

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

FORM 10-Q

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

For the quarterly period ended March 31, 2026

**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 0-16211

DENTSPLY SIRONA Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

39-1434669
(I.R.S. Employer
Identification No.)

13320 Ballantyne Corporate Place, Charlotte, North Carolina
(Address of principal executive offices)

28277-3607
(Zip Code)

(844) 848-0137
(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 \$0.01 per share	XRAY	The Nasdaq Stock Market LLC

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 during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: At April 24, 2026, DENTSPLY SIRONA Inc. had 200,326,683 shares of common stock outstanding.

DENTSPLY SIRONA Inc.

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General

Unless otherwise stated herein or the context otherwise indicates, references throughout this Form 10-Q to “Dentsply Sirona,” or the “Company,” “we,” “us” or “our” refer to DENTSPLY SIRONA Inc., together with its subsidiaries on a consolidated basis.

Forward-Looking Statements and Associated Risks

All statements included or incorporated by reference in this Form 10-Q that do not directly and exclusively relate to historical facts constitute “forward-looking statements.” These statements represent current expectations and beliefs, and no assurance can be given that the results described in such statements will be achieved. Forward-looking statements are subject to numerous assumptions, risks, uncertainties, and other factors that could cause actual results to differ materially from those described in such statements. Many of these factors are outside of our control, including those described in Part I, Item 1A, “Risk Factors” of the Company’s most recent Annual Report on Form 10-K, Part II, Item 1A, “Risk Factors” of the Company’s Quarterly Reports on Form 10-Q for any subsequent fiscal quarters, and any updating information or other factors which may be described in the Company’s other filings with the Securities and Exchange Commission (the “SEC”). No assurance can be given that any expectation, belief, goal or plan set forth in any forward-looking statement can or will be achieved, and readers are cautioned not to place undue reliance on such statements which speak only as of the date they are made. We do not undertake any obligation to update or release any revisions to any forward-looking statement or to report any events or circumstances after the date of this Form 10-Q or to reflect the occurrence of unanticipated events.

Investors should understand it is not possible to predict or identify all relevant risks and other factors which could cause actual results to differ materially from statements made on the basis of our current expectations and beliefs. As such, you should not consider the risks identified in the Company’s SEC filings to be a complete discussion of all potential risks or uncertainties associated with an investment in the Company.

PART I – FINANCIAL INFORMATION

Item 1 – Financial Statements

**DENTSPLY SIRONA INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS**

(in millions, except per share amounts)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 880	\$ 879
Cost of products sold	453	413
Gross profit	427	466
Selling, general, and administrative expenses	351	358
Research and development expenses	44	36
Restructuring and other costs	67	9
Operating (loss) income	(35)	63
Other income and expenses:		
Interest expense, net	24	19
Other (income) expense, net	(17)	—
(Loss) income before income taxes	(42)	44
(Benefit) provision for income taxes	(32)	25
Net (loss) income	(10)	19
Less: Net loss attributable to noncontrolling interest	—	(1)
Net (loss) income attributable to Dentsply Sirona	\$ (10)	\$ 20
(Loss) earnings per common share attributable to Dentsply Sirona:		
Basic	\$ (0.05)	\$ 0.10
Diluted	\$ (0.05)	\$ 0.10
Weighted average common shares outstanding:		
Basic	199.9	199.1
Diluted	199.9	199.8

See accompanying Notes to Unaudited Interim Consolidated Financial Statements.

DENTSPLY SIRONA INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(in millions)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Net (loss) income	\$ (10)	\$ 19
Other comprehensive (loss) income, net of tax:		
Foreign currency translation (loss) gain	(17)	87
Net gain (loss) on derivative financial instruments	1	(16)
Total other comprehensive (loss) income, net of tax	(16)	71
Total comprehensive (loss) income	(26)	90
Less: Comprehensive loss attributable to noncontrolling interests	—	(1)
Total comprehensive (loss) income attributable to Dentsply Sirona	\$ (26)	\$ 91

See accompanying Notes to Unaudited Interim Consolidated Financial Statements.

DENTSPLY SIRONA INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in millions, except share and per share amounts)
(unaudited)

	March 31, 2026	December 31, 2025
Assets		
Current Assets:		
Cash and cash equivalents	\$ 190	\$ 326
Accounts and notes receivable-trade, net	622	688
Inventories, net	659	642
Prepaid expenses and other current assets	374	367
Total Current Assets	1,845	2,023
Property, plant, and equipment, net	858	861
Operating lease right-of-use assets, net	139	139
Identifiable intangible assets, net	924	974
Goodwill	1,142	1,148
Other noncurrent assets	321	284
Total Assets	\$ 5,229	\$ 5,429
Liabilities and Equity		
Current Liabilities:		
Accounts payable	\$ 259	\$ 300
Accrued liabilities	688	700
Income taxes payable	30	30
Notes payable and current portion of long-term debt	230	313
Total Current Liabilities	1,207	1,343
Long-term debt	2,006	2,015
Operating lease liabilities	95	93
Deferred income taxes	84	94
Other noncurrent liabilities	518	544
Total Liabilities	3,910	4,089
Commitments and contingencies (Note 14)		
Equity:		
Preferred stock, \$1.00 par value; 0.25 million shares authorized; no shares issued	—	—
Common stock, \$0.01 par value; 400.0 million shares authorized, and 264.5 million shares issued at March 31, 2026 and December 31, 2025 200.3 million and 199.6 million shares outstanding at March 31, 2026 and December 31, 2025	3	3
Capital in excess of par value	6,616	6,644
Accumulated deficit	(1,574)	(1,564)
Accumulated other comprehensive loss	(655)	(639)
Treasury stock, at cost, 64.2 million and 64.9 million shares at March 31, 2026 and December 31, 2025, respectively	(3,072)	(3,105)
Total Dentsply Sirona Equity	1,318	1,339
Noncontrolling interests	1	1
Total Equity	1,319	1,340
Total Liabilities and Equity	\$ 5,229	\$ 5,429

See accompanying Notes to Unaudited Interim Consolidated Financial Statements.

DENTSPLY SIRONA INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(in millions, except per share amounts)
(unaudited)

	Common Stock	Capital in Excess of Par Value	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Dentsply Sirona Equity	Noncontrolling Interests	Total Equity
Balance at December 31, 2025	\$ 3	\$ 6,644	\$ (1,564)	\$ (639)	\$ (3,105)	\$ 1,339	\$ 1	\$ 1,340
Net loss	—	—	(10)	—	—	(10)	—	(10)
Other comprehensive (loss) income	—	—	—	(16)	—	(16)	—	(16)
Stock-based compensation expense	—	8	—	—	—	8	—	8
Funding of employee stock purchase plan	—	(5)	—	—	7	2	—	2
Restricted stock unit distributions	—	(31)	—	—	27	(4)	—	(4)
Balance at March 31, 2026	<u>\$ 3</u>	<u>\$ 6,616</u>	<u>\$ (1,574)</u>	<u>\$ (655)</u>	<u>\$ (3,072)</u>	<u>\$ 1,318</u>	<u>\$ 1</u>	<u>\$ 1,319</u>

	Common Stock	Capital in Excess of Par Value	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Dentsply Sirona Equity	Noncontrolling Interests	Total Equity
Balance at December 31, 2024	\$ 3	\$ 6,640	\$ (835)	\$ (730)	\$ (3,136)	\$ 1,942	\$ 1	\$ 1,943
Net income (loss)	—	—	20	—	—	20	(1)	19
Other comprehensive loss	—	—	—	71	—	71	—	71
Stock-based compensation expense	—	10	—	—	—	10	—	10
Funding of employee stock purchase plan	—	(3)	—	—	5	2	—	2
Restricted stock unit distributions	—	(17)	—	—	14	(3)	—	(3)
Restricted stock unit dividends	—	1	(1)	—	—	—	—	—
Cash dividends declared (\$0.16 per share)	—	—	(32)	—	—	(32)	—	(32)
Balance at March 31, 2025	<u>\$ 3</u>	<u>\$ 6,631</u>	<u>\$ (848)</u>	<u>\$ (659)</u>	<u>\$ (3,117)</u>	<u>\$ 2,010</u>	<u>\$ —</u>	<u>\$ 2,010</u>

See accompanying Notes to Unaudited Interim Consolidated Financial Statements.

DENTSPLY SIRONA INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(in millions)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net (loss) income	\$ (10)	\$ 19
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	38	34
Amortization of intangible assets	41	45
Deferred income taxes	(60)	1
Stock-based compensation expense	8	10
Other non-cash (income) expense	(15)	9
Gain on disposal of assets	(6)	—
Changes in operating assets and liabilities:		
Accounts and notes receivable-trade, net	60	(31)
Inventories, net	(23)	(26)
Prepaid expenses and other current assets	19	(1)
Other noncurrent assets	1	4
Accounts payable	2	14
Accrued liabilities	(20)	(44)
Income taxes	7	(12)
Other noncurrent liabilities	(2)	(15)
Net cash provided by operating activities	40	7
Cash flows from investing activities:		
Capital expenditures	(52)	(19)
Net investment hedge settlements	(7)	—
Other investing activities	6	2
Net cash used in investing activities	(53)	(17)
Cash flows from financing activities:		
Proceeds from 364-day bridge loan	—	435
Repayments on short-term borrowings	(51)	(272)
Cash dividends paid	(32)	(32)
Repayments on long-term borrowings	(31)	(2)
Cash paid for deferred financing costs	—	(3)
Other financing activities, net	(5)	(3)
Net cash (used in) provided by financing activities	(119)	123
Effect of exchange rate changes on cash and cash equivalents	(4)	13
Net (decrease) increase in cash and cash equivalents	(136)	126
Cash and cash equivalents at beginning of period	326	272
Cash and cash equivalents at end of period	\$ 190	\$ 398
Supplemental disclosures of cash flow information:		
Interest paid, net of amounts capitalized	\$ 44	\$ 13
Non-cash investing activities:		
Property, plant and equipment in accounts payable at end of period	\$ 29	\$ 22
Exchange of inventory for naming and other rights	\$ —	\$ 14

See accompanying Notes to Unaudited Interim Consolidated Financial Statements.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – BUSINESS AND BASIS OF PRESENTATION

Basis of Presentation

The accompanying unaudited interim consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”) and the rules of the U.S. Securities and Exchange Commission (“SEC”). In the opinion of management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair statement of the results for interim periods have been included. Certain prior period amounts have been reclassified to conform to current year presentation. Results for interim periods should not be considered indicative of results for a full year. These financial statements and related notes contain the accounts of DENTSPLY SIRONA Inc. and subsidiaries (“Dentsply Sirona” or the “Company”) on a consolidated basis and should be read in conjunction with the consolidated financial statements and notes included in the Company’s most recent Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission on February 26, 2026 (the “2025 Form 10-K”). All significant intercompany accounts and transactions are eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ materially from those estimates.

Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, “Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40) Disaggregation of Income Statement Expenses,” which requires disaggregated disclosure of income statement expenses for public business entities (“PBEs”). In January 2025, the FASB issued ASU No. 2025-01 “Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40),” which clarified the effective date for ASU No. 2024-03. These amendments are intended to provide more information about types of expenses in commonly presented expense captions. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within fiscal years beginning after December 15, 2027, and early adoption is permitted. The Company does not currently expect to adopt this ASU before the required effective date. This ASU contains new disclosure requirements and will not impact results of operations, financial position, or cash flow.

In September 2025, the FASB issued ASU No. 2025-06, “Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40),” which amends certain aspects of ASC 350-40 related to the accounting and disclosure of internally developed software costs. This amendment is intended to provide further guidance on how to evaluate whether the probable-to-complete recognition threshold has been met to capitalize costs for internal-use software. The amendments in this update are effective for annual reporting periods beginning after December 15, 2027, including interim reporting periods within those annual reporting periods. Early adoption is permitted in an interim or annual reporting period for which financial statements have not been issued or made available for issuance. Entities may apply the guidance prospectively, retrospectively, or via a modified prospective transition method. The Company is currently evaluating the impact on its consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU No. 2025-07, “Derivatives and Hedging (Topic 815) and Revenue from Contracts with Customers (Topic 606),” which refines the scope of the guidance on derivatives in ASC 815 and clarifies the guidance on share-based payments from a customer in ASC 606. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, including interim reporting periods within those annual reporting periods. Early adoption is permitted in an interim or annual reporting period for which financial statements have not been issued or made available for issuance. Entities may apply the guidance prospectively or on a modified retrospective basis. As of March 31, 2026, the Company is not party to any arrangements that fall within the scope of this ASU. Accordingly, adoption of the ASU is not expected to have an impact on the Company’s consolidated financial statements or related disclosures at this time. The Company will continue to monitor its arrangements for applicability of the ASU in future periods.

In November 2025, the FASB issued ASU No. 2025-09, "Derivatives and Hedging (Topic 815)," which amends certain aspects of the hedge accounting guidance in ASC 815. The amendments are intended to more closely align hedge accounting with the economics of an entity's risk management activities. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, including interim reporting periods within those annual reporting periods. Early adoption is permitted in any interim or annual period after the ASU's issuance. Entities should apply the guidance prospectively. As of March 31, 2026, the Company is not party to any arrangements that fall within the scope of this ASU. Accordingly, adoption of the ASU is not expected to have an impact on the Company's consolidated financial statements or related disclosures at this time. The Company will continue to monitor its arrangements for applicability of the ASU in future periods.

Seasonality

The Company's business is subject to quarterly fluctuations in demand due to seasonality, which can impact the timing of the Company's consolidated net sales, net income, and cash flows. Demand can fluctuate based on the timing of dental tradeshows and variability in dental patient traffic, which can be exacerbated by seasonal or severe weather patterns. Some dental practices in certain countries may also delay purchasing equipment and restocking consumable products until year-end due to tax or other financial planning reasons. In addition, the timing of holidays and vacations, particularly throughout Europe, may shift demand across quarters. Sales for the industry and the Company are generally stronger in the second and fourth quarters and weaker in the first and third quarters, due to the effects of the items noted above. Because of the seasonal nature of the Company's business, the results of operations for any fiscal quarter will not necessarily be indicative of results to be expected for other quarters or a full fiscal year.

NOTE 2 - REVENUE RECOGNITION

Revenues are derived primarily from the sale of dental equipment and dental and healthcare consumable products. Revenues are measured as the amount of consideration the Company expects to receive in exchange for transferring goods or providing services.

Net sales disaggregated by product category were as follows:

(in millions)	Three Months Ended March 31,	
	2026	2025
Equipment & Instruments	\$ 135	\$ 134
CAD/CAM	111	101
Connected Technology Solutions	246	235
Essential Dental Solutions	350	353
Orthodontics	45	59
Implants & Prosthetics	154	158
Orthodontic and Implant Solutions	199	217
Wellspect Healthcare	85	74
Total net sales	\$ 880	\$ 879

The Company's geographic regions for reporting net sales consist of countries in (i) North and South America ("Americas"), (ii) Europe, the Middle East, and Africa ("EMEA"), and (iii) Asia Pacific ("APAC"). Prior period net sales amounts have been recast to conform to the current period presentation, reflecting a shift to a regional geographic presentation, which aligns with how the Company manages commercial activities and reports net sales internally. This change did not impact

the Company's consolidated financial statements.

Net sales disaggregated by geographic region were as follows:

(in millions)	Three Months Ended March 31,	
	2026	2025
Americas	\$ 330	\$ 364
EMEA	435	407
APAC	115	108
Total net sales	\$ 880	\$ 879

Contract Assets and Liabilities

The Company does not typically have contract assets in the course of its business. Contract liabilities, which represent billings in excess of revenue recognized, are primarily related to deferred revenue associated with advanced billings for customer orthodontic treatments where the performance obligation has not yet been satisfied. The Company recorded deferred revenue of \$70 million and \$32 million in Accrued liabilities and Other noncurrent liabilities, respectively, in the Consolidated Balance Sheets at March 31, 2026. The Company recorded deferred revenue of \$74 million and \$33 million in Accrued liabilities and Other noncurrent liabilities, respectively, in the Consolidated Balance Sheets at December 31, 2025. During the three months ended March 31, 2026, the Company recognized approximately \$36 million of net sales, which was previously deferred as of December 31, 2025. During the three months ended March 31, 2025, the Company recognized approximately \$40 million of net sales, which was previously deferred as of December 31, 2024. The Company expects to recognize most of the remaining deferred revenue in net sales within the next twelve months.

Allowance for Doubtful Accounts

Accounts and notes receivable-trade, net are stated net of allowances for doubtful accounts and trade discounts, which were \$11 million at March 31, 2026 and \$12 million at December 31, 2025. For the three months ended March 31, 2026 and 2025, changes to the provision for doubtful accounts, including write-offs of accounts receivable that were previously reserved, were not significant. Changes to this provision are included in Selling, general, and administrative expenses in the Consolidated Statements of Operations.

