
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): December 22, 2025

THE COOPER COMPANIES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-8597
(Commission
File Number)

94-2657368
(IRS Employer
Identification No.)

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

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

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$.10 par value	COO	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On December 22, 2025, The Cooper Companies, Inc. (the “Company”) entered into a letter agreement (the “Agreement”) with Browning West, LP (including the funds managed by it, “Browning West”). Pursuant to the Agreement, the Company agreed, among other things, to: (i) appoint Walter M. Rosebrough, Jr. to the Company’s Board of Directors (the “Board”) and to the Board’s Corporate Governance and Nominating Committee (the “Nominating Committee”), effective January 3, 2026; (ii) nominate and support the election of Mr. Rosebrough at the Company’s 2026 annual meeting of the stockholders, (iii) conduct a search for one additional independent director and to use good faith efforts to appoint such additional independent director, who will be subject to Browning West’s approval, to the Board as soon as reasonably practicable, but in no event later than June 30, 2026; (iv) limit the size of the Board to ten directors during the Cooperation Period (as defined below); and (v) provide due and serious consideration to appointing Mr. Rosebrough as Chairman of the Board either on or prior to the conclusion of the Cooperation Period.

In connection with the Agreement, Browning West has agreed to abide by certain customary standstill restrictions and voting commitments that will remain effective from the date of the Agreement until the date that is 30 days prior to the notice deadline for stockholder nominations of director candidates for election to the Board at the Company’s 2027 annual meeting of the stockholders (such period, the “Cooperation Period”). The Agreement will terminate at the end of the Cooperation Period.

The foregoing summary of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached as Exhibit 10.1 and is incorporated herein by reference.

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

The information in Item 1.01 is incorporated by reference herein.

In connection with the Agreement, following the recommendation of the Nominating Committee, on December 22, 2025, the Board appointed Mr. Rosebrough to the Board and to the Nominating Committee, effective January 3, 2026. Mr. Rosebrough will be paid the same compensation received by other non-management directors on the Board, which is more fully described under the caption “Compensation of Directors” in the Company’s proxy statement on Schedule 14A filed with the Securities and Exchange Commission on February 19, 2025, as may be adjusted by the Board from time to time.

Other than the Agreement, there is no other arrangement or understanding pursuant to which Mr. Rosebrough will be appointed as a director of the Company. There are no family relationships between Mr. Rosebrough and any director or executive officer of the Company. There are no related party transactions in respect of the Company of the kind described in Item 404(a) of Regulation S-K in which Mr. Rosebrough was a participant.

Item 7.01. Regulation FD Disclosure.

On December 23, 2025, the Company issued a press release announcing the appointment of Mr. Rosebrough as a director and the Company’s entry into the Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information in Item 7.01, including Exhibit 99.1, of this Current Report on Form 8-K is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	Letter Agreement, by and between The Cooper Companies, Inc. and Browning West, LP, dated December 22, 2025.
99.1	Press Release dated December 23, 2025 of The Cooper Companies, Inc.
104.1	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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 hereunto duly authorized.

THE COOPER COMPANIES, INC.

By: /s/ Daniel G. McBride

Daniel G. McBride

Executive Vice President, Chief Operating Officer, General
Counsel & Secretary

Dated: December 23, 2025

The Cooper Companies, Inc.
6101 Bollinger Canyon Road, Suite 500
San Ramon, California 94583

Browning West, LP
1999 Avenue of the Stars, Suite 1150
Los Angeles, CA 90067

Attention: Usman Nabi and Peter Lee

Dear Messrs. Nabi and Lee:

This letter (this **Agreement**), dated and effective as of December 22, 2025, constitutes the agreement between The Cooper Companies, Inc. (the **Company**) and Browning West, LP (including the funds managed by it, **Browning West**), with respect to the matters set forth below. The Company and Browning West are collectively referred to herein as the **Parties** and each individually as a **Party**.

