant's employment or service agreement, if any); and

(l) neither the Company nor the Employer shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the PSUs or of any amounts due to Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement.

1.26 Foreign Asset/Account, Exchange Control and Tax Reporting and Other Requirements. Depending on Participant's country, Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting of the PSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in Participant's country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that Participant is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. Participant further understands that Participant should consult Participant's personal tax and legal advisors, as applicable on these matters.

1.27 Insider Trading/Market Abuse Laws. Participant acknowledges that Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and Participant's country of residence, which may affect Participant's ability to acquire or sell Shares or rights to Shares (e.g., PSUs) under the Plan during such time as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Further, Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Participant is responsible for ensuring compliance with any applicable restrictions and should consult with Participant's personal legal advisor on this matter.

1.28 No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Agreement or any receipt of the PSUs or sale of Shares acquired upon settlement of the PSUs. Participant should consult Participant's own personal tax, legal and financial advisors regarding Participant's participation in the Plan and the Agreement before taking any action related to the PSUs or the Shares.

* * * * *

EXHIBIT B
TO PERFORMANCE STOCK UNIT AWARD GRANT NOTICE
PERFORMANCE CONDITIONS

1. Definitions.

“GAAP” means Generally Accepted Accounting Principles.

“Non-GAAP EPS” means [_____].

“Performance Period” means the period commencing on January 1, 20__ and ending on the earlier of (i) December 31, 20__, or (ii) in the event of a Change in Control, (A) if the PSUs are not continued, converted, assumed, substituted or replaced by the surviving or successor entity in such Change in Control, immediately prior to the consummation of a Change in Control, or (B) if the PSUs continue in effect, or are assumed or an equivalent award is substituted in connection with such Change in Control, and Participant incurs a Termination of Service without “cause” (as set forth in Section 12.2 of the Plan and Section 2.3 of the Agreement) upon or within 12 months following the Change in Control, immediately upon such Participant’s Termination of Service.

2. Achievement Factor. As soon as administratively practicable (but in no event later than the first regularly scheduled meeting of the Committee following the completion of the Performance Period, or in the event the Performance Period ends immediately prior to the consummation of a Change in Control, no later than the latest date that permits the issuance of Shares before the consummation of the Change in Control), the Committee shall determine the Non-GAAP EPS for the Performance Period and calculate the Achievement Factor (such date of determination, the “Determination Date”). For the purposes hereof, “Achievement Factor” means that factor determined using the following table:

Performance Level	Threshold	Target	Maximum
Non-GAAP EPS			
Achievement Factor	50%	100%	200%

If the Non-GAAP EPS achieved during the Performance Period is between two of the levels set forth in the table above, the Achievement Factor shall be determined using linear interpolation. For the avoidance of doubt, in no event shall the Achievement Factor exceed 200%, and if the Non-GAAP EPS is less than the “Threshold” set forth in the table above, the Achievement Factor shall be 0.

**APPENDIX
TO PERFORMANCE STOCK UNIT AWARD AGREEMENT**

Country Provisions for PSUs for Participants

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Award granted pursuant to the terms and conditions of The Cooper Companies, Inc. 2023 Long-Term Incentive Plan, as amended from time to time (the "Plan") and the Performance Stock Unit Award Agreement to which this Appendix is attached (the "Agreement") to the extent Participant resides and/or works in one of the countries listed below. To the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Appendix without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

If Participant is a citizen or resident of a country (or if Participant is considered as such for local law purposes) other than the one in which Participant is currently residing and/or working, or if Participant transfers to another country after being granted the PSUs, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Participant acknowledges and agrees to the data privacy provisions set forth in Section 10.8 of the Plan.

Notifications

This Appendix also includes information relating to securities laws and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities and other laws in effect in the respective countries as of [____]. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time PSUs vest and are settled or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation. Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or if Participant is considered as such for local law purposes), or if Participant transfers to another country after being granted the PSUs, the information contained herein may not be applicable to Participant.

[Insert Individual Country Provisions]

CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Albert G. White III, certify that:

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

Date: June 2, 2023

/s/ Albert G. White III

Albert G. White III
President and Chief Executive Officer

CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Brian G. Andrews, certify that:

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

Date: June 2, 2023

/s/ Brian G. Andrews

Brian G. Andrews
Executive Vice President, Chief Financial Officer and
Treasurer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, Albert G. White III, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Quarterly Report on Form 10-Q of The Cooper Companies, Inc. (the “Company”) for the quarterly period ended April 30, 2023, as filed with the Securities and Exchange Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 2, 2023

/s/ Albert G. White III

Albert G. White III
President and Chief Executive Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian G. Andrews, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Quarterly Report on Form 10-Q of The Cooper Companies, Inc. (the “Company”) for the quarterly period ended April 30, 2023, as filed with the Securities and Exchange Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: June 2, 2023

/s/ Brian G. Andrews

Brian G. Andrews

Executive Vice President, Chief Financial Officer and Treasurer