As filed with the Securities and Exchange Commission on November 24, 2026

Registration No. 333-

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

Form S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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, NJ 07417
(201) 847-6800
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Becton, Dickinson and Company
Employee Stock Purchase Plan
(Full title of the plan)

Stephanie M. Kelly
Chief Securities and Governance Counsel, Corporate Secretary
Becton, Dickinson and Company
1 Becton Drive
Franklin Lanes, NJ 07417
(201) 847-6800
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards. ☐

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Part I of this Registration Statement is omitted in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), and the introductory note to Part I of Form S-8. The document(s) containing the information required by this Part I will be sent or given without charge to participants in the Becton, Dickinson and Company Employee Stock Purchase Plan in accordance with Rule 428(b)(1) under the Securities Act. Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 promulgated under the Securities Act. These document(s) and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

This Registration Statement incorporates by reference the following documents filed by the Registrant with the SEC but not included or delivered with this Registration Statement:

(a) the Registrant's Annual Report on Form 10-K for the fiscal year ended September 30, 2026, filed on November 24, 2026 (the "2026 Annual Report");

(b) all other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since the end of the fiscal year covered by the 2026 Annual Report (excluding any documents or portions of such documents that are furnished under Items 2.02 or 7.01 of Form 8-K and any related exhibits); and

(c) the description of the Registrant's common stock, par value $1.00 ("Common Stock"), which was filed as Exhibit 4(y) to the 2026 Annual Report, including any amendment or report filed for the purpose of updating such description.

We are also incorporating by reference all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement (excluding any documents or portions of such documents that are furnished under Items 2.02 or 7.01 of Form 8-K and any related exhibits) and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, other than any portion of the respective filings furnished, rather than filed, under the applicable SEC rules. The additional information incorporated by reference is a part of this Registration Statement from the date of filing of those documents.

Any statement contained in a document incorporated by (or deemed incorporated by) reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein (or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

The information relating to the Registrant contained in this Registration Statement should be read together with the information in the documents incorporated by reference herein.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 3-5 of Title 14A of the New Jersey Business Corporation Act, as amended (the "NJBCA"), stipulates that, unless limited by its certificate of incorporation, by-laws, a resolution of its board of directors or of its shareholders, an agreement or other proper corporate action, in effect at the time of the accrual of the alleged cause of action asserted in a proceeding, which prohibits, limits or otherwise conditions the exercise of indemnification powers by the corporation or the rights of indemnification to which a corporate agent may be entitled, a New Jersey corporation has the power to indemnify a corporate agent against expenses and liabilities in connection with any proceeding, including any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of being or having been such corporate agent, if such agent acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe such conduct was unlawful. However, in a proceeding by or in the right of the corporation, no indemnification shall be provided in respect of any claim, issue or matter as to which such corporate agent shall have been adjudged to be liable to the corporation, unless and only to the extent that the New Jersey Superior Court or the court in which such proceeding was brought determines upon application that despite the adjudication of liability, but in view of all circumstances of the case, such corporate agent is fairly and reasonably entitled to indemnity for such expenses as the New Jersey Superior Court or such other court shall deem proper. Unless otherwise provided in the corporation's organizational documents, the determination that the corporate agent is eligible for indemnification pursuant to the NJBCA shall be made: (1) by the board of directors or a committee thereof, acting by a majority vote of a quorum consisting of directors who were not parties to or otherwise involved in the proceeding; (2) if such a quorum is not obtainable, or, even if obtainable and such quorum of the board of directors or committee by a majority vote of the disinterested directors so directs, by independent legal counsel, in a written opinion, such counsel to be designated by the board of directors; or (3) by the shareholders if the certificate of incorporation or bylaws or a resolution of the board of directors or of the shareholders so directs.

The indemnification and advancement of expenses provided by or granted pursuant to the NJBCA does not exclude any other rights, including the right to be indemnified against liabilities and expenses incurred in proceedings by or in the right of the corporation, to which a corporate agent may be entitled under a certificate of incorporation, bylaw, agreement, vote of shareholders, or otherwise; provided that no indemnification shall be made to or on behalf of a corporate agent if a judgment or other final adjudication adverse to the corporate agent establishes that such agent's acts or omissions: (1) were in breach of such agent's duty of loyalty to the corporation or its shareholders; (2) were not in good faith or involved a knowing violation of law; or (3) resulted in receipt by the corporate agent of an improper personal benefit.

