UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from_____ to _____

Commission file number 001-4802

Becton, Dickinson and Company

(Exact name of registrant as specified in its charter)

New Jersey	**22-0760120**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1 Becton Drive,	**Franklin Lakes,**	**New Jersey**	**07417-1880**	**(201) 847-6800**
(Address of principal executive offices) (Zip Code)				**(Registrant's telephone number, including area code)**

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common stock, par value $1.00	BDX	New York Stock Exchange
1.900% Notes due December 15, 2026	BDX26	New York Stock Exchange
1.208% Notes due June 4, 2026	BDX/26A	New York Stock Exchange
1.213% Notes due February 12, 2036	BDX/36	New York Stock Exchange
0.034% Notes due August 13, 2025	BDX25A	New York Stock Exchange
3.519% Notes due February 8, 2031	BDX31	New York Stock Exchange
3.828% Notes due June 7, 2032	BDX32A	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, smaller reporting company, or an emerging growth company. See the definitions of large accelerated filer, accelerated filer, smaller reporting company, and emerging growth company in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

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

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

There were 286,627,469 shares of Common Stock, $1.00 par value, outstanding at June 30, 2025.

BECTON, DICKINSON AND COMPANY
FORM 10-Q
For the quarterly period ended June 30, 2025

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ITEM 1. FINANCIAL STATEMENTS
BECTON, DICKINSON AND COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
Millions of dollars, except per share data
(Unaudited)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Revenues	$ 5,509	$ 4,990	$ 15,949	$ 14,741
Cost of products sold	2,875	2,683	8,823	8,103
Selling and administrative expense	1,320	1,196	3,912	3,601
Research and development expense	297	299	943	888
Integration, restructuring and transaction expense	97	112	279	288
Other operating expense, net	38	98	111	86
Total Operating Costs and Expenses	4,627	4,388	14,067	12,966
Operating Income	882	602	1,882	1,775
Interest expense	(152)	(137)	(458)	(373)
Interest income	5	48	33	108
Other expense, net	(33)	(13)	(86)	(19)
Income Before Income Taxes	703	500	1,371	1,491
Income tax provision	129	13	186	186
Net Income	$ 574	$ 487	$ 1,185	$ 1,305
Basic Earnings per Share	$ 2.00	$ 1.68	$ 4.11	$ 4.50
Diluted Earnings per Share	$ 2.00	$ 1.68	$ 4.10	$ 4.49
Dividends per Common Share	$ 1.04	$ 0.95	$ 3.12	$ 2.85

Amounts may not add due to rounding.
See notes to condensed consolidated financial statements

BECTON, DICKINSON AND COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Millions of dollars
(Unaudited)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Net Income	$ 574	$ 487	$ 1,185	$ 1,305
Other Comprehensive (Loss) Income, Net of Tax				
Foreign currency translation adjustments	(114)	(53)	(116)	(54)
Defined benefit pension and postretirement plans	8	12	24	35
Cash flow hedges	8	(2)	10	(12)
Unrealized gain (loss) on available-for-sale debt securities	1	—	1	(1)
Other Comprehensive Loss, Net of Tax	(97)	(44)	(82)	(32)
Comprehensive Income	$ 477	$ 443	$ 1,103	$ 1,274

Amounts may not add due to rounding.
See notes to condensed consolidated financial statements

BECTON, DICKINSON AND COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
Millions of dollars, except per share amounts and numbers of shares

	June 30, 2025	September 30, 2024
	(Unaudited)	
Assets		
Current Assets:		
Cash and equivalents	$ 735	$ 1,717
Restricted cash	62	139
Short-term investments	22	445
Trade receivables, net	2,943	3,033
Inventories:		
Materials	920	803
Work in process	512	443
Finished products	2,518	2,597
	3,949	3,843
Prepaid expenses and other	1,285	1,292
Total Current Assets	8,997	10,468
Property, Plant and Equipment	14,854	14,378
Less allowances for depreciation and amortization	8,036	7,557
Property, Plant and Equipment, Net	6,818	6,821
Goodwill	26,597	26,465
Developed Technology, Net	6,928	7,733
Customer Relationships, Net	2,334	2,635
Other Intangibles, Net	526	549
Other Assets	2,702	2,615
Total Assets	$ 54,902	$ 57,286
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt obligations	$ 1,810	$ 2,170
Payables, accrued expenses and other current liabilities	6,350	6,786
Total Current Liabilities	8,160	8,956
Long-Term Debt	17,531	17,940
Long-Term Employee Benefit Obligations	908	942
Deferred Income Taxes and Other Liabilities	2,831	3,558
Commitments and Contingencies (See Note 5)		
Shareholders' Equity		
Common stock — $1 par value; authorized — 640,000,000 shares; issued — 370,594,401 shares in June 30, 2025 and September 30, 2024	371	371
Capital in excess of par value	20,024	19,893
Retained earnings	16,426	16,139
Deferred compensation	26	25
Treasury stock	(9,561)	(8,807)
Accumulated other comprehensive loss	(1,813)	(1,732)
Total Shareholders' Equity	25,472	25,890
Total Liabilities and Shareholders' Equity	$ 54,902	$ 57,286

Amounts may not add due to rounding.
See notes to condensed consolidated financial statements

BECTON, DICKINSON AND COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Millions of dollars
(Unaudited)

	Nine Months Ended June 30,	
	2025	2024
Operating Activities		
Net income	$ 1,185	$ 1,305
Adjustments to net income to derive net cash provided by continuing operating activities:		
Depreciation and amortization	1,833	1,700
Share-based compensation	203	196
Deferred income taxes	(255)	(299)
Change in operating assets and liabilities	(1,050)	(197)
Pension obligation	23	(85)
Other, net	137	45
Net Cash Provided by Continuing Operating Activities	2,076	2,666
Investing Activities		
Capital expenditures	(408)	(429)
Maturities and sales (purchases) of investments, net	408	(830)
Other, net	(324)	(318)
Net Cash Used for Investing Activities	(324)	(1,577)
Financing Activities		
Change in short-term debt	133	—
Proceeds from long-term debt	—	4,517
Payments of debt	(1,209)	(1,142)
Repurchases of common stock	(750)	(500)
Dividends paid	(899)	(825)
Other, net	(83)	(88)
Net Cash (Used for) Provided by Financing Activities	(2,808)	1,963
Discontinued Operations		
Net cash used for operating activities of discontinued operations	—	(46)
Effect of exchange rate changes on cash and equivalents and restricted cash	(2)	—
Net (decrease) increase in cash and equivalents and restricted cash	(1,058)	3,006
Opening Cash and Equivalents and Restricted Cash	1,856	1,481
Closing Cash and Equivalents and Restricted Cash	$ 798	$ 4,487

Amounts may not add due to rounding.
See notes to condensed consolidated financial statements

Note 1 – Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and, in the opinion of the management of Becton, Dickinson and Company (the "Company" or "BD"), include all adjustments which are of a normal recurring nature, necessary for a fair presentation of the financial position and the results of operations and cash flows for the periods presented. However, the financial statements do not include all information and accompanying notes required for a presentation in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and the notes thereto included in the Company's 2024 Annual Report on Form 10-K.

Within the financial statements and tables presented, certain columns and rows may not add due to the use of rounded numbers for disclosure purposes. Percentages and earnings per share amounts presented are calculated from the underlying amounts. The results of operations for the interim periods are not necessarily indicative of the results of operations to be expected for the full year.

Proposed combination of Biosciences and Diagnostic Solutions business with Waters

On July 13, 2025, the Company entered into a definitive agreement to combine its Biosciences and Diagnostic Solutions business with Waters Corporation ("Waters") in a transaction that is expected to create an innovative life science and diagnostics leader focused on regulated, high-volume testing.

The transaction is structured as a Reverse Morris Trust, where the BD Biosciences and Diagnostic Solutions business will be spun-off to BD shareholders and simultaneously merged with a wholly owned subsidiary of Waters. BD's shareholders are expected to own approximately 39.2% of the combined company, and existing Waters shareholders are expected to own approximately 60.8% of the combined company. In connection with the transaction, BD will receive a cash distribution of approximately $4 billion prior to completion of the combination, subject to adjustment for cash, working capital, and indebtedness. The transaction is expected to be generally tax-free for U.S. federal income tax purposes to BD and BD's shareholders. Waters is expected to assume approximately $4 billion of incremental debt. The transaction is expected to close around the end of the first quarter of calendar year 2026, subject to receipt of required regulatory approvals, Waters shareholder approval, compliance with applicable U.S. Securities and Exchange Commission ("SEC") requirements, and satisfaction of other customary closing conditions.

Note 2 – Accounting Changes

New Accounting Principles Not Yet Adopted

In November 2024, the Financial Accounting Standards Board ("FASB") issued an accounting standard update that requires the Company to disclose more detailed information about the types of expenses (including purchases of inventory, employee compensation, depreciation, amortization, and depletion) included in each relevant income statement expense caption. The update is effective for the Company beginning with its fiscal year 2028 reporting and for interim reporting beginning with its fiscal year 2029. Early adoption is permitted. The Company is currently evaluating the impact that this update will have on its disclosures.

In December 2023, the FASB issued an accounting standard update that requires more disaggregated information to be included annually in the income tax rate reconciliation and income taxes paid disclosures. This update is effective for the Company beginning in its fiscal year 2026 and the Company is currently evaluating the impact that this update will have on its disclosures.

In November 2023, the FASB issued an accounting standard update that requires more disaggregated expense information about a public entity's reportable segments. This update is effective for the Company beginning with its fiscal year 2025 reporting and for interim reporting beginning with its fiscal year 2026. The Company is currently evaluating the impact that this update will have on its disclosures.

Note 3 – Shareholders' Equity

Changes in certain components of shareholders' equity for the first three quarters of fiscal years 2025 and 2024 were as follows:

(Millions of dollars)	Common Stock Issued at Par Value	Capital in Excess of Par Value	Retained Earnings	Deferred Compensation	Treasury Stock	
					Shares (in thousands)	Amount
Balance at September 30, 2024	$ 371	$ 19,893	$ 16,139	$ 25	(81,493)	$ (8,807)
Net income	—	—	303	—	—	—
Common dividends ($1.04 per share)	—	—	(302)	—	—	—
Issuance of shares under employee and other plans, net	—	(65)	—	—	679	(12)
Share-based compensation	—	90	—	—	—	—
Common stock held in trusts, net (a)	—	—	—	—	(8)	—
Repurchase of common stock	—	(150)	—	—	(2,637)	(606)
Balance at December 31, 2024	$ 371	$ 19,768	$ 16,141	$ 25	(83,459)	$ (9,425)
Net income	—	—	308	—	—	—
Common dividends ($1.04 per share)	—	—	(298)	—	—	—
Issuance of shares under employee and other plans, net	—	(6)	—	1	78	13
Share-based compensation	—	59	—	—	—	—
Common stock held in trusts, net (a)	—	—	—	—	13	—
Repurchase of common stock	—	150	—	—	(619)	(150)
Balance at March 31, 2025	$ 371	$ 19,971	$ 16,150	$ 26	(83,987)	$ (9,561)
Net income	—	—	574	—	—	—
Common dividends ($1.04 per share)	—	—	(299)	—	—	—
Issuance of shares under employee and other plans, net	—	(2)	—	(1)	18	—
Share-based compensation	—	55	—	—	—	—
Common stock held in trusts, net (a)	—	—	—	—	2	—
Balance at June 30, 2025	$ 371	$ 20,024	$ 16,426	$ 26	(83,967)	$ (9,561)

(Millions of dollars)	Common Stock Issued at Par Value	Capital in Excess of Par Value	Retained Earnings	Deferred Compensation	Treasury Stock	
					Shares (in thousands)	Amount
Balance at September 30, 2023	$ 371	$ 19,720	$ 15,535	$ 24	(80,203)	$ (8,305)
Net income	—	—	281	—	—	—
Common dividends ($0.95 per share)	—	—	(275)	—	—	—
Issuance of shares under employee and other plans, net	—	(62)	—	—	647	(20)
Share-based compensation	—	83	—	—	—	—
Common stock held in trusts, net (a)	—	—	—	—	(19)	—
Repurchase of common stock	—	—	—	—	(2,118)	(503)
Balance at December 31, 2023	$ 371	$ 19,741	$ 15,540	$ 24	(81,692)	$ (8,828)
Net income	—	—	537	—	—	—
Common dividends ($0.95 per share)	—	—	(275)	—	—	—
Issuance of shares under employee and other plans, net	—	(5)	—	2	72	17
Share-based compensation	—	60	—	—	—	—
Common stock held in trusts, net (a)	—	—	—	—	32	—
Balance at March 31, 2024	$ 371	$ 19,795	$ 15,802	$ 26	(81,588)	$ (8,811)
Net income	—	—	487	—	—	—
Common dividends ($0.95 per share)	—	—	(275)	—	—	—
Issuance of shares under employee and other plans, net	—	(2)	—	(4)	26	4
Share-based compensation	—	54	—	—	—	—
Common stock held in trusts, net (a)	—	—	—	—	10	—
Balance at June 30, 2024	$ 371	$ 19,847	$ 16,015	$ 22	(81,552)	$ (8,807)

(a) Common stock held in trusts consists of the Company's shares held in rabbi trusts in connection with deferred compensation under the Company's employee salary and bonus deferral plan and directors' deferral plan.

Share Repurchases

In the first quarter of fiscal year 2025, the Company executed an accelerated share repurchase ("ASR") agreement and accounted for the agreement as two transactions upon prepayment: (1) the initial delivery of shares was recorded as an increase to *Common stock in treasury* to recognize the acquisition of common stock acquired in a treasury stock transaction, and (2) the remaining amount of shares was recorded as a decrease to *Capital in excess of par value* to recognize a net share-settled forward sale contract indexed to the Company's own common stock. Upon final settlement of the repurchase agreement and the forward sale contract in the second quarter of fiscal year 2025, the Company's receipt of additional shares was recorded as an increase to *Common stock in treasury* and an offsetting increase to *Capital in excess of par value*. The impacts of these accelerated share repurchase transactions were as follows:

Execution Date	Settlement Date	Aggregate Common Stock Repurchased (millions of dollars) (a)	Initial Shares Delivered (in thousands)	Additional Shares Delivered at Settlement (in thousands) (b)	Total Shares Delivered (in thousands)
Q1 2025	Q2 2025	$ 750	2,637	619	3,256

(a) Excludes a 1% excise tax on share repurchases of $6 million.

(b) The final settlement for the first quarter transaction amounted to $150 million.

In the first quarter of fiscal year 2024, the Company executed and settled ASR agreements for the repurchase of 2.118 million shares of its common stock for total consideration of $500 million, excluding a 1% excise tax on share repurchases of $3 million. The share repurchases were recorded as an increase to *Treasury stock*.

The share repurchases discussed above were made pursuant to the repurchase program authorized by the Board of Directors on November 3, 2021, for 10 million shares of BD common stock, for which there is no expiration date. On January 28, 2025, the Board of Directors authorized BD to repurchase up to an additional 10 million shares of BD common stock, for which there is also no expiration date. As of June 30, 2025, 13 million shares remained unused under these programs.

The components and changes of *Accumulated other comprehensive income (loss)* for the first three quarters of fiscal years 2025 and 2024 were as follows:

(Millions of dollars)	Total	Foreign Currency Translation	Benefit Plans	Cash Flow Hedges	Available-for-Sale Debt Securities
Balance at September 30, 2024	$ (1,732)	$ (1,244)	$ (557)	$ 70	$ (1)
Other comprehensive income before reclassifications, net of taxes	49	46	—	3	—
Amounts reclassified into income, net of taxes	6	—	8	(2)	—
Balance at December 31, 2024	$ (1,676)	$ (1,199)	$ (549)	$ 72	$ (1)
Other comprehensive loss before reclassifications, net of taxes	(47)	(48)	—	—	—
Amounts reclassified into income, net of taxes	7	—	8	—	—
Balance at March 31, 2025	$ (1,716)	$ (1,246)	$ (541)	$ 72	$ (1)
Other comprehensive (loss) income before reclassifications, net of taxes	(109)	(114)	—	4	1
Amounts reclassified into income, net of taxes	12	—	8	4	—
Balance at June 30, 2025	$ (1,813)	$ (1,360)	$ (533)	$ 80	$ —

(Millions of dollars)	Total	Foreign Currency Translation	Benefit Plans	Cash Flow Hedges	Available-for-Sale Debt Securities
Balance at September 30, 2023	$ (1,548)	$ (1,078)	$ (571)	$ 103	$ —
Other comprehensive income (loss) before reclassifications, net of taxes	21	40	—	(19)	—
Amounts reclassified into income, net of taxes	12	—	12	1	—
Balance at December 31, 2023	$ (1,515)	$ (1,038)	$ (559)	$ 84	$ —
Other comprehensive (loss) income before reclassifications, net of taxes	(31)	(41)	—	9	(1)
Amounts reclassified into income, net of taxes	11	—	12	(1)	—
Balance at March 31, 2024	$ (1,535)	$ (1,079)	$ (548)	$ 93	$ (1)
Other comprehensive loss before reclassifications, net of taxes	(53)	(53)	—	—	—
Amounts reclassified into income, net of taxes	9	—	12	(2)	—
Balance at June 30, 2024	$ (1,579)	$ (1,132)	$ (536)	$ 90	$ (1)

The amounts of foreign currency translation recognized in other comprehensive income during the three and nine months ended June 30, 2025 and 2024 included net (losses) gains relating to net investment hedges. The amounts recognized in other comprehensive income relating to cash flow hedges during the three and nine months ended June 30, 2025 primarily related to foreign exchange contracts. The amounts recognized in other comprehensive income relating to cash flow hedges during the nine months ended June 30, 2024 primarily related to forward starting interest rate swaps, which were terminated in the second quarter of fiscal year 2024. Additional disclosures regarding the Company's derivatives are provided in Note 12.

The tax impacts for amounts recognized in other comprehensive income (loss) before reclassifications and for reclassifications out of *Accumulated other comprehensive income (loss)* relating to benefit plans and cash flow hedges during the three and nine months ended June 30, 2025 and 2024 were immaterial to the Company's consolidated financial results.

Note 4 – Earnings per Share

The weighted average common shares used in the computations of basic and diluted earnings per share (shares in thousands) were as follows:

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Average common shares outstanding	287,170	289,562	287,997	289,815
Dilutive share equivalents from share-based plans	53	691	696	1,042
Average common and common equivalent shares outstanding – assuming dilution	287,223	290,253	288,693	290,857
Share equivalents excluded from the diluted shares outstanding calculation:				
Share-based plans (a)	4,284	2,817	4,156	1,130

(a) Excluded from the diluted earnings per share calculation as the exercise prices of these awards were greater than the average market price of the Company's common shares.

Note 5 – Contingencies

The Company is involved, both as a plaintiff and a defendant, in various legal proceedings that arise in the ordinary course of business, including, without limitation, product liability and environmental matters in certain U.S. and international locations. Given the uncertain nature of litigation generally, the Company is not able, in all cases, to reasonably estimate the amount or range of loss that could result from an unfavorable outcome of litigation in which the Company is a party. Even if the Company believes it has meritorious defenses, from time to time the Company engages in settlement discussions and mediation and considers settlements, taking into account various factors including, among other things, developments in such legal proceedings and the resulting risks and uncertainties. These activities have resulted in settlements for certain matters and going forward could result in further settlements, which may be confidential and could be significant and result in charges in excess of accruals.

In accordance with U.S. GAAP, the Company establishes accruals to the extent future losses are probable and reasonably estimable. With respect to putative class action lawsuits and certain tort actions in the United States and certain of the Canadian lawsuits described below or in its other SEC filings, the Company may not be able to determine if a probable loss exists or estimate a range of reasonably possible losses for the following reasons: (i) all or certain of the proceedings are in early stages; (ii) the Company has not received and reviewed complete information regarding all or certain of the plaintiffs and their medical conditions; and/or (iii) there are significant factual issues to be resolved. In addition, there is uncertainty as to the likelihood of a class being certified or the ultimate size of any class. With respect to certain of the civil investigative demands ("CIDs") served by the Department of Justice, which are discussed below, the Company may not be able to determine if a probable loss exists, unless otherwise noted, for the following reasons: (i) all or certain of the proceedings are in early stages; and/or (ii) there are significant factual and legal issues to be resolved.

Product Liability Matters

As of June 30, 2025, the Company is defending approximately 6,845 product liability claims involving the Company's line of hernia repair devices (collectively, the "Hernia Product Claims"). The Company's outstanding Hernia Product Claims as of September 30, 2024 were approximately 6,610 following the settlement agreement that was consummated in the fourth quarter of fiscal year 2024 to resolve the vast majority of the Company's existing hernia litigation. The majority of the claims are currently pending in a coordinated proceeding in Rhode Island State Court ("RI") and in a federal multi-district litigation ("MDL") established in the Southern District of Ohio, but claims are also pending in other state and/or federal court jurisdictions. In addition, outstanding claims include multiple putative class actions in Canada. Generally, the Hernia Product Claims seek damages for personal injury allegedly resulting from use of the products. The Company believes that it has meritorious defenses and is vigorously defending itself in these matters. There are no trials currently scheduled.