NOTE 3 – STOCK-BASED COMPENSATION

The amounts of stock-based compensation expense recorded in the Company's Consolidated Statements of Operations were as follows:

(in millions)	Three Months Ended March 31,	
	2026	2025
Cost of products sold	\$ 1	\$ 1
Selling, general, and administrative expense	7	9
Total stock-based compensation expense	\$ 8	\$ 10

NOTE 4 – COMPREHENSIVE LOSS

Changes in Accumulated other comprehensive income (loss) ("AOCI"), net of tax, by component for the three months ended March 31, 2026 and 2025 were as follows:

(in millions)	Foreign Currency Translation Loss	Gain (Loss) on Cash Flow Hedges	Gain (Loss) on Net Investment and Fair Value Hedges	Pension Liability Loss	Total
Balance, net of tax, at December 31, 2025	\$ (434)	\$ (7)	\$ (188)	\$ (10)	\$ (639)
Other comprehensive (loss) income before reclassifications and tax impact	(15)	—	8	—	(7)
Tax expense	(2)	—	(8)	—	(10)
Other comprehensive loss, net of tax, before reclassifications	(17)	—	—	—	(17)
Amounts reclassified from accumulated other comprehensive income (loss), net of tax	—	1	—	—	1
Net (decrease) increase in other comprehensive loss	(17)	1	—	—	(16)
Balance, net of tax, at March 31, 2026	\$ (451)	\$ (6)	\$ (188)	\$ (10)	\$ (655)

(in millions)	Foreign Currency Translation Gain (Loss)	Loss on Cash Flow Hedges	Gain (Loss) on Net Investment and Fair Value Hedges	Pension Liability Loss	Total
Balance, net of tax, at December 31, 2024	\$ (619)	\$ (10)	\$ (70)	\$ (31)	\$ (730)
Other comprehensive income (loss) before reclassifications and tax impact	75	—	(21)	—	54
Tax benefit	12	—	5	—	17
Other comprehensive income (loss), net of tax, before reclassifications	87	—	(16)	—	71
Amounts reclassified from accumulated other comprehensive income (loss), net of tax	—	—	—	—	—
Net increase (decrease) in other comprehensive loss	87	—	(16)	—	71
Balance, net of tax, at March 31, 2025	\$ (532)	\$ (10)	\$ (86)	\$ (31)	\$ (659)

At March 31, 2026 and December 31, 2025, the cumulative tax adjustments were \$168 million and \$178 million, respectively, primarily related to foreign currency translation adjustments.

The cumulative foreign currency translation adjustments included translation losses of \$312 million and \$289 million at March 31, 2026 and December 31, 2025, respectively, and cumulative losses on loans designated as hedges of net investments of \$139 million and \$145 million at March 31, 2026 and December 31, 2025, respectively.

Reclassifications out of AOCI to the Consolidated Statements of Operations for the three months ended March 31, 2026 and 2025 were not significant.

NOTE 5 – (LOSS) EARNINGS PER COMMON SHARE

The computations of basic and diluted (loss) earnings per common share were as follows:

Basic (Loss) Earnings per common share (in millions, except per share amounts)	Three Months Ended March 31,	
	2026	2025
Net (loss) income attributable to Dentsply Sirona	\$ (10)	\$ 20
Weighted average common shares outstanding	199.9	199.1
Basic (loss) earnings per common share	\$ (0.05)	\$ 0.10
Diluted (loss) earnings per common share (in millions, except per share amounts)	Three Months Ended March 31,	
	2026	2025
Net (loss) income attributable to Dentsply Sirona	\$ (10)	\$ 20
Weighted average common shares outstanding	199.9	199.1
Incremental weighted average shares from assumed exercise of dilutive options from stock-based compensation awards	—	0.8
Total weighted average diluted shares outstanding	199.9	199.8
Diluted (loss) earnings per common share	\$ (0.05)	\$ 0.10
Weighted average shares excluded from diluted common shares outstanding due to reported net loss for the period	1.2	—
Weighted average shares excluded from diluted common shares outstanding due to antidilutive nature	8.7	3.6

NOTE 6 – SEGMENT INFORMATION

The Company has four operating segments, organized primarily by product, which are also the Company's reportable segments. These are (i) Connected Technology Solutions, (ii) Essential Dental Solutions, (iii) Orthodontic and Implant Solutions, and (iv) Wellspect Healthcare. These operating segments are identified in accordance with how the Company's chief operating decision maker ("CODM") regularly reviews financial results and uses this information to evaluate the Company's performance and allocate resources. The Company's CODM is the Chief Executive Officer.

The Company's reportable segment information was as follows:

(in millions)	Three Months Ended March 31,				
	2026				
	Connected Technology Solutions	Essential Dental Solutions	Orthodontic and Implant Solutions	Wellspect Healthcare	Total
Net sales	\$ 246	\$ 350	\$ 199	\$ 85	\$ 880
Adjusted cost of products sold ^(a)	156	132	104	37	
Adjusted selling expenses ^(b)	53	69	54	14	
Adjusted general and administrative (“G&A”) expenses ^(b)	23	20	21	8	
Adjusted research and development (“R&D”) expenses ^(c)	20	8	12	3	
Segment adjusted operating income	\$ (6)	\$ 121	\$ 8	\$ 23	\$ 146
Reconciling items (income) expense:					
Unallocated corporate costs ^(d)				\$	72
Interest expense, net					24
Other income					(17)
Goodwill and intangible asset impairments					—
Restructuring and other costs					67
Amortization of intangibles					42
Depreciation resulting from the fair value step-up of property, plant, and equipment from business combinations					—
Loss before income taxes				\$	(42)

(a) Adjusted cost of products sold represents expenses adjusted to exclude intangible amortization expense, step-up depreciation expense, and other restructuring costs.

(b) Adjusted selling and adjusted G&A expenses represent expenses adjusted to exclude intangible amortization expense, other acquisition costs, step-up depreciation expense, and other restructuring costs.

(c) Adjusted R&D expenses represent expenses adjusted to exclude other restructuring costs.

(d) Unallocated corporate costs consist of general corporate expenses including corporate headcount costs, depreciation and amortization, certain professional service fees, and other operating costs which are not assigned to a specific segment.

(in millions)	Three Months Ended March 31,				
	2025				
	Connected Technology Solutions	Essential Dental Solutions	Orthodontic and Implant Solutions	Wellspect Healthcare	Total
Net sales	\$ 235	\$ 353	\$ 217	\$ 74	\$ 879
Adjusted cost of products sold ^(a)	135	124	93	27	
Adjusted selling expenses ^(b)	57	71	54	13	
Adjusted G&A expenses ^(b)	19	18	22	6	
Adjusted R&D expenses ^(c)	17	5	11	2	
Segment adjusted operating income	\$ 7	\$ 135	\$ 37	\$ 26	\$ 205

Reconciling items (income) expense:				
Unallocated corporate costs ^(d)				\$ 87
Interest expense, net				19
Restructuring and other costs				9
Amortization of intangibles				45
Depreciation resulting from the fair value step-up of property, plant, and equipment from business combinations				1
Income before income taxes				\$ 44

(a) Adjusted cost of products sold represents expenses adjusted to exclude intangible amortization expense, step-up depreciation expense, and other restructuring costs.

(b) Adjusted selling and adjusted G&A expenses represent expenses adjusted to exclude intangible amortization expense, other acquisition costs, step-up depreciation expense, and other restructuring costs.

(c) Adjusted R&D expenses represent expenses adjusted to exclude other restructuring costs.

(d) Unallocated corporate costs consist of general corporate expenses including corporate headcount costs, depreciation and amortization, certain professional service fees, and other operating costs which are not assigned to a specific segment.

Depreciation and Amortization

(in millions)	Three Months Ended March 31,	
	2026	2025
Connected Technology Solutions	\$ 37	\$ 43
Essential Dental Solutions	8	9
Orthodontic and Implant Solutions	23	19
Wellspect Healthcare	5	2
All other (a)	6	6
Total	\$ 79	\$ 79

(a) Includes unallocated corporate costs for depreciation and amortization.

NOTE 7 – INVENTORIES

Inventories, net were as follows:

(in millions)	March 31, 2026		December 31, 2025	
Raw materials and supplies	\$	178	\$	199
Work-in-process		91		82
Finished goods		390		361
Inventories, net	\$	659	\$	642

The Company's inventory reserve for excess and obsolete inventory was \$95 million at both March 31, 2026 and December 31, 2025.

NOTE 8 – RESTRUCTURING AND OTHER COSTS

Restructuring and other costs were recorded in the Consolidated Statements of Operations as follows:

(in millions)	Three Months Ended March 31,	
	2026	2025
Selling, general, and administrative expenses	—	1
Restructuring and other costs	67	9
Total restructuring and other costs	\$ 67	\$ 10

Restructuring and other costs of \$67 million recorded in the three months ended March 31, 2026 consisted primarily of employee severance benefits and other restructuring costs for various restructuring actions, including for the plan approved by the Board of Directors of the Company on February 24, 2026 (the "2026 Plan").

With the 2026 Plan, the Company seeks to improve operational performance and drive stockholder value creation. As of March 31, 2026, the Company has incurred \$60 million in non-recurring restructuring charges under the 2026 Plan, primarily related to severance payments, employee benefits, and employee transition. In total, the Company expects to incur non-recurring charges in the approximate range of \$60 million to \$65 million related to the 2026 Plan, the majority of which will be expensed and paid in cash in 2026 and 2027.

The liabilities associated with the Company's restructuring plans are recorded in Accrued liabilities and Other noncurrent liabilities in the Consolidated Balance Sheets. Activity in the Company's restructuring accruals at March 31, 2026 was as follows:

(in millions)	Severance			
	2024 and Prior Plans	2026 Plan	Other Actions	Total
Balance at December 31, 2025	\$ 3	\$ —	\$ 7	\$ 10
Provisions	—	59	4	63
Amounts applied	(1)	(3)	(2)	(6)
Balance at March 31, 2026	\$ 2	\$ 56	\$ 9	\$ 67

(in millions)	Other Restructuring Costs			
	2024 and Prior Plans	2026 Plan	Other Actions	Total
Balance at December 31, 2025	\$ —	\$ —	\$ 2	\$ 2
Provisions	—	1	3	4
Amounts applied	—	—	(4)	(4)
Balance at March 31, 2026	\$ —	\$ 1	\$ 1	\$ 2

The cumulative amounts for the provisions and adjustments and amounts applied for all the plans by segment were as follows:

(in millions)	December 31, 2025	Provisions	Amounts Applied	Change in Estimates	March 31, 2026
Connected Technology Solutions	\$ 1	\$ 23	\$ (2)	\$ —	\$ 22
Essential Dental Solutions	4	17	(3)	—	18
Orthodontic and Implant Solutions	3	21	(4)	—	20
Wellspect Healthcare	2	1	—	—	3
All Other	2	5	(1)	—	6
Total	\$ 12	\$ 67	\$ (10)	\$ —	\$ 69

NOTE 9 – FINANCIAL INSTRUMENTS AND DERIVATIVES

Derivative Instruments and Hedging Activities

The Company's activities expose it to a variety of market risks, which primarily include the risks related to the effects of changes in foreign currency exchange rates and interest rates. These financial exposures are monitored and managed by the Company as part of its overall risk management program. The objective of this risk management program is to reduce the volatility that these market risks may have on the Company's operating results and cash flows. The Company employs derivative financial instruments to hedge certain anticipated transactions, firm commitments, or assets and liabilities denominated in foreign currencies. Additionally, the Company utilizes interest rate swaps to convert fixed rate debt into variable rate debt or vice versa. The Company does not hold derivative instruments for trading or speculative purposes.

The following summarizes the notional amounts of hedges of net investments, fair value hedges, and derivative instruments not designated as hedges for accounting purposes by derivative instrument type at March 31, 2026 and the notional amounts expected to mature during the next 12 months.

(in millions)	Aggregate Notional Amount	Aggregate Notional Amount Maturing within 12 Months
Hedges of Net Investments		
Foreign exchange forward contracts	\$ 796	\$ 171
Cross currency basis swaps	1,408	—
Total derivative instruments designated as hedges of net investments	<u>\$ 2,204</u>	<u>\$ 171</u>
Fair Value Hedges		
Interest rate swaps	\$ 150	\$ —
Foreign exchange forward contracts	—	—
Total derivative instruments designated as fair value hedges	<u>\$ 150</u>	<u>\$ —</u>
Derivative Instruments not Designated as Hedges		
Foreign exchange forward contracts	\$ 1,337	\$ 1,337
Total derivative instruments not designated as hedges	<u>\$ 1,337</u>	<u>\$ 1,337</u>

Hedges of Net Investments in Foreign Operations

The Company has significant investments in foreign subsidiaries. The net assets of these subsidiaries are exposed to volatility in foreign currency exchange rates. The Company employs both derivative and non-derivative financial instruments to hedge a portion of these exposures. The derivative instruments consist of foreign exchange forward contracts and cross-currency basis swaps. The non-derivative instruments consist of foreign currency-denominated debt held at the parent company level. Translation gains and losses related to the net assets of the foreign subsidiaries are offset by gains and losses in the aforementioned instruments, which are designated as hedges of net investments, and the intrinsic value changes in these instruments are recorded on AOCI, net of tax effects. The time-value component of the fair value of the derivative instrument is amortized on a straight-line basis in Other (income) expense, net in the Consolidated Statements of Operations in the applicable period. Any cash flows associated with these instruments are included in investing activities in the Consolidated Statements of Cash Flows, except for derivative instruments that include an other-than-insignificant financing element, for which all cash flows are classified as financing activities in the Consolidated Statements of Cash Flows.

The fair value of the foreign currency exchange forward contracts and cross-currency basis swaps is the estimated amount the Company would receive or pay at the reporting date, taking into account the effective interest rates and foreign exchange rates. The effective portion of the change in the value of these derivatives is recorded in AOCI, net of tax effects.

Derivative Instruments Not Designated as Hedges

The Company enters into derivative instruments with the intent to partially mitigate the foreign exchange revaluation risk associated with recorded assets and liabilities that are denominated in a non-functional currency. The Company primarily uses foreign exchange forward contracts to hedge these risks. The gains and losses on these derivative transactions offset the gains and losses generated by the revaluation of the underlying non-functional currency balances and are recorded in Other (income) expense, net in the Consolidated Statements of Operations. Any cash flows associated with these instruments are included in operating activities in the Consolidated Statements of Cash Flows.

Derivative Instrument Activity

The effects of derivative hedging instruments on the Consolidated Statements of Operations and Consolidated Statements of Comprehensive Loss were as follows:

(in millions)	Three Months Ended March 31,					
	2026			2025		
	Cost of products sold	Interest expense, net	Other (income) expense, net	Cost of products sold	Interest expense, net	Other (income) expense, net
Total amounts of line items presented in the Statement of Operations in which the effects of cash flow, net investment or fair value hedges are recorded	\$ 453	\$ 24	\$ (17)	\$ 413	\$ 19	\$ —
(Gain) loss on Hedges of Net Investment						
Cross currency basis swaps	\$ —	\$ —	\$ (11)	\$ —	\$ —	\$ —
Foreign exchange forward contracts	—	—	(5)	—	—	(6)
(Gain) loss on Fair Value Hedges:						
Interest rate swaps	\$ —	\$ 1	\$ —	\$ —	\$ 1	\$ —
Foreign exchange forward contracts	—	—	—	—	—	—
(Gain) loss on Derivative Instruments not Designated as Hedges						
Foreign exchange forward contracts	\$ —	\$ —	\$ (2)	\$ —	\$ —	\$ —

(in millions)	Amount of Gain or (Loss) Recognized in AOCI			Consolidated Statements of Operations Location	Amount of Gain or (Loss) Reclassified from AOCI into Income	
	Three Months Ended March 31,				Three Months Ended March 31,	
	2026	2025			2026	2025
Hedges of Net Investments						
Cross currency basis swaps	\$ 2	\$ (5)	Other expense (income), net	\$ —	\$ —	\$ —
Foreign exchange forward contracts	6	(16)	Other expense (income), net	—	—	—

Consolidated Balance Sheets Location of Derivative Fair Values

The fair value and the financial statement presentation of the Company's derivatives in the Consolidated Balance Sheets were as follows:

		March 31, 2026			
(in millions)	Prepaid Expenses and Other Current Assets	Other Noncurrent Assets	Accrued Liabilities	Other Noncurrent Liabilities	
Designated as Hedges:					
Foreign exchange forward contracts	\$ —	\$ 2	\$ 11	\$	25
Interest rate swaps	—	—	5	\$	9
Cross currency basis swaps	42	—	—	\$	72
Total	\$ 42	\$ 2	\$ 16	\$	106
Not Designated as Hedges:					
Foreign exchange forward contracts	\$ 12	\$ —	\$ 25	\$	—
Total	\$ 12	\$ —	\$ 25	\$	—

		December 31, 2025			
(in millions)	Prepaid Expenses and Other Current Assets	Other Noncurrent Assets	Accrued Liabilities	Other Noncurrent Liabilities	
Designated as Hedges:					
Foreign exchange forward contracts	\$ —	\$ —	\$ 21	\$	40
Interest rate swaps	—	—	3	\$	11
Cross currency basis swaps	42	—	—	\$	73
Total	\$ 42	\$ —	\$ 24	\$	124
Not Designated as Hedges:					
Foreign exchange forward contracts	\$ 8	\$ —	\$ 6	\$	—
Total	\$ 8	\$ —	\$ 6	\$	—

Balance Sheet Offsetting

Substantially all of the Company's derivative contracts are subject to netting arrangements, whereby the right to offset occurs in the event of default or termination in accordance with the terms of the arrangements with the counterparty. While these contracts contain the enforceable right to offset through netting arrangements with the same counterparty, the Company elects to present them on a gross basis in the Consolidated Balance Sheets.