1 Board Appointment and Committees.

a. The Company's Board of Directors (the **Board**) and any applicable committees of the Board shall promptly take all actions necessary (including increasing the size of the Board) to appoint, effective as of January 3, 2026, Walter M. Rosebrough, Jr. to the Board, with a term expiring at the Company's 2026 annual meeting of stockholders (the **2026 Annual Meeting**).

b. The Company agrees that it will nominate Mr. Rosebrough for election to the Board at the 2026 Annual Meeting and will recommend, support and solicit proxies for the election of Mr. Rosebrough at the 2026 Annual Meeting in the same manner as it recommends, supports, and solicits proxies for the election of the Company's other director nominees.

c. The Board will promptly appoint Mr. Rosebrough to serve on the Corporate Governance and Nominating Committee of the Board (the **NomGov Committee**). In the event that any new committee of the Board is established during the Cooperation Period (as defined below) (including any special or ad hoc committee), subject to the Company's Corporate Governance Guidelines and the Nasdaq Stock Market rules and applicable law, the Board shall promptly appoint Mr. Rosebrough to such new committee. The Board shall provide due and serious consideration to appointing Mr. Rosebrough as Chairman of the Board either on or prior to the conclusion of the Cooperation Period.

2 Independent Director Search. The Company shall promptly engage a nationally recognized independent board search firm to commence a search process (the **Independent Director Search**) to identify one (1) additional independent director (the **Additional Independent Director**) to add to the Board, which Additional Independent Director will be subject to Browning West's approval. In conducting the Independent Director Search, the Board shall seek to identify a current or former executive-level employee of a medical technology company. During the Independent Director Search, Browning West will be entitled to propose Additional Independent Director candidates to the Board for consideration. The Board will use good faith efforts to target appointment of the Additional Independent Director to the Board as soon as reasonably practicable, but in no event later than June 30, 2026.

3 Board Size. During the Cooperation Period, unless consented to by Browning West (which consent shall not be unreasonably withheld, conditioned or delayed), the size of the Board shall not exceed ten (10) directors.

4 Replacement and Other Rights.

a. If Mr. Rosebrough ceases for any reason to be a director of the Board during the Cooperation Period, then (subject to Section 11 [*Termination*] of this Agreement) Browning West shall be entitled to designate another individual to serve as a replacement director (subject to the material completion of the customary onboarding process for members of the Board, including but not limited to, completion of a director and officer questionnaire, an interview with NomGov Committee, a background check and Board approval (which shall not be unreasonably withheld, conditioned or delayed)). In such case, the Board will take all reasonable steps to appoint the individual as a director of the Company (and as a member of the committees of which Mr. Rosebrough was a member immediately prior to his ceasing to be a director of the Board) to serve for the remainder of Mr. Rosebrough's term.

b. If the Additional Independent Director ceases for any reason to be a director of the Board during the Cooperation Period, then (subject to Section 11 [*Termination*] of this Agreement) the Company shall identify a replacement, who will be subject to Browning West's approval (which shall not be unreasonably withheld, conditioned or delayed), to fill the vacancy on the Board created by the Additional Independent Director ceasing to be a director.

5 Voting. During the Cooperation Period, at each annual or special meeting of the Company's stockholders (including any adjournments, postponements or other delays thereof) or action by written consent, Browning West shall cause any and all shares of the Company which it beneficially owns, or over which it has the right to vote on the record date for any such annual or special meeting of stockholder of the Company, to be present for quorum purposes and voted or consented:

a. in favor of the election of each person nominated by the Board for election as a director;

b. against any stockholder nominations for directors that are not approved and recommended by the Board for election;

c. against any proposals or resolutions to remove any member of the Board; and

d. in accordance with the recommendation of the Board on all other proposals or business that may be the subject of stockholder action at such meeting or action by written consent; provided, however, that if Institutional Shareholder Services Inc. (**ISS**) and Glass Lewis & Co., LLC (**Glass Lewis**) recommend otherwise with respect to any proposals (other than as related to the election or removal of directors), Browning West shall be permitted to vote in accordance such ISS and Glass Lewis recommendations; provided, further, that Browning West shall be permitted to vote in its sole discretion on any proposal with respect to an Extraordinary Transaction (as defined below).