The Registrant's restated certificate of incorporation provides that, to the full extent that applicable law permits the limitation or elimination of the liability of directors, no director or officer will be personally liable to the Registrant or its shareholders for damages for breach of any duty owed to the Registrant or its shareholders.

The Registrant's bylaws provide that, to the full extent that applicable law permits the limitation or elimination of the liability of any corporate agent, the Registrant will indemnify any corporate agent involved in any proceeding by reason of the fact that such agent is, or was, a corporate agent of the Registrant. The reasonable expenses incurred by a director or officer in defending or investigating a proceeding will be paid by the Registrant in advance of the final disposition of such proceeding upon receipt of an undertaking (reasonably satisfactory to the Registrant) by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Registrant.

Any indemnification under the Registrant's bylaws will be made by the Registrant only as authorized in the specific case upon a determination that indemnification of the corporate agent is proper in the circumstances, because such person has met the applicable standard of conduct set forth in the NJBCA. With respect to directors or officers of the Registrant, such determination shall be made: (1) by a majority vote of the directors who are not parties to such proceeding, even though less than a quorum; (2) if there are no such directors, or if such directors so direct, in a written opinion by independent legal counsel designated by the board of directors; or (3) by the shareholders. With respect to all other corporate agents and unless otherwise directed by the board of directors, such determination may be made by the Registrant's general counsel.

The Registrant maintains a standard policy of officers' and directors' liability insurance.

The foregoing is only a general summary of certain aspects of New Jersey law and the Registrant's restated certificate of incorporation and bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of those Sections of the NJBCA referenced above and the restated certificate of incorporation and bylaws of the Registrant.

ITEM 8. EXHIBITS.

Exhibit Number	Exhibit Description
3.1	Restated Certificate of Incorporation of Becton, Dickinson and Company, dated as of January 30, 2019 (incorporated by reference to Exhibit 3 to the Registrant's Quarterly Report on Form 10-Q for the period ended December 31, 2018).
3.2	Amended and Restated Bylaws of Becton, Dickinson and Company, as amended as of April 28, 2026 (incorporated by reference to Exhibit 3 to the Registrant's Current Report on Form 8-K filed on April 29, 2026).
5.1	Opinion of Polsinelli PC (filed herewith).
10.1	Becton, Dickinson and Company Employee Stock Purchase Plan (filed herewith).
23.1	Consent of Ernst & Young LLP (filed herewith).
23.2	Consent of Polsinelli PC (included in Exhibit 5.1 filed herewith).
24	Power of Attorney (included on signature page of this Registration Statement).
107.1	Filing fee table (filed herewith).

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; *provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) of this Item do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such

director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the County of Franklin Lakes, State of New Jersey, on November 24, 2026.

Becton, Dickinson and Company

By: /s/ STEPHANIE M. KELLY
Name: Stephanie M. Kelly
Title: Chief Securities and Governance Counsel, Corporate Secretary

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Thomas E. Polen, Lanesha Minnix and Stephanie M. Kelly, and each of them, each of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated and on the dates indicated below.

Signature	Title	Date
/s/ THOMAS E. POLEN Thomas E. Polen	Chairman, Chief Executive Officer, President and Director (Principal Executive Officer)	November 24, 2026
/s/ VITOR ROQUE Vitor Roque	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	November 24, 2026
/s/ PAMELA SPIKNER Pamela Spikner	Senior Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	November 24, 2026
/s/ WILLIAM M. BROWN William M. Brown	Director	November 24, 2026
/s/ CARRIE L. BYINGTON Carrie L. Byington	Director	November 24, 2026
/s/ R. ANDREW ECKERT R. Andrew Eckert	Director	November 24, 2026
/s/ GREGORY J. HAYES Gregory J. Hayes	Director	November 24, 2026
/s/ JEFFREY W. HENDERSON Jeffrey W. Henderson	Director	November 24, 2026
/s/ ROBERT L. HUFFINES Robert L. Huffines	Director	November 24, 2026
/s/ CHRISTOPHER JONES Christopher Jones	Director	November 24, 2026