The Company also continues to be a defendant in certain other mass tort litigation. As of June 30, 2025, the Company is defending product liability claims involving the Company's line of pelvic mesh products, the majority of which are pending in a coordinated proceeding in New Jersey Superior Court, the Company's line of inferior vena cava ("IVC") filter products, which are pending in various jurisdictions, and the Company's line of implantable ports, the majority of which are pending in an MDL in the United States District Court for the District of Arizona. The Company believes that it has meritorious defenses and is vigorously defending itself in these matters.

In most product liability litigations like those described above, plaintiffs allege a wide variety of claims, ranging from allegations of serious injury caused by the products to efforts to obtain compensation notwithstanding the absence of any injury. In many of these cases, the Company has not yet received and reviewed complete information regarding the plaintiffs and their medical conditions and, consequently, is unable to fully evaluate the claims. The Company expects that it will receive and review additional information regarding any remaining unsettled product liability matters.

Other Matters

On November 2, 2020, a putative shareholder derivative action captioned Jankowski v. Forlenza, et al., Civ. No. 2:20-cv-15474, was filed in the U.S. District Court for the District of New Jersey by a shareholder, derivatively on behalf of the Company, against certain of the Company's directors and officers. The complaint asserts claims for breach of fiduciary duty; violations of sections 10(b), 14(a) and 21D of the Exchange Act, and insider trading. The complaint principally alleges that the Company made misleading statements regarding Alaris™ infusion pumps in a proxy statement and other SEC filings. A second federal derivative action was filed on January 24, 2021, and the two actions were consolidated and stayed. In March 2021, the Company received letters from two additional shareholders which, in general, mirrored the allegations in the derivative actions, and demanded, among other things, that the Board of Directors pursue claims against members of management for claimed breaches of fiduciary duties. Consistent with New Jersey law, the Board appointed a special committee to review the allegations and demands in the derivative actions and demand letters. Following an investigation, the special committee determined that no action was warranted, and rejected the shareholders' demands, communicating its determination to counsel for the shareholders. On January 10, 2023, one of the two shareholders referenced above filed a separate derivative action that: (i) is generally consistent with the shareholder letter and the two prior actions; and (ii) purports to challenge the reasonableness of the special committee's process and determination. That action was also stayed. Following entry of a stipulated scheduling order for an amended complaint and motion to dismiss the consolidated federal action, the case schedule was adjourned without date pending mediation. On September 10, 2024, the Company received an additional substantially identical shareholder demand letter and on September 26, 2024, that shareholder filed a second substantially identical state court derivative action. In November 2024, the Company entered into an agreement in principle to resolve this matter for $9 million. On June 9, 2025, the court issued its order preliminarily approving the settlement and setting the final approval hearing for August 11, 2025.

As part of its previously disclosed settlement with the Enforcement Division of the SEC relating to certain reporting issues involving BD Alaris™ infusion pumps included in SEC disclosures prior to 2021, the Company has engaged and is working with an independent compliance consultant to review practices and procedures relating to the evaluation of product recalls and remediation under U.S. GAAP and its disclosure controls and procedures, including but not limited to controls and procedures relating to collection and assessment of information concerning potential risks, contingencies, operating events, trends, and uncertainties.

In July 2017, C.R. Bard, which was acquired by the Company in December 2017, received a CID from the Department of Justice seeking documents and information relating to an investigation into possible violations of the False Claims Act in connection with the sales and marketing of FloChec® and QuantaFlo™ devices. The Company has responded to these requests and met with the Department of Justice in February and July 2024; discussions are ongoing.

In April 2019, the Department of Justice served the Company and CareFusion with CIDs seeking information regarding certain of CareFusion's contracts with the Department of Veteran's Affairs, some dating back more than 10 years, for certain products, including Alaris™ and Pyxis™ devices, in connection with a civil investigation of possible violations of the False Claims Act, and the government later expanded the investigation to include several additional contracts. The government has made several requests for documents and interviews or depositions of Company personnel and set forth a preliminary case assessment. The Company is cooperating with the government, responding to these requests and the assessment.

In April 2023, the Department of Justice served the Company with a CID seeking information regarding the Company's Genesis™ container products in connection with an investigation of possible violations of the False Claims Act. The government has requested documents and set forth a preliminary case assessment, and the Company is cooperating with the government, responding to its requests and the assessment.

The Company was sued in state and federal courts in Georgia by plaintiffs who work or reside near Company facilities in Covington, GA, where ethylene oxide ("EtO") sterilization activities take place. The federal cases have been dismissed and refiled in state court. The plaintiffs in the cases seek compensatory and punitive damages. Pursuant to Georgia statute, punitive damages in these cases are generally capped at $250,000 per claimant, unless the plaintiff can prove that the Company acted, or failed to act, with a specific intent to cause harm, which the court to date has cast as a jury issue, meaning that the jury could negate the cap. The cases allege a variety of injuries, including but not limited to multiple types of cancer, allegedly attributable to exposure to EtO. As of June 30, 2025, the Company has approximately 390 of such suits involving approximately 400 plaintiffs asserting individual personal injury claims; approximately 50 of the cases also allege injury caused by exposure to a

chemical of another defendant entirely unrelated to the Company. The Company believes that it has meritorious defenses and is vigorously defending itself in these matters.

On May 2, 2025, the compensatory phase of the first trial in these cases resulted in the jury awarding the plaintiff $20 million in compensatory damages with the matter proceeding to a punitive phase. On May 6, 2025, the jury made a punitive damages finding in the amount of $50 million, which was set aside by the court as the judge declared a mistrial as to this phase of the trial. The mistrial was declared because the jury was not unanimous regarding the issue of specific intent to cause harm, which is required in a case like this for a punitive damages award above a $250,000 cap. After declaring a mistrial in the punitive phase, the court asked for briefing as to potential broader ramifications of that declaration, including as the Company contends, whether a mistrial was warranted as to the case in its entirety (not just the punitive phase). The Court has not yet ruled on the briefing. At this time, no judgment has been entered in the case, which is still pending. No amounts have been accrued with respect to this individual case because: 1) there is no judgment; 2) there is sufficient ambiguity as to whether a judgment will be entered; and 3) even if one is entered, there are a multitude of strong appellate issues such that a loss for this case is not probable or estimable at this time.

In 2015, legislation was enacted in Italy which requires medical technology companies to make payments to the Italian government if Italy's medical device expenditures exceed annual regional expenditure ceilings. The amount of these payments is based on the amount by which the regional ceilings for the given year were exceeded. Considerable uncertainty has existed regarding the enforceability and implementation of this payback legislation since it was enacted and the Company, as well as other medical device companies, have filed appeals which challenge the enforceability of this legislation. In July 2024, the Italian Constitutional Court issued two judgments which concluded that the medical device payback legislation is constitutional; however, litigation proceedings before Italian Courts are still pending. While the Company recorded $62 million during its fiscal year 2024 as a preliminary estimate of the liability related to this matter, substantially all of which relates to periods prior to fiscal year 2024, ultimate resolution is unknown at this time, and it is possible that the amount of the Company's liability could differ from the currently accrued amount.

In May 2024, CareFusion 303, Inc., the Company's subsidiary that manufactures its BD Pyxis™ dispensing equipment, received a Form 483 Notice following an inspection from the U.S. Food and Drug Administration ("FDA") that contained observations of non-conformance with the FDA's Quality System and Medical Device Reporting ("MDR") regulations. In November 2024, the Company received a Warning Letter following the inspection of its Dispensing quality management system at its facility located in San Diego, California, citing certain alleged violations of the quality system regulations, MDR regulation, the corrections and removals reporting regulation and law. The Company's liability recorded for estimated future costs associated with certain actions required to respond to the Warning Letter and to address the non-conformities was $114 million as of June 30, 2025, which reflected net adjustments of $98 million recorded in the nine months ended June 30, 2025 to increase the liability. Since receipt of the Warning Letter, the Company has continued to assess, based upon currently available information, the resources that will be required to address the non-conformities cited in the Warning Letter while optimizing the customer experience and ensuring the Company's remediation plans can be fully executed within its planned timelines. Accordingly, the charges recorded during fiscal year 2025 are attributable to additional resources that were determined, based upon information that became available during the fiscal year, to be necessary to execute the Company's remediation plans. The Company submitted a comprehensive response to address FDA's feedback in the Warning Letter, which committed to implementing additional corrective actions; however, no assurances can be given regarding further action by the FDA as a result of the Warning Letter, or that corrective actions proposed and taken by CareFusion 303, Inc. will be adequate to address the Warning Letter. Any failure to adequately address this Warning Letter may result in regulatory actions initiated by the FDA without further notice, which may include, but are not limited to, seizure, injunction and civil monetary penalties. As a result, the ultimate resolution of this Warning Letter and its impact on the Company's operations is unknown at this time, and it is possible that the amount of the Company's liability could exceed its currently accrued amount.

The Company is also involved both as a plaintiff and a defendant in other legal proceedings and claims that arise in the ordinary course of business. The Company believes that it has meritorious defenses and is vigorously defending itself in each of these matters.

Except as otherwise noted, the Company cannot predict the outcome of the other legal matters discussed above, nor can it predict whether any outcome will have a material adverse effect on the Company's consolidated results of operations and/or consolidated cash flows. Further, the Company may not be able to determine if a probable loss exists for certain of the other legal matters discussed above, and accordingly, the Company has recorded no provisions for such matters in its consolidated results of operations.

The Company is a potentially responsible party to a number of federal administrative proceedings in the United States brought under the Comprehensive Environment Response, Compensation and Liability Act, also known as "Superfund," and similar state laws. The Company also is subject to administrative proceedings under environmental laws in jurisdictions outside the

U.S. The affected sites are in varying stages of development. In some instances, the remediation has been completed, while in others, environmental studies are underway or commencing. For several sites, there are other potentially responsible parties that may be jointly or severally liable to pay all or part of cleanup costs. While it is not feasible to predict the outcome of these proceedings, based upon the Company's experience, current information and applicable law, the Company does not expect these proceedings to have a material adverse effect on its consolidated results of operations and/or consolidated cash flows.

Litigation Accruals

The Company regularly monitors and evaluates the status of product liability and other litigated matters, and may, from time-to-time, engage in settlement discussions and mediations taking into consideration, among other things, developments in the litigation and the risks and uncertainties associated therewith. These activities have resulted in confidential settlements and going forward could result in further settlements, the terms of which may be confidential and could be significant and result in charges in excess of accruals. A determination of the accrual amounts for these contingencies is made after analysis of each litigation matter. When appropriate, the accrual is developed with the consultation of outside counsel and, in the case of certain mass tort litigation, actuarial specialists regarding the nature, timing, and extent of each matter.

During the first quarter of fiscal year 2024, the Company recorded a pre-tax benefit to *Other operating expense, net*, of approximately $36 million related to certain of the product liability matters discussed above under the heading "Product Liability Matters," including the related legal defense costs. The benefit primarily reflected the favorable resolution of claims during the fiscal year.

The Company considers relevant information when estimating its product liability accruals, including, but not limited to: the nature, number, and quality of unfiled and filed claims; the rate of claims being filed; the status of settlement discussions with plaintiffs' counsel; the allegations and documentation supporting or refuting such allegations; publicly available information regarding similar medical device mass tort settlements; historical information regarding other product liability settlements involving the Company; and the stage of litigation. Because currently available information regarding product liability matters is often limited, there is inherent uncertainty and volatility relating to the Company's estimate of product liability. As additional information becomes available, the Company records adjustments to its product liability accruals as required.

Accruals for the Company's product liability claims, which are discussed above, as well as the related legal defense costs, amounted to approximately $1.5 billion and $1.7 billion at June 30, 2025 and September 30, 2024, respectively. These accruals are recorded within *Payables, accrued expenses and other current liabilities* and *Deferred Income Taxes and Other Liabilities* on the Company's condensed consolidated balance sheets. The decrease in the Company's product liability accrual as of June 30, 2025, as compared with September 30, 2024, primarily reflected reductions due to the payment of settlements and legal fees. The increase in the number of outstanding hernia repair device claims discussed above did not materially impact the Company's product liability accrual because the underlying estimate of the Company's liability includes and already accounts for unfiled claims. Moreover, the accrual reflects the determination that the quality of new hernia report device claims has generally diminished over time. Amounts payable pursuant to the settlement agreement that was consummated in the fourth quarter of fiscal year 2024 to resolve the vast majority of the Company's hernia litigation are included within the Company's current product liability accrual and will be paid out over a multi-year period. Claim activity during the first three quarters of fiscal year 2025 relating to the product liability matters did not materially impact the Company's product liability accrual as of June 30, 2025.

The particular outcome in any one trial is typically not representative of potential outcomes of all cases or claims. Because any accrual already contemplates a wide range of possible outcomes, including those with a de minimis value, individual outcomes generally do not impact the value of other cases in the total case inventory or the overall product liability accrual.

In view of the uncertainties discussed above, the Company could incur charges in excess of any currently established accruals and, to the extent available, liability insurance. In the opinion of management, any such future charges, individually or in the aggregate, could have a material adverse effect on the Company's consolidated results of operations, financial condition, and/or consolidated cash flows.

Note 6 – Revenues

The Company's policies for recognizing sales have not changed from those described in the Company's 2024 Annual Report on Form 10-K. The Company sells a broad range of medical supplies, devices, laboratory equipment and diagnostic products, which are distributed through independent distribution channels and directly by BD through sales representatives. End-users of the Company's products include healthcare institutions, physicians, life science researchers, clinical laboratories, the pharmaceutical industry and the general public. In the current and prior-year periods, the Company generated revenues attributable to licensing, which includes consideration received in exchange for the use of BD intellectual property by third parties.

Measurement of Revenues

The Company's allowance for doubtful accounts reflects the current estimate of credit losses expected to be incurred over the life of its trade receivables. Such estimated credit losses are determined based on historical loss experiences, customer-specific credit risk, and reasonable and supportable forward-looking information, such as country or regional risks that are not captured in the historical loss information. The allowance for doubtful accounts for trade receivables is not material to the Company's consolidated financial results.

The Company's gross revenues are subject to a variety of deductions, which are recorded in the same period that the underlying revenues are recognized. Such variable consideration includes rebates, sales discounts and sales returns. The Company's rebate liabilities are classified as an offset to *Trade receivables, net*, or as *Payables, accrued expenses and other current liabilities*, depending on the form of settlement and were $825 million and $749 million at June 30, 2025 and September 30, 2024, respectively. The impact of other forms of variable consideration, including sales discounts and sales returns, is not material to the Company's revenues.

Effects of Revenue Arrangements on Condensed Consolidated Balance Sheets

Capitalized contract costs associated with the costs to fulfill contracts for certain products in the Medication Management Solutions organizational unit are immaterial to the Company's condensed consolidated balance sheets. Commissions relating to revenues recognized over a period longer than one year are recorded as assets, which are amortized over the period over which the revenues underlying the commissions are recognized. Capitalized contract costs related to such commissions are immaterial to the Company's condensed consolidated balance sheets.

Contract liabilities for unearned revenue that is allocable to performance obligations, such as extended warranty and software maintenance contracts, which are performed over time, were approximately $492 million and $482 million as of June 30, 2025 and September 30, 2024, respectively, and are included in *Payables, accrued expenses and other current liabilities* on the Company's condensed consolidated balance sheets. The Company's liability for product warranties provided under its agreements with customers is not material to its condensed consolidated balance sheets.

Remaining Performance Obligations

The Company's obligations relative to service contracts and pending installations of equipment, primarily in the Company's Medication Management Solutions unit, represent unsatisfied performance obligations of the Company. The revenues under existing contracts with original expected durations of more than one year, which are attributable to products and/or services that have not yet been installed or provided are estimated to be approximately $2.5 billion at June 30, 2025. The Company expects to recognize the majority of this revenue over the next three years.

Within the Company's Medication Management Solutions, Medication Delivery Solutions, Diagnostic Solutions, and Biosciences units, some contracts also contain minimum purchase commitments of reagents or other consumables, and the future sales of these consumables represent additional unsatisfied performance obligations of the Company. The revenue attributable to the unsatisfied minimum purchase commitment-related performance obligations, for contracts with original expected durations of more than one year, is estimated to be approximately $2.3 billion at June 30, 2025. This revenue will be recognized over the customer relationship periods.

Disaggregation of Revenues

A disaggregation of the Company's revenues by segment, organizational unit and geographic region is provided in Note 7.

Note 7 – Segment Data

The Company's organizational structure is based upon three worldwide business segments: BD Medical ("Medical"), BD Life Sciences ("Life Sciences") and BD Interventional ("Interventional"). The Company's segments are strategic businesses that are managed separately because each one develops, manufactures and markets distinct products and services. Segment disclosures are on a performance basis consistent with internal management reporting. The Company evaluates performance of its business segments and allocates resources to them primarily based upon segment operating income, which represents revenues reduced by product costs and operating expenses.

Revenues by segment, organizational unit and geographical areas for the three and nine-month periods are detailed below. The Company has no material intersegment revenues.

s of dollars)	Three Months Ended June 30,					
	2025			2024		
	United States	International	Total	United States	International	Total
l						
tion Delivery Solutions	$680	$ 452	$1,132	$670	$ 453	1,123
tion Management Solutions	709	179	888	680	160	840
ceutical Systems	178	451	629	158	437	594
ed Patient Monitoring	176	102	278	—	—	—
Total segment revenues	$1,743	$1,184	$2,927	$1,508	$1,050	2,558
iences						
en Management (a)	$240	$ 230	$ 470	$239	$ 228	467
stic Solutions (a)	154	271	425	167	263	429
nces	145	213	358	141	222	363
Total segment revenues	$539	$ 714	$1,254	$546	$ 714	1,260
ıtional						
	$294	$ 101	$ 395	$283	$ 93	376
ral Intervention	271	241	512	263	225	488
y and Critical Care	334	88	422	297	78	375
Total segment revenues	$898	$ 430	$1,328	$844	$ 396	1,240
b)	$ —	$ —	$ —	$ (6)	$ (62)	(67)
Total Company revenues	$3,181	$2,328	$5,509	$2,891	$2,098	4,990

(a) During the first quarter of fiscal year 2025, Life Sciences split its former Integrated Diagnostic Solutions organizational unit into two units to better align BD resources with the distinct needs of each business.

(b) Represents the recognition of accruals related to the Italian government medical device pay back legislation, as well as another legal matter, and which substantially relate to years prior to fiscal year 2024. Such amounts were not allocated to the Company's reportable segments and these matters are further discussed in Note 5.

s of dollars)	Nine Months Ended June 30,					
	2025			2024		
	United States	International	Total	United States	International	Total
l						
tion Delivery Solutions	$ 2,060	$ 1,313	$ 3,373	$ 1,971	$ 1,310	3,282
tion Management Solutions	2,030	470	2,500	1,883	475	2,359
ceutical Systems	431	1,191	1,622	442	1,154	1,596
ed Patient Monitoring	490	317	806	—	—	—
Total segment revenues	$ 5,012	$ 3,290	$ 8,302	$ 4,297	$ 2,940	7,237
iences						
en Management (a)	$ 721	$ 667	$ 1,387	$ 708	$ 664	1,372
stic Solutions (a)	556	783	1,340	578	787	1,365
nces	440	631	1,071	426	689	1,115
Total segment revenues	$ 1,717	$ 2,081	$ 3,798	$ 1,712	$ 2,139	3,852
ıtional						
	$ 885	$ 288	$ 1,173	$ 851	$ 273	1,124
ral Intervention	793	673	1,466	762	669	1,431
y and Critical Care	962	249	1,211	930	234	1,165
Total segment revenues	$ 2,640	$ 1,209	$ 3,849	$ 2,543	$ 1,177	3,720
b)	$ —	$ —	$ —	$ (6)	$ (62)	(67)
Total Company revenues	$ 9,369	$ 6,581	$ 15,949	$ 8,546	$ 6,195	14,741

(a) During the first quarter of fiscal year 2025, Life Sciences split its former Integrated Diagnostic Solutions organizational unit into two units to better align BD resources with the distinct needs of each business.

(b) Represents the recognition of accruals related to the Italian government medical device pay back legislation, as well as another legal matter, and which substantially relate to years prior to fiscal year 2024. Such amounts were not allocated to the Company's reportable segments and these matters are further discussed in Note 5.

Segment income for the three and nine-month periods was as follows:

(Millions of dollars)	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Income Before Income Taxes				
Medical (a)	$ 880	$ 753	$ 1,922	$ 1,950
Life Sciences	391	387	1,152	1,174
Interventional	376	365	1,155	1,044
Total Segment Operating Income	1,647	1,505	4,229	4,168
Integration, restructuring and transaction expense	(97)	(112)	(279)	(288)
Net interest expense	(147)	(89)	(425)	(265)
Other unallocated items (b)	(701)	(804)	(2,154)	(2,124)
Total Income Before Income Taxes	$ 703	$ 500	$ 1,371	$ 1,491

(a) The amount for the nine months ended June 30, 2025 included charges recorded to *Cost of products sold* of $98 million to adjust estimated future product remediation costs and charges of $336 million due to a fair value step-up adjustment relating to Advanced Patient Monitoring's inventory on the acquisition date.

(b) Primarily comprised of foreign exchange, certain general and administrative expenses and share-based compensation expense.

Note 8 – Benefit Plans

The Company has defined benefit pension plans covering certain employees in the United States and certain international locations. The measurement date used for these plans is September 30.