For purposes of this Agreement, an **Extraordinary Transaction** means any tender offer, exchange offer, merger, consolidation, acquisition, business combination, sale, recapitalization, restructuring, or other transaction with a third party that, in each case, results in a Change of Control (as defined below) or the sale of substantially all of the Company's assets.

For purposes of this Agreement, a **Change of Control** shall be deemed to have taken place if (i) any person or entity becomes a beneficial owner, directly or indirectly, of securities of the Company representing more than 50 percent of the equity interests and voting power of the Company's then-outstanding equity securities; or (ii) the Company enters into a stock-for-stock transaction (or one or more related transactions) whereby immediately after the consummation of the transactions the Company's stockholders retain, directly or indirectly, less than 50 percent of the equity interests and voting power of the surviving entity's then-outstanding equity securities.

6 **Browning West Standstill**. During the period beginning upon execution of this Agreement until the date that is thirty (30) days prior to the notice deadline for stockholders to submit nominations of director candidates for election at the 2027 annual meeting of stockholders of the Company pursuant to the Amended and Restated Bylaws (the **Bylaws**) of the Company (such period, the **Cooperation Period**), except as specifically permitted in this Agreement or except with the prior written consent of the Company (in its sole discretion), Browning West and its affiliates shall not, directly or indirectly, or jointly or in concert with any other person, do any of the following:

- a. call or seek to call a special meeting of stockholders of the Company;
- b. obtain representation on, or nominate or propose the nomination of any candidate for election to, the Board other than as provided under Section 2 [*Independent Director Search*] or Section 4 [*Replacement and Other Rights*];
- c. seek to effect the removal of any member of the Board or otherwise seek to alter the composition of the Board (including through a "withhold" or similar campaign) other than as provided under Section 2 [*Independent Director Search*] or Section 4 [*Replacement and Other Rights*];
- d. submit, or induce any person to submit, any stockholder proposal whether made pursuant to Rule 14a-4 or Rule 14a-8 promulgated under the Securities Exchange Act of 1934 (as amended, and together with the rules and regulations thereunder, the **Exchange Act**), or otherwise;
- e. except in accordance with Section 5 [*Voting*] hereof, engage in, participate in, or in any way initiate, directly or indirectly, any "solicitation" (as such term is defined in Rule 14a-1 of Regulation 14A under the Exchange Act) with respect to the voting of any shares of common stock or other securities of the Company;
- f. advise or knowingly encourage any person with respect to the voting of any securities of the Company other than in a manner that is consistent with the Board's recommendation, or in connection with any matter for which Browning West retains voting discretion pursuant to Section 5 [*Voting*];
- g. form, join or in any other way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of the Company (other than a "group" that includes all or some of the members of Browning West but does not include any other entities or persons that are not members of Browning West as of the date hereof); provided, however, that nothing herein shall limit the ability of an affiliate or associate of

Browning West to join the “group” following the execution of this Agreement, so long as any such affiliate or associate agrees in writing to be bound by the terms and conditions of this Agreement; provided, further, for clarity, that the foregoing shall not prohibit any non-controlling investment in a partnership, limited liability company, corporation, fund or other entity merely on the basis that such entity is a beneficial owner of the Company’s voting securities;

h. commence, join, encourage or support any litigation, arbitration, complaint or other proceeding (including any derivative action) against or involving the Company or any of its current or former officers or directors, or demand a copy of the list of stockholders or other books and records or make any request under any statutory or regulatory provisions providing for stockholder access to books and records of the Company;