/s/ TIMOTHY M. RING Timothy M. Ring	Director	November 24, 2026
/s/ BERTRAM L. SCOTT Bertram L. Scott	Director	November 24, 2026
/s/ JOANNE WALDSTREICHER Joanne Waldstreicher	Director	November 24, 2026
/s/ JACQUELINE WRIGHT Jacqueline Wright	Director	November 24, 2026

Exhibit 5.1

November 24, 2026

Becton, Dickinson and Company
1 Becton Drive
Franklin Lakes, NJ 07417

Re: Becton, Dickinson and Company Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Becton, Dickinson and Company, a New Jersey corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-8 (the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act by the Company of 2,500,000 shares (the "Shares") of the Company's common stock, par value $1.00 per share, issuable under the Becton, Dickinson and Company Employee Stock Purchase Plan (the "ESPP"). This opinion is being issued pursuant to the requirements of the Act.

In so acting, we have examined and relied upon the original or a copy, certified or otherwise identified to our satisfaction, of: (i) the ESPP (ii) the Registration Statement and all exhibits thereto; (iii) the Restated Certificate of Incorporation of Becton, Dickinson and Company, dated as of January 30, 2019; (iv) the Amended and Restated Bylaws of Becton, Dickinson and Company, as amended as of April 28, 2026; and (v) such other documents, certificates and records as we have deemed necessary or appropriate to form the basis for the opinions set forth herein.

In rendering the opinions set forth herein, we have relied, without investigation, on each of the following assumptions: (i) the legal capacity of each natural person to take all actions required of each such person in connection with the Registration Statement and the registration, issuance and sale of the Shares; (ii) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a duplicate or a certified or conformed copy

and the authenticity of the original of each document received by us as a duplicate or a certified or conformed copy; (iii) as to matters of fact, the truthfulness, accuracy and completeness of the information, representations and warranties of the Company made in the Registration Statement and in the records, documents, instruments, certificates and statements we have reviewed; (iv) the due execution and delivery of all documents (except that no such assumption is made as to the Company) where due execution and delivery are a prerequisite to the effectiveness thereof; and (v) that there has been no undisclosed waiver of any right, remedy or provision contained in such documents. As to any facts material to the opinion expressed herein, which were not independently established or verified, we have relied, to the extent we have deemed reasonably appropriate, upon statements and representations of officers or directors of the Company.

Based on the foregoing, and subject to the assumptions, qualifications and limitations stated herein, we are of the opinion that the Shares have been duly authorized and, when issued and paid for in the manner described in the ESPP, the Shares will be validly issued, fully paid and non-assessable.

This opinion is rendered solely in connection with the filing of the Registration Statement, is limited to the matters stated herein, and no opinions may be implied or inferred beyond the matters expressly stated herein. This opinion may not be relied upon for any other purpose without our prior written consent in each instance. Further, no portion of this letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent.

The opinion expressed herein is limited to the federal securities laws of the United States of America and the corporate laws of the State of New Jersey and we express no opinion as to matters governed by laws of any jurisdiction other than the federal securities laws of the United States of America and the corporate laws of the State of New Jersey, as in effect on the date hereof. This opinion speaks only as of the date hereof and we assume no obligation to update or supplement such opinions to reflect any facts or circumstances that may hereafter come to our attention, whether existing before or arising after the date hereof, or any changes in law that may hereafter occur.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not admit that we come within the category of persons whose consent is required by Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Sincerely,

/s/ Polsinelli PC

POLSINELLI PC

Exhibit 10.1

EMPLOYEE STOCK PURCHASE PLAN
OF
BECTON, DICKINSON AND COMPANY

Effective as of January 1, 2027, the Employee Stock Purchase Plan of Becton, Dickinson and Company (the "Plan") provides Eligible Employees of Becton, Dickinson and Company (the "Corporation") and its Subsidiaries an opportunity to purchase shares of Common Stock of the Corporation on the terms and conditions set forth below. The Plan is intended to qualify as an employee stock purchase plan under Section 423 of the Internal Revenue Code of 1986, as amended.

SECTION I. DEFINITIONS.

1.01 "*Board*" shall mean the Board of Directors of the Corporation.