Net pension cost included the following components for the three and nine-month periods:

	Three Months Ended June 30,		Nine Months Ended June 30,	
(Millions of dollars)	**2025**	**2024**	**2025**	**2024**
Service cost	$ 9	$ 22	$ 28	$ 69
Interest cost	31	34	101	108
Expected return on plan assets	(41)	(37)	(135)	(117)
Amortization of prior service credit	—	(1)	—	(3)
Amortization of loss	8	14	25	44
Settlement loss	30	—	30	—
Net pension cost	$ 35	$ 32	$ 49	$ 101

The amounts provided above for amortization of prior service credit and amortization of loss represent the reclassifications of prior service credits and net actuarial losses that were recognized in *Accumulated other comprehensive income (loss)* in prior periods. All components of the Company's net periodic pension and postretirement benefit costs, aside from service cost, are recorded to *Other expense, net* on its condensed consolidated statements of income. The Company recognizes pension settlements when payments from the plan exceed the sum of service and interest cost components of net periodic pension cost associated with the plan for the fiscal year. The settlement loss recorded for the three and nine months ended June 30, 2025 included lump sum benefit payments associated with the Company's U.S. pension plan.

Note 9 – Acquisition

Advanced Patient Monitoring

On September 3, 2024, the Company completed its acquisition of Edwards Lifesciences' Critical Care product group, which was renamed as BD Advanced Patient Monitoring ("Advanced Patient Monitoring"). Since the acquisition date, financial results for Advanced Patient Monitoring's product offerings are being reported as a separate organizational unit within the Medical segment. Advanced Patient Monitoring is a global leader in advanced monitoring solutions that expands the Company's portfolio of smart connected care solutions with its growing set of leading monitoring technologies, advanced AI-enabled clinical decision tools and robust innovation pipeline that complement the Company's existing technologies serving operating rooms and intensive care units. The Company funded the transaction with cash on hand, using net proceeds raised through debt issuances in the third quarter of fiscal year 2024 and borrowings under its commercial paper program. The acquisition was accounted for under the acquisition method of accounting for business combinations.

The Company is in the process of finalizing the allocation of the purchase price to the individual assets acquired and liabilities assumed, related to assessing certain assumptions underlying the valuation of intangible assets. The preliminary allocations of the purchase price provide a reasonable basis for estimating the fair values of assets acquired and liabilities assumed. These provisional estimates may be adjusted upon the availability of further information regarding events or circumstances that existed at the acquisition date. Such adjustments may be significant. The fair value of consideration transferred in connection with the acquisition was $3.914 billion. As of June 30, 2025, the assets acquired and the liabilities assumed in this acquisition included developed technology intangible assets of $722 million, customer relationships intangible assets of $657 million and $636 million of other net assets, which are primarily inventory. The goodwill recorded from the excess of the purchase price over the fair value of the acquired net assets was $1.899 billion, which related to synergies expected to be gained from combining operations of the acquiree and acquirer, as well as revenue and cash flow projections associated with future innovative technologies expected to occur. The preliminary estimate of the goodwill that is expected to be deductible for tax purposes is approximately $1.1 billion.

The Company included Advanced Patient Monitoring in its consolidated results of operations beginning on September 3, 2024. The Company's unaudited pro forma *Revenues* for the three and nine months ended June 30, 2024, giving effect as if Advanced Patient Monitoring had been acquired as of October 1, 2022, were $5.236 billion and $15.489 billion, respectively. The calculation of pro forma *Net Income* for the three and nine months ended June 30, 2024 is not practicable because of complexities associated with its hypothetical calculation.

Note 10 – Business Restructuring Charges

The Company incurred restructuring costs during the nine months ended June 30, 2025, primarily in connection with the Company's simplification and other cost-saving initiatives, which were recorded within *Integration, restructuring and transaction expense*. These simplification and other cost-saving initiatives are focused on reducing complexity, optimizing the Company's supply chain efficiency, streamlining its global manufacturing footprint, enhancing product quality, refining customer experience, and improving cost efficiency across all of the Company's segments.

Restructuring liability activity for the nine months ended June 30, 2025 was as follows:

(Millions of dollars)	Employee Termination	Other (a)	Total
Balance at September 30, 2024	$ 58	$ 2	$ 60
Charged to expense	62	125	187
Cash payments	(59)	(99)	(158)
Non-cash settlements	—	(15)	(15)
Other adjustments	2	—	2
Balance at June 30, 2025	$ 63	$ 13	$ 76

(a) Primarily consists of non-employee-related costs associated with the execution of the Company's cost efficiency and restructuring programs, such as incremental project management costs and facility exit costs.

Note 11 – Intangible Assets

Intangible assets consisted of:

ons of dollars)	June 30, 2025 Gross Carrying Amount	June 30, 2025 Accumulated Amortization	June 30, 2025 Net Carrying Amount	September 30, 2024 Gross Carrying Amount	September 30, 2024 Accumulated Amortization	September 30, 2024 Net Carrying Amount
Amortized intangible assets						
Developed technology	$ 15,869	(8,941)	6,928	15,827	(8,094)	7,733
Customer relationships	5,522	(3,188)	2,334	5,513	(2,878)	2,635
Patents, trademarks and other	1,245	(735)	510	1,185	(682)	503
Amortized intangible assets	$ 22,636	(12,864)	9,771	22,525	(11,654)	10,871
Unamortized intangible assets						
quired in-process research and development	$ 14		$	44		
Trademarks	2			2		
Unamortized intangible assets	$ 16		$	46		

Intangible amortization expense was $397 million and $362 million for the three months ended June 30, 2025 and 2024, respectively, and $1.189 billion and $1.092 billion for the nine months ended June 30, 2025 and 2024, respectively.

The following is a reconciliation of goodwill by business segment:

(Millions of dollars)	Medical	Life Sciences	Interventional	Total
Goodwill as of September 30, 2024	$ 12,832	$ 904	$ 12,729	$ 26,465
Acquisitions (a)	—	4	—	4
Purchase price allocation adjustments	64	—	—	64
Currency translation	31	4	27	63
Goodwill as of June 30, 2025	$ 12,928	$ 913	$ 12,756	$ 26,597

(a) Represents goodwill recognized relative to a certain acquisition in the third quarter of fiscal year 2025, which was not material.

Note 12 – Derivative Instruments and Hedging Activities

The Company uses derivative instruments to mitigate certain exposures. The Company does not enter into derivative financial instruments for trading or speculative purposes. The effects these derivative instruments and hedged items had on the Company's balance sheets and the fair values of the derivatives outstanding at June 30, 2025 and September 30, 2024 were not material. The effects on the Company's financial performance and cash flows are provided below.

Foreign Currency Risks and Related Strategies

The Company has foreign currency exposures throughout Europe, Greater Asia, Canada and Latin America. Transactional currency exposures that arise from entering into transactions, generally on an intercompany basis, in non-hyperinflationary countries that are denominated in currencies other than the functional currency are mitigated primarily through the use of forward contracts.

In order to mitigate transactional foreign currency exposures resulting from anticipated intercompany purchases and sales denominated in a currency other than local functional currencies, the Company has hedged a portion of this currency risk with certain instruments such as foreign exchange forward and option contracts, which are designated as cash flow hedges.

In order to mitigate foreign currency exposure relating to its investments in certain foreign subsidiaries, the Company has hedged the currency risk associated with those investments with certain instruments, such as foreign currency-denominated debt and cross-currency swaps, which are designated as net investment hedges, as well as currency exchange contracts.

The notional amounts of the Company's foreign currency-related derivative instruments as of June 30, 2025 and September 30, 2024 were as follows:

(Millions of dollars)	Hedge Designation	June 30, 2025	September 30, 2024
Foreign exchange contracts (a)	Undesignated	$ 2,457	$ 4,521
Foreign exchange contracts (b)	Cash flow hedges	1,147	543
Foreign currency-denominated debt (c)	Net investment hedges	3,180	3,065
Cross-currency swaps (d)	Net investment hedges	1,022	1,366

(a) Represents hedges of transactional foreign exchange exposures resulting primarily from intercompany payables and receivables. Gains and losses on these instruments are recognized immediately in income. These gains and losses are largely offset by gains and losses on the underlying hedged items, as well as the hedging costs associated with the derivative instruments. Net amounts recognized in *Other expense, net*, during the three and nine months ended June 30, 2025 and 2024 were immaterial to the Company's consolidated financial results.

(b) Represents foreign exchange contracts related to anticipated intercompany purchases and sales, which generally have durations of less than eighteen months.

(c) Represents foreign currency-denominated long-term notes outstanding which were effective as economic hedges of net investments in certain of the Company's foreign subsidiaries.

(d) Represents cross-currency swaps, which were effective as economic hedges of net investments in certain of the Company's foreign subsidiaries.

Net gains or losses resulting from the change in fair value of the foreign exchange contracts designated as cash flow hedges are initially recorded within *Other comprehensive income (loss)* and reclassified into earnings upon the occurrence of the related underlying third-party transaction. If foreign exchange contracts designated as cash flow hedges are terminated prematurely as a result of the hedged transaction being probable of not occurring, the balance in *Accumulated other comprehensive income (loss)* attributable to those derivatives is immediately reclassified into *Revenues* or *Cost of products sold* (depending on whether the hedged item is an intercompany sale or purchase). Net after tax amounts recognized in *Other comprehensive income (loss),* as well as amounts reclassified from *Accumulated other comprehensive income (loss)* into earnings, relating to these cash flow hedges during the three and nine months ended June 30, 2025 were immaterial. No amounts relating to foreign exchange contracts designated as cash flow hedges were recognized in *Other comprehensive income (loss)* or reclassified from *Accumulated other comprehensive income (loss)* during the three and nine months ended June 30, 2024. The amounts expected to be reclassified from accumulated other comprehensive income into earnings within the next 12 months, are not material to the Company's consolidated financial results.

Net gains or losses relating to the net investment hedges, which are attributable to changes in the foreign currencies to U.S. dollar spot exchange rates, are recorded as foreign currency translation in *Other comprehensive income (loss), net of tax*. Upon the termination of a net investment hedge, any net gain or loss included in *Accumulated other comprehensive income (loss)* relative to the investment hedge remains until the foreign subsidiary investment is disposed of or is substantially liquidated.

Net (losses) gains recorded to *Accumulated other comprehensive income (loss)* relating to the Company's net investment hedges for the three and nine-month periods were as follows:

	Three Months Ended June 30,		Nine Months Ended June 30,	
(Millions of dollars)	2025	2024	2025	2024
Foreign currency-denominated debt	$ (166)	$ 24	$ (85)	$ (1)
Cross-currency swaps (a)	(57)	10	(10)	(24)

(a) Amounts include a loss, net of tax, of $18 million for the nine months ended June 30, 2025, and gains, net of tax, of $9 million, for the three and nine months ended June 30, 2024, recognized on terminated cross-currency swaps.

Interest Rate Risks and Related Strategies

The Company uses a mix of fixed and variable rate debt to manage its interest rate exposure, and periodically uses interest rate swaps to manage such exposures. Under these interest rate swaps, the Company exchanges, at specified intervals, the difference between fixed and floating interest amounts calculated by reference to an agreed-upon notional principal amount. These swaps are designated as either cash flow or fair value hedges.

Changes in the fair value of the interest rate swaps designated as cash flow hedges (i.e., hedging the exposure to variability in expected future cash flows that is attributable to a particular risk) are recorded in *Other comprehensive income (loss), net of tax*. If interest rate derivatives designated as cash flow hedges are terminated, the balance in *Accumulated other comprehensive income (loss)* attributable to those derivatives is reclassified into earnings, within *Interest expense*, over the remaining life of the hedged debt. Net after-tax gains (losses) recorded in *Other comprehensive income* relating to interest rate cash flow hedges during the nine months ended June 30, 2024 included a net after-tax gain of $67 million, that was realized upon the Company's termination of its forward starting interest rate swaps in the second quarter of fiscal year 2024.

For interest rate swaps designated as fair value hedges (i.e., hedges against the exposure to changes in the fair value of an asset or a liability or an identified portion thereof that is attributable to a particular risk), changes in the fair value of the interest rate swaps offset changes in the fair value of the fixed rate debt due to changes in market interest rates. Amounts recorded during the three and nine months ended June 30, 2025 and 2024 were immaterial to the Company's consolidated financial results.

The notional amounts of the Company's interest rate-related derivative instruments as of June 30, 2025 and September 30, 2024 were as follows:

(Millions of dollars)	Hedge Designation	June 30, 2025	September 30, 2024
Interest rate swaps (a)	Fair value hedges	$ 700	$ 700

(a) Represents fixed-to-floating interest rate swap agreements the Company entered into to convert the interest payments on certain long-term notes from the fixed rate to a floating interest rate based on secured overnight financing rates ("SOFR").

Other Risk Exposures

The Company purchases resins, which are oil-based components used in the manufacture of certain products. Significant increases in world oil prices that lead to increases in resin purchase costs could impact future operating results. From time to time, the Company has managed price risks associated with these commodity purchases through commodity derivative forward contracts. The Company's commodity derivative forward contracts at June 30, 2025 and September 30, 2024 were immaterial to the Company's consolidated financial results.

Note 13 – Financial Instruments and Fair Value Measurements

The following reconciles cash and equivalents and restricted cash reported within the Company's condensed consolidated balance sheets at June 30, 2025 and September 30, 2024 to the total of these amounts shown on the Company's condensed consolidated statements of cash flows:

(Millions of dollars)	June 30, 2025	September 30, 2024
Cash and equivalents	$ 735	$ 1,717
Restricted cash	62	139
Cash and equivalents and restricted cash	$ 798	$ 1,856

Cash equivalents consist of all highly liquid investments with a maturity of three months or less at time of purchase Restricted cash consists of cash restricted from withdrawal and usage except for certain product liability matters.

The fair values of the Company's financial instruments are as follows:

(Millions of dollars)	Basis of fair value measurement	June 30, 2025	September 30, 2024
Institutional money market accounts (a)	Level 1	$ —	$ 285
Current portion of long-term debt (b)	Level 2	1,269	1,748
Long-term debt (b)	Level 2	16,505	17,199

(a) These financial instruments are recorded within *Cash and equivalents* on the condensed consolidated balance sheets. The institutional money market accounts permit daily redemption. The fair values of these investments are based upon the quoted prices in active markets provided by the holding financial institutions.

(b) Long-term debt is recorded at amortized cost. The fair value of long-term debt is measured based upon quoted prices in active markets for similar instruments.

Short-term investments are held to their maturities and are carried at cost, which approximates fair value. The short-term investments primarily consist of time deposits with maturities greater than three months and less than one year. All other instruments measured by the Company at fair value, including derivatives, contingent consideration liabilities and available-for-sale debt securities, are immaterial to the Company's condensed consolidated balance sheets.

Nonrecurring Fair Value Measurements

In the first quarter of fiscal year 2025, the Company recorded a non-cash asset impairment charge of $30 million to *Research and development expense* to write down the carrying value of certain assets in the Life Sciences segment. In the third quarter of fiscal year 2024, the Company recorded a non-cash asset impairment charge of $42 million to *Integration, restructuring and transaction expense* to write down the carrying value of certain fixed assets. The amounts recognized were recorded to adjust the carrying amounts of assets to the assets' fair values, which were estimated, based upon a market participant's perspective, using Level 3 measurements, including values estimated using the income approach.

Transfers of Trade Receivables

Over the normal course of its business activities, the Company transfers certain trade receivable assets to third parties under factoring agreements. Per the terms of these agreements, the Company surrenders control over its trade receivables upon transfer. Accordingly, the Company accounts for the transfers as sales of trade receivables by recognizing an increase to *Cash and equivalents* and a decrease to *Trade receivables, net* when proceeds from the transactions are received. The costs incurred by the Company in connection with factoring activities were not material to its consolidated financial results. The amounts transferred and yet to be remitted under factoring arrangements are provided below.

	Three Months Ended June 30,		Nine Months Ended June 30,	
(Millions of dollars)	**2025**	**2024**	**2025**	**2024**
Trade receivables transferred to third parties under factoring arrangements	$ 413	$ 364	$ 1,141	$ 1,115

	June 30, 2025	September 30, 2024
Amounts yet to be collected and remitted to the third parties	$ 385	$ 254

Supplier Finance Programs

The Company has agreements where participating suppliers are provided the ability to receive early payment of the Company's obligations at a nominal discount through supplier finance programs entered into with third party financial institutions. The Company is not a party to these arrangements, and these programs do not impact the Company's obligations or affect the Company's payment terms, which generally range from 90 to 150 days. The agreements with the financial institutions do not require the Company to provide assets pledged as security or other forms of guarantees for the supplier finance programs. The Company had $211 million and $112 million of outstanding payables related to supplier finance programs as of June 30, 2025 and September 30, 2024, respectively, which were recorded within *Payables, accrued expenses and other current liabilities* on the Company's condensed consolidated balance sheets.

Note 14 – Income Taxes

Income Tax Expense

The Company's effective income tax rates were 18.3% and 2.6% for the three months ended June 30, 2025 and 2024, respectively, and were 13.6% and 12.5% for the nine months ended June 30, 2025 and 2024, respectively. The increase in the Company's effective tax rate for the three months ended June 30, 2025 primarily reflected an unfavorable tax impact from discrete items in the current-year period compared with a benefit recognized from discrete items recognized in the prior-year period.

Subsequent Event-New Legislation

On July 4, 2025, the One Big Beautiful Bill Act (the "OBBB Act") was enacted. The OBBB Act introduces amendments to U.S. tax laws, which will become effective on various dates from 2025 to 2027. The Company is assessing the implications of this new U.S. tax legislation but does not currently expect that it will materially impact the Company's consolidated financial results in fiscal year 2025.

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

The following commentary should be read in conjunction with the condensed consolidated financial statements and accompanying notes presented in this report. Within the tables presented throughout this discussion, certain columns may not add due to the use of rounded numbers for disclosure purposes. Percentages and earnings per share amounts presented are calculated from the underlying amounts. References to years throughout this discussion relate to our fiscal years, which end on September 30.

Company Overview

Becton, Dickinson and Company ("BD") is a global medical technology company engaged in the development, manufacture and sale of a broad range of medical supplies, devices, laboratory equipment and diagnostic products used by healthcare institutions, physicians, life science researchers, clinical laboratories, the pharmaceutical industry and the general public. The Company's organizational structure is based upon three principal business segments, BD Medical ("Medical"), BD Life Sciences ("Life Sciences") and BD Interventional ("Interventional").

BD's products are manufactured and sold worldwide. Our products are marketed in the United States and internationally through independent distribution channels and directly to end-users by BD and independent sales representatives. We organize our operations outside the United States as follows: EMEA (which includes Europe, the Middle East and Africa); Greater Asia (which includes countries in Greater China, Japan, South Asia, Southeast Asia, Korea, Australia and New Zealand); Latin America (which includes Mexico, Central America, the Caribbean and South America); and Canada. We continue to pursue growth opportunities in emerging markets, which include the following geographic regions: Eastern Europe, the Middle East and Africa (collectively referred to below as "EMA"), as well as Latin America and certain countries within Greater Asia.

Proposed Combination of Our Biosciences and Diagnostic Solutions Business with Waters

On July 13, 2025, we entered into a definitive agreement to combine our Biosciences and Diagnostic Solutions business with Waters Corporation ("Waters") in a transaction that is expected to create an innovative life science and diagnostics leader with pioneering technologies. Additional disclosures regarding the agreement are provided in Note 1 in the Notes to Condensed Consolidated Financial Statements.

Key Trends and Uncertainties Affecting Results of Operations

Our BD 2025 strategy for growth is anchored in three pillars: grow, simplify and empower. As we continue to execute this strategy, we have invested in research and development, strategic tuck-in acquisitions, geographic expansion, and new product programs to drive further revenue and profit growth. Our ability to sustain our long-term growth will depend on a number of factors, including our ability to expand our core business, and develop innovative new products, as well as continue to improve operating efficiency and organizational effectiveness. Our operations, supply chain, suppliers and customers are exposed to various global macroeconomic factors and other risks which we continually evaluate to assess their potential impact to our operations and financial results.

We have been experiencing, and may continue to experience, some adverse impact to our results of operations due to market dynamics in China, such as volume-based procurement programs ("VoBP") and the government's focus to improve compliance of healthcare practitioners. Also, reductions or delays in governmental research funding has caused customers for certain of our instruments to delay or forgo purchases of these products. Higher interest rates could also reduce the demand for capital purchases. Additionally, the future demand for our products and services could be impacted by deterioration in healthcare systems' budgets and/or staffing levels.

Additionally, we have experienced, and may continue to experience, temporary shortages in supply of certain materials or components that are used in our products. The stable flow of global transport is critical to our operations and as such, events affecting the flow of logistics around the globe may adversely impact our supply chain and distribution channels. In general, major disruptions in the sourcing, manufacturing and distribution of our products could adversely impact our results of operations. Also, tariffs, sanctions or other trade barriers imposed by the United States, or against the United States from countries in which we do business, could adversely impact our supply chain costs, results of operations and our financial condition. Based upon the latest published tariffs that are currently in effect, we expect an estimated impact of $90 million from tariffs to our fiscal year 2025 operating expense, primarily relating to any products (or components) imported from countries across our global supply chain which have no exemption opportunities. We continue to monitor international trade policy-related developments to assess their potential impacts to our operations. The ultimate impact of any existing or new tariffs or other changes in international trade policies is subject to a number of factors including, but not limited to, the duration of such tariffs, changes in tariff rates, the amount, scope and nature of the tariffs, any countermeasures that target countries may take, or any mitigating actions that may become available. While sourcing optimization and tariff exemptions for qualifying products

are key aspects of our mitigation strategy, the timing of such or the ultimate results we will realize from these efforts are uncertain.