Offsetting of financial assets and liabilities under netting arrangements at March 31, 2026 was as follows:

(in millions)	Gross Amounts Recognized	Gross Amount Offset in the Consolidated Balance Sheets	Net Amounts Presented in the Consolidated Balance Sheets	Gross Amounts Not Offset in the Consolidated Balance Sheets		Net Amount
				Financial Instruments	Cash Collateral Received/Pledged	
Assets						
Foreign exchange forward contracts	\$ 14	\$ —	\$ 14	\$ (14)	\$ —	\$ —
Cross currency basis swaps	42	—	42	(42)	—	—
Total assets	\$ 56	\$ —	\$ 56	\$ (56)	\$ —	\$ —
Liabilities						
Foreign exchange forward contracts	\$ 61	\$ —	\$ 61	\$ (19)	\$ —	\$ 42
Interest rate swaps	14	—	14	(2)	—	12
Cross currency basis swaps	72	—	72	(35)	—	37
Total liabilities	\$ 147	\$ —	\$ 147	\$ (56)	\$ —	\$ 91

Offsetting of financial assets and liabilities under netting arrangements at December 31, 2025 was as follows:

(in millions)	Gross Amounts Recognized	Gross Amount Offset in the Consolidated Balance Sheets	Net Amounts Presented in the Consolidated Balance Sheets	Gross Amounts Not Offset in the Consolidated Balance Sheets		Net Amount
				Financial Instruments	Cash Collateral Received/Pledged	
Assets						
Foreign exchange forward contracts	\$ 8	\$ —	\$ 8	\$ (8)	\$ —	\$ —
Cross currency basis swaps	42	—	42	(42)	—	—
Total assets	\$ 50	\$ —	\$ 50	\$ (50)	\$ —	\$ —
Liabilities						
Foreign exchange forward contracts	\$ 67	\$ —	\$ 67	\$ (18)	\$ —	\$ 49
Interest rate swaps	14	—	14	—	—	14
Cross currency basis swaps	73	—	73	(32)	—	41
Total liabilities	\$ 154	\$ —	\$ 154	\$ (50)	\$ —	\$ 104

NOTE 10 – FAIR VALUE MEASUREMENT

The estimated fair and carrying values of the Company’s total debt were \$2,142 million and \$2,236 million, respectively, at March 31, 2026. At December 31, 2025, the estimated fair and carrying values were \$2,217 million and \$2,329 million, respectively. The fair value of long-term debt is determined by discounting future cash flows using interest rates available at March 31, 2026 and December 31, 2025 and interest rates for companies with similar credit ratings for issuances with similar terms and maturities. It is considered a Level 2 fair value measurement for disclosure purposes.

In January 2026, the Company settled Swiss franc foreign exchange forward contracts designated as net investment hedges with an aggregate notional amount of 100 million Swiss francs, which resulted in a net cash payment of approximately \$7 million, with the effective portion of the hedge recognized in accumulated other comprehensive income (“AOCI”). The Company subsequently entered into Swiss franc foreign exchange forward contracts designated as net investment hedges with a total notional amount of 200 million Swiss francs. This portfolio of contracts has maturity dates extending through October 2029. These net investment hedges have excluded components, such as forward points, and the associated gains or losses recognized in earnings are reflected within operating activities in the Unaudited Consolidated Statements of Cash Flows.

Assets and liabilities measured at fair value on a recurring basis

The Company’s financial assets and liabilities set forth by level within the fair value hierarchy that were accounted for at fair value on a recurring basis were as follows:

(in millions)	March 31, 2026			
	Total	Level 1	Level 2	Level 3
Assets				
Interest rate swap asset related to long-term debt	\$ 14	\$ —	\$ 14	\$ —
Cross currency basis swaps	\$ 42	\$ —	\$ 42	\$ —
Foreign exchange forward contracts	\$ 14	\$ —	\$ 14	\$ —
Total assets	\$ 70	\$ —	\$ 70	\$ —
Liabilities				
Interest rate swaps	\$ 14	\$ —	\$ 14	\$ —
Cross currency basis swaps	72	—	72	—
Foreign exchange forward contracts	61	—	61	—
Total liabilities	\$ 147	\$ —	\$ 147	\$ —
	December 31, 2025			
(in millions)	Total	Level 1	Level 2	Level 3
Assets				
Interest rate swap asset related to long-term debt	\$ 14	\$ —	\$ 14	\$ —
Foreign exchange forward contracts	8	—	8	—
Total assets	\$ 22	\$ —	\$ 22	\$ —
Liabilities				
Interest rate swaps	\$ 14	\$ —	\$ 14	\$ —
Cross currency basis swaps	31	—	31	—
Foreign exchange forward contracts	67	—	67	—
Total liabilities	\$ 112	\$ —	\$ 112	\$ —

Derivative valuations are based on observable inputs to the valuation model including interest rates, foreign currency exchange rates, and credit risks.

There were no transfers between fair value measurement levels during the three months ended March 31, 2026.

NOTE 11 – INCOME TAXES

The effective tax rates for the three months ended March 31, 2026 and 2025 were 76.3% and 56.8%, respectively. The increase in effective tax rate is primarily driven by changes in valuation allowances.

NOTE 12 – FINANCING ARRANGEMENTS

The Company has a five-year senior unsecured multi-currency revolving facility, for an aggregate principal amount of \$700 million, that expires on May 12, 2028. The Company also has a \$700 million commercial paper program. The \$700 million multi-currency revolving credit facility serves as a back-up to the commercial paper facility, resulting in an aggregate of \$700 million as the total available credit under the commercial paper facility and the multi-currency revolving credit facility. The Company had \$35 million in outstanding borrowings under the commercial paper facility at March 31, 2026 and \$82 million in outstanding borrowings under the commercial paper facility at December 31, 2025, and the Company had no outstanding borrowings under the multi-currency revolving credit facility at March 31, 2026 and December 31, 2025. The Company also has access to \$19 million in uncommitted short-term financing available under lines of credit from various financial institutions, which is reduced by other outstanding short-term borrowings of less than \$1 million.

At March 31, 2026, the weighted-average interest rate for short-term debt was 4.3%.

At March 31, 2026, the Company had \$684 million of borrowings available under lines of credit, including lines available under its short-term arrangements and revolving credit facility.

In February 2026, the Company repaid in full €26 million aggregate principal amount of its 2.1% private placement notes upon their scheduled maturity. The repayment was funded with available cash. No amounts were outstanding under these notes at March 31, 2026. The repayment is reflected in cash flows used in financing activities for the three months ended March 31, 2026.

The Company's private placement notes and revolving credit facility contain financial covenants, including maximum Total Leverage Ratio and maximum Senior Leverage Ratio requirements. At March 31, 2026, the Company was in compliance with all of its covenants.

Interest expense, net includes interest income of \$2 million and \$4 million for the three months ended March 31, 2026 and 2025, respectively. Interest income primarily relates to interest-bearing cash and cash equivalents.

NOTE 13 – GOODWILL AND INTANGIBLE ASSETS

The Company's policy is to assess goodwill and indefinite-lived intangible assets for impairment annually as of April 1, with more frequent assessments if events or changes in circumstances indicate a given asset might be impaired. For the three months ended March 31, 2026, the Company considered qualitative and quantitative factors to determine whether any events or changes in circumstances had resulted in a more likely than not impairment of any of its goodwill or indefinite-lived intangible assets during the course of the quarter, and concluded there were no such indicators.

A reconciliation of changes in the Company's goodwill by reportable segment is as follows:

(in millions)	Connected Technology Solutions	Essential Dental Solutions	Orthodontic and Implant Solutions	Wellspect Healthcare	Total
Balance at December 31, 2025					
Goodwill	\$ 291	\$ 860	\$ 1,298	\$ 288	\$ 2,737
Accumulated impairment losses	(291)	—	(1,298)	—	(1,589)
Goodwill, net at December 31, 2025	—	860	—	288	1,148
Translation	—	(3)	—	(3)	(6)
Impairment	—	—	—	—	—
Goodwill, net at March 31, 2026	\$ —	\$ 857	\$ —	\$ 285	\$ 1,142
Accumulated impairment losses at March 31, 2026	(291)	—	(1,298)	—	(1,589)

Identifiable definite-lived and indefinite-lived intangible assets were as follows:

(in millions)	March 31, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology and patents	\$ 1,763	\$ (1,340)	\$ 423	\$ 1,783	\$ (1,334)	\$ 449
Trade names and trademarks	84	(79)	5	84	(79)	5
Licensing agreements	42	(30)	12	42	(29)	13
Customer relationships	1,089	(857)	232	1,098	(847)	251
Total definite-lived	2,978	(2,306)	672	3,007	(2,289)	718
Indefinite-lived trade names and trademarks	\$ 247	\$ —	\$ 247	\$ 251	\$ —	\$ 251
In-process R&D	5	—	5	5	—	5
Total indefinite-lived	252	—	252	256	—	256
Total identifiable intangible assets	\$ 3,230	\$ (2,306)	\$ 924	\$ 3,263	\$ (2,289)	\$ 974

NOTE 14 – COMMITMENTS AND CONTINGENCIES

Contingencies

On June 2, 2022, the Company was named as a defendant in a putative class action filed in the U.S. District Court for the Southern District of Ohio captioned City of Miami General Employees' & Sanitation Employees' Retirement Trust v. Casey, Jr. et al., No. 2:22-cv-02371, and on July 28, 2022, the Company was named as a defendant in a putative class action filed in the U.S. District Court for the Southern District of New York (the "SDNY Court") captioned San Antonio Fire and Police Pension Fund v. Dentsply Sirona Inc. et al., No. 1:22-cv-06339 (together, the "Securities Litigation"). The complaints in the Securities Litigation are substantially similar and both allege that, during the period from June 9, 2021 through May 9, 2022, the Company, Mr. Donald M. Casey Jr., the Company's former Chief Executive Officer, and Mr. Jorge Gomez, the Company's former Chief Financial Officer, violated U.S. securities laws by, among other things, making materially false and misleading statements or omissions, including regarding the manner in which the Company recognized revenue tied to distributor rebate and incentive programs. On March 27, 2023, the Court in the Southern District of Ohio ordered the transfer of the putative class action to the SDNY Court. On June 1, 2023, the SDNY Court consolidated the two separate actions under case No. 1:22-cv-06339 and appointed as lead plaintiffs for the putative class the City of Birmingham Retirement and Relief System, the El Paso Firemen & Policemen's Pension Fund, and the Wayne County Employees' Retirement System (collectively, the "Lead Plaintiffs"). Lead Plaintiffs filed an amended class action complaint on July 28, 2023 (the "Amended Complaint"). In addition to asserting the same claims against the Company, Mr. Casey, and Mr. Gomez, the Amended Complaint added the Company's former Chief Accounting Officer, Mr. Ranjit S. Chadha, as a defendant (collectively, "Defendants"). On October 10, 2023, Defendants filed a motion to dismiss the Amended Complaint. Lead Plaintiffs opposed the motion. On May 1, 2024, the SDNY Court granted the motion to dismiss as to Mr. Chadha and granted in part and denied in part the motion to dismiss as to the Company, Mr. Casey, and Mr. Gomez. The Company's answer to the Amended Complaint was filed on May 21, 2024. On November 15, 2024, Lead Plaintiffs filed a motion to certify the matter as a class action, to appoint Lead Plaintiffs as class representatives, and to appoint class counsel. Defendants opposed the motion. On July 10, 2025, the SDNY Court granted Lead Plaintiffs' motion for class certification, appointed the Lead Plaintiffs as class representatives, and appointed counsel for Lead Plaintiffs as class counsel. On November 3, 2025, Defendants and Lead Plaintiffs cross-moved for partial summary judgment. The motions for partial summary judgment were fully briefed on January 19, 2026. The Company has recognized a liability as of March 31, 2026, with an offsetting insurance receivable, resulting in no impact to the Consolidated Statements of Operations in the three months ended March 31, 2026.

Separately, on July 13, 2023, Company stockholder George Presura filed a stockholder derivative suit in the Delaware Court of Chancery captioned George Presura, Derivatively on Behalf of Nominal Defendant Dentsply Sirona Inc. v. Donald M. Casey Jr. et al. and Dentsply Sirona, Inc., No. 2023-0708-NAC (the "Presura Derivative Litigation"). The complaint, filed derivatively on behalf of the Company, asserts claims against current and former members of the Company's Board of Directors and current and former executive officers, including Messrs. Casey and Gomez. The derivative complaint in this case contains allegations similar to those in the Securities Litigation, and it alleges that during the period from June 9, 2021 through July 13, 2023, various of the defendants breached fiduciary duties, committed corporate waste, and misappropriated information to conduct insider trading by making materially false and misleading statements or omissions regarding the Company's recognition of revenue tied to distributor rebate and incentive programs and distributor inventory levels. On August 4, 2023, the Delaware Court of Chancery stayed the Presura Derivative Litigation until the earlier of public announcement of a settlement of the Securities Litigation or resolution of the pending motion to dismiss in the Securities Litigation.

Additionally, on March 26, 2024, Company stockholder Calvin Snee filed a stockholder derivative suit in the Delaware Court of Chancery captioned Calvin Snee, derivatively on behalf of Dentsply Sirona Inc. v. Donald M. Casey Jr., et al. and Dentsply Sirona Inc, No. 2024-0308 (the "Snee Derivative Litigation"). The complaint, filed derivatively on behalf of the Company, asserts claims against current and former members of the Company's Board of Directors and current and former executive officers, including Messrs. Casey and Gomez. The derivative complaint in this case contains allegations similar to those in the Presura Derivative Litigation and the Securities Litigation, and it alleges that beginning in 2021, various of the defendants breached fiduciary duties, misappropriated information to conduct insider trading, and were unjustly enriched by making materially false and misleading statements or omissions regarding the Company's recognition of revenue tied to distributor rebate and incentive programs and distributor inventory levels.

On May 2, 2024, the Delaware Court of Chancery issued an order consolidating and staying the Presura Derivative Litigation and Snee Derivative Litigation.

On July 19, 2024, Company stockholder Frank Manfre filed a stockholder derivative suit in the Delaware Court of Chancery captioned Frank Manfre, derivatively on behalf of nominal defendant Dentsply Sirona Inc. v. Donald M. Casey Jr. et al. and Dentsply Sirona Inc., No. 2024-0763 (the “Manfre Derivative Litigation”). The complaint asserts claims against current and former members of the Company’s Board of Directors and current and former executive officers, including Messrs. Casey and Gomez. The complaint in this case contains allegations similar to those in the Snee Derivative Litigation, the Presura Derivative Litigation, and the Securities Litigation, and it alleges that beginning in 2021, various of the defendants breached fiduciary duties, misappropriated information to conduct insider trading, and were unjustly enriched by making materially false and misleading statements or omissions regarding the Company’s recognition of revenue tied to distributor rebate and incentive programs and distributor inventory levels.

On September 19, 2024, the Delaware Court of Chancery issued an order consolidating and staying the Manfre Derivative Litigation, Presura Derivative Litigation, and Snee Derivative Litigation.

On November 26, 2024, the Company was named as a defendant in a putative class action filed in the SDNY Court captioned North Collier Fire Control and Rescue District Firefighters’ Retirement Plan v. Dentsply Sirona Inc., et al., No. 1:24-cv-09083 (the “North Collier Action”). On December 18, 2024, the Company was named as a defendant in a putative class action filed in the SDNY Court captioned Calvin v. Dentsply Sirona Inc., et al., No. 1:24-cv-09764 (the “Calvin Action”), and on December 19, 2024, the Company was named as a defendant in a putative class action filed in the SDNY Court captioned Key West Police & Fire Pension Fund v. Dentsply Sirona Inc., et al., No. 1:24-cv-09819 (the “Key West Action”). The complaints in these three cases allege that, for different alleged class periods over the period from May 6, 2021 through November 6, 2024, the Company and certain then-current and former officers violated U.S. securities laws by, among other things, making materially false and misleading statements or omissions, including regarding the performance of the Company’s Byte aligners business, following the Company’s acquisition of Byte LLC in December 2020. On February 21, 2025, the SDNY Court entered an order consolidating the North Collier Action, the Calvin Action, and the Key West Action under the caption In re Dentsply Sirona, Inc. Securities Litigation, No. 24-cv-9083 (the “2024 Securities Litigation”), and appointed lead plaintiffs and lead counsel for the consolidated case. An amended complaint was filed on May 9, 2025 naming the Company and Simon Campion, Glenn Coleman, Andreas Frank, Erania Brackett, Neeraj Gunsagar, Donald Casey, and Jorge Gomez as defendants. On July 8, 2025, the Company and the individual defendants filed motions to dismiss the amended complaint. On January 16, 2026, the SDNY Court granted the motion to dismiss as to Mr. Gomez and granted in part and denied in part the motions to dismiss as to the Company and all other defendants.

On February 26, 2026, counsel for Mr. Casey filed a notice with the SDNY Court indicating that Mr. Casey was recently deceased. On April 7, 2026, the Company and the remaining individual defendants answered the amended complaint. The action is currently in fact discovery.

Separately, on March 18, 2025, Company stockholder Kevin O’Connor filed a stockholder derivative suit in the SDNY Court captioned Kevin O’Connor, derivatively on behalf of Dentsply Sirona Inc. v. Simon D. Campion, et al. and Dentsply Sirona Inc., No. 1:25-cv-02246 (the “O’Connor Derivative Litigation”). The complaint, filed derivatively on behalf of the Company, asserts claims against current and former members of the Company’s Board of Directors and then-current and former executive officers. The derivative complaint in this case contains allegations similar to those in the 2024 Securities Litigation, and it alleges that during the period from December 1, 2022 through November 6, 2024, various of the defendants breached fiduciary duties by, among other things, causing or allowing the Company to issue or make materially false and misleading statements concerning the Company’s financial condition and business operations as related to the acquisition of Byte LLC.