1.02 "*Brokerage Account*" shall mean the account in which the purchased shares of Common Stock are held.

1.03 "*Business Day*" shall mean any day the New York Stock Exchange is open for business.

1.04 "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

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

1.06 "*Common Stock*" shall mean the Corporation's Common Stock, par value $1.00 per share.

1.07 "*Compensation*" shall mean, with respect to a Participant, the total cash remuneration in the form of salary or wages or both paid to the Participant during the applicable payroll period. For the avoidance of doubt, Compensation shall exclude any (i) bonuses, (ii) compensation paid while a Participant is taking a leave of absence, and (iii) amounts payable under any long-term incentive plan maintained by the Corporation or any of its Subsidiaries.

1.08 "*Eligible Employee*" shall mean each employee of the Corporation or any Participating Subsidiary, except: (i) an employee whose customary employment is fewer than 20 hours per week; (ii) an employee whose customary employment is for fewer than five (5) months in any calendar year; and (iii) an employee who is a Section 16 officer, as determined by the Company in accordance with Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended.

1.09 "*Fair Market Value*" shall mean on a given date, (i) if there should be a public market for the Common Stock on such date, the arithmetic mean of the high and low prices of the Common Stock as reported on such date on the Composite Tape of the principal national securities exchange on which shares of Common Stock are listed or admitted to trading, or, if shares of Common Stock are not listed or admitted on any national securities exchange, the arithmetic mean of the per share closing bid price and per share closing asked price of the Common Stock on such date as quoted on the New York Stock Exchange (or such market in which such prices are regularly quoted) (the "NYSE"), or, if no sale of Common Stock shall have been reported on the Composite Tape of any national securities exchange or quoted on the NYSE on such date, then the immediately preceding date on which sales of shares of Common Stock have been so reported or quoted shall be used, and (ii) if there should not be a public market for the Common Stock on such date, the Fair Market Value shall be the value established by the Committee in good faith.

1.10 "*Grant Date*" shall mean each January 1 and July 1.

1.11 "*Option*" shall mean an option to purchase shares of Common Stock under the Plan, pursuant to the terms and conditions hereof.

1.12 "*Participant*" shall mean an Eligible Employee who is participating in the Plan pursuant to Section IV.

1.13 "*Participating Subsidiary*" means each domestic Subsidiary other than those that the Committee or the Board has excluded from participation in the Plan.

1.14 "*Purchase Date*" shall mean, except as provided in Section XIV, each June 30 and December 31 (or the preceding Business Day if such date is not a Business Day).

1.15 "*Purchase Price*" shall mean the lesser of 85% of the Fair Market Value of Common Stock on such Grant Date and 85% of the Fair Market Value of a share of Common Stock on such Purchase Date.

1.16 "*Plan*" shall mean the Employee Stock Purchase Plan of Becton, Dickinson and Company, as amended from time to time.

1.17 "*Plan Account*" shall mean an account maintained by the Corporation or its designated recordkeeper for each Participant to which the Participant's payroll deductions are credited, against which funds used to purchase shares of Common Stock are charged and to which shares of Common Stock purchased are credited.

1.18 "*Purchase Period*" shall mean the time period between the Grant Date of an Option and the Purchase Date for that Option.

1.19 "*Subsidiary*" shall mean any corporation, other than the Corporation, in an unbroken chain of corporations beginning with the Corporation if, at the time of the granting of the Option, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

SECTION II. COMMON STOCK SUBJECT TO PLAN.

Subject to Section XI, the aggregate number of shares of Common Stock which may be sold under the Plan is 2,500,000. The Corporation may make open-market purchases to provide shares of Common Stock for purchase under the Plan or sell Treasury shares or issue authorized but unissued shares of Common Stock.

SECTION III. PARTICIPATION IN THE PLAN.

3.01 *Election to Participate*. An Eligible Employee may participate in the Plan by completing and filing with the Corporation or its designated recordkeeper an election form which authorizes payroll deductions from the Eligible Employee's Compensation during the enrollment period designated by the Committee. Such deductions shall commence on the first Grant Date thereafter and shall continue until the Employee terminates participation in the Plan, becomes ineligible to participate in the Plan, or the Plan is terminated. An Eligible Employee may participate in the Plan only through payroll deductions. Other contributions will not be accepted.