For additional information on risk factors that may impact our business, results of operations, financial condition and cash flows, see Part II, Item 1A. Risk Factors of this Quarterly Report on Form 10-Q, Part II, Item 1A. Risk Factors in our Quarterly Reports on Form 10-Q for the periods ended December 31, 2024 and March 31, 2025, and Part I, Item 1A. Risk Factors of our 2024 Annual Report on Form 10-K (the "2024 Annual Report").

Overview of Financial Results and Financial Condition

For the three months ended June 30, 2025, worldwide revenues of $5.509 billion increased 10.4% from the prior-year period. This increase reflected the following impacts:

	Increase (decrease) in current-period revenues
Volume/other (a)	3.5%
Pricing	(0.5)%
Foreign currency impact	0.5%
Acquisition of Advanced Patient Monitoring	5.5%
Other (b)	1.4%
Increase in revenues from the prior-year period	10.4%

(a) Volume/other includes revenues attributable to products, services and licensing.

(b) Represents the impact of accruals recognized in the third quarter of fiscal year 2024 relating to the Italian government medical device pay back legislation, as well as another legal matter, and which substantially relate to years prior to fiscal year 2024.

Cash flows from continuing operating activities were $2.076 billion in the first nine months of fiscal year 2025. At June 30, 2025, we had $820 million in cash and equivalents and short-term investments, including restricted cash. We continued to return value to our shareholders in the form of dividends. During the first nine months of fiscal year 2025, we paid cash dividends to common shareholders of $899 million.

Each reporting period and given our worldwide operations, we face exposure to our results of operations from changes in foreign currencies. We calculate translational foreign currency impacts by converting our current-period local currency financial results using the prior-period foreign currency exchange rates and comparing these adjusted amounts to our current-period results, which allows us to compare results between periods as if exchange rates had remained constant period-over-period. The third quarter fiscal year 2025 impact of foreign currency on our revenues, which is primarily translational, is provided above. The translational impact on our earnings is provided further below. We evaluate our results of operations on both a reported and a foreign currency-neutral basis. As exchange rates are an important factor in understanding period-to-period comparisons, we believe the presentation of results on a foreign currency-neutral basis, excluding translational foreign currency impacts, in addition to reported results helps improve investors' ability to understand our operating results and evaluate our performance in comparison to prior periods. We use results on a foreign currency-neutral basis as one measure to evaluate our performance. These results should be considered in addition to, not as a substitute for, results reported in accordance with U.S. generally accepted accounting principles ("GAAP"). Results on a foreign currency-neutral basis, as we present them, may not be comparable to similarly titled measures used by other companies and are not measures of performance presented in accordance with U.S. GAAP.

Results of Operations

Medical Segment

The following summarizes third quarter Medical revenues by organizational unit:

	Three months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Medication Delivery Solutions	$ 1,132	$ 1,123	0.8 %	0.1 %	0.7 %
Medication Management Solutions	888	840	5.7 %	0.4 %	5.3 %
Pharmaceutical Systems	629	594	5.8 %	1.0 %	4.8 %
Advanced Patient Monitoring	278	—	NM	NM	NM
Total Medical Revenues	$ 2,927	$ 2,558	14.4 %	0.4 %	14.0 %

"NM" denotes that the percentage change is not meaningful.

The Medical segment's revenue growth in the third quarter of 2025 primarily reflected the following:

- Volume growth attributable to the Medication Delivery Solutions unit's Vascular Access Management portfolio and hypodermic products, partially offset by an expected VoBP impact in China.
- Growth in the Medication Management Solutions unit driven by continued strength in sales of infusion systems and solid growth in sales of dispensing solutions.
- Growth in the Pharmaceutical Systems unit due to sustained double-digit growth of prefillable solutions in the biologic drug category, partially offset by lower market demand for other product categories.
- Overall Medical segment revenue growth also reflected sales in the Advanced Patient Monitoring unit, which we acquired during the fourth quarter of fiscal year 2024.

Medical segment total revenues for the nine-month periods were as follows:

	Nine months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Total Medical Revenues	$ 8,302	$ 7,237	14.7 %	(0.3) %	15.0 %

Medical segment income for the three and nine-month periods is provided below.

	Three months ended June 30,		Nine months ended June 30,	
(Millions of dollars)	2025	2024	2025	2024
Medical segment income	$ 880	$ 753	$ 1,922	$ 1,950
Segment income as % of Medical revenues	*30.0 %*	*29.4 %*	*23.2 %*	*26.9 %*

The Medical segment's operating income as a percentage of revenues in the third quarter of 2025 compared with the third quarter of 2024 reflected the following:

- Higher gross profit margin in the third quarter of 2025 compared with the third quarter of 2024 primarily reflected lower manufacturing costs, which resulted from continuous improvement projects and other productivity initiatives and favorable product mix which was attributable to the Advanced Patient Monitoring unit's products.
- Higher selling and administrative expense as a percentage of revenues in the third quarter of 2025 compared with the third quarter of 2024 primarily reflected costs attributable to the Advanced Patient Monitoring unit.
- Research and development expense as a percentage of revenues in the third quarter of 2025 was flat compared with the third quarter of 2024 which primarily reflected costs attributable to the Advanced Patient Monitoring unit, offset by the timing of project spending.

Life Sciences Segment

The following summarizes third quarter Life Sciences revenues by organizational unit:

	Three months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Specimen Management (a)	470	467	0.7 %	0.1 %	0.6 %
Diagnostic Solutions (a)	425	429	(1.0)%	0.8 %	(1.8)%
Biosciences	358	363	(1.3)%	1.0 %	(2.3)%
Total Life Sciences Revenues	$ 1,254	$ 1,260	(0.5)%	0.6 %	(1.1)%

(a) During the first quarter of fiscal year 2025, Life Sciences split its former Integrated Diagnostic Solutions organizational unit into two units to better align BD resources with the distinct needs of each business.

The Life Sciences segment's revenues in the third quarter of 2025 primarily reflected the following:

- Growth in the Specimen Management unit's BD Vacutainer™ portfolio, partially offset by a decline in China.
- A decline in the Diagnostic Solutions unit driven by lower sales of point-of-care products, as well as by lower sales of BD BACTEC™ blood culture products as customer utilization continues to improve following the resolution of a supply disruption, partially offset by continued double-digit growth in sales of BD MAX™ IVD.
- A decline in the Biosciences unit due to continued market dynamics impacting sales of instruments, partially offset by solid growth in reagent sales and strong sales of the recently launched BD FACSDiscover™ A8 Cell Analyzer.

Life Sciences segment total revenues for the nine-month periods were as follows:

	Nine months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Total Life Sciences Revenues	$ 3,798	$ 3,852	(1.4)%	(0.4) %	(1.0)%

Life Sciences segment income for the three and nine-month periods is provided below.

	Three months ended June 30,		Nine months ended June 30,	
(Millions of dollars)	2025	2024	2025	2024
Life Sciences segment income	$ 391	$ 387	$ 1,152	$ 1,174
Segment income as % of Life Sciences revenues	*31.2 %*	*30.7 %*	*30.3 %*	*30.5 %*

The Life Sciences segment's operating income as a percentage of revenues in the third quarter of 2025 compared with the third quarter of 2024 primarily reflected the following:

- Gross profit margin in the third quarter of 2025 was higher compared with the third quarter of 2024, which primarily reflected lower manufacturing costs resulting from continuous improvement projects and other productivity initiatives, partially offset by unfavorable impacts from higher labor costs, product mix and foreign currency.
- Selling and administrative expense as a percentage of revenues in the third quarter of 2025 was higher compared with the third quarter of 2024 which primarily reflected higher general and administrative costs in the current-year period.
- Lower research and development expense as a percentage of revenues in the third quarter of 2025 compared with the third quarter of 2024, which primarily reflected the timing of project spending.

Interventional Segment

The following summarizes third quarter Interventional revenues by organizational unit:

	Three months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Surgery	$ 395	$ 376	4.9 %	0.3 %	4.6 %
Peripheral Intervention	512	488	4.8 %	0.3 %	4.5 %
Urology and Critical Care	422	375	12.5 %	0.4 %	12.1 %
Total Interventional Revenues	$ 1,328	$ 1,240	7.2 %	0.4 %	6.8 %

The Interventional segment's revenue growth in the third quarter of 2025 primarily reflected the following:

- Strong growth in sales of the Surgery unit's advanced tissue regeneration portfolio, as well as the unit's infection prevention and biosurgery products, partially offset by lower U.S. sales of legacy hernia products.
- Strong growth in the Peripheral Intervention unit's peripheral vascular disease portfolio that was particularly driven by sales of the unit's Rotarex™ Atherectomy System.
- Continued double-digit growth in sales of the Urology and Critical Care unit's PureWick™ offerings.

Interventional segment total revenues for the nine-month periods were as follows:

	Nine months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Total Interventional Revenues	$ 3,849	$ 3,720	3.5 %	(0.2) %	3.7 %

Interventional segment income for the three and nine-month periods is provided below.

	Three months ended June 30,		Nine months ended June 30,	
(Millions of dollars)	2025	2024	2025	2024
Interventional segment income	$ 376	$ 365	$ 1,155	$ 1,044
Segment income as % of Interventional revenues	*28.3 %*	*29.5 %*	30.0 %	28.1 %

The Interventional segment's operating income as a percentage of revenues in the third quarter of 2025 compared with the third quarter of 2024 reflected the following:

- Gross profit margin in the third quarter of 2025 was flat compared with the third quarter of 2024, which primarily reflected unfavorable impacts from higher labor and raw material costs, pricing and foreign currency, offset by favorable manufacturing variances that resulted from continuous improvement projects and other productivity initiatives.
- Higher selling and administrative expense as percentages of revenues in the third quarter of 2025 compared with the third quarter of 2024 primarily reflected higher general and administrative costs.
- Research and development expense as a percentage of revenues in the third quarter of 2025 was flat compared with the third quarter of 2024, which primarily reflected the timing of project spending.

Geographic Revenues

BD's worldwide third quarter revenues by geography were as follows:

	Three months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
United States	$ 3,181	$ 2,891	10.0 %	— %	10.0 %
International	2,328	2,098	11.0 %	1.2 %	9.8 %
Total Revenues	$ 5,509	$ 4,990	10.4 %	0.5 %	9.9 %

U.S. revenue growth in the third quarter of 2025 was largely driven by the acquired Advanced Patient Monitoring unit's sales. U.S. revenue growth also reflected strong sales in the Medical segment's Medication Management Solutions and Pharmaceutical Systems units, as well as in the Interventional segment's Surgery and Urology and Critical Care units. U.S. revenue growth in the third quarter of 2025 was partially offset by a decline in the Life Sciences segment's Diagnostic Solutions unit, as further discussed above.

International revenue growth in the third quarter of 2025 was largely driven by the acquired Advanced Patient Monitoring unit's sales. International revenue growth was also driven by sales in the Medical segment's Medication Management Solutions and Pharmaceutical Systems units, as well as in the Interventional segment's Peripheral Intervention and Urology and Critical Care units. International revenue growth also reflected a favorable comparison to the prior-period, which was unfavorably impacted by $62 million of accruals related to the Italian government medical device pay back legislation, as further discussed above. International revenue growth in the third quarter of 2025 was partially offset by a decline in the Life Sciences segment's Biosciences unit, as further discussed above. Current-period revenues in emerging markets primarily reflected strong sales in EMA, certain countries within Greater Asia, and Latin America.

	Three months ended June 30,				
(Millions of dollars)	2025	2024	Total Change	Estimated FX Impact	FXN Change
Emerging markets	$ 811	$ 753	7.8 %	(1.7) %	9.5 %

Specified Items

Reflected in the financial results for the three and nine-month periods of fiscal years 2025 and 2024 were the following specified items:

	Three months ended June 30,		Nine months ended June 30,	
(Millions of dollars)	2025	2024	2025	2024
Restructuring costs (a)	$ 58	$ 95	$ 187	$ 262
Integration costs (a)	37	7	87	17
Transaction costs (b)	1	10	5	9
Financing costs (b)	—	(2)	—	(2)
Separation-related items (c)	31	1	41	7
Purchase accounting adjustments (d)	385	352	1,506	1,076
European regulatory initiative-related costs (e)	—	25	—	72
Product, litigation, and other items (f)	56	174	297	169
Total specified items	569	663	2,123	1,610
Less: tax impact of specified items and other tax related	86	133	290	197
After-tax impact of specified items	$ 483	$ 529	$ 1,833	$ 1,413

(a) Represents amounts associated with restructuring and integration activities, which are recorded in *Integration, restructuring and transaction expense* and are further discussed below.

(b) Represents transaction costs and financing impacts incurred with the Advanced Patient Monitoring acquisition. The transaction costs are recorded in *Integration, restructuring and transaction expense* and the financing impacts are recorded in *Interest income* and *Interest expense*.

(c) Represents costs recorded to *Other operating expense, net* and incurred in connection with the proposed combination of our Biosciences and Diagnostic Solutions business with Waters, as well as with the fiscal year 2022 separation of BD's former Diabetes Care business.

(d) Includes amortization and other adjustments related to the purchase accounting for acquisitions. BD's amortization expense is recorded in *Cost of products sold.* The amount in the nine-month period of 2025 also includes $336 million recorded due to a fair value step-up adjustment relating to Advanced Patient Monitoring's inventory on the acquisition date.

(e) Represents costs incurred to develop processes and systems to establish initial compliance with the European Union Medical Device Regulation and the European Union In Vitro Diagnostic Medical Device Regulation, which represent a significant, unusual change to the existing regulatory framework. We consider these costs to be duplicative of previously incurred costs and/or one-off costs, which are limited to a specific period of time. These expenses, which are recorded in *Cost of products sold* and *Research and development expense*, include the cost of labor, other services and consulting (in particular, research and development and clinical trials) and supplies, travel and other miscellaneous costs.

(f) Includes certain (income) expense items which are not part of ordinary operations and affect the comparability of the periods presented. Such items may include certain product remediation costs, certain legal matters, certain investment gains and losses, certain asset impairment charges, and certain pension settlement costs. The amounts in the three and nine-month periods of 2025 included charges of $30 million related to pension settlement costs recorded to *Other expense, net,* as further discussed in Note 8 in the Notes to Condensed Consolidated Financial Statements. The amount in the nine-month period of 2025 also included charges of approximately $64 million which were recorded to *Other operating expense, net,* and related to various legal matters. Additional disclosures regarding our legal matters are provided in Note 5 in the Notes to Condensed Consolidated Financial Statements. The amount in the nine-month period of 2025 also included charges within *Cost of products sold* of $98 million to adjust future costs estimated for product remediation efforts and a non-cash $30 million charge recorded within *Research and development expense* to write down certain assets in the Life Sciences segment. The amounts in the three and nine-month periods of 2024 were primarily recorded to *Revenues* and *Other operating expense, net*, and largely related to legislative and legal matters, as further discussed above, as well as in Notes 5 and 7 in the Notes to Condensed Consolidated Financial Statements.

Gross Profit Margin

The comparison of gross profit margin for the three and nine-month periods of fiscal years 2025 and 2024 reflected the following impacts:

	Three-month period	Nine-month period
June 30, 2024 gross profit margin %	46.2 %	45.0 %
Impact of purchase accounting adjustments and other specified items	1.1 %	(2.4)%
Operating performance	0.9 %	2.2 %
Foreign currency impact	(0.4)%	(0.1)%
June 30, 2025 gross profit margin %	47.8 %	44.7 %

The favorable impact on gross margin for the three-month period of 2025 from specified items reflected a favorable comparison to specified items recorded in the prior-year period, which included $67 million of accruals relating to the Italian government medical device pay back legislation, as well as another legal matter, as further discussed above and in Note 5 in the Notes to Condensed Consolidated Financial Statements. The unfavorable impact on gross margin for the nine-month period of 2025 from specified items reflects amortization of intangibles attributable to the Advanced Patient Monitoring acquisition and an impact of $336 million resulting from a fair value step-up adjustment relating to Advanced Patient Monitoring's inventory on the acquisition date. The impact from specified items in the nine-month period of 2025 also included charges of $98 million recorded in the Medical segment to adjust the estimate of future product remediation costs, as further discussed in Note 5 in the Notes to Condensed Consolidated Financial Statements.

Operating performance in the three and nine-month periods of 2025 compared with the prior-year periods primarily reflected lower manufacturing costs resulting from our ongoing continuous improvement projects and other productivity initiatives, partially offset by higher labor costs.

Operating Expenses

A summary of operating expenses for the three and nine-month periods of fiscal years 2025 and 2024 is as follows:

	Three months ended June 30,		Increase (decrease) in basis points	Nine months ended June 30,		Increase (decrease) in basis points
(Millions of dollars)	**2025**	**2024**		**2025**	**2024**	
Selling and administrative expense	$ 1,320	$ 1,196		$ 3,912	$ 3,601	
% of revenues	*24.0 %*	*24.0 %*	*—*	*24.5 %*	*24.4 %*	*10*
Research and development expense	$ 297	$ 299		$ 943	$ 888	
% of revenues	*5.4 %*	*6.0 %*	*(60)*	*5.9 %*	*6.0 %*	*(10)*
Integration, restructuring and transaction expense	$ 97	$ 112		$ 279	$ 288	
Other operating expense, net	$ 38	$ 98		$ 111	$ 86	

Selling and administrative expense

Selling and administrative expense as a percentage of revenues in the three and nine-month periods of 2025 was flat compared with the prior-year periods, which primarily reflected higher revenues, offset by higher selling costs in the current-year periods.

Research and development expense

Lower research and development expense as a percentage of revenues in the three-month period of 2025 primarily reflected the timing of project spending. Research and development expense as a percentage of revenues in the nine-month period of 2025 was flat compared with the prior-year period, which primarily reflected the timing of project spending, largely offset by a $30 million write-down of certain assets in the Life Sciences segment in the current-year period.

Integration, restructuring and transaction expense

The amounts in the three and nine-month periods of 2025 and 2024 included restructuring costs related to simplification and other cost-saving initiatives. The amounts in the three and nine-month periods of 2025 additionally included integration, restructuring and transaction costs relating to our acquisition of the Advanced Patient Monitoring unit. The amounts in the three and nine-month periods of 2024 also included transaction costs, such as legal, advisory and other costs, relating to our acquisition of the Advanced Patient Monitoring unit. For further disclosures regarding restructuring costs, refer to Note 10 in the Notes to Condensed Consolidated Financial Statements.

Other operating expense, net

The amount in the three-month period of 2025 primarily represented costs incurred in connection with the proposed combination of our Biosciences and Diagnostic Solutions business with Waters. The amount in the nine-month period of 2025 also included charges relating to legal matters. The amounts in the three and nine-month periods of 2024 largely represented charges relating to legal matters, including a $50 million charge to accrue an estimated liability for the SEC investigation as further discussed in Note 5 in the Notes to Condensed Consolidated Financial Statements.

Nonoperating Income

Net interest expense

The components for the three and nine-month periods of fiscal years 2025 and 2024 were as follows:

	Three months ended June 30,		Nine months ended June 30,	
(Millions of dollars)	**2025**	**2024**	**2025**	**2024**
Interest expense	$ (152)	$ (137)	$ (458)	$ (373)
Interest income	5	48	33	108
Net interest expense	$ (147)	$ (89)	$ (425)	$ (265)

Higher interest expense for the three and nine-month periods of fiscal year 2025 compared with the prior-year periods primarily reflected higher overall interest rates on debt outstanding during the current year.

Lower interest income for the three and nine-month periods of fiscal year 2025 compared with the prior-year periods primarily reflected lower levels of cash on hand and lower overall interest rates.

Income Taxes

The income tax rates for the three and nine-month periods of fiscal years 2025 and 2024 are provided below.

	Three months ended June 30,		Nine months ended June 30,	
	2025	2024	2025	2024
Effective income tax rate	*18.3 %*	*2.6 %*	*13.6 %*	*12.5 %*
Impact, in basis points, from specified items	*140*	*(1,000)*	*—*	*10*

The effective income tax rate for the three-month period of fiscal year 2025 compared with the prior-year period primarily reflected an unfavorable tax impact from discrete items in the current-year period, compared with a benefit recognized from discrete items in the prior-year period. The effective income tax rate for the nine-month period of fiscal year 2025 compared with the prior-year period primarily reflected a current-period tax impact from discrete items that was less favorable, compared with the benefit associated with discrete items recognized in the prior-year period. Additional disclosures regarding our effective income tax rates are provided in Note 14 in the Notes to Condensed Consolidated Financial Statements

Net Income and Diluted Earnings per Share

Net income and diluted earnings per share for the three and nine-month periods of fiscal years 2025 and 2024 were as follows:

	Three months ended June 30,		Nine months ended June 30,	
	2025	2024	2025	2024
Net Income (Millions of dollars)	$ 574	$ 487	$ 1,185	$ 1,305
Diluted Earnings per Share	$ 2.00	$ 1.68	$ 4.10	$ 4.49
Unfavorable impact-specified items	$ (1.68)	$ (1.82)	$ (6.35)	$ (4.85)
Favorable (unfavorable) impact-foreign currency translation	$ 0.02		$ (0.02)	

Liquidity and Capital Resources

The following table summarizes our condensed consolidated statements of cash flows:

	Nine months ended June 30,	
(Millions of dollars)	2025	2024
Net cash provided by (used for):		
Operating activities	$ 2,076	$ 2,666
Investing activities	$ (324)	$ (1,577)
Financing activities	$ (2,808)	$ 1,963

Net Cash Flows from Operating Activities

Cash flows from operating activities in the first nine months of fiscal year 2025 were largely driven by our net income, adjusted by a change in operating assets and liabilities that was a net use of cash. This net use of cash primarily reflected higher levels of inventory, as well as lower levels of accounts payable and accrued expenses, partially offset by lower levels of trade receivables. The decrease in accounts payable and accrued expenses included our payment of $175 million relating to the SEC investigation as further discussed in Note 5 in the Notes to Condensed Consolidated Financial Statements.