i. make any public announcement or proposal with respect to, or publicly offer or propose (A) any form of business combination or acquisition or other transaction relating to substantially all of the assets or securities of the Company or any of its subsidiaries, or the sale or disposition of either of the Company’s two principal business units, (B) any form of restructuring, recapitalization, change in capital allocation or similar transaction with respect to the Company or any of its subsidiaries or (C) any form of tender or exchange offer for shares of the Company’s voting securities, it being understood that none of the foregoing shall prohibit Browning West from (1) selling or tendering its shares of the Company’s securities, and otherwise receiving consideration, pursuant to any such transaction, (2) voting on any such transaction in its sole discretion in accordance with Section 5 [Voting], or (3) stating how it intends to vote with respect to an Extraordinary Transaction, if any, and the reasons therefor;

j. purchase or otherwise acquire beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of, or interest in, any securities or assets of the Company such that after giving effect to any such acquisition, Browning West holds, directly or indirectly, an aggregate beneficial ownership in excess of 9.9% of the then outstanding shares of common stock of the Company;

k. make any request or submit any proposal to amend or waive the terms of this Section 6, other than through non-public communications with the Company that would not be reasonably likely to require the public disclosure thereof for any Party; or

l. enter into any discussions, arrangements, agreements, understandings or commitments (including any voting or support agreement) with any person with respect to the foregoing, or advise, assist, support, or encourage any person to take any action, in each case inconsistent with the foregoing; or

m. make any public disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing.

Notwithstanding the foregoing, Browning West shall not be prohibited or restricted from (i) communicating privately with members of the Board or executive officers of the Company regarding any matter, so long as such communications are not intended to, and would not reasonably be expected to require, any public disclosure of such communications by any Party; (ii) taking any action necessary to comply with any law, rule or regulation or any action required by any governmental or regulatory authority or stock exchange that has, or may have, jurisdiction over Browning West; (iii) communicating with stockholders of the Company and others in a manner that does not otherwise violate this Agreement; or (iv) exchanging, tendering or otherwise participating in any tender or exchange offer or Company stock repurchase program with respect to the Company’s common stock or other securities on the same basis as the other stockholders of the Company. Furthermore, for the avoidance of doubt, nothing in this Agreement shall be deemed to restrict in any way Mr. Rosebrough in the exercise of his fiduciary duties to the Company.

7 **Current Ownership Interest.** Browning West hereby represents and warrants that it beneficially owns, or exercises control or direction over, directly or indirectly, or otherwise holds a Net Long Position (as defined below) (for the limited purpose of this representation in respect of Browning West's current ownership interest in the Company, disregarding the carve-outs in (i) and (ii) of the definition of Net Long Position) over, 7,778,724 common shares in the capital of the Company representing approximately 4.0% of the issued and outstanding common shares. For purposes of this Agreement, **Net Long Position** means that Browning West beneficially owns common shares in the capital of the Company, directly or indirectly, that constitute a net long position as defined in Rule 14e-4 under the Exchange Act, *mutatis mutandis*; provided, however, that "Net Long Position" shall not include any shares (i) as to which Browning West does not have the right to vote or direct the vote (other than as a result of being in a margin account), or (ii) as to which Browning West has entered into a derivative or other agreement, arrangement, commitment or understanding that hedges or transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of such shares.¹

8 **Confidentiality; Company Policies.** Browning West acknowledges that all directors of the Company (including Mr. Rosebrough) are required, as part of their fiduciary duties to the Company, to keep confidential all Company confidential information. The Parties acknowledge that Mr. Rosebrough, upon appointment to the Board, shall be governed by the same policies, processes, procedures, codes, rules, standards and guidelines applicable to non-employee directors of the Board, as in effect from time to time, including, without limitation, the Company's Corporate Governance Guidelines, Code of Conduct, and policies regarding public disclosure and confidentiality, conflicts of interest, related person transactions, fiduciary duties, codes of conduct, stock ownership, hedging and pledging of Company securities, trading, director resignation, and other governance guidelines and policies of the Company, and shall have the same rights and benefits, including with respect to insurance, indemnification, books and records, compensation and fees, as are applicable to all non-employee directors of the Company.