3.02 *Termination of Participation*.

(a) A Participant may, at any time and for any reason, voluntarily terminate participation in the Plan by written notification of withdrawal delivered to the appropriate payroll office. Such Participant's payroll deductions under the Plan shall cease as soon as practicable following delivery of such notice.

(b) A Participant's participation in the Plan shall be terminated upon termination of such Participant's employment with the Corporation and its Participating Subsidiaries for any reason or when the Participant becomes ineligible to participate in the Plan.

(c) If the former Participant remains employed by the Corporation or any of its Participating Subsidiaries after termination of participation in the Plan, any payroll deductions credited to such Participant's Plan Account shall be used to purchase shares of Common Stock on the next Purchase Date.

(d) If the former Participant is no longer employed by the Corporation or any of its Participating Subsidiaries after termination of participation in the Plan, any payroll deductions credited to such Participant's Plan Account shall be paid to such Participant in cash as soon as practicable following termination of employment.

(e) If a Participant employed by the Corporation or any of its Participating Subsidiaries transfers to an international affiliate of the Corporation, the Participant's participation in the Plan shall be terminated for the period of time in which the Participant does not have United States source income.

(f) An Eligible Employee whose participation in the Plan was terminated may rejoin the Plan by filing a new election form during the next enrollment period or a subsequent enrollment period in accordance with subsection (a).

3.03 *Limitations for Certain Eligible Employees*. Notwithstanding the foregoing, an Eligible Employee shall not be granted an Option on any Grant Date if such employee, immediately after the Option is granted, owns stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Corporation or any Subsidiary. For purposes of this paragraph, the rules of Code Section 424(d) shall apply in determining the stock ownership of an individual, and stock which an employee may purchase under outstanding options shall be treated as stock owned by the employee.

SECTION IV. PAYROLL DEDUCTIONS.

4.01 *General*. Payroll deductions shall be made from the Compensation paid to each Participant for each payroll period in such whole percentage from 1% to 10% as the Participant shall authorize in such Participant's election form. The Participant's payroll deduction limitation shall remain in effect for consecutive purchase periods unless the Participant chooses to revoke or revise the election or becomes ineligible to participate in the Plan.

4.02 *Changes in Payroll Deductions*. Subject to the minimum and maximum deductions set forth above, a Participant may change the amount of such Participant's payroll deductions as of the next Grant Date by filing a new election form with the Corporation or its designated recordkeeper no later than the time prescribed by the Corporation which shall be no later than the day before the next Grant Date. The change shall be effective until revoked in writing and filed with the Corporation or its designated recordkeeper.

SECTION V. PURCHASE OF SHARES OF COMMON STOCK.

5.01 *Option Grant*. On each Grant Date, each Participant shall be deemed to have been granted an Option.

5.02 *Limits on Purchase*. No Eligible Employee may be granted an Option which permits such Eligible Employee to purchase Common Stock under the Plan, and any other stock purchase plan of the Corporation or any Subsidiary that is qualified under Section 423 of the Code, to accrue at a rate which exceeds $20,000 of Fair Market Value of such stock (determined at the time such Option is granted) for each calendar year in which the Option is outstanding at any time. The maximum number of shares of Common Stock that may be purchased by any Participant on in any calendar year equals the lesser of (a) $20,000 divided by the Fair Market Value of a share of Common Stock on the Grant Date, or (b) 20,000 shares.

5.03 *Purchase Period*. Generally, the Purchase Period for any Option under the Plan shall be six (6) months. Pursuant to Code Section 423, in no event shall a Purchase Period be longer than twenty-seven (27) months.

5.04 *Purchase*. On each Purchase Date, each Participant shall be deemed, without any further action, to have purchased that number of shares of Common Stock (which may include fractional shares) determined by dividing the Purchase Price into the balance in the Participant's Plan Account on the Purchase Date.

5.05 *Participant Statements*. As soon as practicable after each Purchase Date, a statement shall be delivered to each Participant which shall include (i) the number of shares of Common Stock purchased on the Purchase Date on behalf of such Participant under the Plan, (ii) the purchase price per share, and (iii) the total amount of cash transferred to the Participant's Plan Account pursuant to payroll deductions.