Cash flows from operating activities in the first nine months of fiscal year 2024 were largely driven by our net income, adjusted by a change in operating assets and liabilities that was a net use of cash. This net use of cash primarily reflected lower levels of

accounts payable and accrued expenses, partially offset by lower levels of prepaid expenses. Cash flows from operating activities in 2024 additionally reflected a discretionary cash contribution of $150 million to fund our pension obligation.

Net Cash Flows from Investing Activities

Our investments in capital expenditures are focused on projects that enhance our cost structure and manufacturing capabilities, as well as support our BD 2025 strategy for growth and simplification. Cash flows from investing activities in the first nine months of fiscal year 2025 included capital expenditure-related outflows of $408 million, compared with $429 million in the prior-year period. Current-period cash flows from investing activities also included a $408 million inflow attributable to the maturity of time deposits, compared with a $830 million outflow in the prior-year period attributable to net purchases of investments, primarily in time deposits.

Net Cash Flows from Financing Activities

Net cash flows from financing activities in the first nine months of fiscal years 2025 and 2024 included the following significant cash flows:

	Nine months ended June 30,	
(Millions of dollars)	**2025**	**2024**
Cash inflow (outflow)		
Change in short-term debt	$ 133	$ —
Proceeds from long-term debt	$ —	$ 4,517
Payments of debt	$ (1,209)	$ (1,142)
Repurchases of common stock	$ (750)	$ (500)
Dividends paid	$ (899)	$ (825)

Certain measures relating to our total debt were as follows:

(Millions of dollars)	**June 30, 2025**	**September 30, 2024**
Total debt	$ 19,341	$ 20,110
Weighted average cost of total debt	3.3 %	3.4 %
Total debt as a percentage of total capital*	42.7 %	42.9 %

* Represents shareholders' equity, net non-current deferred income tax liabilities, and debt.

Cash and Short-Term Investments

At June 30, 2025, total worldwide cash and equivalents and short-term investments, including restricted cash, were approximately $820 million and were primarily held outside of the United States. We regularly review the amount of cash and short-term investments held outside of the United States and our historical foreign earnings are used to fund foreign investments or meet foreign working capital and property, plant and equipment expenditure needs. To fund cash needs in the United States, we rely on ongoing cash flow from U.S. operations, access to capital markets and remittances from foreign subsidiaries of earnings that are not considered to be permanently reinvested.

Financing Facilities

We have a senior unsecured revolving credit facility in place which will expire in September 2027. The credit facility provides borrowings of up to $2.750 billion, with separate sub-limits of $100 million and $194 million for letters of credit and swingline loans, respectively. The expiration date of the credit facility may be extended for up to one additional one-year period, subject to certain restrictions (including the consent of the lenders). The credit facility provides that we may, subject to additional commitments by lenders, request an additional $500 million of financing, for a maximum aggregate commitment under the credit facility of up to $3.250 billion. Proceeds from this facility may be used for general corporate purposes and Becton Dickinson Euro Finance S.à r.l., an indirect, wholly-owned finance subsidiary of BD, is authorized as an additional borrower under the credit facility. There were no borrowings outstanding under the revolving credit facility at June 30, 2025.

The agreement for our revolving credit facility contains the following financial covenants. We were in compliance with these covenants, as applicable, as of June 30, 2025.

- We are required to have a leverage coverage ratio of no more than:

- 4.25-to-1 as of the last day of each fiscal quarter following the closing of the credit facility; or
- 4.75-to-1 for the four full fiscal quarters following the consummation of a material acquisition.

We may access commercial paper programs over the normal course of our business activities. Our U.S. and multicurrency euro commercial paper programs provide for a maximum amount of unsecured borrowings under the two programs, in aggregate, of $2.750 billion. Proceeds from these programs may be used for working capital purposes and general corporate purposes, which may include acquisitions, share repurchases and repayments of debt. We had $533 million of commercial paper borrowings outstanding as of June 30, 2025. We have additional informal lines of credit outside the United States. Also, over the normal course of our business activities, we transfer certain trade receivable assets to third parties under factoring agreements. Additional disclosures regarding sales of trade receivable assets are provided in Note 13 in the Notes to Condensed Consolidated Financial Statements.

Access to Capital and Credit Ratings

Our corporate credit ratings with Standard & Poor's Ratings Services ("S&P"), Moody's Investors Service ("Moody's) and Fitch Ratings ("Fitch") at June 30, 2025 were unchanged compared with our ratings at September 30, 2024.

Lower corporate debt ratings and downgrades of our corporate credit ratings or other credit ratings may increase our cost of borrowing. We believe that given our debt ratings, our financial management policies, our ability to generate cash flow and the non-cyclical, geographically diversified nature of our businesses, we would have access to additional short-term and long-term capital should the need arise. A rating reflects only the view of a rating agency and is not a recommendation to buy, sell or hold securities. Ratings can be revised upward or downward at any time by a rating agency if such rating agency decides that circumstances warrant such a change.

Concentrations of Credit Risk

We continually evaluate our accounts receivables for potential credit losses, particularly those resulting from sales to government-owned or government-supported healthcare facilities in certain countries, as payment may be dependent upon the financial stability and creditworthiness of those countries' national economies. In addition to continually evaluating all governmental receivables for potential credit losses based upon historical loss experiences, we also evaluate such receivables based upon the availability of government funding and reimbursement practices. We believe the current reserves related to all governmental receivables are adequate and that these receivables will not have a material adverse impact on our financial position or liquidity.

To date, we have not experienced a significant increased risk of credit losses in general as a result of current macroeconomic conditions. No assurances can be given that the risk of credit losses will not increase in the future given the uncertainty around the duration of the current macroeconomic challenges and pressures.

Other Matters

Critical Accounting Policies

There were no changes to our critical accounting policies from those disclosed in our 2024 Annual Report.

Regulatory Matters

Consent Decree with FDA

Our U.S. infusion pump organizational unit is operating under an amended consent decree originally entered into by Cardinal Health 303, Inc. with the FDA in 2007 related to its Alaris™ infusion pumps. In 2009, the decree was amended (the "Consent Decree") to include all infusion pumps manufactured by or for CareFusion 303, Inc., which was acquired by BD in 2015. CareFusion 303, Inc. remains the manufacturer of BD Alaris™ infusion pumps. The Consent Decree is specific to infusion pumps and does not apply to intravenous administration sets, accessories, or other products.

Following an inspection that began in March 2020 of our Medication Management Systems' Infusion quality management system operating out of the site in San Diego, California (CareFusion 303, Inc.), the FDA issued a Form 483 Notice (the "2020 Form 483 Notice") that contained a number of observations regarding the quality system's compliance with FDA's Quality System, reporting of corrections and removals, and MDR regulations. In December 2021, the FDA issued to CareFusion 303, Inc. a letter of non-compliance with respect to the Consent Decree (the "Non-Compliance Letter") stating that, among other things, it had determined that certain of the corrective actions to address the 2020 Form 483 Notice appeared to be adequate, some were still in progress such that adequacy could not be determined yet, and certain others were not adequate (e.g., complaint handling and corrective and preventive actions, design verification and medical device reporting). Per the terms of the Non-Compliance Letter, CareFusion 303, Inc. provided the FDA with a proposed comprehensive corrective action plan ("CAP") and has retained an independent expert to conduct periodic audits of the quality management system operating at the

CareFusion 303, Inc. infusion pump facilities through 2025. CareFusion 303, Inc. has and will continue to update its CAP to address any observations that may arise during the course of these audits.

In addition, CareFusion 303, Inc. received an additional Form 483 Notice in May 2024 following an FDA inspection ("2024 Form 483 Notice") that contained observations related to the site's compliance with the FDA's quality system regulation ("QSR") for its Infusion quality management system (covered by the Consent Decree) and QSR and MDR regulation for its separate Dispensing quality management system (which is not subject of the Consent Decree). On November 22, 2024, BD received a Warning Letter from the FDA, which is limited to CareFusion 303, Inc.'s Dispensing quality management system and BD Pyxis™ products ("Dispensing Warning Letter"). See "— FDA Warning Letters" below for further information.

The FDA's review of our responses to the observations specific to the Infusion quality management system in the 2024 Form 483 Notice and the CAP is ongoing, and no assurances can be given regarding further action by the FDA as a result of the observations, including but not limited to action pursuant to the Consent Decree, or that corrective actions proposed by CareFusion 303, Inc. will be adequate to address these observations. Additionally, we cannot currently predict the amount of additional monetary investment that will be incurred to resolve this matter or the matter's ultimate impact on our business.

The Consent Decree authorizes the FDA, in the event of any violations in the future, to order us to cease manufacturing and distributing infusion pumps, recall products and take other actions. We may be required to pay damages of $15,000 per day per violation if we fail to comply with any provision of the Consent Decree, up to $15 million per year.

We may be obligated to pay more costs in the future because, among other things, the FDA may determine that we are not fully compliant with the Consent Decree and Non-Compliance Letter and therefore impose penalties under the Consent Decree, and/or we may also be subject to future proceedings and litigation relating to the matters addressed in the Consent Decree, including, but not limited to, additional fines, penalties, other monetary remedies, and expansion of the terms of the Consent Decree. As of June 30, 2025, we do not believe that a loss is probable in connection with the Consent Decree, and accordingly, we have no accruals associated with compliance with the Consent Decree.

As previously disclosed, on July 21, 2023, BD received 510(k) clearance from the FDA for its updated BD Alaris™ Infusion System, which enabled both remediation and a return to market for the BD Alaris™ Infusion System. This clearance covers updated hardware features for Point-of-Care Unit ("PCU"), large volume pumps, syringe pumps, patient-controlled analgesia ("PCA") pumps, respiratory monitoring and auto-identification modules. It also covers a new BD Alaris™ Infusion System software version with enhanced cybersecurity, along with interoperability features that enable smart, connected care with electronic medical record systems. To address open recalls and ensure devices at customer sites are running a recent, cleared version of the BD Alaris™ Infusion System Software, BD Alaris™ Infusion System devices in the U.S. market are being remediated or replaced with the updated 510(k) cleared version over the next several years.

FDA Warning Letters

On January 11, 2018, BD received a Warning Letter from the FDA with respect to our former BD Preanalytical Systems ("PAS") unit, citing certain alleged violations of quality system regulations and of law. BD has worked closely with the FDA and implemented corrective actions to address the quality management system concerns identified in the Warning Letter. In March 2020, the FDA conducted a subsequent inspection of PAS which it classified as Voluntary Action Indicated, which means the FDA will not take or recommend any administrative or regulatory action as a result of the unit's response to the observations associated with the quality management concerns in the inspection. Additionally, in December 2022, the FDA conducted a subsequent inspection of PAS (now Specimen Management) with no observations. BD continues to work with the FDA to generate additional clinical evidence and file 510(k)s as remaining commitments associated with the Warning Letter. As of June 30, 2025, BD has received eight FDA clearances. The FDA review of these remaining commitments is ongoing, and no assurances can be given regarding further action by the FDA as a result of these commitments, including but not limited to action pursuant to the Warning Letter.

As noted above, on November 22, 2024, BD received the Dispensing Warning Letter following an inspection of its Dispensing quality management system at its facility located in San Diego, California, citing certain alleged violations of the quality system regulations, MDR regulation, the corrections and removals reporting regulation and law. BD submitted a comprehensive response to address FDA's feedback in the Dispensing Warning Letter, which committed to implementing additional corrective actions; however, no assurances can be given regarding further action by the FDA as a result of FDA's Dispensing Warning Letter, or that corrective actions proposed and taken by CareFusion 303, Inc. will be adequate to address the Dispensing Warning Letter. Any failure to adequately address the Dispensing Warning Letter may result in regulatory actions initiated by the FDA without further notice, which may include, but are not limited to, seizure, injunction and civil monetary penalties. As a result, the ultimate resolution of the Dispensing Warning Letter and its impact on the Company's operations is unknown at this time. In connection with the Dispensing Warning Letter, the Company has accrued future costs estimated for product remediation efforts. See Note 5 in the Notes to Condensed Consolidated Financial Statements. It is possible that the amount of the Company's liability could exceed its currently accrued amount.

Ethylene Oxide/Sterilization

There is increased focus on the use and emission of ethylene oxide by the U.S. Environmental Protection Agency ("EPA") and state environmental regulatory agencies. Additional regulatory requirements associated with the use and emission of ethylene oxide may be imposed in the future, either domestically or outside the U.S. Ethylene oxide is the most frequently used sterilant for medical devices and healthcare products in the U.S., and in certain cases is the only option to sterilize critical medical device products for the safe administration to patients. Any such increased regulation could require BD or sterilization service providers, including providers used by BD, to temporarily suspend operations to install additional emissions control technology, limit the use of ethylene oxide or take other actions, which would impact BD's operations and further reduce the available capacity to sterilize medical devices and healthcare products, and could also result in additional costs. To this end, BD has proactively installed fugitive emissions controls at our facilities in East Columbus, NE and Sandy, UT. On April 5, 2024, the final National Emission Standards for Hazardous Air Pollutants ("NESHAP"): Ethylene Oxide Emissions Standards for Sterilization Facilities regulation issued by the EPA became effective. Companies generally have two years from the effective date to comply with the new requirements of the revised NESHAP. On July 17, 2025, the White House issued a Presidential Proclamation under the Clean Air Act exempting certain sterilization facilities for two years from compliance with the EPA's revised NESHAP for ethylene oxide emissions from sterilization facilities to allow these facilities more time to obtain and install new control technology and implement other changes to ensure compliance with the revised NESHAP. While BD's ethylene oxide sterilization facilities received this Presidential compliance exemption we continue to implement certain changes to our facilities in accordance with the revised NESHAP's requirements, and such measures will require additional implementation and ongoing operational costs, including investments in certain new technologies.

In addition, on January 14, 2025, the EPA published a Notice of Availability for a Pesticide Registration Review; Interim Registration Review Decision for Ethylene Oxide ("ID"). The ID, which regulates the use of ethylene oxide as a sterilant and is intended to mitigate any human health and environmental risks associated with its use. We are assessing the impact of the ID on our sterilization facilities, on the third-party sterilization facilities that BD utilizes and on our operations more generally. Based on the Proposed interim Decision that EPA had published in 2023, we anticipate implementing certain changes at our facilities to comply with the ID's requirements, and such measures will require additional implementation and ongoing operational costs, including investments in certain new technologies.

If any new or existing regulatory requirements or rulemaking result in the suspension, curtailment or interruption of sterilization operations at BD or at medical device sterilizers used by BD, or otherwise limit the availability of third-party sterilization capacity, this could interrupt or otherwise adversely impact production of certain of our products or lead to civil litigation or other claims against BD. BD has business continuity plans in place to mitigate the impact of any such disruptions, although these plans may not be able to fully offset such impact, for the reasons noted above.

For further discussion of risks relating to the regulations to which we are subject, see Part I, Item 1A, of our 2024 Annual Report.

Cautionary Statement Regarding Forward-Looking Statements

This report includes forward-looking statements within the meaning of the federal securities laws. BD and its representatives may also, from time to time, make certain forward-looking statements in publicly released materials, both written and oral, including statements contained in filings with the SEC, press releases, and our reports to shareholders. Forward-looking statements may be identified by the use of words such as "plan," "expect," "believe," "intend," "will," "may," "anticipate," "estimate" and other words of similar meaning in conjunction with, among other things, discussions of future operations and financial performance (including volume growth, pricing, sales and earnings per share growth, and cash flows) and statements regarding our strategy for growth, liquidity, future product development, regulatory approvals, competitive position and expenditures. This report also includes forward-looking statements regarding the proposed combination of BD's Biosciences

and Diagnostic Solutions business with Waters, including the anticipated benefits of the proposed transaction and the expected timing of completion of the proposed transaction. All statements that address our future operating performance or events or developments that we expect or anticipate will occur in the future are forward-looking statements.

Forward-looking statements are, and will be, based on management's then-current views and assumptions regarding future events, developments and operating performance, and speak only as of their dates. Investors should realize that if underlying assumptions prove inaccurate, or risks or uncertainties materialize, actual results could vary materially from our expectations and projections. Investors are therefore cautioned not to place undue reliance on any forward-looking statements. Furthermore, we undertake no obligation to update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events and developments or otherwise, except as required by applicable law or regulations.

The following are some important factors that could cause our actual results to differ from our expectations in any forward-looking statements. For further discussion of certain of these factors, see Part II, Item 1A. Risk Factors of this Quarterly Report on Form 10-Q, Part II, Item 1A. Risk Factors in our Quarterly Reports on Form 10-Q for the periods ended December 31, 2024 and March 31, 2025, Item 1A. Risk Factors in our 2024 Annual Report, and our subsequent Quarterly Reports on Form 10-Q.

- General global, regional or national economic downturns and macroeconomic trends, including heightened inflation, capital market volatility, including volatility resulting from the imposition of and changing policies around tariffs, import or export licensing requirements, other governmental restrictions such as trade sanctions, and changes to international trade agreements, interest rate and currency rate fluctuations, and economic slowdown or recession, that may result in unfavorable conditions that could negatively affect demand for our products and services, impact the prices we can charge for our products and services, disrupt our transportation networks or other aspects of our supply chain, impair our ability to produce our products, or increase borrowing costs.
- The impact of inflation, tariffs, and disruptions in our global supply chain on BD and our suppliers (particularly sole-source suppliers and providers of sterilization services), including fluctuations in the cost and availability of oil-based resins and other raw materials, as well as certain components, used in the production or sterilization of our products, transportation constraints, disruptions and delays, product shortages, energy shortages or increased energy costs, labor shortages or disputes, and increased operating and labor costs.
- The risks associated with the proposed combination of our Biosciences and Diagnostic Solutions business with Waters, including factors that could delay, prevent or otherwise adversely affect the completion, timing or terms of the proposed transaction, or our ability to realize the expected benefits of the proposed transaction.
- Conditions in international markets, including social and political conditions, geopolitical developments such as the continuation and/or escalation of the evolving situations in Ukraine, the Middle East and Asia, civil unrest, political conflict, terrorist activity, governmental changes, restrictions on the ability to transfer capital across borders, economic sanctions, export controls, tariffs and other protectionist measures, barriers to market participation (such as local company and products preferences), difficulties in protecting and enforcing our intellectual property rights, and governmental expropriation of assets. Our international operations also increase our compliance risks, including risks under the Foreign Corrupt Practices Act and other anti-corruption and bribery laws, as well as regulatory and privacy laws.
- The impact of changes in U.S. federal or foreign laws and policies that could affect fiscal and tax policies, taxation (including tax reforms, such as the implementation of a global minimum tax, that could adversely impact multinational corporations), and international trade, including import and export licensing regulation and international trade agreements. In particular, tariffs, including tariffs imposed by the U.S. government and responsive countermeasures by non-U.S.governments, sanctions or other trade barriers imposed by the U.S. or countries in which we do business, could adversely impact demand for our products and services, our supply chain costs or otherwise adversely impact our results of operations and future growth. The ultimate impact of any existing or new tariffs is subject to a number of factors including the duration of such tariffs, changes in the amount, scope and nature of the tariffs in the future, any countermeasures that the target countries may take and the availability of any mitigating actions.
- Cost-containment efforts in the U.S. or in other countries in which we do business, such as alternative payment reform, government-imposed pay back provisions, increased use of competitive bidding and tenders, including, without limitation, any expansion of the volume-based procurement process in China or the implementation of similar cost-containment efforts.
- Product efficacy or safety concerns, changes to the labeled use of our products, non-compliance with applicable regulatory requirements regarding our products (such as non-compliance of our products with marketing authorization or registration requirements resulting from modifications to such products, or other factors, including, but not limited to, with respect to BD Alaris™ System and infusion sets, BD Vacutainer™ and BD Pyxis™ products) resulting in product

recalls, lost revenue or other actions being taken with respect to products in the field or the ability to continue selling new products to customers (including restrictions on future product clearances and civil penalties), product liability or other claims and damage to our reputation, including products we acquire through acquisitions. As a result of the CareFusion acquisition, our U.S. infusion pump business is operating under a Consent Decree with the FDA. The Consent Decree authorizes the FDA, in the event of any violations in the future, to order our U.S. infusion pump business to cease manufacturing and distributing products, recall products or take other actions, and order the payment of significant monetary damages if the business subject to the decree fails to comply with any provision of the Consent Decree. In accordance with our commitments to the FDA, the overall timing of replacement of the BD Alaris™ Infusion Systems and return to market in the U.S. may be impacted by, among other things, customer readiness, supply continuity and our continued engagement with the FDA.