9 **Non-Disparagement.** Each of Browning West and the Company agrees that, during the Cooperation Period, it shall not, and it shall cause its affiliates and its and their respective directors, officers, partners, employees, agents and other representatives not to do, say, publish, or communicate, publicly or privately, in any media or forum, any matter or thing that would reasonably be expected to undermine, disparage or reflect adversely on the reputation, qualifications, character, conduct, behavior, businesses, products or services of the other party or any of its affiliates or representatives.

¹ Link to Rule 14e-4 definition of "Net Long Position":
<https://www.ecfr.gov/current/title-17/chapter-II/part-240/subpart-A/subject-group-ECFR465b90927e2fdb3/section-240.14e-4>.

10 **Public Dissemination.** No later than 9:00 a.m., Eastern time, on December 23, 2025, the Company shall issue a press release in the form set out in Exhibit A (the **Press Release**). Prior to the issuance of the Press Release, neither the Company nor Browning West shall issue any press release or public announcement regarding this Agreement or take any action that would require public disclosure of this Agreement. Browning West acknowledges and agrees that the Company may file this Agreement and file or furnish the Press Release with the U.S. Securities and Exchange Commission (the **SEC**) as exhibits to a Current Report on Form 8-K and other filings with the SEC. Browning West shall be given a reasonable opportunity to review and comment on such Current Report on Form 8-K with the SEC made by the Company with respect to the entry into this Agreement, and the Company shall give good faith consideration to any comments of Browning West on such Form 8-K.

11 **Termination.** Unless otherwise mutually agreed in writing by each Party, this Agreement shall terminate upon the expiration of the Cooperation Period. Notwithstanding the foregoing, Section 8 [*Confidentiality; Company Policies*] and Sections 12 [*Expenses*] through 25 [*Headings*] shall survive the termination of this Agreement. No termination of this Agreement shall relieve any Party from liability for any breach of this Agreement prior to such termination. Notwithstanding anything to the contrary in this Agreement, the Company's obligations under Sections 1 [*Board Appointment and Committees*] through 4 [*Replacement and Other Rights*] shall immediately terminate upon Browning West breaching this Agreement and such breach not being cured (if capable of being cured) within ten (10) Business Days after receipt by Browning West from the Company of written notice specifying the breach (or, if later, the final judicial resolution of any dispute between the Parties related to the occurrence of such breach). Notwithstanding anything to the contrary in this Agreement, Browning West's obligations under Sections 5 [*Voting*] and 6 [*Browning West Standstill*] shall immediately terminate upon the Company breaching this Agreement and such breach not being cured (if capable of being cured) within ten (10) Business Days after receipt by the Company from Browning West of written notice specifying the breach (or, if later, the final judicial resolution of any dispute between the Parties related to the occurrence of such breach).

12 **Expenses.** The Company shall promptly reimburse Browning West for its out-of-pocket expenses (including legal fees and expenses) incurred by Browning West in connection with its involvement at the Company through the date of this Agreement, including, but not limited to, the negotiation and execution of this Agreement and related matters in an aggregate amount equal to \$400,000. Except as set forth in the preceding sentence, all fees, costs and expenses incurred in connection with this Agreement will be paid by the person incurring such fee, cost or expense.

13 **Governing Law; Forum.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware. Each of the Parties: (a) irrevocably and unconditionally consents to the exclusive personal jurisdiction and venue of the Court of Chancery of the State of Delaware and any appellate court thereof (unless the federal courts have exclusive jurisdiction over the matter, in which case the United States District Court for the District of Delaware and any appellate court thereof shall have exclusive personal jurisdiction); (b) agrees that it shall not challenge such personal jurisdiction by motion or other request for leave from any such court; (c) agrees that it shall not bring any action relating to this Agreement or otherwise in any court other than such courts; and (d) waives any claim of improper venue or any claim that those courts are an inconvenient forum. The Parties agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 21 [*Notices*] or in such other manner as may be permitted by applicable law, shall be valid and sufficient service thereof.