SECTION VI. RIGHTS AS A SHAREHOLDER.

As of the Purchase Date, a Participant shall be treated as record owner of such Participant's shares purchased pursuant to the Plan.

SECTION VII. ISSUANCE OF STOCK.

The shares of Common Stock purchased by each Participant shall be issued in book entry form and shall be considered to be issued and outstanding to such Participant's credit as of the Purchase Date. The Committee may permit or require that shares be deposited directly in a Brokerage Account with one or more brokers designated by the Committee or to one or more designated agents of the Company, and the Committee may use electronic or automated methods of share transfer. The Committee may require that shares of Common Stock be retained with such brokers or agents for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares of Common Stock, and may also impose a transaction fee with respect to a sale of shares of Common Stock issued to a Participant's credit and held by such a broker or agent. The Committee may permit shares of Common Stock purchased under the Plan to participate in a dividend reinvestment plan or program maintained by the Company, and establish a default method for the payment of dividends.

SECTION VIII. RIGHTS NOT TRANSFERABLE.

Rights under the Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during the Participant's lifetime only by the Participant or by the Participant's guardian or legal representative. No rights or payroll deductions of a Participant shall be subject to execution, attachment, levy, garnishment or similar process.

SECTION IX. SALE OF PURCHASED STOCK.

An Eligible Employee must promptly advise the Corporation of any disposition of any shares of Common Stock purchased by the Eligible Employee under the Plan if such disposition shall have occurred within two years after the Grant Date immediately preceding the Purchase Date on which the Eligible Employee purchased such shares.

SECTION X. APPLICATION OF FUNDS.

All funds of Participants received or held by the Corporation under the Plan before purchase of the shares of Common Stock shall be held by the Corporation without liability for interest or other increment.

SECTION XI. ADJUSTMENTS IN CASE OF CHANGES AFFECTING SHARES.

In the event of a subdivision or consolidation of outstanding shares of Common Stock, or the payment of a stock dividend, the number of shares approved for the Plan shall be increased or decreased proportionately, and such other adjustment shall be made as may be deemed equitable by the Committee. In the event of any other change affecting the Common Stock, such adjustment shall be made as shall be deemed equitable by the Committee to give proper effect to such event.

SECTION XII. ADMINISTRATION OF THE PLAN.

The Plan shall be administered by the Committee. The Committee shall have authority to make rules and regulations for the administration of the Plan and its interpretations, and decisions with regard to the Plan and such rules and regulations shall be final and conclusive. In addition, the Committee may designate Participating Subsidiaries from time to time in its sole discretion. Further, to the extent not prohibited by applicable law, the Committee may, from time to time, delegate some or all of its authority under the Plan to one or more officers of the Corporation or other persons or groups of persons as it deems necessary, appropriate or advisable under conditions or limitations that it may set at or after the time of the delegation. The Committee may retain the authority to concurrently administer the Plan with its delegate and may, at any time, revest in the Committee some or all of the powers previously delegated. It is intended that the Plan shall at all times meet the requirements of Code Section 423, if applicable, and the Committee shall, to the extent possible, interpret the provision of the Plan so as to carry out such intent. The Board or the Committee may engage the services of a brokerage firm or financial institution to perform certain ministerial and procedural duties under the Plan including, but not limited to, mailing and receiving notices contemplated under the Plan, determining the number of purchased shares of Common Stock for each Participant, maintaining or causing to be maintained the Plan Account and the Brokerage Account, disbursing funds maintained in the Plan Account or proceeds from the sale of shares of Common Stock through the Brokerage Account, and filing with the appropriate tax authorities proper tax returns and forms (including information returns) and providing to each Participant statements as required by law or regulation.

SECTION XIII. AMENDMENTS TO THE PLAN.

The Committee may amend the Plan at any time provided that no amendment shall be made without the approval of shareholders of the Corporation that would cause the Plan to fail to meet the applicable requirements of Code Section 423. As such, the stockholders of the Corporation are required to approve any amendment within 12 months after the amendment's effective date if the amendment increases the aggregate number of shares that may be issued under the Plan, changes the employees eligible to participate in the Plan, or changes the designation of any corporation whose employees participate in the Plan.