- Policy and regulatory changes implemented by the U.S. federal government, including the elimination, downsizing and reduced funding of certain government agencies and programs as well as changes in the policy positions of such agencies, including the FDA, may affect the approach of agencies with which we typically engage and make regulatory approval processes and ongoing compliance with all applicable rules and regulations more challenging.
- Deficit reduction efforts, policy changes, or other actions that reduce or freeze the availability of government funding for healthcare and research, which could weaken demand for our products and result in additional pricing pressures, as well as create potential collection risks associated with such sales.
- Fluctuations and pauses in university or U.S. and international governmental funding and policies for research.
- Competitive factors that could adversely affect our operations, including new product introductions and technologies, including the use of artificial intelligence, by our current or future competitors, consolidation or strategic alliances among healthcare companies, distributors and/or payers of healthcare to improve their competitive position or develop new models for the delivery of healthcare, increased pricing pressure due to the impact of low-cost manufacturers, patents attained by competitors (particularly as patents on our products expire), new entrants into our markets and changes in the practice of medicine.
- Changes in the way healthcare services are delivered, including transition of more care from acute to non-acute settings and increased focus on chronic disease management, which may affect the demand for our products and services. Additionally, budget constraints and staffing shortages, particularly shortages of nursing staff, may affect the prioritization of healthcare services, which could also impact the demand for certain of our products and services.
- Our ability to achieve our projected level or mix of product sales, as our earnings forecasts are based on projected sales volumes and pricing of many product types, some of which are more profitable than others.
- Changes in coverage policies or reimbursement levels, or adverse decisions relating to our products and services by governments or third-party payers, which could reduce demand for our products or the price we can charge for such products.
- Changes in the domestic and foreign healthcare industry, in medical or clinical practices or in patient preferences that result in a reduction in procedures using our products or increased pricing pressures, including cost-reduction measures instituted by and the continued consolidation among healthcare providers.
- The effects of regulatory or other events (such as public health crises) that adversely impact our supply chain, including our ability to manufacture (including sterilize) our products (particularly where production of a product line or sterilization operations are concentrated in one or a few plants), source materials or components or services from suppliers (including sole-source suppliers) that are needed for such manufacturing (including sterilization), or provide products to our customers, including events that impact key distributors. In particular, there has been increased regulatory focus on the use and emission of ethylene oxide in sterilization processes, and additional regulatory requirements may be imposed in the future that could adversely impact BD or our third-party sterilization providers.
- IT system disruptions, breaches or breakdowns, including through cyberattacks, ransom attacks or cyber-intrusion, which could impair our ability or that of our customers, suppliers and other business partners to conduct business, result in the loss of BD trade secrets or otherwise compromise sensitive information of BD or its customers, suppliers and other business partners, or of patients, including sensitive personal data, or result in efficacy or safety concerns for certain of our products, and result in investigations, legal proceedings, liability, expense or reputational damage or actions by regulatory bodies or civil litigation.
- Difficulties inherent in product development, including the potential inability to successfully continue technological innovation, successfully complete clinical trials, obtain and maintain regulatory approvals, clearances and registrations in the U.S. and abroad, obtain intellectual property protection for our products, obtain coverage and adequate reimbursement for new products, or gain and maintain market approval of products, as well as the possibility of

infringement claims by competitors with respect to patents or other intellectual property rights, all of which could preclude or delay commercialization of a product. Delays in obtaining necessary approvals or clearances from the FDA or other regulatory agencies or changes in the regulatory process may also delay product launches and increase development costs.

- The impact of business combinations or divestitures, including any volatility in earnings relating to acquisition-related costs, and our ability to successfully integrate any business we may acquire.
- Risks relating to our overall level of indebtedness, including our ability to service our debt and refinance our indebtedness, which is dependent upon the capital markets and the overall macroeconomic environment and our financial condition at such time.
- Any impact that public health crises, such as pandemics and epidemics may have on our business, the global economy and the global healthcare system. This may include decreases in the demand for our products, disruptions to our operations or the operations of our suppliers and customers, disruptions to our supply chain, or increases in transportation costs.
- The risks associated with the qualification of the spin-off of our former Diabetes Care business as a tax-free transaction for U.S. federal income tax purposes.
- Our ability to penetrate or expand our operations in emerging markets, which depends on local economic and political conditions, and how well we are able to make necessary infrastructure enhancements to production facilities and distribution networks.
- Our ability to recruit and retain key employees and the impact of labor conditions which could increase employee turnover or increase our labor and operating costs and negatively affect our ability to efficiently operate our business.
- Fluctuations in the demand for products we sell to pharmaceutical companies that are used to manufacture, or are sold with, the products of such companies, as a result of funding constraints, consolidation or otherwise.
- The impact of climate change, or legal, regulatory or market measures to address climate change, such as regulation of greenhouse gas emissions, zero-carbon energy and sustainability mandates and related disclosure requirements, and additional taxes on fuel and energy, and changing customer and other stakeholder preferences and requirements, such as those regarding the use of materials of concern, increased demand for products with lower environmental footprints, and for companies to set and demonstrate progress against sustainability goals and greenhouse gas reduction targets.
- Natural disasters, including the impacts of hurricanes, tornadoes, windstorms, fires, earthquakes and floods and other extreme weather events, global health pandemics, war, terrorism, labor disruptions and international conflicts that could cause significant economic disruption and political and social instability, resulting in decreased demand for our products, adversely affect our manufacturing and distribution capabilities or cause interruptions in our supply chain.
- Pending and potential future litigation or other proceedings asserting, and/or investigations concerning and/or subpoenas and requests seeking information with respect to, alleged violations of law (including in connection with federal and/or state healthcare programs (such as Medicare or Medicaid), government contracts and/or sales and marketing practices (such as investigative subpoenas and the civil investigative demands received by BD)), potential anti-corruption and related internal control violations under the Foreign Corrupt Practices Act, antitrust claims, securities law claims, environmental and product liability matters (including pending claims relating to ethylene oxide, our hernia repair implant products, surgical continence and pelvic organ prolapse products for women, vena cava filter products and implantable ports, which involve, or could involve in the future, lawsuits seeking class action status or seeking to establish multi-district or other consolidated proceedings), data privacy breaches and patent infringement, and the availability or collectability of insurance relating to any such claims.
- New or changing laws and regulations affecting our domestic and foreign operations, or changes in enforcement practices, including, without limitation, laws relating to sales practices, healthcare, environmental protection and reporting, price controls, privacy, data protection, cybersecurity, artificial intelligence, employment, labor, and licensing and regulatory requirements for new products and products in the post-marketing phase. In particular, the U.S. and other countries may impose new requirements regarding registration, labeling or prohibited materials that may require us to re-register products already on the market or otherwise impact our ability to market our products. Environmental laws, particularly with respect to the emission of greenhouse gases, are also becoming more stringent throughout the world, which may increase our costs of operations or necessitate changes in our manufacturing plants or processes or those of our suppliers, or result in liability to BD.
- The effect of adverse media exposure or other publicity regarding BD’s business or operations, including the effect on BD’s reputation or demand for its products.

- The effect of market fluctuations on the value of assets in BD's pension plans and on actuarial interest rate and asset return assumptions, which could require BD to make additional contributions to the plans or increase our pension plan expense.
- Our ability to obtain the anticipated benefits of restructuring programs, if any, that we may undertake.

The foregoing list sets forth many, but not all, of the factors that could impact our ability to achieve results described in any forward-looking statements. Investors should understand that it is not possible to predict or identify all such factors and should not consider this list to be a complete statement of all potential risks and uncertainties.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in information reported since the end of the fiscal year ended September 30, 2024.

Item 4. Controls and Procedures

An evaluation was carried out by BD's management, with the participation of BD's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of BD's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) as of June 30, 2025. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the design and operation of these disclosure controls and procedures were, as of the end of the period covered by this report, effective and designed to ensure that material information relating to BD and its consolidated subsidiaries would be made known to them by others within these entities.

There were no changes in our internal control over financial reporting during the fiscal quarter ended June 30, 2025 identified in connection with the above-referenced evaluation that have materially affected, or are reasonably likely to materially affect, BD's internal control over financial reporting. On September 3, 2024, BD completed the acquisition of Edwards Lifesciences' Critical Care product group, which was renamed as BD Advanced Patient Monitoring ("Advanced Patient Monitoring"). In our 2024 Annual Report on Form 10-K, we excluded Advanced Patient Monitoring from our evaluation of internal control over financial reporting. This exclusion was in accordance with the U.S. Securities and Exchange Commission's general guidance that a recently acquired business may be omitted from the assessment scope for up to one year from the date of acquisition. BD has extended its oversight and monitoring processes that support our internal control over financial reporting, as well as our disclosure controls and procedures, to the acquired operations of Advanced Patient Monitoring. We will incorporate Advanced Patient Monitoring into our annual assessment of internal control over financial reporting for our fiscal year ending September 30, 2025.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We are involved, both as a plaintiff and a defendant, in various legal proceedings, including product liability and environmental matters as set forth in our 2024 Annual Report, and in Note 5 of the Notes to Condensed Consolidated Financial Statements in this report, which is incorporated herein by reference.

Item 1A. Risk Factors

There have been no material changes to the risk factors previously disclosed in Part I, Item 1A, of our 2024 Annual Report or our subsequent Quarterly Reports on Form 10-Q, other than as set forth below:

The proposed combination of our Biosciences and Diagnostic Solutions business with Waters may not be completed, on the currently contemplated timeline or at all.
On July 13, 2025, we entered into a definitive agreement with Waters to combine our Biosciences and Diagnostic Solutions business with Waters. The transaction, if consummated, would result in our shareholders owning approximately 39.2% of the combined company, and existing Waters shareholders owning approximately 60.8% of the combined company. The transaction is expected to close around the end of the first quarter of calendar year 2026, subject to receipt of required regulatory approvals, Waters shareholder approval, compliance with applicable SEC requirements, the receipt of a private letter ruling from the Internal Revenue Service regarding certain matters germane to the U.S. federal income tax consequences of the transactions, and satisfaction of other customary closing conditions. There can be no assurance that such closing conditions will be satisfied or waived, or that the transaction will be consummated, on the currently contemplated timeline or at all. A failure to complete the transaction, or a delay in doing so, could adversely impact our business, results of operations, financial condition and cash flows. In the event that the transaction does not close, we will be required to bear significant non-recurring costs in connection with the transaction.

The announcement and pendency of the combination of our Biosciences and Diagnostic Solutions business with Waters could cause disruptions in our business.
The completion of the separation of our Biosciences and Diagnostic Solutions business and combination of the business with Waters will require significant amounts of time and effort, which could divert management attention, could disrupt the activities of our employees, and could have negative implications for our relationships with our customers and other third parties. We
expect to incur costs and expenses in connection with the separation and combination. Until the consummation or termination of the transaction, we are also required to operate the business in the ordinary course and we are restricted from taking certain specified actions with respect to our Biosciences and Diagnostic Solutions business without Waters' consent. Any of the foregoing could adversely affect our business, results of operations, financial condition and cash flows.

We may not realize some or all of the expected benefits of the combination of our Biosciences and Diagnostic Solutions business with Waters.
If the separation of our Biosciences and Diagnostic Solutions business and combination of the business with Waters is completed, the anticipated operational, financial, strategic and other benefits of such transaction to BD and our shareholders may not be achieved. In addition, we have agreed to provide certain transition services to the combined company, which may result in additional expenses and may divert our focus and resources that would otherwise be invested into maintaining or growing our businesses. An inability to realize the full extent of the anticipated benefits of the transaction, as well as any delays encountered in the process, could have an adverse effect on our business, results of operations, financial condition and cash flows. In addition, while it is expected that the transaction would be generally tax-free for U.S. federal income tax purposes to BD and our shareholders, there is no assurance that the transaction will qualify for this treatment. If the transaction is ultimately determined to be taxable, we could incur income tax liabilities that could be significant. Any of the foregoing could adversely affect our business, results of operations, financial condition and cash flows.

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

The table below sets forth certain information regarding our purchases of common stock of BD during the quarter ended June 30, 2025.

Issuer Purchases of Equity Securities

For the three months ended June 30, 2025	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (2)
April 1 – 30, 2025	1,268	$ 202.80	—	13,426,039
May 1 – 31, 2025	174	167.95	—	13,426,039
June 1 – 30, 2025	—	—	—	13,426,039
Total	1,442	$ 198.60	—	13,426,039

(1) Includes 1,442 shares purchased during the quarter in open market transactions by the trust relating to BD's Deferred Compensation and Retirement Benefit Restoration Plan and 1996 Directors' Deferral Plan.

(2) Includes 3,426,039 shares under a repurchase program authorized by the Board of Directors on November 3, 2021, and 10 million shares under a repurchase program authorized by the Board of Directors on January 28, 2025. There is no expiration date for either program.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

During the three months ended June 30, 2025, none of our officers or directorsadopted, terminated or modified any "Rule 10b5-1 trading arrangements" or "non-Rule 10b5-1 trading arrangements," as defined in Item 408(a) of Regulation S-K of the Exchange Act.

Item 6. Exhibits

2(a)	Separation Agreement, dated as of July 13, 2025, by and among Becton, Dickinson and Company, Waters Corporation and Augusta SpinCo Corporation (incorporated by reference to Exhibit 2.1 to the registrant's Current Report on Form 8-K filed on July 14, 2025). #
2(b)	Agreement and Plan of Merger, dated as of July 13, 2025, by and among Becton, Dickinson and Company, Augusta SpinCo Corporation, Waters Corporation and Beta Merger Sub, Inc. (incorporated by reference to Exhibit 2.2 to the registrant's Current Report on Form 8-K filed on July 14, 2025). #
3(a)	Restated Certificate of Incorporation Becton, Dickinson and Company, dated as of January 30, 2019 (incorporated by reference to Exhibit 3 to the registrant's Current Report on Form 10-Q for the period ended December 31, 2018).
3(b)	Bylaws of Becton, Dickinson and Company, as amended as of April 29, 2025 (incorporated by reference to Exhibit 3 to the registrant's Current Report on Form 8-K filed on May 2, 2025).
10(a)	Performance Incentive Plan, as amended and restated July 22, 2025.*
10(b)	2004 Employee and Director Equity-Based Compensation Plan, as amended and restated July 22, 2025.*
22	Subsidiary Issuer of Guaranteed Securities.
31	Certifications of Chief Executive Officer and Chief Financial Officer, pursuant to SEC Rule 13a - 14(a).
32	Certifications of Chief Executive Officer and Chief Financial Officer, pursuant to Rule 13a - 14(b) and Section 1350 of Chapter 63 of Title 18 of the U.S. Code.**
101	The following materials from this report, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Income, (iii) the Condensed Consolidated Statements of Comprehensive Income, (iv) the Condensed Consolidated Statements of Cash Flows, and (v) Notes to Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

* Denotes a management contract or compensatory plan or arrangement.

** Furnished herewith.

SIGNATURES

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

Becton, Dickinson and Company
(Registrant)

Dated: August 7, 2025

/s/ Christopher J. DelOrefice
Christopher J. DelOrefice
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

/s/ Pamela L. Spikner
Pamela L. Spikner
Senior Vice President, Chief Accounting Officer and Controller
(Principal Accounting Officer)

BECTON, DICKINSON AND COMPANY

PERFORMANCE INCENTIVE PLAN

AMENDED AND RESTATED EFFECTIVE AS OF JULY 22, 2025

PURPOSE

The purpose of the Performance Incentive Plan (the “Plan”) is to provide annual incentive payments to associates for their contribution to the Company’s successful financial performance and the accomplishment of strategic objectives.

Notwithstanding anything in this plan to the contrary, the payment of annual incentives, if any, is solely within the discretion of the PIP Steering Committee and the Board of Directors, except that payment in excess of the plan guidelines will not be made. No employee has any vested right to any such payment.

PLAN ADMINISTRATION

The PIP Steering Committee will be responsible for administering this Plan, except that the Compensation and Human Capital Committee of the Board of Directors (the "Compensation Committee") will be responsible for administering this Plan with respect to the Chief Executive Officer of the Company and other members of the Executive Leadership Team (the "ExLT") and for selection and approval of total Company metrics, targets, and payouts, as specified herein. The PIP Steering Committee will consist of no less than three persons, including the Chief Executive Officer, Chief Financial Officer, and Chief People Officer and such other senior executives as are designated from time to time by the Chief Executive Officer. The Chief People Officer shall have authority to act on behalf of the PIP Steering Committee with respect to all matters under this Plan.

ELIGIBILITY

Participation in any particular fiscal year is generally restricted to employees of the Company and its worldwide subsidiaries in Job Group 4 and above positions (other than those covered under other incentive plans or sales incentive plans) and other key positions as may be approved by the PIP Steering Committee. Current employees promoted to, and persons newly hired to, eligible positions during a particular fiscal year may be considered for a pro-rata bonus; provided that such employees are promoted to, or newly hired to, eligible positions on or before July 1 of the particular fiscal year. Persons employed by companies acquired by the Company which have pre-existing incentive, profit sharing or similar programs will not participate in this Plan until and unless those plans are superseded by this Plan. For the avoidance of doubt, employees who transferred out of the Company due to a divestiture of a subsidiary or business unit during the fiscal year will not be eligible for an incentive payment under this Plan with respect to the fiscal year in which the spin-off occurs, except as otherwise determined by the Compensation Committee.

PARTICIPATION LEVELS

Plan target percentages for eligible employees are determined based upon the scope and responsibilities of the position. A participant’s target amount is based on salary or earnings multiplied by the applicable plan target percentage. Plan target amounts for participants who have received a promotion or other role change during the applicable year will be pro-rated based on the eligible employee’s time in each role.

DETERMINATION OF PERFORMANCE CRITERIA

Prior to or shortly following the beginning of a fiscal year, the Compensation Committee shall establish financial and strategic criteria, targets and related formula(s) with respect to the total Company, which shall apply to the ExLT and other applicable associates (the "Corporate Performance Metrics"), and the PIP Steering Committee shall establish financial and strategic criteria, targets and related formula(s) tied to results below total Company, including targets related to segment, business unit, region, and/or country performance (the "Business Performance Metrics").

INCENTIVE CALCULATION

Incentive payments shall be made under the Plan based upon achievement of either the Corporate Performance Metrics or the Business Performance Metrics, as applicable. Subject to the terms of this Plan as set forth herein, final incentive payments for individual participants shall generally be equal to the participant's target amount multiplied by the applicable final performance factor multiplied by the participant's Individual Performance Percentage (described below). For the ExLT, the Compensation Committee (and in the case of the Chief Executive Officer, the independent directors of the Board) shall approve the final incentive payment in its sole discretion after considering the formula noted herein. For the avoidance of doubt, the final incentive payment for any ExLT member, as determined by the Compensation Committee or the Board, as applicable, may be greater or less than the amount determined pursuant to the formula noted herein.

DETERMINATION OF INCENTIVE POOLS AND FINAL INCENTIVES

(a) Hypothetical Incentive Pool

Following the close of each fiscal year, a hypothetical incentive pool will be established assuming achievement at 100% of target for participants. For purposes of determining the hypothetical incentive pool, the target for participants who have had a salary, individual target percentage, or status change during the applicable fiscal year will be pro-rated based on the period during the year that the original salary, individual target percentage, or status and the adjusted salary, individual target percentage, or status was applicable.

(b) Achievement Against Performance Metrics and Funding Levels

Following the close of each fiscal year, the Compensation Committee will determine the final performance achievement level of the Corporate Performance Metrics, and the PIP Steering Committee will determine the final performance achievement level of the Business Performance Metrics.

The Compensation Committee will determine funding levels relating to ExLT incentive payments based on the final performance achievement level in accordance with the formula established by the Compensation Committee. The PIP Steering Committee will determine funding levels relating to participants other than the ExLT based on the final performance achievement level in accordance with the formula established by the PIP Steering Committee at the beginning of the Fiscal Year. With respect to the Corporate Performance Metrics, the Compensation Committee has the discretion to make adjustments to the Company's operating results for unbudgeted items that are not considered part of BD's ordinary operations and other events that significantly impacted BD's performance. Similarly, the PIP Steering Committee has this same discretion for results against the Business Performance Metrics.

(c) Bonus Equalization Adjustment

The Compensation Committee may, including upon recommendation from the PIP Steering Committee, in its sole discretion, approve an adjustment to the achievement of the Corporate Performance Metrics downward by up to 25% (and corresponding upward adjustment to the Business Performance Metrics approved by the PIP Steering Committee) if they determine that there is unsatisfactory disparity between the Corporate funding level and the funding level for other business units below the total Company level (the "Bonus Equalization Adjustment"). In making this determination, the Compensation Committee may consider extraordinary performance by one or more business unit, any external factors that affected the payout pool for the business units, and the overall economic or environmental challenges during the fiscal year.

(d) Final Performance Factor

The Compensation Committee will determine the final performance factor for ExLT bonuses based on final performance achievement against the Corporate Performance Metrics, as adjusted by the Business Equalization Adjustment, and, if applicable, by applying any formula established by the Compensation Committee to determine the final performance factor.