14 Specific Performance. Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach (or threatened breach) of this Agreement by it and that, in the event of any breach or threatened breach of this Agreement: (i) the Party seeking specific performance shall be entitled to seek injunctive and other equitable relief, without proof of actual damages; (ii) the Party against whom specific performance is sought shall not plead in defense that there would be an adequate remedy at law; and (iii) the Party against whom specific performance is sought agrees to waive any applicable right or requirement that a bond be posted. Such remedies shall not be the exclusive remedies for a breach of this Agreement and shall be in addition to all other remedies available at law or in equity.

15 Assignment. No Party may assign or otherwise transfer either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or transfer requiring consent without such consent is void.

16 Entire Agreement; Binding Nature. This Agreement constitutes the only agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. This Agreement binds, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

17 Amendment; Waiver. No amendment, modification, supplement or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the affected Party, and then only in the specific instance and for the specific purpose stated in such writing. Any waiver by any Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Agreement in the future.

18 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement that is held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, and this Agreement shall otherwise be construed so as to effectuate the original intention of the Parties reflected in this Agreement. The Parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

19 Waiver of Jury Trial. EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. No Party shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

20 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and is not enforceable by any other person.

21 Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been duly delivered and received (a) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (b) immediately upon delivery by hand; or (c) on the date sent by email (except that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 21 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 21 (excluding “out of office” or other automated replies)). The addresses for such communications are as follows. At any time, any Party may, by notice given to the other Parties in accordance with this Section 21, provide updated information for notices pursuant to this Agreement. For purposes of this Agreement, **Business Day** means any day other than a Saturday, Sunday or a day on which commercial banks in New York, New York or Wilmington, Delaware are authorized or required by law to be closed.

If to the Company:

The Cooper Companies, Inc.
6101 Bollinger Canyon Road, Suite 500
San Ramon, CA 94583
Attn: Tracey Luttrell, Senior Corporate Counsel, Corporate & Securities
Email: [redacted]

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Attn: Tad J. Freese and Joshua M. Dubofsky
Email: [redacted]

If to Browning West:

Browning West, LP
1999 Avenue of the Stars, Suite 1150
Los Angeles, CA 90067
Attn: Samuel Green
Email: [redacted]

with a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attn: Andrew M. Freedman and Dorothy Sluska
Email: [redacted]

22 Representation by Counsel. Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts of this Agreement exchanged among the Parties shall be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation

23 Counterparts. This Agreement and any amendments to this Agreement may be executed in one or more textually identical counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail or by an electronic signature service (any such delivery, an **Electronic Delivery**), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

24 Interpretations. The words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” Unless the context requires otherwise, “or” is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to in this Agreement means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented.

25 Headings. The headings set forth in this Agreement are for convenience of reference purposes only and shall not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement.

If the terms of this Agreement are in accordance with your understanding, please sign below, whereupon this Agreement shall constitute a binding agreement among us.

[signature page follows]

Yours truly,

THE COOPER COMPANIES, INC.

Per: /s/ Albert G. White III

Name: Albert G. White III

Title: President & Chief Executive Officer

ACKNOWLEDGED AND AGREED, on its own behalf and on behalf of the funds managed by it, this 22nd day of December, 2025.

BROWNING WEST, LP

Per: /s/ Usman Nabi

Name: Usman Nabi

Title: Chief Investment Officer

Exhibit "A"

Form of Press Release

See attached.

**PRESS RELEASE****CooperCompanies Appoints Walter M Rosebrough, Jr.
to its Board of Directors***Enters into Cooperation Agreement with Browning West*

SAN RAMON, Calif., December 23, 2025 - CooperCompanies (Nasdaq: COO), a leading medical device company, announced today that the Company's Board of Directors (the "Board") has appointed Walter (Walt) M Rosebrough, Jr. as an independent director, effective as of January 3, 2026. In connection with this appointment, the Company also has entered into a cooperation agreement (the "Cooperation Agreement") with Browning West, LP ("Browning West"). Mr. Rosebrough will join the Board's Corporate Governance & Nominating Committee. The Board has also agreed that, by the end of 2026, it shall provide due and serious consideration for Mr. Rosebrough to be appointed Chair of the Board. In addition, the Board will identify and appoint a new independent director with medical technology experience, with the mutual agreement of Browning West.