Additionally, on April 9, 2025, Company stockholder William Andreotti filed a stockholder derivative suit in the SDNY Court captioned William Andreotti, Derivatively on Behalf of Dentsply Sirona, Inc. v. Simon D. Campion, et al. and Dentsply Sirona, Inc., No. 1:25-cv-02931 (the “Andreotti Derivative Litigation”). The complaint, filed derivatively on behalf of the Company, asserts claims against current and former members of the Company’s Board of Directors and then-current and former executive officers. The derivative complaint in this case contains allegations similar to those in the O’Connor Derivative Litigation and the 2024 Securities Litigation, and it alleges that beginning on December 1, 2022, various of the defendants breached fiduciary duties and were unjustly enriched by disseminating or approving materially false and misleading statements or omissions related to the acquisition of Byte LLC.

On April 29, 2025, the SDNY Court issued an order consolidating and staying the O’Connor Derivative Litigation and the Andreotti Derivative Litigation.

On February 24, 2026, Company stockholder Derrick Chua filed a stockholder derivative suit in the U.S. District Court for the Western District of North Carolina captioned Derrick Chua, derivatively on behalf of Dentsply Sirona Inc. v. Simon D.

Campion, et al. and Dentsply Sirona Inc., No. 3:26-cv-00148. The complaint, filed derivatively on behalf of the Company, asserts claims against current and former members of the Company's Board of Directors and former executive officers. The derivative complaint in this case contains allegations similar to those in the O'Connor Derivative Litigation, the Andreotti Derivative Litigation, and the 2024 Securities Litigation, and it alleges that during the period from December 1, 2022 through November 6, 2024, various of the defendants violated federal securities laws and breached fiduciary duties by, among other things, causing the Company to repurchase its stock at prices that were artificially inflated due to alleged misrepresentations.

On March 21, 2023, Mr. Carlo Gobbetti filed a claim in the Milan Chamber of Arbitration against Dentsply Sirona Italia S.r.l. ("DSI"), Italy, a wholly owned subsidiary of the Company, seeking a total of €28 million for the alleged failure to pay a portion of the purchase price pursuant to a Share Purchase Agreement, dated October 8, 2012 (the "SPA"), in which Sirona Dental Systems, S.r.l., which at the time of execution of the SPA was a wholly-owned subsidiary of Sirona Dental Systems, Inc., acquired all of the shares of MHT S.p.A., an Italian corporation, from Mr. Gobbetti, and various other sellers. Sirona Dental Systems S.r.l. merged into Dentsply Italia S.r.l. in 2018 (the surviving entity is now DSI). Under the SPA, a portion of the purchase price equal to €7 million was required to be deposited into an escrow account (the "Escrow Account") and released to Mr. Gobbetti and the other sellers upon the satisfaction of certain conditions, including the delivery by July 2013 of a new prototype of an MHT S.p.A. camera which had to meet certain specifications. In connection with the closing of the share purchase transaction, the SPA was supplemented by a Facility Agreement, also dated October 8, 2012 (the "FA"), which specifically set out the mechanics of payment and release of the proceeds of the Escrow Account. The Austrian notary public, Mr. Gottfried Schachinger, acting as escrow agent, Mr. Gobbetti, and SIRONA Holdings GmbH, an affiliate of Sirona Dental Systems, Inc. which paid the €7 million into the Escrow Account, were parties to the FA. The FA is subject to Austrian law and to the jurisdiction of the Court of Salzburg in Austria.

Mr. Gobbetti claims that he is entitled to receive the €7 million outstanding balance of the purchase price under the SPA, plus €21 million for damages incurred as a consequence of the failure to make the payment. Mr. Gobbetti claims that he has a right to receive the full purchase price under the SPA even if the conditions set out in the SPA to deliver a prototype of the MHT S.p.A. camera by July 2013 were not met. On May 15, 2023, DSI filed its initial statement of defense denying that Mr. Gobbetti and the other sellers were entitled to receive the funds deposited in the Escrow Account and further disputing the allegations. Following the constitution of the arbitral tribunal, hearings were held on September 13, 2023 and January 19, 2024, to illustrate and discuss the positions of the parties. The parties also developed their arguments in several rounds of defensive briefs. The final submissions were completed on April 15, 2024, and the final hearing for discussion took place on May 8, 2024. On July 22, 2024, the arbitral tribunal rejected all of Mr. Gobbetti's claims, ruling that the Company had met its contractual obligations under the SPA, particularly regarding the balance of the purchase price. The arbitral tribunal also dismissed Mr. Gobbetti's claims in tort and those pertaining to the FA for lack of jurisdiction and lack of capacity for the Company to be sued. The arbitral tribunal observed that such claims should have been brought against SIRONA Holdings GmbH, which is a party to the FA but not to the SPA, before the Court of Salzburg in Austria based on the jurisdictional clause of the FA.

Mr. Gobbetti appealed the ruling of the arbitral tribunal on December 2, 2024 before the Court of Appeals of Milan, Italy (the "Court of Appeals") arguing that the ruling is null and void. According to Mr. Gobbetti, the arbitral tribunal did not grant him appropriate defense rights under the Italian Civil Code and did not fully address the merits of his claims, despite acknowledging jurisdiction. Mr. Gobbetti asked the Court of Appeals to directly sentence DSI to pay the €7 million, plus damages of €21 million and interest accruing until the time of payment. On April 17, 2025, DSI filed its statement of defense, asking the Court of Appeals to reject Mr. Gobbetti's appeal and confirm the arbitral award in its entirety. The first hearing in the appeal proceedings took place on May 7, 2025, and the Court of Appeals concluded that there was no need to take additional evidence. A final discussion hearing took place before the Court of Appeals on March 4, 2026, after which the Court of Appeals reserved its decision.

Except as noted above, no specific amounts of damages have been alleged in these lawsuits. The Company will continue to incur legal fees in connection with these pending cases, including expenses for the reimbursement of legal fees of present and former officers and directors under indemnification obligations. The expense of continuing to defend such litigation may be significant. The Company intends to defend these lawsuits vigorously, although the Company may elect to settle certain litigation matters, but there can be no assurance that the Company will be successful in any defense or that matters can be settled on terms favorable to the Company. If any of the lawsuits are decided adversely, the Company may be liable for significant damages directly or under its indemnification obligations, which could adversely affect the Company's business, results of operations and cash flows. At this stage, the Company has accrued losses which are deemed probable, along with related insurance receivables, but the Company is unable to assess whether any incremental material loss or adverse effect is reasonably possible as a result of these lawsuits or estimate the range of any potential loss.

The Internal Revenue Service (“IRS”) is conducting an examination of the Company’s U.S. federal income tax returns for the tax years 2015 and 2016. The Company received a Notice of Proposed Adjustment in April 2023 and a Revenue Agent Report in January 2024 from the IRS examination team proposing an adjustment related to an internal reorganization completed in 2016 with respect to the integration of certain operations of Sirona Dental Systems, Inc. following its acquisition in 2016. Although the proposed adjustment does not result in any additional federal income tax liability for the internal reorganization, if sustained, the proposed adjustment would result in the Company owing additional federal income taxes on a distribution of \$451 million related to a stock redemption that occurred after the internal reorganization was completed in 2016. The proposed adjustment, if sustained, would also result in a loss of foreign tax credits carried forward to later tax years. The Company believes that it accurately reported the federal income tax consequences of the internal restructuring and stock redemption in its tax returns and in April 2024, submitted an administrative protest with the IRS Independent Office of Appeals contesting the examination team’s proposed adjustments. The IRS examination team provided the Company with a rebuttal to the Company’s administrative protest during August 2024 and informed the Company that the dispute would be forwarded to the IRS Independent Office of Appeals.

The General Public Prosecutor’s Office Frankfurt am Main is investigating a series of intercompany loans implemented in 2016 and 2017 as part of the post-merger integration activities of DENTSPLY International Inc. and Sirona Dental Systems, Inc. The Company is cooperating with the investigation. The Company believes that the transactions at issue complied with all applicable German laws. No charges have been filed against the Company or any individuals.

The Company intends to vigorously defend its positions and pursue related appeals in the above-described pending matters and believes it is more likely than not that its positions will be sustained, although the Company may elect to settle certain matters. Unless otherwise disclosed herein, the Company has not accrued losses for these matters because the Company does not believe the risk of loss is probable and cannot estimate the range of any potential loss with any reasonable degree of accuracy.

In addition to the matters disclosed above, the Company is, from time to time, subject to a variety of litigation and similar proceedings incidental to its business. These legal matters primarily involve claims for damages arising out of the use of the Company’s products and services and claims relating to intellectual property matters including patent infringement, employment matters, tax matters, commercial disputes, competition, sales, and trading practices, personal injury, and insurance coverage. The Company may also become subject to lawsuits as a result of past or future acquisitions or as a result of liabilities retained from, or representations, warranties or indemnities provided in connection with, divested businesses. Some of these lawsuits may include claims for punitive and consequential, as well as compensatory, damages. Except as otherwise noted, the Company generally cannot predict what the eventual outcome of the above-described pending matters will be, what the timing of the ultimate resolution of these matters will be, or what the eventual loss, fines or penalties related to each pending matter may be. Based upon the Company’s experience, current information, and applicable law, it does not believe that these proceedings and claims will have a material adverse effect on its consolidated results of operations, financial position, or liquidity. However, in the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to the Company’s business, financial condition, results of operations, or liquidity.

While the Company maintains general, product, property, workers’ compensation, automobile, cargo, aviation, crime, fiduciary, cyber, and directors’ and officers’ liability insurance up to certain limits that cover certain of these claims, this insurance may be insufficient or unavailable to cover such losses. In addition, while the Company believes it is entitled to indemnification from third parties for some of these claims, these rights may also be insufficient or unavailable to cover such losses.

Commitments

Purchase Commitments

The Company has certain non-cancelable future commitments primarily related to long-term supply contracts for key components and raw materials. At March 31, 2026, non-cancelable purchase commitments were as follows:

(in millions)	
2026	\$ 97
2027	68
2028	40
2029	—
2030	—
Thereafter	—
Total	\$ 205

The above information should be read in conjunction with Part II, Item 7 “Contractual Obligations” and Part II, Item 8, Note 21, Commitments and Contingencies, in the 2025 Form 10-K.

The table above includes commitments with a cloud services provider supporting the Company’s digital platform which requires minimum cumulative purchases totaling \$63 million through 2028.

Off-Balance Sheet Arrangements

As of March 31, 2026, the Company had no material off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on the Company’s consolidated financial condition, results of operations, liquidity, capital expenditures or capital resources other than certain items disclosed in the sections above.

Indemnification

In the normal course of business to facilitate sales of the Company’s products and services, the Company indemnifies certain parties, including customers, vendors, lessors, services providers, and others, with respect to certain matters, including, but not limited to, services to be provided by or for the Company, and intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with its current and former directors and officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. Several of these agreements limit the time within which an indemnification claim can be made and the amount of the claim.

It is not possible to make a reasonable estimate of the maximum potential amount of indemnification under these indemnification agreements due to the unique facts and circumstances involved in the various matters which give rise to indemnification claims and the particular terms of each agreement. However, to the extent that valid indemnification claims arise in the future, future payments by the Company could be significant and could have a material adverse effect on the Company’s results of operations or cash flows in a particular period.

DENTSPLY SIRONA Inc. and Subsidiaries

Item 2 – Management’s Discussion and Analysis of Financial Condition and Results of Operations

Information included in or incorporated by reference in this Form 10-Q, and other filings with the SEC and the Company’s press releases or other public statements, contains or may contain forward-looking statements. Please refer to the discussion under the header “Forward-Looking Statements and Associated Risks” in the forepart of this Form 10-Q.

Company Profile

DENTSPLY SIRONA Inc. (“Dentsply Sirona” or the “Company”), is the world’s largest diversified manufacturer of professional dental products and technologies, with a 139-year history of innovation and service to the dental industry and a vision of improving oral health and continence care globally. Dentsply Sirona develops, manufactures, and markets comprehensive solutions, including technologically advanced dental equipment supported by cloud-enabled software solutions as well as dental products and healthcare consumable products in urology and enterology under a strong portfolio of world-class brands. Dentsply Sirona’s innovative products provide high-quality, effective, and connected solutions to advance patient care and deliver better, safer, and faster dentistry. Dentsply Sirona’s worldwide headquarters is located in Charlotte, North Carolina. The Company’s shares of common stock are listed in the United States on the Nasdaq stock market under the symbol XRAY.

BUSINESS

Segment Descriptions

Connected Technology Solutions (“CTS”)

This segment includes the design, manufacture, and sales of the Company’s dental technology and equipment products. These products include the Equipment & Instruments and CAD/CAM product categories. Dental CAD/CAM technologies are products designed for dental professionals to support numerous digital workflows for procedures such as dental restorations through integrations with DS Core, our cloud-based platform.

Essential Dental Solutions (“EDS”)

This segment includes the development, manufacture, and sales of the Company’s value-added endodontic, restorative, and preventive consumable products and small equipment used by dental professionals for the treatment of patients. Offerings in this segment also include specialized treatment products including products used in the creation of dental appliances.

Orthodontic and Implant Solutions (“OIS”)

This segment includes the design, manufacture, and sales of the Company’s various digital implant systems and innovative dental implant products, digital dentures, and digital orthodontic solutions. Offerings in this segment also include application of our digital services and technology, including those provided by DS Core, our cloud-based platform.

Wellspect Healthcare (“Wellspect”)

This segment includes the design, manufacture, and sales of the Company’s innovative continence care solutions for both urinary and bowel management. Wellspect Healthcare is a leading global manufacturer and provider of innovative medical devices, including catheters to help people suffering from urinary retention and advanced irrigation systems to help people suffering from chronic or severe constipation, which combine a high degree of user convenience, clinical effectiveness and connectivity into one smart system.

The impact of global economic conditions

Various headwinds are expected to weigh on global growth for the remainder of 2026, due in large part to increasing uncertainties related to global trade policies and inflation. Changes in trade policy, supply chain constraints, higher energy costs, labor shortages, and geopolitical tensions have all contributed to the risk of higher inflation and general economic uncertainty across the industry and the regions in which the Company operates.

The challenging macroeconomic conditions have impacted consumer confidence, the ability and willingness of clinicians to obtain financing to purchase equipment, and consumer discretionary spending for elective procedures, leading to adverse

impacts on the Company's results of operations, particularly in the United States. The Company has taken actions to attempt to mitigate the effects of challenging macroeconomic conditions and may take further actions in the future.

Recent tariff policies

As disclosed in Part I, Item 1A, "Risk Factors," of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (the "2025 Form 10-K"), the Company's business is subject to risks related to, among other factors, tariffs and other trade protection measures put in place by the United States and other countries. The U.S. government has implemented and could further implement various tariffs on the importation of certain goods from certain countries, a number of which are applicable to the Company's supply chain, operations, and sales, and the tariffs enacted or proposed by the Trump Administration and retaliatory tariffs by other countries could make it significantly more difficult or costly for the Company to import certain products or materials to the United States, or export products or materials from the United States to other countries. Further, these tariffs remain subject to evolving modifications and court challenges. Currently, a small portion of the products, materials, and components used in our products are imported from China, and a significant share of the dental equipment that we sell in the United States is manufactured in Europe. Europe is also a major market for our products, including certain consumable products made in the United States, while sales in China represent less than 5% of the Company's global sales on an annual basis. We continue to monitor and evaluate the ongoing and potential impacts on our supply chain, costs, net sales, and profitability of the tariffs, changes in trade policy, whether implemented or proposed, and court rulings on the legality of certain tariffs. We have implemented and continue to evaluate additional strategies that would mitigate such impacts, including competitive pricing strategies to offset tariffs and evaluating potential sourcing options that work with our vendors and merchants to seek to minimize products sourced from high tariff rate countries, both for existing products and for new product development. The impact that these tariffs, changes in trade policy, and court rulings will ultimately have on our financial results remains uncertain, including the impact on demand for our products in certain markets if prices rise as a consequence of import tariffs. For additional information, see Part I, Item 1A, "Risk Factors" in our 2025 Form 10-K.

The impact of geopolitical conflicts

Geopolitical conflicts are expected to continue to shape market dynamics and pose general threats to financial stability in affected regions, including ongoing tensions from the conflicts in the Middle East and the Russia-Ukraine conflict. Overall, the Company's operations in Israel, Russia, and Ukraine have not been materially impacted by these conflicts.

The Company's operations in Israel consist of two manufacturing facilities for implants products, with one site in northern Israel and one site in southern Israel, both of which remain open and continue to operate normally. For the three months ended March 31, 2026, net sales of products produced at these sites comprised approximately 3% of our consolidated net sales and approximately 14% of the net sales of the Orthodontic and Implant Solutions segment. Net assets within Israel totaled \$131 million as of March 31, 2026, consisting primarily of acquired technology, property, plant and equipment, inventory, and cash associated with our operations in the country.

In February 2022, because of the invasion of Ukraine by Russia, economic sanctions were imposed by the United States, the European Union, and certain other countries on Russian financial institutions and businesses. Due to the medical nature of our products, the current sanctions have not materially restricted our ability to continue selling many of our products to customers located in Russia. For the three months ended March 31, 2026, net sales in Russia and Ukraine were approximately 3% of our consolidated net sales, and net assets in these countries were \$89 million as of March 31, 2026. These net assets include \$53 million of cash and cash equivalents held within Russia as of March 31, 2026, as well as inventory and trade accounts receivable. Due to currency control measures imposed by the Russian government, which include restrictions on the ability of companies to repatriate or otherwise remit cash from their Russian-based operations to locations outside of Russia, we continue to be limited in our ability to transfer this cash balance out of Russia without incurring substantial costs. Additionally, beginning in September 2024, as a result of further restrictions by European financial institutions on receiving payments from Russia, our capacity to receive intercompany payments for the delivery of our products into Russia has been partially reduced, which further limits our ability to use cash received from sales in Russia for our general purposes.