SECTION XIV. TERMINATION OF THE PLAN.

The Plan shall terminate upon the earlier of (i) the termination of the Plan by the Board or (b) the date no more shares remain to be purchased under the Plan. If the Board terminates the Plan, the date of termination shall be deemed a Purchase Date. If on such Purchase Date Participants in the aggregate have Options to purchase more shares of Common Stock than are available for purchase under the Plan, each Participant shall be eligible to purchase a reduced number of shares of Common Stock on a pro rata basis, and any excess payroll deductions shall be returned to Participants, as determined by the Committee.

SECTION XV. COSTS.

All costs and expenses incurred in administering the Plan shall be paid by the Corporation. Any costs or expenses of selling shares of Common Stock acquired pursuant to the Plan shall be borne by the holder thereof.

SECTION XVI. GOVERNMENTAL REGULATIONS.

The Corporation's obligation to sell and deliver Common Stock pursuant to the Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.

SECTION XVII. APPLICABLE LAW.

The Plan shall be interpreted under the laws of the United States of America and, to the extent not inconsistent therewith, by the laws of the State of New Jersey. The Plan is not to be subject to the Employee Retirement Income Security Act of 1974, as amended, but is intended to comply with Code Section 423, if applicable. Any provisions required to be set forth in the Plan by such Code section are hereby included as fully as if set forth in the Plan in full.

SECTION XVIII. EFFECT ON EMPLOYMENT.

The provisions of the Plan and the participation of a Participant shall impose no obligation on the Corporation or any Subsidiary to continue the employment of a Participant and shall not lessen or affect the Corporation's or Subsidiary's right to terminate the employment of such Participant.

SECTION XIX. WITHHOLDING.

The Corporation reserves the right to withhold from stock or cash distributed to a Participant any amounts which it is required by law to withhold.

SECTION XX. SALE OF CORPORATION.

In the event of a proposed sale of all or substantially all of the assets of the Corporation or a merger of the Corporation with or into another corporation, the Corporation shall require that each outstanding Option be assumed or an equivalent right to purchase stock of the successor or purchaser corporation be substituted by the successor or purchaser corporation, unless the Plan is terminated. In the event that the Plan is not terminated prior to or in connection with the proposed sale or merger, the shareholders of the successor or purchaser corporation are required to approve the adoption of the Plan within 12 months after the effective date of the sale or merger.

SECTION XXI. INDEMNIFICATION.

Each person who is or shall have been (a) a member of the Board, (b) a member of the Committee, or (c) an officer or employee of the Company to whom authority was delegated in relation to this Plan, shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit or proceeding against him or her; provided, however, that he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf, unless such loss, cost, liability or expense is a result of his or her own willful misconduct or except as expressly provided by statute. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's certificate of incorporation or bylaws, any contract with the Company, as a matter of law, or otherwise, or of any power that the Company may have to indemnify them or hold them harmless.

SECTION XXII. EFFECTIVE DATE.

The Plan originally became effective as of January 1, 2027, and was approved by the shareholders of the Corporation on January 26, 2027.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Becton, Dickinson and Company Employee Stock Purchase Plan (the "Plan") of our reports dated November 24, 2026, with respect to the consolidated financial statements of Becton, Dickinson and Company and the effectiveness of internal control over financial reporting of Becton, Dickinson and Company included in its Annual Report (Form 10-K) for the year ended September 30, 2026, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

New York, New York
November 24, 2026

Calculation of Filing Fee Tables

S-8

BECTON DICKINSON & CO

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common Stock	Other	2,500,000	$ 214.86	$ 537,150,000.00	0.000087	$ 46,732.05
				Total Offering Amounts:		$ 537,150,000.00		$ 46,732.05
				Total Fee Offsets:				$ 0.00
				Net Fee Due:				$ 46,732.05

Offering Note

[1] Estimated solely for the purpose of calculating the registration fee in accordance with Rules 457(c) and 457(h) under the Securities Act of 1933, as amended, on the basis of the average of the reported high and low sales prices for the Registrant's Common Stock, as reported by the New York Stock Exchange on November 18, 2026.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

		Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
						Rule 457(p)						
Fee Offset Claims												
Fee Offset Sources												