Mr. Rosebrough currently serves as CEO Emeritus and Senior Advisor of STERIS plc (NYSE: STE), a global medical device business focused on infection prevention products and services. During his tenure as CEO of STERIS from 2007 to 2021, STERIS's stock generated a 10-fold total return or an 18% annualized return compared with a 10% annualized return for the S&P 500, and the company's market capitalization increased by over \$20 billion. His career also includes nearly two decades at Hill-Rom Holdings, Inc., where he held senior executive positions, including President and CEO of Support Systems International and President and CEO of Hill-Rom. Mr. Rosebrough currently serves as Independent Chair on the Board of Varex Imaging (NASDAQ: VREX).

"We are pleased to welcome Walt to our Board," said Colleen Jay, Incoming Chair of the Board of CooperCompanies. "He brings decades of leadership experience in the medical device manufacturing and healthcare industries, and his proven track record delivering sustainable growth will support our strategic vision and ongoing focus of delivering long-term value for shareholders."

"Cooper has significant long-term potential, and we are pleased to have aligned on a constructive path forward with the Cooper Board," said Usman S. Nabi, Co-Founder and Chief Investment Officer of Browning West. "We believe Walt's appointment along with the Company's commitment to additional Board refreshment position Cooper to drive the critical initiatives required to unlock sustained long-term value for all shareholders."

Browning West has agreed to certain customary standstill and voting commitments in connection with the Cooperation Agreement and will support the Board's full slate of directors at the 2026 Annual Meeting of Stockholders. The Cooperation Agreement will be filed by the Company with the U.S. Securities and Exchange Commission ("SEC") as an exhibit to the Current Report on Form 8-K.

About CooperCompanies

CooperCompanies (Nasdaq: COO) is a leading global medical device company focused on helping people experience life's beautiful moments through its two business units, CooperVision and CooperSurgical. CooperVision is a trusted leader in the contact lens industry, helping to improve the way people see each day. CooperSurgical is a leading fertility and women's healthcare company dedicated to putting time on the side of women, babies, and families at the healthcare moments that matter most. Headquartered in San Ramon, CA, CooperCompanies has a workforce of more than 15,000, sells products in over 130 countries, and positively impacts over fifty million lives each year. For more information, please visit www.coopercos.com.

About Browning West, LP

Browning West is an independent investment partnership based in Los Angeles, California. The partnership employs a concentrated, long-term and fundamental approach to investing and focuses primarily on investments in North America and Western Europe. Founded in 2019, Browning West seeks to identify and invest in a limited number of high-quality businesses and to hold these investments for multiple years. Backed by a select group of leading foundations, family offices, and university endowments, our unique capital base allows us to focus on long-term value creation at our portfolio companies.

Forward-Looking Statements

This press release contains "forward-looking statements" as defined by the Private Securities Litigation Reform Act of 1995. Statements relating to the Company's potential transactions, capital allocation priorities, share repurchase program, efforts to enhance long-term shareholder value, plans, strategies, future actions, and other statements of which are other than statements of historical fact, are forward-looking. Forward-looking statements necessarily depend on assumptions, data, or methods that may be incorrect or imprecise and are subject to risks and uncertainties. Statements regarding future events and performance and contain words such as "expects" and similar words or phrases. A wide range of factors could materially affect future developments, including, but not limited to, uncertainties related to market conditions and other factors set forth in our other filings with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K. These risks and uncertainties may cause actual future results or actions to be materially different than those expressed in such forward-looking statements. We do not intend, or undertake any duty, to update any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

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