Distribution arrangements

We expect changes in the Company's distribution model, including a reduced emphasis on distributor-held inventory, will likely increase variability in ordering patterns and contribute to fluctuations in net sales and operating income.

RESULTS OF OPERATIONS, THREE MONTHS ENDED MARCH 31, 2026 COMPARED TO THREE MONTHS ENDED MARCH 31, 2025

Net Sales

The Company presents net sales comparing the current year periods to the prior year periods. In addition, the Company also presents changes in net sales on a constant currency basis, which is a Non-GAAP measure. The Company defines “constant currency” as the reported net sales adjusted for the impact of foreign currency changes, which is calculated by translating current period net sales using the comparable prior period’s currency exchange rates.

Constant currency is an important internal measure for the Company, and its senior management receives a monthly analysis of operating results that includes constant currency. The performance of the Company is measured on this metric along with other performance metrics.

The Company discloses changes in constant currency to allow investors to evaluate the performance of the Company’s operations exclusive of the impact of foreign currency changes that may impact the comparability of results from period to period and may not be indicative of past or future performance of the normal operations of the Company. The Company believes that this supplemental information is helpful in understanding underlying net sales trends. The Company’s measure of constant currency may differ from those used by other companies and should not be considered in isolation from, or as a substitute for, measures of financial performance prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”).

The Company’s geographic regions for reporting net sales consist of countries in (i) North and South America (“Americas”), (ii) Europe, the Middle East, and Africa (“EMEA”), and (iii) Asia Pacific (“APAC”). Prior period net sales amounts have been recast to conform to the current period presentation, reflecting a shift to a regional geographic presentation, which aligns with how the Company manages commercial activities and reports net sales internally. This change did not impact the Company’s consolidated financial statements.

Net Sales by Segment

Net sales by segment and percentage changes in net sales as reported and on a constant currency basis were as follows:

Net Sales by Segment (in millions, except percentages)	Percentage Change									
	Three Months Ended March 31, 2026 vs. 2025									
			Americas		EMEA		APAC			
2026	2025	As Reported ¹	Constant Currency ¹	As Reported	Constant Currency	As Reported	Constant Currency	As Reported	Constant Currency	
Connected Technology Solutions	\$ 246	\$ 235	4.4%	(2.9)%	1.9%	(1.1)%	7.0%	(5.5)%	3.1%	0.1%
Essential Dental Solutions	350	353	(0.9)%	(7.2)%	(7.3)%	(8.5)%	2.0%	(10.5)%	17.3%	12.6%
Orthodontic and Implant Solutions	199	217	(8.1)%	(13.5)%	(23.7)%	(24.2)%	7.1%	(4.5)%	(2.5)%	(5.7)%
Wellspect Healthcare	85	74	15.0%	3.4%	(3.2)%	(0.6)%	18.2%	4.0%	12.2%	10.6%
Total	\$ 880	\$ 879	0.1%	(6.7)%	(9.4)%	(10.7)%	6.9%	(5.6)%	6.3%	2.7%

(1) Constant currency sales are a Non-GAAP measure in which the reported net sales are adjusted for the impact of foreign currency changes, which is calculated by translating current period net sales using the comparable prior period’s currency exchange rates. The foreign currency impact is the only reconciling item between as reported and constant currency sales.

Total net sales

The net sales decrease on a constant currency basis for the three months ended March 31, 2026 was driven by lower volumes of EDS products in the Americas and EMEA, lower volumes of OIS products in the Americas, and the absence of net sales for Byte products in 2026. The decrease was partially offset by higher volumes in APAC for EDS products, price in EDS in the Americas, and Wellspect product introductions.

Connected Technology Solutions

The net sales decrease on a constant currency basis for the three months ended March 31, 2026 was driven by lower volumes of imaging products in all regions, instruments in all regions, and CAD/CAM in EMEA, as well as unfavorable mix in treatment centers. The decrease was partially offset by the mix of CAD/CAM products in APAC. Volumes of CAD/CAM products held by distributors in the three months ended March 31, 2026 increased approximately \$9 million from December 31, 2025, compared to an increase of approximately \$3 million in the three months ended March 31, 2025 from December 31, 2024. Volumes of imaging products held by distributors in the three months ended March 31, 2026 increased approximately \$1 million from December 31, 2025, compared to an increase of approximately \$6 million in the three months ended March 31, 2025 from December 31, 2024. Distributor inventory levels for both CAD/CAM and imaging products at March 31, 2026 remain below historical averages.

Essential Dental Solutions

The net sales decrease on a constant currency basis for the three months ended March 31, 2026 was driven by lower volumes across all products within the Americas and EMEA. The decrease was partially offset by higher volumes across all products in APAC. The decrease in volumes in EMEA was, in part, a result of distributors holding less inventory as of March 31, 2026 as compared to prior periods. We are unable to quantify the impact to net sales for the three months ended March 31, 2026 from the changes in inventory levels held by EMEA distributors. Changes in inventory levels held by EMEA distributors are expected to impact the amount and timing of net sales in future periods.

Orthodontic and Implant Solutions

The net sales decrease on a constant currency basis for the three months ended March 31, 2026 was driven by the absence of net sales for Byte products in 2026 and lower volumes in implant products.

Wellspect Healthcare

The net sales increase on a constant currency basis for the three months ended March 31, 2026 was driven by new product launches and increased volumes across all regions.

Gross Profit

(in millions, except percentages)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Gross profit	\$ 427	\$ 466	\$ (39)	(8.3%)
Gross profit as a percentage of net sales	48.5%	53.0%	(45) bps	

Percentages are based on actual values and may not reconcile due to rounding.

The decrease in gross profit as a percentage of net sales for the three months ended March 31, 2026 was driven by lower volumes in the EDS and OIS segments, and imaging products within the CTS segment, particularly in the Americas. The decrease was also driven by the absence of net sales for Byte products in 2026, higher tariff costs, unfavorable product mix in the EDS segment and implants products in the OIS segment. The decrease was partially offset by a benefit from foreign currency.

Operating Expenses

(in millions, except percentages)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Selling, general, and administrative (“SG&A”) expenses	\$ 351	\$ 358	\$ (7)	(2.0%)
Research and development (“R&D”) expenses	44	36	8	22.0%
Restructuring and other costs	67	9	58	644.4%
SG&A as a percentage of net sales	39.9%	40.7%	(80) bps	
R&D as a percentage of net sales	5.0%	4.1%	90 bps	

Percentages are based on actual values and may not reconcile due to rounding.

Selling, General, and Administrative Expenses

The decrease in SG&A expenses for the three months ended March 31, 2026 was primarily driven by lower headcount, professional services, and marketing expenses, primarily as a result of restructuring and other cost-saving initiatives.

Research and Development Expenses

For the three months ended March 31, 2026, R&D expenses increased as the Company is increasing allocation of capital to R&D, primarily focused on expanding DS Core to support digital workflows across our product portfolio and accelerating key projects in all segments. The Company expects a level of investment in R&D that is at least 5% of annual net sales in 2026.

Restructuring and Other Costs

The Company recorded restructuring and other costs of \$67 million for the three months ended March 31, 2026, and \$9 million for the three months ended March 31, 2025. The expenses in 2026 consisted primarily of severance costs in conjunction with the restructuring plan announced on February 26, 2026. The expenses in 2025 primarily consisted of costs in connection with furthering the execution of various restructuring initiatives announced in prior years.

Segment Adjusted Operating Income (loss)

(in millions, except percentages) ^(a)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Connected Technology Solutions	\$ (6)	\$ 7	\$ (13)	(185.7) %
Essential Dental Solutions	121	135	(14)	(10.4) %
Orthodontic and Implant Solutions	8	37	(29)	(78.4%)
Wellspect Healthcare	23	26	(3)	(11.5%)

Percentages are based on actual values and may not reconcile due to rounding.

(a) See Note 6, Segment Information, in the Notes to Unaudited Consolidated Financial Statements in Part I, Item 1 of this Form 10-Q for a reconciliation from segment adjusted operating income to consolidated US GAAP income.

Connected Technology Solutions

The decrease in segment adjusted operating income for the three months ended March 31, 2026 is due to lower net sales volumes and higher tariff costs. The decrease was partially offset by lower operating expenses.

Essential Dental Solutions

The decrease in segment adjusted operating income for the three months ended March 31, 2026 is due to lower net sales volumes and higher tariff costs. The decrease was partially offset by lower operating expenses and favorable foreign currency impact.

Orthodontic and Implant Solutions

The decrease in segment adjusted operating income for the three months ended March 31, 2026 is due to lower net sales volumes, the absence of net sales for Byte products in 2026, and higher tariff costs. The decrease was partially offset by lower operating expenses.

Wellspect Healthcare

The decrease in segment adjusted operating income for the three months ended March 31, 2026 is due to higher tariff costs, unfavorable supply chain changes, and a decrease in royalty revenue.

Other Income and Expense

(in millions, except percentages)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Interest expense, net	\$ 24	\$ 19	\$ 5	25.2%
Other (income) expense, net	(17)	—	(17)	NM
Net interest and other expense (income)	\$ 7	\$ 19	\$ (12)	

Percentages are based on actual values and may not reconcile due to rounding.

NM - Not meaningful

Interest expense, net

Interest expense, net for the three months ended March 31, 2026 increased compared to the three months ended March 31, 2025 primarily due to higher interest rate debt issued in September 2025 as well as higher interest rates on commercial paper.

Other (income) expense, net

Other (income) expense, net for the three months ended March 31, 2026 compared to the three months ended March 31, 2025 is as follows:

(in millions, except percentages)	Three Months Ended March 31,		
	2026	2025	\$ Change
Foreign exchange gains ^(a)	\$ (13)	\$ (2)	\$ (11)
Defined benefit pension plan expenses	2	2	—
Other non-operating (income) expense	(6)	—	(6)
Other (income) expense, net	\$ (17)	\$ —	\$ (17)

(a) Foreign exchange gains include a benefit from our net investment hedges totaling \$14 million, offset by revaluation of short-term intercompany receivables and payables of \$1 million.

Income Taxes and Net Income

(in millions, except percentages)	Three Months Ended March 31,		
	2026	2025	\$ Change
(Benefit) provision for income taxes	\$ (32)	\$ 25	\$ (57)
Effective income tax rate	76.3%	56.8%	
Net (loss) income attributable to Dentsply Sirona	\$ (10)	\$ 20	\$ (30)
Diluted (loss) earnings per common share	\$ (0.05)	\$ 0.10	

Percentages are based on actual values and may not reconcile due to rounding.

Provision for income taxes

The effective tax rates for the three months ended March 31, 2026 and 2025 were 76.3% and 56.8%, respectively. The increase in effective tax rate is primarily driven by changes in valuation allowances.

CRITICAL ACCOUNTING ESTIMATES

Goodwill and Indefinite-Lived Intangible Assets

Goodwill represents the excess cost over the fair value of the identifiable net assets of business acquired and is allocated among the Company's reporting units. Indefinite-lived intangible assets consist of trade names, trademarks, and in-process R&D. Neither goodwill nor indefinite-lived intangible assets are amortized; instead, they are tested for impairment at the reporting unit level annually at April 1 or more frequently if events or circumstances indicate that the carrying value may be impaired, or if a decision is made to sell, discontinue, or divest a business. Judgment is involved in determining if an indicator of impairment has occurred during the year. Such indicators may include a decline in expected cash flows, unanticipated competition, increased interest rates, or slower growth rates, among others.

For the three months ended March 31, 2026, the Company considered qualitative and quantitative factors to determine whether any events or changes in circumstances had resulted in a more likely than not impairment of any of its goodwill or indefinite-lived intangible assets during the course of the quarter, and concluded there were no such indicators. The fair values of certain indefinite-lived intangible assets within the Orthodontic and Implant Solutions and Connected Technology Solutions segments continue to approximate carrying value. Any deviation in actual financial results compared to the forecasted financial results or valuation assumptions used in the annual or interim tests, a decline in equity valuations, increases in interest rates, or changes in the use of intangible assets, among other factors, could have a material adverse effect to the fair value of either the reporting units or intangible assets and could result in a future impairment charge.

LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Three Months Ended March 31,		
	2026	2025	\$ Change
Cash provided by (used in):			
Operating activities	\$ 40	\$ 7	\$ 33
Investing activities	(53)	(17)	(36)
Financing activities	(119)	123	(242)
Effect of exchange rate changes on cash and cash equivalents	(4)	13	(17)
Net increase (decrease) in cash and cash equivalents	\$ (136)	\$ 126	\$ (262)

Cash provided by operating activities increased compared to the three months ended March 31, 2025, primarily driven by lower accounts receivable and prepaid expenses and other current assets, partially offset by higher inventories and lower accrued liabilities. At March 31, 2026, the number of days for sales outstanding in accounts receivable remained the same at 62 days as compared to December 31, 2025, and the number of days of sales in inventory remained the same at 131 days as compared to December 31, 2025.

Cash used in investing activities increased compared to the three months ended March 31, 2025, due to higher capital expenditures of \$33 million and settlement of a net investment hedge of \$7 million. The Company estimates capital expenditures to be in the range of approximately \$125 million to \$150 million for the full year 2026 and expects these investments to include expenses for supply chain equipment upgrades and capacity expansion to support product innovation, expenses associated with DS Core enhancements, and the expenses for the new global ERP system.

Cash used in financing activities increased compared to the three months ended March 31, 2025 as the prior-year period benefited from cash inflows related to the issuance of a bridge loan facility, while the current-year period primarily reflects \$51 million in repayments on short-term borrowings and \$31 million in repayments on long-term borrowings.

On November 7, 2023, the Board of Directors approved an increase to the authorized share repurchase program of \$1.0 billion. During the three months ended March 31, 2026, the Company did not repurchase any shares of common stock under the stock repurchase program. At March 31, 2026, \$1.2 billion of authorization remains available for future share repurchases. Additional share repurchases, if any, may be made through open market purchases, Rule 10b5-1 plans, accelerated share repurchases, privately negotiated transactions, or other transactions in such amounts and at such times as the Company considers appropriate based upon prevailing market and business conditions and other factors.

On February 23, 2026, the Company's Board of Directors eliminated the declaration of quarterly dividends on the Company's common stock starting in the quarter ending March 31, 2026.

At March 31, 2026, the Company had \$684 million of borrowings available under lines of credit, including lines available under its short-term arrangements and revolving credit facility. The Company's borrowing capacity includes a \$700 million multi-currency credit facility which expires in May 2028. The Company also has access to an aggregate \$700 million under a U.S. dollar commercial paper facility. The \$700 million revolver serves as a back-up to the commercial paper facility, thus the total available credit under the commercial paper facility and the multi-currency revolving credit facility in the aggregate is \$700 million. The Company had \$35 million in outstanding borrowings under the commercial paper facility at March 31, 2026, resulting in \$665 million remaining available under the revolving credit and commercial paper facilities. The Company also has access to \$19 million in uncommitted short-term financing under lines of credit from various financial institutions, the availability of which is reduced by other short-term borrowings. The lines of credit have no major restrictions and are provided under demand notes between the Company and the lending institutions. At March 31, 2026, the Company had less than \$1 million outstanding under short-term borrowing arrangements.

The Company's revolving credit facility and senior notes contain certain covenants relating to the Company's operations and financial condition. At March 31, 2026, the Company was in compliance with these covenants.

The Company expects on an ongoing basis to be able to finance operating cash requirements, capital expenditures, and debt service from the current cash, cash equivalents, cash flows from operations and amounts available under its existing borrowing facilities.

The cash held by foreign subsidiaries for permanent reinvestment is generally used to finance the subsidiaries' operating activities and future foreign investments. The Company has the ability to repatriate cash to the United States, which could result in an adjustment to the tax liability for foreign withholding taxes, foreign and/or U.S. state income taxes, and the impact of foreign currency movements. At March 31, 2026, management believed that sufficient liquidity was available in the United States and expects this to continue for the next twelve months. The Company has repatriated and expects to continue repatriating certain funds from its non-U.S. subsidiaries that are not needed to finance local operations. Repatriation activities both performed and contemplated to date have not resulted in, and are not expected to result in, any significant incremental tax liability to the Company.

The Company continues to review its debt portfolio and may refinance additional debt or add debt in the near term based on strategic capital management. The Company believes there is sufficient liquidity available for the next twelve months.

Restructuring Plans

On February 24, 2026, the Company's Board of Directors approved a new restructuring plan (the "2026 Plan") to improve operational performance and drive stockholder value creation. As of March 31, 2026, the Company has incurred \$60 million in non-recurring restructuring charges under the 2026 Plan since its inception, primarily related to employee severance payments, benefits, and other transition costs. In total, the Company expects to incur non-recurring charges in the approximate range of \$60 million to \$65 million related to the 2026 Plan, the majority of which will be expensed and paid in cash in 2026 and 2027. The 2026 Plan is anticipated to result in approximately \$120 million in annualized cost savings. The Company intends to reinvest a portion of the anticipated savings in targeted return-to-growth initiatives, including investments in accelerated innovation, clinical education, and sales team education focused on connected dentistry.

NEW ACCOUNTING PRONOUNCEMENTS

Refer to Part I, Item 1, Note 1, Business and Basis of Presentation, in the Notes to Unaudited Consolidated Financial Statements of this Form 10-Q for a discussion of recent accounting pronouncements.