Following the close of each fiscal year, the PIP Steering Committee will determine the final performance factor for bonuses for all participants other than the ExLT based on final performance achievement against the Business Performance Metrics, as adjusted by the Business Equalization Adjustment, and, if applicable, by applying any formula established by the PIP Steering Committee to determine the final performance factor.

(e) Individual Performance Percentage

With respect to a fiscal year, each participant will receive a Performance Rating, as determined by such participant's manager. After Performance Ratings have been determined, each participant's manager will determine the Individual Performance Percentage for such participant based on the guidelines established for such Performance Rating for such fiscal year.

(f) Communication

The operating unit performance results will be communicated throughout the organization to the extent that the Company deems appropriate and subject to any confidentiality concerns.

(g) Final Incentive Payments

The PIP Steering Committee will determine the final incentive payments for participants (other than the ExLT). The Compensation Committee will determine the final incentive payments for the ExLT, in its sole discretion, based on the applicable final performance factor(s).

Participants who have been on an approved leave of absence during the fiscal year may have their incentive amounts pro-rated based on Company policy in the applicable region or country. Participants who have been on an approved leave of absence for the entire fiscal year will not be eligible to receive an incentive payment for the fiscal year that includes such leave of absence. No individual may receive an incentive payment in excess of 200% of their target incentive.

FINAL REVIEW AND APPROVAL

All incentive payments for the participants other than the ExLT will be reviewed and approved by the Chief Executive Officer, in the aggregate or on a case-by-case basis, as appropriate. In the case of the ExLT, recommendations will be subject to final review and approval by the Compensation Committee

(and in the case of the Chief Executive Officer, the independent directors of the Board). The Compensation Committee (and the Board, as applicable) has the discretion to reduce payouts based on any factors it deems appropriate, including whether an individual has taken unnecessary or excessive risk.

(a) Payment

Incentives will generally be paid by January of the calendar year following the year in which they are awarded (unless deferred by the participant). Except in cases of death, disability, retirement, or involuntary terminations due to the elimination of employees' position, no incentive payments will be made to individuals who are not active employees on the final day of the fiscal year. Employees who are terminated for Cause (as defined below) prior to the distribution date will forfeit their incentives.

If an employee is terminated by reason of death, disability, or retirement, his or her incentive payment will paid in or around January of the calendar year following the year in which it was awarded and will be based on applicable final performance factor and pro-rated based on the number of days the employee was actively at work during the fiscal year in which the incentive payment was awarded.

Incentives awarded to any employee who dies prior to the distribution date may be made to the employee's estate or beneficiaries at the discretion of management.

If a U.S.-based employee has experienced a Termination Due to Workforce Restructuring, as determined in accordance with the U.S. BD Severance Plan, or an employee who is not a U.S.-based employee is terminated by reason of an involuntary termination due to the elimination of the employee's position, as determined in the sole discretion of the applicable Human Resources business partner, such employee may receive a pro-rated incentive payment at the target level of performance based on his or her individual incentive target and salary or earnings as applicable. In the event that an employee shall receive a pro-rated incentive payment under this paragraph, the incentive payment will be pro-rated based on the number of days the employee was actively at work during the fiscal year in which the incentive payment was awarded and be paid in accordance with the following:

(i) if the employee is a U.S.-based employee, the pro-rated incentive payment shall be paid under, in accordance with, and subject to, the terms of the U.S. BD Severance Plan and subject to the Plan Administrator of the U.S. BD Severance Plan's discretion to eliminate or modify such pro-rated incentive payment; and

(ii) if the employee is not a U.S.-based employee, the pro-rated incentive payment shall be paid under the Plan in accordance with applicable law, subject to local rules, practices, procedures, and limitations that would provide for a lesser benefit (e.g., probationary periods); provided that the lead Human Resources business partner and the Regional Total Rewards Director may, in their sole and absolute discretion, authorize a pro-rated incentive payment that is different from the amount otherwise set forth in this Plan or determine that an individual is not entitled to a pro-rated incentive payment; and, provided further that the payment of any incentive under this subsection shall also be in satisfaction of any local severance plan, arrangement, or law that requires the payment of bonus (or any similar compensation) as part of severance or separation pay.

Notwithstanding the foregoing, participants in the ExLT, including the Chief Executive Officer, are eligible to receive a prorated bonus pursuant to this Plan unless they are a participant in or a party to a separate plan, agreement, or arrangement that was approved by the Company.

(b) Exceptions

Any recommendations for exceptions to the provisions of the Plan must be submitted to the PIP Steering Committee for review and are subject to final approval by the Chief Executive Officer. Any exceptions applicable to the ExLT are further subject to approval by the Compensation Committee (and in the case of the Chief Executive Officer, the independent directors of the Board).

RECOVERY OF INCENTIVE PAYMENTS

(a) Any incentive payment approved under this Plan shall be subject to the terms of the Company's Policy Regarding the Mandatory Recovery of Compensation (the "Mandatory Policy) and the Company's Policy Regarding the Discretionary Recovery of Compensation (the "Discretionary Policy), each as the same may be subsequently amended, or any similar policy or policies established by the Company that may apply to the employee (the Mandatory Policy and the Discretionary Policy, together referred to as the "Policies"); provided, that no amendment to the Policies shall adversely affect the rights of an employee with respect to any incentive payment that is approved in accordance with this Plan prior to such amendment. The Company's rights under the Policies shall be in addition to, and not in substitution of, the Company's rights under this Plan or otherwise and, in all events, the terms of the Policies shall prevail to the extent that the terms of the Policies conflict with this Plan or any other plan, program, agreement or arrangement.

(b) In addition, in the event the employment of a participant is terminated for Cause (as defined below), then the Board (or a duly appointed committee of the Board, or such committee's delegates) shall have the discretion, to the extent permitted by law, to recover the full amount of any incentive payment awarded to the person under this Plan with respect to the three fiscal years immediately preceding the date of termination, without regard to any tax paid thereon by a participant. If at any time the Board or a duly appointed committee thereof, or such committee's delegates, believes in good faith that a participant may have engaged conduct that would be grounds for termination for Cause, it may suspend the person's right to receive an incentive payment under this Plan, pending a determination of whether Cause exists.

(c) The Company shall not indemnify any participant or other individual against the loss of any recouped compensation, or advance any expenses incurred by a participant or other individual in defending or investigating a claim by the Company for the recovery of any compensation hereunder. Neither the Company nor any member of the Compensation Committee or the Board shall have any liability to any person as a result of actions taken under the Policies or this Plan.

DEFINITION

(a) For purposes of this Plan, "Cause" shall mean (i) the repeated failure of a participant to perform substantially his or her duties with the Company or any affiliate of the Company (other than any such failure resulting from incapacity due to physical or mental illness), (ii) a participant's material violation of any Company policy pertaining to harassment, discrimination, ethics, dishonesty, or theft, (iii) the participant engages in illegal conduct or willful misconduct that is materially and demonstrably injurious to the Company, or (iv) a participant manages a subordinate who engages in the acts specified in clauses (i), (ii) or (iii) above and the participant knew, or should have known in the exercise of reasonable care, about the subordinate's conduct and failed to take immediate action to prevent, remediate, and report such conduct. No act, or failure to act, on the part of the participant shall be considered "willful" unless it is done, or omitted to be done, by the participant in bad faith or without the reasonable belief that the participant's action or omission was in the best interest of the Company.

BECTON, DICKINSON AND COMPANY
2004 EMPLOYEE AND DIRECTOR EQUITY-BASED COMPENSATION PLAN

As amended and restated as of July 22, 2025

Section 1. *Purpose.*

The purpose of the Becton, Dickinson and Company 2004 Employee and Director Equity-Based Compensation Plan is to provide an incentive to employees of the Company and its subsidiaries to achieve long-range goals, to aid in attracting and retaining employees and directors of outstanding ability and to closely align their interests with those of shareholders.

Section 2. *Definition*.

As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" shall mean (i) any entity that, directly or indirectly, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee.

(b) "**Award**" shall mean any Option, Stock Appreciation Right, award of Restricted Stock, Restricted Stock Unit, Performance Unit or Other Stock-Based Award granted under the Plan.

(c) "**Award Agreement**" shall mean any written agreement, contract or other instrument or document evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

(d) "**Board**" shall mean the board of directors of the Company.

(e) "**Cause**" shall mean (i) the repeated failure of a Participant to perform substantially the Participant's duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness), (ii) a Participant's material violation of any Company policy pertaining to harassment, discrimination, ethics, dishonesty, or theft, (iii) the Participant engages in illegal conduct or willful misconduct that is materially and demonstrably injurious to the Company, or (iv) a Participant manages a subordinate who engages in the acts specified in clauses (i), (ii) or (iii) above and the Participant knew, or should have known in the exercise of reasonable care, about the subordinate's conduct and failed to take immediate action to prevent, remediate, and report such conduct. No act, or failure to act, on the part of the Participant shall be considered "willful" unless it is done, or omitted to be done, by the Participant in bad faith or without the reasonable belief that the Participant's action or omission was in the best interest of the Company.

(f) "**Change in Control**" means

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) (a "**Person**") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 25% or more of either (A) the then-outstanding shares of common stock of the Company (the "**Outstanding Company Common Stock**") or (B) the combined voting power of the then-outstanding voting

securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**"); *provided, however,* that, for purposes of this Section 2(f), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company; (ii) any acquisition by the Company, or (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliated company, (iv) any acquisition by any corporation pursuant to a transaction that complies with Section 2(f)(iii)(A), Section 2(f)(iii)(B) and Section 2(f)(iii)(C), or (v) any acquisition that the Board determines, in good faith, was inadvertent, if the acquiring Person divests as promptly as practicable a sufficient amount of the Outstanding Company Common Stock and/or the Outstanding Company Voting Securities, as applicable, to reverse such acquisition of 25% or more thereof;

(ii) individuals who, as of the day after the effective time of this Plan, constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to such time whose election, or nomination for election as a director by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consent by or on behalf of a Person other than the Board;

(iii) consummation of a reorganization, merger, consolidation or sale or other disposition of all or subsequently all of the assets of the Company (a "**Business Combination**"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 25% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(g) "**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "**Committee**" shall mean the Compensation and Human Capital Committee of the Board or such other committee as may be designated by the Board.

(i) "**Company**" shall mean Becton, Dickinson and Company.

(j) "**Disability**" shall mean a Participant's disability as determined in accordance with a disability insurance program maintained by the Company.

(k) "**409A Disability**" shall mean a Disability that qualifies as a total disability as defined below and determined in a manner consistent with Code Section 409A and the regulations thereunder:

The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

A Participant will be deemed to have suffered a 409A Disability if determined to be totally disabled by the Social Security Administration. In addition, the Participant will be deemed to have suffered a 409A Disability if determined to be disabled in accordance with a disability insurance program maintained by the Company, provided that the definition of disability applied under such disability insurance program complies with the requirements of Code Section 409A and the regulations thereunder.

(l) "**Earnings Per Share**" shall mean earnings per share calculated in accordance with U.S. Generally Accepted Accounting Principles.

(m) "**Executive Group**" shall mean every person who is expected by the Committee to be both (i) a "covered employee" as defined in Section 162(m) of the Code as of the end of the taxable year in which payment of the Award may be deducted by the Company, and (ii) the recipient of compensation of more than $1,000,000 for that taxable year.

(n) "**Fair Market Value**" shall mean, with respect to any property (including, without limitation, any Shares or other securities) the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(o) "**Incentive Stock Option**" shall mean an option representing the right to purchase Shares from the Company, granted under and in accordance with the terms of Section 6, that meets the requirements of Section 422 of the Code, or any successor provision thereto.

(p) "**Market Share**" shall mean the percent of sales of the total available market in an industry, product line or product attained by the Company or one of its business units during a time period.

(q) "**Net Income**" shall mean net income calculated in accordance with U.S. Generally Accepted Accounting Principles.

(r) "**Net Revenue Per Employee**" in a period shall mean net revenue divided by the average number of employees of the Company, with average defined as the sum of the number of employees at the beginning and ending of the period divided by two.

(s) "**Non-Qualified Stock Option**" shall mean an option representing the right to purchase Shares from the Company, granted under and in accordance with the terms of Section 6, that is not an Incentive Stock Option.

(t) "**Option**" shall mean an Incentive Stock Option or a Non-Qualified Stock Option.

(u) "**Other Stock-Based Award**" shall mean any right granted under Section 9.

(v) "**Participant**" shall mean an individual granted an Award under the Plan.

(w) "**Performance Unit**" shall mean any right granted under Section 8.

(x) "**Restrictive Covenants**" shall mean the restrictive covenants set forth in any written agreement, contract or other instrument, which may, but need not, include the Participant's Award Agreement, pursuant to which such restrictive covenants apply to an Award under the Plan.

(y) "**Restricted Stock**" shall mean any Share granted under Section 7.

(z) "**Restricted Stock Unit**" shall mean a contractual right granted under Section 7 that is denominated in Shares. Each Unit represents a right to receive the value of one Share (or a percentage of such value, which percentage may be higher than 100%) upon the terms and conditions set forth in the Plan and the applicable Award Agreement. Awards of Restricted Stock Units may include, without limitation, the right to receive dividend equivalents.

(aa) "**Retirement**" shall mean a Separation from Service after attainment of retirement as specified in the applicable terms of an Award.

(ab) "**Return on Common Equity**" for a period shall mean net income less preferred stock dividends divided by total shareholders' equity, less amounts, if any, attributable to preferred stock.

(ac) "**Return on Invested Capital**" for a period shall mean earnings before interest, taxes, depreciation and amortization divided by the difference of total assets less non-interest bearing current liabilities.

(ad) "**Return on Net Assets**" for a period shall mean net income less preferred stock dividends divided by the difference of average total assets less average non-debt liabilities, with average defined as the sum of assets or liabilities at the beginning and ending of the period divided by two.

(ae) "**Revenue Growth**" shall mean the percentage change in revenue (as defined in Statement of Financial Accounting Concepts No. 6, published by the Financial Accounting Standards Board) from one period to another.

(af) "**Plan**" shall mean this Becton, Dickinson and Company 2004 Employee and Director Equity-Based Compensation Plan.

(ag) "**Separation from Service**" shall mean a termination of employment or other separation from service from the Company, as described in Code Section 409A and the regulations thereunder, including, but not limited to a termination by reason of Retirement or involuntary termination without Cause, but excluding any such termination where there is a simultaneous re- employment by the Company.

(ah) "**Shares**" shall mean shares of the common stock of the Company, $1.00 par value.

(ai) "**Specified Employee**" shall mean a Participant who is deemed to be a specified employee in accordance with procedures adopted by the Company that reflect the requirements of Code Section 409A(2)(B)(i) and the guidance thereunder.

(aj) "**Stock Appreciation Right**" shall mean a right to receive a payment, in cash and/or Shares, as determined by the Committee, equal in value to the excess of the Fair Market Value of a Share at the time the Stock Appreciation Right is exercised over the exercise price of the Stock Appreciation Right.

(ak) "**Substitute Awards**" shall mean Awards granted in assumption of, or in substitution for, outstanding awards previously granted by a company acquired by the Company or with which the Company combines.

(al) "**Total Shareholder Return**" shall mean the sum of the appreciation in the Company's stock price and dividends paid on the common stock of the Company over a given period of time.

Section 3. *Eligibility*.

(a) Any individual who is employed by (including any officer), or who serves as a member of the board of directors of, the Company or any Affiliate shall be eligible to be selected to receive an Award under the Plan.

(b) An individual who has agreed to accept employment by the Company or an Affiliate shall be deemed to be eligible for Awards hereunder as of the date of such agreement.

(c) Holders of options and other types of Awards granted by a company acquired by the Company or with which the Company combines are eligible for grant of Substitute Awards hereunder.

(d) Notwithstanding the foregoing subsections (a) and (b), an individual who is employed in the United States (including, for the avoidance of doubt, in Puerto Rico) and who is in Job Group 5 or above, shall not be eligible to receive an Award (other than a Substitute Award) under the Plan unless such individual has accepted the terms of and executed the Company's form of restrictive covenant agreement.

Section 4. *Administration*.

(a) The Plan shall be administered by the Committee. The Committee shall be appointed by the Board and shall consist of not less than three directors, each of whom shall be independent, within the meaning of and to the extent required by applicable rulings and interpretations of the New York Stock Exchange and the Securities and Exchange Commission, and each of whom shall be a "**Non-Employee Director**", as defined from time to time for purposes of Section 16 of the Securities Exchange Act of 1934 and the rules promulgated thereunder. The Board may designate one or more directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. The Committee may issue rules and regulations for administration of the Plan. It

shall meet at such times and places as it may determine. A majority of the members of the Committee shall constitute a quorum.

(b) Subject to the terms of the Plan and applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards, or other property, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (ix) determine whether and to what extent Awards should comply or continue to comply with any requirement of statute or regulation; (x) determine whether the conditions to forfeit an Award have been met; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. Notwithstanding the foregoing, the Plan will be interpreted and administered by the Committee in a manner that is consistent with the requirements of Code Section 409A to allow for tax deferral thereunder, and the Committee shall take no action hereunder that would result in a violation of Code Section 409A.

(c) All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, the stockholders and the Participants.

Section 5. *Shares Available For Awards*.

(a) The number of Shares available for issuance under the Plan is 51,700,000 shares, subject to adjustment as provided below. Notwithstanding the foregoing and subject to adjustment as provided in Section 5(e), (i) no Participant may receive Options and Stock Appreciation Rights under the Plan in any calendar year that relate to more than 250,000 Shares, (ii) the maximum number of Shares with respect to which unrestricted Awards (either as to vesting, performance or otherwise) may be made to employees under the Plan is 450,000 Shares, and (iii) the maximum number of Shares that may be issued with respect to any Awards granted on or after February 2, 2010 that are not Awards of Options or Stock Appreciation Rights shall be 17,540,000.

(b) If, after the effective date of the Plan, any Shares covered by an Award other than a Substitute Award, or to which such an Award relates, are forfeited, or if such an Award otherwise terminates without the delivery of Shares or of other consideration, then the Shares covered by such Award, or to which such Award relates, to the extent of any such forfeiture or termination, shall again be, or shall become, available for issuance under the Plan, except as otherwise provided in Section 5(g).

(c) In the event that any Option or other Award granted hereunder (other than a Substitute Award) is exercised through the delivery of Shares, or in the event that withholding tax liabilities arising from such Option or Award are satisfied by the withholding of Shares by the Company, the number of Shares available for Awards under the Plan shall be increased by the number of Shares so surrendered or withheld. Notwithstanding the foregoing, this Section

5(c) will not apply to any such surrender or withholding of Shares occurring on or after November 21, 2006.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

(e) In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is required in order to preserve the value of issued and outstanding Awards and to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of Awards, including the aggregate and individual limits specified in Section 5(a), (ii) the number and type of Shares (or other securities or property) subject to outstanding Awards, and (iii) the grant, purchase, or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; *provided, however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(f) Shares underlying Substitute Awards shall not reduce the number of Shares remaining available for issuance under the Plan.

(g) Upon the exercise of any Stock Appreciation Rights, the greater of (i) the number of shares subject to the Stock Appreciation Rights so exercised, and (ii) the number of Shares, if any, that are issued in connection with such exercise, shall be deducted from the number of Shares available for issuance under the Plan.

Section 6. *Options and Stock Appreciation Rights*.

The Committee is hereby authorized to grant Options and Stock Appreciation Rights to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The exercise price per Share under an Option or Stock Appreciation Right shall be determined by the Committee; *provided, however*, that, except in the case of Substitute Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option or Stock Appreciation Right. The exercise price of a Substitute Award may be less than the Fair Market Value of a Share on the date of grant to the extent necessary for the value of Substitute Award to be substantially equivalent to the value of the award with respect to which the Substitute Award is issued, as determined by the Committee.

(b) The term of each Option and Stock Appreciation Right shall be fixed by the Committee but shall not exceed 10 years from the date of grant thereof.

(c) The Committee shall determine the time or times at which an Option or Stock Appreciation Right may be exercised in whole or in part, and, with respect to Options, the method or methods by which, and the form or forms, including, without limitation, cash, Shares, other Awards, or other property, or any combination thereof, having a Fair Market Value on the

exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

(d) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code, or any successor provision thereto, and any regulations promulgated thereunder.

(e) Section 10 sets forth certain additional provisions that shall apply to Options and Stock Appreciation Rights.

Section 7. *Restricted Stock And Restricted Stock Units*.

(a) The Committee is hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units to Participants.

(b) Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate; provided, that if the vesting conditions applicable to an Award of Restricted Stock or Restricted Stock Units to an employee of the Company relate exclusively to the passage of time and continued employment, such time period shall consist of not less than thirty-six (36) months. In the event the vesting of any Award of Restricted Stock is subject to the achievement of performance goals, the performance period relating to such Award shall be at least twelve (12) months. Any Award of Restricted Stock Units for which vesting is conditioned upon the achievement of performance goals shall be considered an award of Performance Units under Section 8.

(c) Any share of Restricted Stock granted under the Plan may be evidenced in such manner as the Committee may deem appropriate including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of shares of Restricted Stock granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

(d) Notwithstanding anything contained herein to the contrary and except as otherwise provided by the Committee at the time a Restricted Stock award is granted or in any amendment thereto, upon a Participant's (i) Separation from Service on account of Retirement, death or Disability, any and all remaining restrictions with respect to an award of Restricted Stock granted to the Participant shall lapse, and the Participant shall receive all of the Shares of Restricted Stock subject to the award, and (ii) voluntary termination, involuntary termination without Cause or involuntary termination with Cause, all Shares of Restricted Stock held by the Participant shall be forfeited as of the date of termination.