Item 3 – Quantitative and Qualitative Disclosures about Market Risk

There have been no material changes from the information provided in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," in our 2025 Form 10-K.

Item 4 – Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

The Company's management, with the participation of the Company's Chief Executive Officer, who is also serving as the Company's principal financial officer, evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer concluded that the Company's disclosure controls and procedures, as of the end of the period covered by this report, were effective to provide reasonable assurance that the information required to be disclosed by the Company in reports filed or submitted under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and that it is accumulated and communicated to management, including the Chief Executive Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

The Company has committed to a multi-year project to implement a new ERP system using a global platform. The implementation is underway and is expected to continue to occur in phases over the next several years. In connection with the ERP implementation, we are updating and will continue to update our internal control over financial reporting, as necessary, to accommodate modifications to our business processes and accounting procedures.

Except with respect to the continued implementation of the new ERP system, there have been no changes in our internal control over financial reporting during the three months ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. We will continue to evaluate any further changes that could materially affect, or are reasonably likely to materially affect, our internal control over financial reporting over the course of the implementation of the new ERP system and other related systems.

PART II – OTHER INFORMATION

Item 1 – Legal Proceedings

Refer to Part I, Item 1, Note 14 Commitments and Contingencies, in the Notes to Unaudited Consolidated Financial Statements of this Form 10-Q.

Item 1A – Risk Factors

There have been no material changes to the risk factors as disclosed in Part I, Item 1A, “Risk Factors” in the Company’s 2025 Form 10-K.

Item 2 – Unregistered Sales of Securities and Use of Proceeds

During the three months ended March 31, 2026, the Company had no repurchases of common shares under the stock repurchase program.

On November 7, 2023, the Board of Directors approved an increase to the authorized share repurchase program of \$1.0 billion. At March 31, 2026, the Company had authorization to repurchase \$1.2 billion in shares of common stock remaining under the share repurchase program.

Item 5 - Other Information

Rule 10b5-1 Trading Plans

During the three months ended March 31, 2026, none of the Company’s directors or executive officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement” as defined in Item 408(c) of Regulation S-K.

Item 6 – Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amended & Restated DENTSPLY SIRONA Inc. Key Employee Severance Benefits Plan, dated February 24, 2026 * (Filed herewith)
10.2	DENTSPLY SIRONA Inc Key Employee Change of Control Severance Benefits Plan, dated February 24, 2026* (Filed herewith)
10.3	Amendment No. 2 to the DENTSPLY SIRONA Inc. 2024 Omnibus Incentive Plan* (1)
31	Section 302 Certification Statement of the Chief Executive Officer (Filed herewith)
32	Section 906 Certification Statement (Furnished herewith)
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

*Management contract or compensatory plan.

(1) Incorporated by reference to Appendix A of the Company's 2026 Proxy Statement dated April 23, 2026, File no. 0-16211.

Signatures

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

DENTSPLY SIRONA Inc.

/s/ Daniel T. Scavilla
Daniel T. Scavilla
President and Chief Executive Officer

May 5, 2026
Date

**AMENDED & RESTATED
DENTSPLY SIRONA INC.
KEY EMPLOYEE SEVERANCE BENEFITS PLAN**

(Effective as of February 24, 2026)

**ARTICLE 1.
INTRODUCTION**

1.1. **Establishment, Effective Date and Purpose.** Dentsply Sirona Inc. (the “**Company**”) adopted the Dentsply Sirona Inc. Key Employee Severance Benefits Plan originally effective as of May 25, 2022, as amended and restated as of October 10, 2025, and as further amended and restated effective as of February 24, 2026 (the “**Effective Date**”). This Plan (as defined in Section 2.1(u) below) is generally designed to provide separation pay and benefits to certain eligible employees of the Company whose employment is involuntarily terminated by the Company without Cause (as defined in Section 2.1(g) below) or voluntarily resignation for Good Reason (as defined in Section 2.1(s) below) by the Employee, as further set forth in this Plan.

1.2. **Administration.** This Plan shall be administered by the Compensation & Human Capital Committee of the Board of Directors of the Company (the “**Compensation Committee**”).

**ARTICLE 2.
DEFINITIONS AND CONSTRUCTION**

2.1. **Definitions.** For purposes of this Plan, the following words and phrases shall have the respective meanings set forth below, unless the context clearly requires a different meaning:

- (a) “**Accrued Benefits**” means:
 - (i) Base Salary earned through the date of the Qualified Termination,
 - (ii) the balance of any awarded, but as yet unpaid, annual incentive for any fiscal year prior to the fiscal year during which the Employee’s date of the Qualified Termination occurs,
 - (iii) any vested, but not forfeited, benefits on the date of the Qualified Termination under the Company’s employee benefit plans in accordance with the terms of such plans, and
 - (iv) any benefit continuation and conversion rights to which the Employee is entitled under the Company’s employee benefit plans.
- (b) “**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.
- (c) “**Alternative First Payment Date**” means when the total number of days in the Consideration Period (as defined in Section 4.3) combined with the total number of days in the Revocation Period (as defined in Section 4.3) begin in one calendar year and end in the subsequent calendar year from the date a General Release is presented to the Employee under

Section 4.3), it is the date which is *the later of* (i) January 1 of such subsequent calendar year or (ii) the date on which the General Release becomes effective and irrevocable, and that later date becomes the date on which Employee's Severance Pay is then paid.

(d) "**Base Salary**" means the Employee's gross base annual rate of salary with respect to services rendered or labor performed as reflected in the personnel records of the Company immediately prior to the Employee's Qualified Termination (or if the termination is due to a voluntary resignation for Good Reason based on a reduction in base salary, then the Employee's annual base salary in effect immediately prior to such reduction).

(e) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(f) "**Board**" means the board of directors of Dentsply Sirona Inc.

(g) "**Cause**" means the Employee has:

(i) committed an act of fraud against the Company,

(ii) committed an act of malfeasance, recklessness, or gross negligence that is materially injurious to the Company or its customers,

(iii) is indicted for, or convicted of, or pleads no contest to, a felony or a crime involving Employee's moral turpitude,

(iv) breached any confidentiality, non-competition, non-solicitation or assignment of inventions covenants to which the Employee is a party with the Company or any Affiliates,

(v) breached any material policy of or obligations to the Company,

(vi) committed any willful or intentional act of misconduct, malfeasance, recklessness, gross negligence, personal dishonesty or fraud, or

(vii) willfully failed to perform the Employee's duties to the Company.

(h) "**CEO**" means the Chief Executive Officer of the Company.

(i) "**CFO**" means the Chief Financial Officer of the Company.

(j) "**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(k) "**Code**" means the Internal Revenue Code of 1986, as amended.

(l) "**Common Shares**" means the common shares, par value U.S. \$0.01 per share, of the Company.

(m) "**Company**" shall have the meaning ascribed to it in Section 1.1.

(n) "**Employee**" means:

(i) the CEO;

(ii) any executive that reports directly into the CEO who has a title of Senior Vice President or higher; and

(iii) any other common-law employee that is designated in writing by the Compensation Committee as eligible for participation under this Plan.

(o) “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

(p) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(q) “**Equity Plan**” means the Dentsply Sirona Inc. 2016 Omnibus Incentive Plan or the Dentsply Sirona Inc. 2024 Omnibus Incentive Plan (or any successor omnibus equity plan thereto).

(r) “**First Payment Date**” means the first payroll period that immediately follows the completion of *both* the Consideration Period (as defined in Section 4.3) and Revocation Period (as defined in Section 4.3) pertaining to an Employee’s Severance Pay.

(s) “**Good Reason**” means when an Employee’s voluntary resignation from the Company is triggered following the initial existence of one or more of the following conditions arising without the Employee’s consent:

(i) any material reduction in Employee’s Base Salary, other than as part of an across-the-board salary reduction applied to all similarly situated executives, or

(ii) any material reduction in Employee’s target annual cash bonus opportunity (*i.e.*, as a percentage of Base Salary), or

(iii) relocation of Employee to a facility or location more than fifty (50) miles from his/her principal place of work, resulting in a material increase to his/her normal commute, or

(iv) **solely** with respect to the CEO and CFO of the Company, a material diminution of authorities, duties or responsibilities (other than temporarily while Employee is physically or mentally incapacitated and unable to properly perform such duties, as determined by the Committee in good faith).

Notwithstanding the foregoing, in order for an Employee to qualify for a Good Reason voluntary resignation, he/she must provide written notice of the circumstances giving rise to the Good Reason event to the CEO (but for the CEO, written notice is provided to the Board) within ninety (90) days after its initial existence and provide the Company thirty (30) days from receipt of such written notice any ability to cure such circumstance. An event constituting Good Reason shall no longer constitute Good Reason if the applicable event is cured by the Company within such thirty (30) day period; provided, however, if the Company does not timely cure the applicable Good Reason event, the Employee must resign for Good Reason by terminating his/her employment no later than thirty (30) days following the end of the Company’s thirty (30) day cure period.

(t) “**Person**” has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “group” as defined in Section 13(d) thereof.

(u) “**Plan**” means this Amended & Restated Dentsply Sirona Inc. Key Employee Severance Benefits Plan, effective February 24, 2026, and as further amended from time to time.

(v) “**Qualified Termination**” means an involuntary termination of the Employee’s employment by the Company without Cause or a voluntary resignation by the Employee for Good Reason.

(w) “**Severance Pay**” shall have the meaning ascribed to it in Section 4.1(a).

(x) “**Specified Employee**” shall mean an Employee who is a key employee (as defined in Code Section 416(i) without regard to Code Section 416(i)(5)) of the Company. For purposes of this definition, an Employee is a key employee if the Employee meets the requirements of Code Section 416(i)(1)(A)(i), (ii) or (iii) (applied in accordance with the regulations thereunder and disregarding Code Section 416(i)(5)) at any time during the twelve-month period ending on any December 31. If an Employee is a key employee as of any December 31, that Employee is treated as a Specified Employee for the twelve-month period beginning on the January 1 following the relevant December 31.

2.2. **Number and Gender.** Wherever appropriate, words used in the singular shall be considered to include the plural and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in this Plan, shall be deemed to include the feminine gender.

2.3. **Headings.** The headings are included solely for convenience, and if there is any conflict between any heading and the text of this Plan, this Plan text shall control.

ARTICLE 3. PARTICIPATION AND ELIGIBILITY

3.1. **Participation.** An individual who meets the definition of an “Employee” as of his/her termination of employment with the Company **and** whose employment terminates due to an event which constitutes a Qualified Termination is entitled to receive benefits under this Plan.

ARTICLE 4. SEVERANCE BENEFITS

4.1. **Qualified Termination.** With respect to a Qualified Termination, the following payment and benefits apply:

(a) **Severance Pay.**

(i) **Amounts.** Subject to Section 4.3 and Section 4.4 below, the Employee will be eligible to receive from the Company:

(A) **CEO.** A lump-sum payment equal to two (2) times the sum of the CEO’s:

(I) Base Salary, **plus**

(II) target bonus opportunity available for the fiscal year which includes the date of the CEO’s Qualified Termination, **plus**

(III) the sum of the applicable monthly COBRA charges for continuation of medical, dental and vision insurances on a post-employment basis which are based on the CEO’s active insurance

coverage elections on the date of the CEO's Qualified Termination **multiplied by** twelve (12) (whether or not the CEO actually elects COBRA coverage).

(B) **Employees Other Than the CEO.** A lump-sum payment equal to one (1) times the sum of the respective Employee's:

(I) Base Salary, **plus**

(II) target bonus opportunity available for the fiscal year which includes the date of the respective Employee's Qualified Termination, **plus**

(III) the sum of the applicable monthly COBRA charges for continuation of medical, dental and vision insurances on a post-employment basis which are based on the Employee's active insurance coverage elections on the date of the Employee's Qualified Termination **multiplied by** twelve (12) (whether or not the Employee actually elects COBRA coverage).

Base Salary, target bonus, and potential COBRA payments under this Section 4.1(a) are collectively hereinafter referred to as the "**Severance Pay.**" Notwithstanding the foregoing, to the extent an Employee has an offer letter or employment agreement with the Company providing a more favorable severance benefit pertaining to Base Salary, target bonus, and potential COBRA payment, then for purposes of this Section 4.1(a), the amount of such more favorable Base Salary, target bonus, and potential COBRA payment shall apply in lieu hereof.

(ii) **Payment.** If an Employee is **not** a Specified Employee as of the date of such Employee's Qualified Termination, then the Severance Pay shall be made in a lump sum payment on the First Payment Date in accordance with the Company's normal payroll practices; provided, that if the total number of days in the Consideration Period combined with the total number of days in the Revocation Period begin in one calendar year and end in the subsequent calendar year from the date such General Release is presented to the Employee, the Severance Pay shall instead be paid on the Alternative First Payment Date. However, if the Employee is a Specified Employee as of the date of such Employee's Qualified Termination, the Severance Pay with respect to an Employee shall be paid as follows:

(A) an amount equal to **the lesser of:**

(I) **the lesser of:**

(1) the total Severance Pay, or

(2) two (2) times the Employee's Base Salary as in effect on the date of the respective Employee's Qualified Termination, or

(II) two (2) times the compensation limit of Code Section 401(a)(17) for the calendar year which includes the date of the respective Employee's Qualified Termination (*i.e.*, \$700,000 for 2025),

shall be paid to the Employee in a lump sum no later than the First Payment Date or the Alternative First Payment Date, as the case may be, and

- (B) an amount, if any, equal to:
 - (I) the total Severance Pay, *reduced by*
 - (II) the amount paid to Employee under Subclause (A) immediately above,

shall be paid to the Employee in a lump sum no later than the seventh month anniversary of the date of the Employee's Qualified Termination.

(b) **Pro-Rated Actual Bonus Severance.** Subject to Section 4.3 and Section 4.4 below, all Employees (including the CEO) will be eligible to receive from the Company, a lump-sum payment equal to

- (i) the annual bonus that the Employee would have earned for the fiscal year in which the Employee's Qualified Termination occurs had the Employee remained employed with the Company through the date the Employee was required to continue employment with the Company in order to be eligible to receive such bonus *multiplied by*
- (ii) the fraction of (I) the number of days of employment completed during the fiscal year in which the Employee's Qualified Termination occurs *divided by* (II) the total number of days in such fiscal year.

The pro-rated actual bonus severance, if any, will be paid at the same time as other similarly situated employees of the Company receiving bonus payments for the fiscal year but in no event will such lump sum payment of the pro-rated actual bonus be later than March 15 of the year following the year of the Employee's Qualified Termination.

(c) **Potential Equity-Compensation Accelerated Vesting.** Subject to Section 4.3 and Section 4.4 below, all Employees (including the CEO) with outstanding equity-compensation awards under any Equity Plan where such equity-compensation awards are subject to either full acceleration of vesting or deemed full satisfaction of any performance conditions imposed upon such equity-compensation awards pursuant to the Employee's involuntary termination without Cause, shall equally be able to receive full acceleration of vesting or deemed full satisfaction of any performance conditions imposed upon such equity-compensation awards pursuant to the Employee's voluntary resignation with Good Reason; provided, however, in such situation, this Plan's definition of Good Reason shall govern whether a Good Reason has occurred.

4.2. **Alternative Severance Benefits.** In the event that an Employee is a "Covered Employee" as defined in the Dentsply Sirona Inc. Key Employee Change of Control Severance Benefits Plan, originally effective as of February 24, 2026, as amended (the "**COC Plan**"), that also provides for severance benefits upon a termination of employment in connection with a "Change of Control" (as defined in the COC Plan), the Employee shall not receive benefits under this Plan as a result of such termination of employment, but instead shall receive only the severance benefits provided under the COC Plan (i.e., there shall be no "double-dipping" and only the COC Plan shall apply in such an event).

(a)

4.3. **General Release.** Notwithstanding anything to the contrary, the severance benefits payable under Section 4.1(a) above are specifically conditioned upon the execution by the Employee of a General Release and Waiver (the "**General Release**") of claims against the Company and all its

Affiliates, effective as of the Employee's last day of employment, which agreement shall be in the form provided by the Company (in other words, that such General Release must be executed and become effective in accordance with its terms (*i.e.*, not revoked), including the expiration of the Revocation Period (as defined below) specified in the General Release, and further that such General Release may reasonably be modified for general applicability by the Company from time to time). By law, any General Release provided to Employee must provide Employee a minimum period under the federal Age Discrimination in Employment Act (currently, either twenty-one (21) or forty-five (45) calendar days depending on Employee's age on the date of his/her Qualified Termination) to consider and evaluate whether to execute the General Release (the "**Consideration Period**"). Following Employee's execution of the General Release and providing such executed copy to the Company no later than the last day of the Consideration Period, the General Release will also identify for the Employee any applicable period which immediately follows the Consideration Period during which the Employee may revoke a General Release previously provided to the Company (the "**Revocation Period**"). For clarity, if the Employee does not execute the General Release within the Consideration Period specified in the General Release, or the Employee exercises the revocation right specified in the General Release, any and all such severance benefits provided for under Section 4.1(a) shall be forfeited and shall not be payable at all. Further, notwithstanding anything in this Plan to the contrary, if the Consideration Period and Revocation Period taken together span two calendar years, then any and all severance benefits provided for under Section 4.1(a) shall be paid or commence, as applicable, in the second such calendar year.

4.4. **Limitation on Plan Payments and Other Restrictions.**

(a) **Tax Withholding.** The Company may withhold from any and all amounts payable under this Plan all Federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

(b) **Code Section 280G and Code Section 4999.** Notwithstanding any other provision of this Plan or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Employee or for the Employee's benefit pursuant to the terms of this Plan or otherwise ("**Covered Payments**") constitute "parachute payments" within the meaning of Code Section 280G and would, but for this Section 4.4(b) be subject to the excise tax imposed under Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then the Covered Payments shall either (i) be reduced (but not below zero) *to the minimum extent* necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax or (ii) be delivered in full, whichever of the foregoing amounts, taking into account the applicable federal, state or local income and employment taxes and the Excise Tax, results in the receipt by the Employee, on an after-tax basis, of the greatest amount of benefits. Any reduction pursuant to this Section 4.4(b) shall be made in accordance with Code Section 409A and the following:

(i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Code Section 409A shall be reduced first, and

(ii) all other Covered Payments shall then be reduced as follows:

(A) cash payments shall be reduced before non-cash payments, and

(B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) **Code Section 409A.** All payments to Employees pursuant to this Plan are intended to comply with the requirements of Code Section 409A and the regulations thereunder, and to the maximum extent permitted by law this Plan shall be interpreted and administered in

accordance with that intent. Without limiting the generality of the foregoing: (i) each separate installment of severance payable to Employee shall be considered a separate “payment” for purposes of Code Section 409A, and (ii) if Executive incurs a Qualified Termination that does not also constitute a “separation from service” as defined in Code Section 409A, Employee’s right to all amounts payable by reason of such Qualified Termination shall fully vest on the date of the Qualified Termination, but to the extent required to avoid the imposition of additional income taxes under Code Section 409A, payment shall be deferred until Employee incurs a “separation from service” as so defined and if the Employee is a Specified Employee, then until the earlier of (A) six (6) months and one day following the date of such Employee’s separation from service or (B) such Employee’s death. The Company reserves the right to amend this Plan as it considers necessary or advisable, in its sole discretion and without the consent of the Employee or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Code Section 409A or to otherwise avoid income recognition under Code Section 409A prior to the actual payment of any benefits or imposition of any additional tax.

4.5. **Accrued Benefits.** Employees are always entitled to receive their Accrued Benefits on top of any benefits provided under this Plan.

4.6. **Termination other than Qualified Terminations.** If the termination of Employee’s employment with the Company is not a Qualified Termination, then the Employee will not be entitled to receive severance or other benefits under this Plan.

4.7. **Transfer between the Company and Affiliates.** For purposes of this Plan, if the Employee is involuntarily transferred from the Company to an Affiliate or vice versa, such transfer will not be an involuntary termination without Cause but may give the Employee the ability to resign for Good Reason.

4.8. **Exclusive Remedy.** In the event of a termination of the Employee’s employment with the Company, the provisions of this Plan are intended to be and are exclusive and in lieu of any other rights or remedies to which the Employee may otherwise be entitled, whether at law, tort or contract, in equity. The Employee will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Plan.

ARTICLE 5.

DETERMINATION OF BENEFITS, CLAIMS PROCEDURE AND ADMINISTRATION

5.1. **Claims.** An Employee who believes that he/she is being denied a benefit to which he/she is entitled (hereinafter referred to as “**Claimant**”), or his/her duly authorized representative, may file a written request for such benefit with the Compensation Committee setting forth his/her claim. The request must be addressed to the Compensation Committee at the Company’s principal place of business.

5.2. **Claim Decision.** Upon receipt of a claim, the Compensation Committee shall advise the Claimant that a reply will be forthcoming within a reasonable period of time, but ordinarily not later than ninety (90) days, and shall, in fact, deliver such reply within such period. However, the Compensation Committee may extend the reply period for an additional ninety (90) days for reasonable cause. If the reply period will be extended, the Compensation Committee shall advise the Claimant in writing during the initial ninety (90)-day period indicating the special circumstances requiring an extension and the date by which the Compensation Committee expects to render the benefit determination. If the claim is denied in whole or in part, the Compensation Committee will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

- (a) the specific reason or reasons for the denial,
- (b) the specific references to pertinent Plan provisions on which the denial is based,

(c) description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such material or such information is necessary,

(d) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review, and

(e) the time limits for requesting a review of the denial under Section 5.2 and for the actual review of the denial under Section 5.3.

5.3. **Request for Review.** Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Secretary of the Company ("**Secretary**") review the Compensation Committee's prior determination. Such request must be addressed to the Secretary at the Company at its then principal place of business. The Claimant or his/her duly authorized representative may submit written comments, documents, records or other information relating to the denied claim, which such information shall be considered in the review under this Section without regard to whether such information was submitted or considered in the initial benefit determination. The Claimant or his/her duly authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which:

(a) was relied upon by the Compensation Committee in making its initial claims decision,

(b) was submitted, considered or generated in the course of the Compensation Committee making its initial claims decision, without regard to whether such instrument was actually relied upon by the Compensation Committee in making its decision, or

(c) demonstrates compliance by the Compensation Committee with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents and that, where appropriate, this Plan provisions have been applied consistently with respect to similarly situated claimants.

If the Claimant does not request a review of the Compensation Committee's determination within such sixty (60)-day period, he or she shall be barred and estopped from challenging such determination.

5.4. **Review of Decision.** Within a reasonable period of time, ordinarily not later than sixty (60) days, after the Secretary's receipt of a request for review, it will review the Compensation Committee's prior determination. If special circumstances require that the sixty (60)-day time period be extended, the Secretary will so notify the Claimant within the initial sixty (60)-day period indicating the special circumstances requiring an extension and the date by which the Secretary expects to render its decision on review, which shall be as soon as possible but not later than one-hundred twenty (120) days after receipt of the request for review. In the event that the Secretary extends the determination period on review due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall not take into account the period beginning on the date on which notification of extension is sent to the Claimant and ending on the date on which the Claimant responds to the request for additional information. Benefits under this Plan will be paid only if the Secretary decides in its discretion that the Claimant is entitled to such benefits. The decision of the Secretary shall be final and non-reviewable, unless found to be arbitrary and capricious by a court of competent review. Such decision will be binding upon the Employer and the Claimant. If the Secretary makes an adverse benefit determination on review, the Secretary will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

- (a) the specific reason or reasons for the denial,
 - (b) the specific references to pertinent Plan provisions on which the denial is based,
- and
- (c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which:
 - (i) was relied upon by the Secretary in making its decision,
 - (ii) was submitted, considered or generated in the course of the Secretary making its decision, without regard to whether such instrument was actually relied upon by the Secretary in making its decision,
 - (iii) demonstrates compliance by the Secretary with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents, and that, where appropriate, this Plan provisions have been applied consistently with respect to similarly situated claimants, and
 - (iv) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following the adverse benefit determination on such review.

5.5. **Discretionary Authority.** The Compensation Committee and Secretary shall both have discretionary authority to determine a Claimant's entitlement to benefits upon his/her claim or his/her request for review of a denied claim, respectively.

ARTICLE 6. **MISCELLANEOUS**

6.1. **Plan Not a Contract of Employment.** The adoption and maintenance of this Plan shall not be or be deemed to be a contract between the Company and any Employee or to be consideration for the employment of any Employee. Nothing herein contained shall give or be deemed to give any person the right to be retained in the employ of the Company or to restrict the right of the Company to discharge any Employee at any time; nor shall this Plan give or be deemed to give the Company the right to require any Employee to remain in the employ of the Company or to restrict any Employee's right to terminate his/her employment at any time.

6.2. **Amendment and Termination.** Effective through October 10, 2026, the Committee may from time to time, in its complete and sole discretion, unilaterally amend, in whole or in part, any or all of the provisions of this Plan *subject to* providing one year's advance notice to the Employees prior to the effective date of any change that has the effect of reducing or diminishing the rights of any Employee under this Plan; provided, however, no amendment may be made which would impair the rights of an Employee with respect to amounts already due and owing. Notwithstanding the foregoing, effective as of October 10, 2026, the Committee may from time to time, in its complete and sole discretion, unilaterally amend, in whole or in part, any or all of the provisions of this Plan; provided, however, no amendment may be made which would impair the rights of an Employee with respect to amounts already due and owing. Notwithstanding anything to the contrary, (i) the Committee retains unilateral authority to amend this Plan at any time, regardless of impact to Employees, if such change is required under any law applicable to this Plan, and (ii) any change which directly impacts the benefits provided to the CEO may not be amended without the Committee seeking Board approval first. Only the Board has the right to terminate this Plan at any time so long as such termination complies fully with the provisions of Code Section 409A and the underlying final regulations.

6.3. **Governing Laws.** All provisions of this Plan shall be construed in accordance with the laws of Delaware except to the extent preempted by federal law.

6.4. **Entire Agreement.** This document and any amendments contain all the terms and provisions of this Plan and shall constitute the entire Plan, any other alleged terms or provisions being of no effect.

6.5. **No Guarantee of Tax Consequences.** While the Company has established, and will maintain this Plan, the Company makes no representation, warranty, commitment, or guaranty concerning the income, employment, or other tax consequences of participation in this Plan under federal, state, or local law.

6.6. **The Company's Successors.** Any successor (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets must assume the obligations under this Plan and agree expressly to perform the obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession.

6.7. **Notice.**

(a) **General.** All notices and other communications required or permitted under this Plan shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) twenty-four (24) hours after confirmed facsimile transmission, (iii) one (1) business day after deposit with a recognized overnight courier, or (iv) three (3) business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Employee, at the address the Employee shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Dentsply Sirona Inc.
13320 Ballantyne Corporate Place
Charlotte, NC 28277
Attention: General Counsel

(b) **Notice of Termination.** Any termination by the Company for Cause will be communicated by a notice of termination to the Employee, and any termination by the Employee for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with this Section 6.7. Such notice will indicate the specific termination provision in this Plan relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the later of (i) the giving of such notice, or (ii) the end of any applicable cure period). The failure by the Employee to include in the notice any fact or circumstance that contributes to a showing of Good Reason will not waive any right of the Employee under this Plan or preclude the Employee from asserting such fact or circumstance in enforcing the Employee's rights under this Plan.

6.8. **Resignation.** The termination of the Employee's employment for any reason will also constitute, without any further required action by the Employee, the Employee's voluntary resignation from all officer and/or director positions held at the Company or an Affiliate, and at the Board's request, the Employee will execute any documents reasonably necessary to reflect such resignation.

6.9. **Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Plan by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

6.10 **Severability.** The invalidity or unenforceability of any provision or provisions of this Plan will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

**DENTSPLY SIRONA INC.
KEY EMPLOYEE CHANGE OF CONTROL
SEVERANCE BENEFITS PLAN**

(Effective as of February 24, 2026)

**ARTICLE 1.
INTRODUCTION**

1.1. **Establishment, Effective Date and Purpose.** Dentsply Sirona Inc. (the “**Company**”) has adopted the Dentsply Sirona Inc. Key Employee Change of Control Severance Benefits Plan effective as of February 24, 2026 (the “**Effective Date**”). This Plan (as defined in Section 2.1(y) below) is generally designed to provide separation pay and benefits to certain eligible employees of the Company whose employment is involuntarily terminated by the Company without Cause (as defined in Section 2.1(g) below) or voluntarily resignation for Good Reason (as defined in Section 2.1(w) below) by the Covered Employee (as defined in Section 2.1(r) below) in connection with a Change of Control (as defined in Section 2.1(j)), as further set forth in this Plan.

1.2. **Administration.** This Plan shall be administered by the Compensation & Human Capital Committee of the Board of Directors of the Company (the “**Compensation Committee**”).

**ARTICLE 2.
DEFINITIONS AND CONSTRUCTION**

2.1. **Definitions.** For purposes of this Plan, the following words and phrases shall have the respective meanings set forth below, unless the context clearly requires a different meaning:

- (a) “**Accrued Benefits**” means:
 - (i) Base Salary earned through the date of the COC Qualified Termination,
 - (ii) the balance of any awarded, but as yet unpaid, annual incentive for any fiscal year prior to the fiscal year during which the Covered Employee’s date of the COC Qualified Termination occurs,
 - (iii) any vested, but not forfeited, benefits on the date of the COC Qualified Termination under the Company’s employee benefit plans in accordance with the terms of such plans, and
 - (iv) any benefit continuation and conversion rights to which the Covered Employee is entitled under the Company’s employee benefit plans.
- (b) “**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.
- (c) “**Alternative First Payment Date**” means when the total number of days in the Consideration Period (as defined in Section 4.3) combined with the total number of days in the Revocation Period (as defined in Section 4.3) begin in one calendar year and end in the subsequent calendar year from the date a General Release is presented to the Covered Employee

under Section 4.3), it is the date which is *the later of* (i) January 1 of such subsequent calendar year or (ii) the date on which the General Release becomes effective and irrevocable, and that later date becomes the date on which Covered Employee's Severance Pay is then paid.

(d) "**Base Salary**" means the Covered Employee's gross base annual rate of salary with respect to services rendered or labor performed as reflected in the personnel records of the Company immediately prior to the Covered Employee's COC Qualified Termination (or if the termination is due to a voluntary resignation for Good Reason based on a reduction in base salary, then the Covered Employee's annual base salary in effect immediately prior to such reduction).

(e) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(f) "**Board**" means the board of directors of Dentsply Sirona Inc.

(g) "**Cause**" means the Covered Employee has:

(i) committed an act of fraud against the Company,

(ii) committed an act of malfeasance, recklessness, or gross negligence that is materially injurious to the Company or its customers,

(iii) is indicted for, or convicted of, or pleads no contest to, a felony or a crime involving Covered Employee's moral turpitude,

(iv) breached any confidentiality, non-competition, non-solicitation or assignment of inventions covenants to which the Covered Employee is a party with the Company or any Affiliates,

(v) breached any material policy of or obligations to the Company,

(vi) committed any willful or intentional act of misconduct, malfeasance, recklessness, gross negligence, personal dishonesty or fraud, or

(vii) willfully failed to perform the Covered Employee's duties to the Company.

(h) "**CEO**" means the Chief Executive Officer of the Company.

(i) "**CFO**" means the Chief Financial Officer of the Company.

(j) "**Change of Control**" means an event set forth in any one of the following subparagraphs which shall have occurred following February 24, 2026:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (B) of subparagraph (iii) immediately below, or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving:

(A) individuals who, on February 24, 2026, constitute the Board, and

(B) any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds ($\frac{2}{3}$) of the directors then still in office who either were directors on February 24, 2026 or whose appointment, election or nomination for election was previously so approved or recommended, or

(iii) there is consummated a merger or consolidation of the Company (or any direct or indirect parent or subsidiary of the Company) with any other company, *other than*

(A) a merger or consolidation which would result in the Beneficial Owners of the voting securities of the Company outstanding immediately prior thereto continuing to own, in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, more than fifty percent (50%) of the combined voting power of the voting securities of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof outstanding immediately after such merger or consolidation, or

(B) a merger or consolidation immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof, or

(C) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing thirty percent (30%) or more of the combined voting power of the Company's, a surviving entity's or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent's then outstanding securities, or

(iv) a plan of complete liquidation or dissolution of the Company is consummated, or

(v) there is consummated a sale or disposition of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or any parent thereof.

Notwithstanding the foregoing:

(I) a Change of Control shall **not** be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following

which the holders of Common Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions, and

(II) if all or a portion of any compensation (whether cash or equity) due under this Plan constitutes deferred compensation under Code Section 409A and such compensation (or portion thereof) is otherwise to be settled or paid on an accelerated basis due to a Change of Control event that is **not** a “change in control event” described in Treasury Regulation Section 1.409A-3(i)(5) or successor guidance,

then if such settlement or payment of such compensation (whether cash or equity) would result in additional tax under Code Section 409A, such compensation (or the portion thereof) shall vest at the time of the Change of Control (provided such accelerated vesting will not result in additional tax under Code Section 409A of the Code), but settlement or payment, as the case may be, shall not be accelerated, but instead be settled and paid in accordance with the original settlement or payment date.

(k) “**Change of Control Period**” means the period beginning on the date of closing of the Change of Control and ending twenty-four (24) months following the date of closing of the Change of Control.

(l) “**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(m) “**COC Qualified Termination**” means an involuntary termination of the Covered Employee’s employment by the Company without Cause or a voluntary resignation by the Covered Employee for Good Reason, in either case, during the Change of Control Period.

(n) “**COC Severance Pay**” shall have the meaning ascribed to it in Section 4.2(a).

(o) “**Code**” means the Internal Revenue Code of 1986, as amended.

(p) “**Common Shares**” means the common shares, par value U.S. \$0.01 per share, of the Company.

(q) “**Company**” shall have the meaning ascribed to it in Section 1.1.

(r) “**Covered Employee**” means:

(i) the CEO;

(ii) any executive that reports directly into the CEO who has a title of Senior Vice President or higher; and

(iii) any other common-law employee that is designated in writing by the Compensation Committee as eligible for participation under this Plan.

(s) “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

(t) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(u) “**Equity Plan**” means the Dentsply Sirona Inc. 2016 Omnibus Incentive Plan or the Dentsply Sirona Inc. 2024 Omnibus Incentive Plan (or any successor omnibus equity plan thereto).

(v) “**First Payment Date**” means the first payroll period that immediately follows the completion of *both* the Consideration Period (as defined in Section 4.3) and Revocation Period (as defined in Section 4.3) pertaining to a Covered Employee’s COC Severance Pay.