(e) Notwithstanding anything contained herein to the contrary and except as otherwise provided by the Committee at the time a Restricted Stock Unit award is granted or in any amendment thereto, upon a Participant's:

(i) Separation from Service on account of Retirement or Disability, any and all remaining restrictions with respect to Restricted Stock Units granted to the Participant shall lapse and the Participant shall receive any amounts otherwise payable with respect to such Restricted Stock Units as soon as administratively practicable thereafter (or at such later distribution date as may be set by the Committee at the time of the Award or in any amendment thereto), except that, for amounts subject to Code Section 409A, in the

case of a Participant who is a Specified Employee, the payment of such amounts that are made on account of the Specified Employee's Separation from Service shall not be made prior to the earlier of (A) the first day of the seventh month following the Participant's Separation from Service (without regard to whether the Participant is reemployed on that date) or (B) death;

(ii) Separation from Service on account of involuntary termination without Cause, all Restricted Stock Units held by the Participant shall be forfeited as of the date of termination; provided, that the Committee may, in its discretion, authorize the payment to the Participant of all amounts payable with respect to such Restricted Stock Units in the case of financial hardship on the part of the Participant or in connection with a reduction-in-force. Notwithstanding the foregoing, for amounts subject to Code Section 409A, in the case of a Participant who is a Specified Employee, the payment of any amounts that are made on account of the Specified Employee's Separation from Service shall not be made prior to the earlier of (A) the first day of the seventh month following the Participant's Separation from Service (without regard to whether the Participant is reemployed on that date) or (B) death;

(iii) death, any and all remaining restrictions with respect to Restricted Stock Units granted to the Participant shall lapse and the Participant's beneficiary shall receive any amounts otherwise payable with respect to such Restricted Stock Units as soon as administratively practicable thereafter; and

(iv) voluntary termination or involuntary termination with Cause, all Restricted Stock Units held by the Participant shall be forfeited as of the date of termination.

Section 8. *Performance Units*.

(a) The Committee is hereby authorized to grant Performance Units to Participants.

(b) Subject to the terms of the Plan, a Performance Unit granted under the Plan (i) may be denominated or payable in cash, Shares (including, without limitation, Restricted Stock), other securities, other Awards, or other property and (ii) shall confer on the holder thereof rights valued as determined by the Committee and payable to, or exercisable by, the holder of the Performance Unit, in whole or in part, upon the achievement of such performance goals during such performance periods as the Committee shall establish. Subject to the terms of the Plan, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Unit granted and the amount of any payment or transfer to be made pursuant to any Performance Unit shall be determined by the Committee; provided, that the performance period relating to any Award of Performance Units shall be at least twelve (12) months.

(c) Notwithstanding anything contained herein to the contrary and except as otherwise provided by the Committee at the time a Performance Unit Award is granted or in any amendment thereto, upon a Participant's:

(i) Separation from Service on account of Retirement or involuntary termination without Cause prior to the expiration of any performance period applicable to a Performance Unit granted to the Participant, the Participant shall be entitled to receive, following the expiration of such performance period, a pro-rata portion of any amounts otherwise payable with respect to, or a pro-rata right to exercise, the Performance Unit;

(ii) death or 409A Disability prior to the expiration of any performance period applicable to a Performance Unit granted to the Participant, the Participant or the Participant's beneficiary shall receive upon such event a partial payment with respect to, or a partial right to exercise, such Performance Unit as determined by the Committee in its discretion;

(iii) Separation from Service on account of Disability (other than a 409A Disability) prior to the expiration for any performance period applicable to a Performance Unit granted to the Participant, the Participant shall be entitled to receive, following the expiration of such performance period, a partial payment with respect to, or a partial right to exercise, such Performance Unit as determined by the Committee in its discretion; and

(iv) voluntary termination or involuntary termination with Cause, all Performance Units held by the Participant shall be canceled as of the date of termination.

Section 9. *Other Stock-Based Awards*.

The Committee is hereby authorized to grant to Participants such other Awards (including, without limitation, rights to dividends and dividend equivalents) that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares) as are deemed by the Committee to be consistent with the purposes of the Plan (provided that no rights to dividends and dividend equivalents shall be granted in tandem with an Award of Options or Stock Appreciation Rights). Subject to the terms of the Plan, the Committee shall determine the terms and conditions of such Awards; provided, that (i) if the vesting conditions applicable to any such Award to an employee relate exclusively to the passage of time and continued employment, such time period shall consist of not less than thirty-six (36) months, (ii) if the vesting of the award is contingent upon the achievement of any performance goals over a performance period, the performance period relating to such Award shall be at least twelve (12) months. Shares or other securities delivered pursuant to a purchase right granted under this Section 9 shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, as the Committee shall determine, the value of which consideration, as established by the Committee, shall, except in the case of Substitute Awards, not be less than the Fair Market Value of such Shares or other securities as of the date such purchase right is granted. To the extent that any Other Stock-Based Awards granted by the Committee are subject to Code Section 409A as nonqualified deferred compensation, such Other Stock-Based Awards shall be subject to terms and conditions that comply with the requirements of Code Section 409A to avoid adverse tax consequences under Code Section 409A.

Section 10. *Effect of Termination on Certain Awards.*

Except as otherwise provided by the Committee at the time an Option or Stock Appreciation Right is granted or in any amendment thereto, if a Participant ceases to be employed by, or serve as a non-employee director of, the Company or any Affiliate, then:

(a) if termination is for Cause, all Options and Stock Appreciation Rights held by the Participant that had been granted to the Participant at any time within the fiscal year in which the

termination occurs and the immediately two preceding fiscal years shall be canceled as of the date of termination;

(b) if termination is voluntary or involuntary without Cause, the Participant may exercise each Option or Stock Appreciation Right held by the Participant within three months after such termination (but not after the expiration date of such Award) to the extent such Award was exercisable pursuant to its terms at the date of termination; provided, however, if the Participant should die within three months after such termination, each Option or Stock Appreciation Right held by the Participant may be exercised by the Participant's estate, or by any person who acquires the right to exercise by reason of the Participant's death, at any time within a period of one year after death (but not after the expiration date of the Award) to the extent such Award was exercisable pursuant to its terms at the date of termination;

(c) if termination is (i) by reason of Retirement (or alternatively, in the case of a non- employee director, at a time when the Participant has served for five full years or more and has attained the age of sixty), or (ii) by reason of a Disability, each Option or Stock Appreciation Right held by the Participant shall, at the date or Retirement or Disability, become exercisable to the extent of the total number of shares subject to the Option or Stock Appreciation Right, irrespective of the extent to which such Award would otherwise have been exercisable pursuant to the terms of the Award at the date of Retirement or Disability, and shall otherwise remain in full force and effect in accordance with its terms;

(d) if termination is by reason of the death of the Participant, each Option or Stock Appreciation Right held by the Participant may be exercised by the Participant's estate, or by any person who acquires the right to exercise such Award by reason of the Participant's death, to the extent of the total number of shares subject to the Award, irrespective of the extent to which such Award would have otherwise been exercisable pursuant to the terms of the Award at the date of death, and such Award shall otherwise remain in full force and effect in accordance with its terms.

Section 11. *General Provisions Applicable To Awards.*

(a) Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award. Awards granted in addition to or in tandem with other Awards may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or payment of an Award may be made in such form or forms as the Committee shall determine including, without limitation, cash, Shares, other securities, other Awards, or other property, or any combination thereof, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments. Notwithstanding the foregoing, in no event shall the Company extend any loan to any Participant in connection with the exercise of an Award; provided, however, that nothing contained herein shall prohibit the Company from maintaining or establishing any broker-assisted cashless exercise program.

(d) Unless the Committee shall otherwise determine, no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or by the laws of descent and distribution. In no event may an Award be transferred by a Participant for value. Each Award, and each right under any Award, shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. The provisions of this paragraph shall not apply to any Award which has been fully exercised, earned or paid, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) The Plan and any Award granted hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without regard to any contrary conflict of laws. Any legal proceeding arising out of or relating to the Plan and any Award granted hereunder will be brought exclusively in any state or federal court of competent jurisdiction located within the State of New Jersey and will not be commenced or maintained in any other court.

(f) All certificates for Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any applicable Federal or state securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(g) Every Award (other than an Option or Stock Appreciation Right) to a member of the Executive Group shall, if the Committee intends that such Award should constitute "qualified performance-based compensation" for purposes of Section 162(m) of the Code, include a pre- established formula, such that payment, retention or vesting of the Award is subject to the achievement during a performance period or periods, as determined by the Committee, of a level or levels, as determined by the Committee, of one or more of the following performance measures: (i) Return on Net Assets, (ii) Revenue Growth, (iii) Return on Common Equity, (iv) Total Shareholder Return, (v) Earnings Per Share, (vi) Net Revenue Per Employee (vii) Market Share, (viii) Return on Invested Capital, or (ix) Net Income. For any Award subject to any such pre- established formula, no more than 150,000 Shares can be paid in satisfaction of such Award to any Participant, subject to adjustment as provided in Section 5(e). Notwithstanding any provision of this Plan to the contrary, the Committee shall not be authorized to increase the amount payable under any Award to which this Section 11(f) applies upon attainment of such pre-established formula.

(h) Notwithstanding any other provision of the Plan to the contrary, upon a Change in Control:

(i) All outstanding Awards granted prior to January 1, 2015 shall become fully vested and exercisable, all performance targets applicable to such Awards, if any, shall be deemed to have been met at target performance, and any restrictions applicable to such Awards shall automatically lapse.

(ii) All outstanding Awards granted on or after January 1, 2015 shall become fully vested and exercisable, all performance targets applicable to such Awards, if any, shall be deemed to have been met at target performance, and any restrictions applicable to such Awards shall automatically lapse, except to the extent such Awards are (1) assumed by the successor corporation (or an affiliate thereof) or continued, or (2) replaced with an equity award that preserves the existing value of the Award at the time of the Change in Control on terms that are no less favorable to the Participant than those applicable to the

Award (in each case in clauses (1) and (2), a "Continuing Award"), in which event such Continuing Awards shall remain outstanding and be governed by their respective terms, subject to Section 11(g)(iii) below.

(iii) In the event a Participant holding a Continuing Award is involuntarily terminated without Cause or such Participant terminates employment with the Company for Good Reason (as defined below) within the two-year period commencing on the Change in Control, then, as of the date of such termination, the Continuing Award shall become fully vested and exercisable, all performance targets applicable to the Award, if any, shall be deemed to have been met at target performance, and any other restrictions applicable to any Award shall automatically lapse.

(iv) For purposes of this Section 11(g), the following capitalized terms shall have the meanings provided below.

(A) "Good Reason" means the occurrence (without the Participant's express written consent) of (1) a reduction in the Participant's base salary as in effect immediately prior to the Change in Control or as the same may be increased thereafter from time to time, or a reduction in the Participant's annual performance incentive award opportunity or equity-based compensation that is not in good faith and consistent with past practices, or (2) any change in the location of the Participant's principal place of employment as it existed immediately prior to the Change in Control to a location that is more than twenty-five (25) miles from such principal place of employment. No event described above shall constitute Good Reason unless the Participant gives written notice to the Company of the existence of the event within 90 days after the initial occurrence of such event and the Company has not remedied such within 30 days of receipt of such notice. Notwithstanding the foregoing, if a Participant is a party to a Change in Control Agreement (as defined below), "Good Reason" with respect to such Participant for purposes of this Plan shall have the meaning given to such term in the Change in Control Agreement.

(B) "Change in Control Agreement" means an employment agreement or other agreement or plan between the Company and a Participant and approved by the Board or the Committee that provides for the continued employment of the Participant following a Change in Control and the payment of benefits upon termination of employment in connection with or following a Change in Control.

(v) Notwithstanding anything in this Section 11(g) to the contrary, any Awards that are otherwise subject to Code Section 409A shall not be distributed or payable upon a Change in Control unless the Change in Control otherwise meets the requirements for a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company within the meaning of Code Section 409A and the regulations and other guidance promulgated thereunder; instead such Awards shall be distributed or payable in accordance with the Award's applicable terms.

(i) Non-employee Directors of the Company shall be entitled to defer the receipt of any Shares that may become issuable to them under any Award in accordance with the terms of the 1996 Directors' Deferral Plan, as the same may be hereinafter amended, or any other plan that may be established by the Company that provides for the deferred receipt of such Shares.

(j) Employees of the Company shall be entitled to defer the receipt of any Shares that may become issuable to them under any Award in accordance with the terms of the Deferred Compensation and Retirement Benefit Restoration Plan, as the same may be hereinafter

amended, or any other plan that may be established by the Company that provides for the deferred receipt of such Shares.

(k) Notwithstanding any provision of the Plan to the contrary (but subject to Sections (7)(d) and (e), 8(c), 10, and 11(h) of the Plan), no Award granted under the Plan shall become vested over a period of less than one year following the date the applicable Award is granted; provided, however, that, notwithstanding the foregoing, Awards that result in the issuance of up to 5% of the Shares reserved for issuance under Section 5(a)(ii) may be granted to any one or more Participants without respect to such minimum vesting provisions. Nothing in this Section 11(k) shall preclude the Committee from taking action, in its sole discretion, to accelerate the vesting of any Award in connection with or following a Participant's death, Disability, retirement, termination of service other than for Cause, or the consummation of a Change in Control.

(l) Notwithstanding any provision of the Plan to the contrary, any dividend or dividend equivalent otherwise payable in respect of any Award of Restricted Stock, Restricted Stock Unit, Performance Unit, or Other Stock-Based Award that remains subject to vesting conditions at the time of payment or accrual of such dividend or dividend equivalent shall be retained by the Company and remain subject to the same vesting conditions as the underlying Award to which the dividend relates, and the right to any such accumulated dividends shall be forfeited upon the forfeiture of the Award to which such dividends relate.

Section 12. *Amendments and Termination*.

(a) Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided*, *however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval (A) if the effect thereof is to increase the number of Shares available for issuance under the Plan or to expand the class of persons eligible to participate in the Plan or (B) if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to qualify or comply or (ii) the consent of the affected Participant, if such action would adversely affect the rights of such Participant under any outstanding Award. Notwithstanding anything to the contrary herein, the Committee may amend the Plan in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction outside the United States in a tax-efficient manner and in compliance with local rules and regulations. In all events, no termination or amendment shall be made in a manner that is inconsistent with the requirements under Code Section 409A to allow for tax deferral.

(b) The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an Award; *provided*, *however*, that no such action shall impair the rights of any affected Participant or holder or beneficiary under any Award theretofore granted under the Plan; and *provided further* that, except as provided in Section 5(e), no such action shall reduce the exercise price, grant price or purchase price of any Award established at the time of grant thereof; and *provided further*, that the Committee's authority under this Section 12(b) is limited in the case of Awards subject to Section 11(f), as set forth in Section 11(f); and *provided further*, that the Committee may not act under this Section 12(b) in a way that is inconsistent with the requirements under Code Section 409A to allow for tax deferral. In no event shall an outstanding Option or Stock Appreciation Right for which the exercise price is less than the Fair Market Value of a Share be cancelled in exchange for cash or, except as provided in Section 5(e), replaced with a new

Option or Stock Appreciation Right with a lower exercise price, without approval of the Company's shareholders.

(c) Except as noted in Section 11(f), the Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including, without limitation, the events described in Section 5(e)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) Any provision of the Plan or any Award Agreement to the contrary notwithstanding, in connection with a Business Combination, the Committee may cause any Award granted hereunder to be canceled in consideration of a cash payment or alternative Award made to the holder of such canceled Award equal in value to the Fair Market Value of such canceled Award.

(e) The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect or to otherwise comply with the requirements of Code Section 409A so as to avoid adverse tax consequences under Code Section 409A.

Section 13. *Confidentiality, Non-Solicitation and Non-Compete.*

By accepting an Award under the Plan, a Participant agrees, understands, and acknowledges that the Participant shall be bound by, and shall abide by the Restrictive Covenants. In the event that a Participant breaches any applicable Restrictive Covenant, the Company may claw back or recoup any vested and unvested Awards granted under the Plan to such Participant (including any amounts or benefits arising from such Award) in accordance with Section 14.

Section 14. *Clawback Policies; Recoupment*

Section 15. Notwithstanding any other provision of the Plan to the contrary, any Award granted under the Plan (including any amounts or benefits arising from such Award) shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Company's Policy Regarding the Mandatory Recovery of Compensation and the Company's Policy Regarding the Discretionary Recovery of Compensation, each as the same may be amended from time to time, or any similar policy or policies established by the Company that may apply to the Participant (referred to collectively as the "Policies"). By accepting an Award under the Plan, a Participant agrees and consents to the Company's application, implementation and enforcement of (i) the Policies and (ii) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and expressly agrees that the Company may take such actions as are necessary to effectuate the Policies or applicable law without further consent or action being required by the Participant. The Company's rights under the Policies shall be in addition to, and not in substitution of, the Company's rights under the Plan or otherwise and, in all events, the terms of the Policies shall prevail to the extent that the terms of the Policies conflict with the Plan or any other plan, program, agreement or arrangement.

Section 16. *Miscellaneous*.

(a) No employee, Participant or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants, or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) The Committee may delegate to one or more officers or managers of the Company, or a committee of such officers or managers, the authority, subject to such terms and limitations as the Committee shall determine, to grant Awards to, or to cancel, modify, waive rights with respect to, alter, discontinue, suspend or terminate Awards held by, employees who are not officers or directors of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended. The Committee may delegate to one or more officers or managers of the Company, or a committee of such officers or managers, the authority, subject to such terms and limitations as the Committee shall determine, authority to carry out a specified part or parts of its administrative responsibilities or ministerial functions in connection with the Plan, including but not limited to determining whether the conditions to forfeit an Award have been met and whether any Restrictive Covenant has been breached and any remedy for such breach. Any delegation of authority may be removed by the Committee at any time with or without cause. Notwithstanding the foregoing, (1) any delegation to management with respect to the Plan shall conform with the requirements of the corporate law of New Jersey and with the requirements, if any, of the New York Stock Exchange, in either case as in effect from time to time, (2) interpretations or determinations with respect to an executive officer's rights under an Award or the Plan shall be made by the Committee, and (3) if any action or direction of any person to whom authority hereunder has been delegated conflicts with an action or direction of the Committee, then the authority of the Committee shall supersede that of the delegate with respect to such action or direction. Any action taken by a person under an authorized delegation of authority in compliance with this Section 15.2(b) shall have the same force and effect as if taken directly by the Committee.

(c) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards, or other property) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under the Plan and to take such other action (including, without limitation, providing for elective payment of such amounts in cash, Shares, other securities, other Awards or other property by the Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

(d) Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant from employment, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in such Award.

(f) If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such

provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

(g) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(h) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

Section 17. *Effective Date of Plan.*

The Plan shall be effective as of the date of its approval by the stockholders of the Company.

Section 18. *Term of the Plan*.

No Award shall be granted under the Plan after January 25, 2033. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Exhibit 22

Subsidiary Issuers of Guaranteed Securities

As of June 30, 2025, Becton, Dickinson and Company ("BD") is the guarantor of the senior unsecured registered notes listed below issued by Becton Dickinson Euro Finance S.à r.l. ("BD Finance"). BD owns, directly or indirectly, 100% of BD Finance.

Becton Dickinson Euro Finance S.à r.l.

1.208% Notes due June 4, 2026

0.334% Notes due August 13, 2028

3.553% Notes due September 13, 2029

1.213% Notes due February 12, 2036

4.029% Notes due June 7, 2036

1.336% Notes due August 13, 2041

Exhibit 31

CERTIFICATION

I, Thomas E. Polen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Becton, Dickinson and Company;

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(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2025

/s/ Thomas E. Polen

Thomas E. Polen

Chairman, Chief Executive Officer and President

CERTIFICATION

I, Christopher J. DelOrefice, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Becton, Dickinson and Company;

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(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2025

/s/ Christopher J. DelOrefice

Christopher J. DelOrefice

Executive Vice President and Chief Financial Officer

Exhibit 32

CERTIFICATION

The certification set forth below is being submitted in connection with the Quarterly Report on Form 10-Q of Becton, Dickinson and Company for the quarter ended June 30, 2025 (the "Report") for the purpose of complying with Rule 13a – 14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

I, Thomas E. Polen, the Chief Executive Officer of Becton, Dickinson and Company, certify that:

1. such Report fully complies with the requirements of Section 13(a) of the Exchange Act; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Becton, Dickinson and Company.

Date: August 7, 2025

/s/ Thomas E. Polen
Name: Thomas E. Polen
Chief Executive Officer

CERTIFICATION

The certification set forth below is being submitted in connection with the Quarterly Report on Form 10-Q of Becton, Dickinson and Company for the quarter ended June 30, 2025 (the "Report") for the purpose of complying with Rule 13a – 14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

I, Christopher J. DelOrefice, the Chief Financial Officer of Becton, Dickinson and Company, certify that:

1. such Report fully complies with the requirements of Section 13(a) of the Exchange Act; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Becton, Dickinson and Company.

Date: August 7, 2025

/s/ Christopher J. DelOrefice
Name: Christopher J. DelOrefice
Chief Financial Officer