(w) “**Good Reason**” means when a Covered Employee’s voluntary resignation from the Company is triggered following the initial existence of one or more of the following conditions arising without the Covered Employee’s consent:

(i) any material reduction in the Covered Employee’s Base Salary, other than as part of an across-the-board salary reduction applied to all similarly situated executives, or

(ii) any material reduction in the Covered Employee’s target annual cash bonus opportunity (*i.e.*, as a percentage of Base Salary), or

(iii) relocation of the Covered Employee to a facility or location more than fifty (50) miles from his/her principal place of work, resulting in a material increase to his/her normal commute, or

(iv) **solely** with respect to the CEO and CFO of the Company, a material diminution of authorities, duties or responsibilities (other than temporarily while the Covered Employee is physically or mentally incapacitated and unable to properly perform such duties, as determined by the Committee in good faith); or

(v) either:

(A) the Company’s failure to obtain, within ten (10) days after the date of the Change of Control, the express assumption of this Plan by the successor entity, or

(B) any material reduction in the Covered Employee’s target long term incentive (*i.e.*, typically referred to in the Covered Employee’s employment agreement as an “annual equity award” expressed as a dollar amount).

Notwithstanding the foregoing, in order for a Covered Employee to qualify for a Good Reason voluntary resignation, he/she must provide written notice of the circumstances giving rise to the Good Reason event to the CEO (but for the CEO, written notice is provided to the Board) within ninety (90) days after its initial existence and provide the Company thirty (30) days from receipt of such written notice any ability to cure such circumstance. An event constituting Good Reason shall no longer constitute Good Reason if the applicable event is cured by the Company within such thirty (30) day period; provided, however, if the Company does not timely cure the applicable Good Reason event, the Covered Employee must resign for Good Reason by terminating his/her employment no later than thirty (30) days following the end of the Company’s thirty (30) day cure period.

(x) “**Person**” has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “group” as defined in Section 13(d) thereof.

(y) “**Plan**” means this Dentsply Sirona Inc. Key Employee Change of Control Severance Benefits Plan, effective February 24, 2026, and as further amended from time to time.

(z) “**Specified Employee**” shall mean a Covered Employee who is a key employee (as defined in Code Section 416(i) without regard to Code Section 416(i)(5)) of the Company. For purposes of this definition, a Covered Employee is a key employee if the Covered Employee meets the requirements of Code Section 416(i)(1)(A)(i), (ii) or (iii) (applied in accordance with the regulations thereunder and disregarding Code Section 416(i)(5)) at any time during the twelve-month period ending on any December 31. If a Covered Employee is a key employee as of any December 31, that Covered Employee is treated as a Specified Employee for the twelve-month period beginning on the January 1 following the relevant December 31.

2.2. **Number and Gender.** Wherever appropriate, words used in the singular shall be considered to include the plural and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in this Plan, shall be deemed to include the feminine gender.

2.3. **Headings.** The headings are included solely for convenience, and if there is any conflict between any heading and the text of this Plan, this Plan text shall control.

ARTICLE 3. PARTICIPATION AND ELIGIBILITY

3.1. **Participation.** An individual who meets the definition of an “Covered Employee” as of his/her termination of employment with the Company **and** whose employment terminates due to an event which constitutes a COC Qualified Termination is entitled to receive benefits under this Plan.

ARTICLE 4. SEVERANCE BENEFITS

4.1. **[RESERVED]**

4.2. **COC Qualified Termination.** With respect to a COC Qualified Termination, the following payment and benefits apply:

(a) **Severance Pay.**

(i) **Amounts.** Subject to Section 4.3 and Section 4.4 below, the Covered Employee will be eligible to receive from the Company:

(A) **CEO.** A lump-sum payment equal to:

(I) three (3) times the sum of the CEO’s:

(1) Base Salary, *plus*

(2) target bonus opportunity available for the fiscal year which includes the date of the CEO’s COC Qualified Termination, *plus*

(3) the sum of the applicable monthly COBRA charges for continuation of medical, dental and vision insurances on a post-employment basis which are based on the CEO’s active insurance coverage elections on the date of the CEO’s

COC Qualified Termination *multiplied by* twelve (12) (whether or not the CEO actually elects COBRA coverage), **PLUS**

(II) the CEO's target annual bonus for the fiscal year in which the CEO's COC Qualified Termination occurs, *multiplied by* the fraction of (I) the number of days of employment completed during the fiscal year in which the CEO's COC Qualified Termination occurs, *divided by* (II) the total number of days in such fiscal year.

(B) **Covered Employees Other Than the CEO.** A lump-sum payment equal to:

(I) two (2) times the sum of the respective Covered Employee's:

(1) Base Salary, *plus*

(2) target bonus opportunity available for the fiscal year which includes the date of the respective Covered Employee's COC Qualified Termination, *plus*

(3) the sum of the applicable monthly COBRA charges for continuation of medical, dental and vision insurances on a post-employment basis which are based on the Covered Employee's active insurance coverage elections on the date of the Covered Employee's COC Qualified Termination *multiplied by* twelve (12) (whether or not the Covered Employee actually elects COBRA coverage), **PLUS**

(II) the respective Covered Employee's target annual bonus for the fiscal year in which the Covered Employee's COC Qualified Termination occurs, *multiplied by* the fraction of (I) the number of days of employment completed during the fiscal year in which the Covered Employee's COC Qualified Termination occurs, *divided by* (II) the total number of days in such fiscal year.

Base Salary, target bonus, potential COBRA payments and pro-rated target bonus under this Section 4.2(a) are collectively hereinafter referred to as the "**COC Severance Pay.**"

(ii) **Payment.** If a Covered Employee is **not** a Specified Employee as of the date of such Covered Employee's COC Qualified Termination, then the COC Severance Pay shall be made in a lump sum payment on the First Payment Date in accordance with the Company's normal payroll practices; provided, that if the total number of days in the Consideration Period combined with the total number of days in the Revocation Period begin in one calendar year and end in the subsequent calendar year from the date such General Release is presented to the Covered Employee, the COC Severance Pay shall instead be paid on the Alternative First Payment Date. However, if the Covered Employee is a Specified Employee as of the date of such Covered Employee's COC Qualified Termination, the COC Severance Pay with respect to a Covered Employee shall be paid as follows:

(A) an amount equal to *the lesser of:*

(I) *the lesser of:*

(1) the total COC Severance Pay, or

(2) two (2) times the Covered Employee's Base Salary as in effect on the date of the respective Covered Employee's COC Qualified Termination, or

(II) two (2) times the compensation limit of Code Section 401(a)(17) for the calendar year which includes the date of the respective Covered Employee's COC Qualified Termination (*i.e.*, \$700,000 for 2025),

shall be paid to the Covered Employee in a lump sum no later than the First Payment Date or the Alternative First Payment Date, as the case may be; and

(B) an amount, if any, equal to:

(I) the total COC Severance Pay, *reduced by*

(II) the amount paid to Covered Employee under Subclause (A) immediately above,

shall be paid to the Covered Employee in a lump sum no later than the seventh month anniversary of the date of the Covered Employee's COC Qualified Termination.

(b) **Equity Compensation Acceleration.** Subject to Section 4.3 and Section 4.4 below, all Covered Employees (including the CEO) with outstanding equity-compensation awards under any Equity Plan which are subject to either full acceleration of vesting or deemed full satisfaction of any performance conditions imposed upon such equity-compensation awards pursuant to the change of control provisions under the applicable Equity Plan, shall have this Plan's definition of Good Reason substituted for the definition of good reason which appears in the applicable Equity Plan upon a Change of Control. However, consistent with the provisions of the applicable Equity Plan, if the Change of Control is **not** a "change in control event" described in Treasury Regulation Section 1.409A-3(i)(5) or successor guidance, then if such settlement or payment of such equity compensation (whether cash or equity) would result in additional tax under Code Section 409A, such equity compensation (or the portion thereof) shall vest at the time of the Change of Control (provided such accelerated vesting will not result in additional tax under Code Section 409A of the Code), but settlement or payment, as the case may be, shall not be accelerated, but instead be settled and paid in accordance with the original settlement or payment date applicable to such equity compensation.

4.3. **General Release.** Notwithstanding anything to the contrary, the severance benefits payable under Section 4.2(a) above are specifically conditioned upon the execution by the Covered Employee of a General Release and Waiver (the "**General Release**") of claims against the Company and all its Affiliates, effective as of the Covered Employee's last day of employment, which agreement shall be in the form provided by the Company (in other words, that such General Release must be executed and become effective in accordance with its terms (*i.e.*, not revoked), including the expiration of the Revocation Period (as defined below) specified in the General Release, and further that such General Release may reasonably be modified for general applicability by the Company from time to time). By law, any General Release provided to the Covered Employee must provide the Covered Employee a minimum period under the federal Age Discrimination in Employment Act (currently, either twenty-one (21) or forty-five (45) calendar days depending on the Covered Employee's age on the date of his/her COC Qualified Termination) to consider and evaluate whether to execute the General Release (the "**Consideration Period**"). Following the Covered Employee's execution of the General Release and providing such executed copy to the Company no later than the last day of the Consideration Period, the

General Release will also identify for the Covered Employee any applicable period which immediately follows the Consideration Period during which the Covered Employee may revoke a General Release previously provided to the Company (the “**Revocation Period**”). For clarity, if the Covered Employee does not execute the General Release within the Consideration Period specified in the General Release, or the Covered Employee exercises the revocation right specified in the General Release, any and all such severance benefits provided for under Section 4.2(a) shall be forfeited and shall not be payable at all. Further, notwithstanding anything in this Plan to the contrary, if the Consideration Period and Revocation Period taken together span two calendar years, then any and all severance benefits provided for under Section 4.2(a) shall be paid or commence, as applicable, in the second such calendar year.

4.4. Limitation on Plan Payments and Other Restrictions.

(a) **Tax Withholding.** The Company may withhold from any and all amounts payable under this Plan all Federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

(b) **Code Section 280G and Code Section 4999.** Notwithstanding any other provision of this Plan or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Covered Employee or for the Covered Employee’s benefit pursuant to the terms of this Plan or otherwise (“**Covered Payments**”) constitute “parachute payments” within the meaning of Code Section 280G and would, but for this Section 4.4(b) be subject to the excise tax imposed under Code Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the “**Excise Tax**”), then the Covered Payments shall either (i) be reduced (but not below zero) *to the minimum extent* necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax or (ii) be delivered in full, whichever of the foregoing amounts, taking into account the applicable federal, state or local income and employment taxes and the Excise Tax, results in the receipt by the Covered Employee, on an after-tax basis, of the greatest amount of benefits. Any reduction pursuant to this Section 4.4(b) shall be made in accordance with Code Section 409A and the following:

(i) the Covered Payments which do not constitute nonqualified deferred compensation subject to Code Section 409A shall be reduced first, and

(ii) all other Covered Payments shall then be reduced as follows:

(A) cash payments shall be reduced before non-cash payments, and

(B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) **Code Section 409A.** All payments to Covered Employees pursuant to this Plan are intended to comply with the requirements of Code Section 409A and the regulations thereunder, and to the maximum extent permitted by law this Plan shall be interpreted and administered in accordance with that intent. Without limiting the generality of the foregoing: (i) each separate installment of severance payable to a Covered Employee shall be considered a separate “payment” for purposes of Code Section 409A, and (ii) if Executive incurs a COC Qualified Termination that does not also constitute a “separation from service” as defined in Code Section 409A, the Covered Employee’s right to all amounts payable by reason of such COC Qualified Termination shall fully vest on the date of the COC Qualified Termination, but to the extent required to avoid the imposition of additional income taxes under Code Section 409A, payment shall be deferred until the Covered Employee incurs a “separation from service” as so defined and if the Covered Employee is a Specified Employee, then until the earlier of (A) six (6)

months and one day following the date of such Covered Employee's separation from service or (B) such Covered Employee's death. The Company reserves the right to amend this Plan as it considers necessary or advisable, in its sole discretion and without the consent of the Covered Employee or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Code Section 409A or to otherwise avoid income recognition under Code Section 409A prior to the actual payment of any benefits or imposition of any additional tax.

4.5. **Accrued Benefits.** Covered Employees are always entitled to receive their Accrued Benefits on top of any benefits provided under this Plan.

4.6. **Termination other than Qualified Terminations.** If the termination of the Covered Employee's employment with the Company is not a Qualified Termination, then the Covered Employee will not be entitled to receive severance or other benefits under this Plan.

4.7. **Transfer between the Company and Affiliates.** For purposes of this Plan, if the Covered Employee is involuntarily transferred from the Company to an Affiliate or vice versa, such transfer will not be an involuntary termination without Cause but may give the Covered Employee the ability to resign for Good Reason.

4.8. **Exclusive Remedy.** In the event of a termination of the Covered Employee's employment with the Company, the provisions of this Plan are intended to be and are exclusive and in lieu of any other rights or remedies to which the Covered Employee may otherwise be entitled, whether at law, tort or contract, in equity. The Covered Employee will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Plan.

ARTICLE 5.

DETERMINATION OF BENEFITS, CLAIMS PROCEDURE AND ADMINISTRATION

5.1. **Claims.** A Covered Employee who believes that he/she is being denied a benefit to which he/she is entitled (hereinafter referred to as "**Claimant**"), or his/her duly authorized representative, may file a written request for such benefit with the Compensation Committee setting forth his/her claim. The request must be addressed to the Compensation Committee at the Company's principal place of business.

5.2. **Claim Decision.** Upon receipt of a claim, the Compensation Committee shall advise the Claimant that a reply will be forthcoming within a reasonable period of time, but ordinarily not later than ninety (90) days, and shall, in fact, deliver such reply within such period. However, the Compensation Committee may extend the reply period for an additional ninety (90) days for reasonable cause. If the reply period will be extended, the Compensation Committee shall advise the Claimant in writing during the initial ninety (90)-day period indicating the special circumstances requiring an extension and the date by which the Compensation Committee expects to render the benefit determination. If the claim is denied in whole or in part, the Compensation Committee will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

- (a) the specific reason or reasons for the denial,
- (b) the specific references to pertinent Plan provisions on which the denial is based,
- (c) description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such material or such information is necessary,

(d) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review, and

(e) the time limits for requesting a review of the denial under Section 5.2 and for the actual review of the denial under Section 5.3.

5.3. **Request for Review.** Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Secretary of the Company ("**Secretary**") review the Compensation Committee's prior determination. Such request must be addressed to the Secretary at the Company at its then principal place of business. The Claimant or his/her duly authorized representative may submit written comments, documents, records or other information relating to the denied claim, which such information shall be considered in the review under this Section without regard to whether such information was submitted or considered in the initial benefit determination. The Claimant or his/her duly authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which:

(a) was relied upon by the Compensation Committee in making its initial claims decision,

(b) was submitted, considered or generated in the course of the Compensation Committee making its initial claims decision, without regard to whether such instrument was actually relied upon by the Compensation Committee in making its decision, or

(c) demonstrates compliance by the Compensation Committee with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents and that, where appropriate, this Plan provisions have been applied consistently with respect to similarly situated claimants.

If the Claimant does not request a review of the Compensation Committee's determination within such sixty (60)-day period, he or she shall be barred and estopped from challenging such determination.

5.4. **Review of Decision.** Within a reasonable period of time, ordinarily not later than sixty (60) days, after the Secretary's receipt of a request for review, it will review the Compensation Committee's prior determination. If special circumstances require that the sixty (60)-day time period be extended, the Secretary will so notify the Claimant within the initial sixty (60)-day period indicating the special circumstances requiring an extension and the date by which the Secretary expects to render its decision on review, which shall be as soon as possible but not later than one-hundred twenty (120) days after receipt of the request for review. In the event that the Secretary extends the determination period on review due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall not take into account the period beginning on the date on which notification of extension is sent to the Claimant and ending on the date on which the Claimant responds to the request for additional information. Benefits under this Plan will be paid only if the Secretary decides in its discretion that the Claimant is entitled to such benefits. The decision of the Secretary shall be final and non-reviewable, unless found to be arbitrary and capricious by a court of competent review. Such decision will be binding upon the Employer and the Claimant. If the Secretary makes an adverse benefit determination on review, the Secretary will render a written opinion, using language calculated to be understood by the Claimant, setting forth:

(a) the specific reason or reasons for the denial,

and (b) the specific references to pertinent Plan provisions on which the denial is based,

(c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information which:

(i) was relied upon by the Secretary in making its decision,

(ii) was submitted, considered or generated in the course of the Secretary making its decision, without regard to whether such instrument was actually relied upon by the Secretary in making its decision,

(iii) demonstrates compliance by the Secretary with its administrative processes and safeguards designed to ensure and to verify that benefit claims determinations are made in accordance with governing Plan documents, and that, where appropriate, this Plan provisions have been applied consistently with respect to similarly situated claimants, and

(iv) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following the adverse benefit determination on such review.

5.5. **Discretionary Authority.** The Compensation Committee and Secretary shall both have discretionary authority to determine a Claimant's entitlement to benefits upon his/her claim or his/her request for review of a denied claim, respectively.

ARTICLE 6. **MISCELLANEOUS**

6.1. **Plan Not a Contract of Employment.** The adoption and maintenance of this Plan shall not be or be deemed to be a contract between the Company and any Covered Employee or to be consideration for the employment of any Covered Employee. Nothing herein contained shall give or be deemed to give any person the right to be retained in the employ of the Company or to restrict the right of the Company to discharge any Covered Employee at any time; nor shall this Plan give or be deemed to give the Company the right to require any Covered Employee to remain in the employ of the Company or to restrict any Covered Employee's right to terminate his/her employment at any time.

6.2. **Amendment and Termination.** Effective through October 10, 2026, the Committee may from time to time, in its complete and sole discretion, unilaterally amend, in whole or in part, any or all of the provisions of this Plan *subject to* providing one year's advance notice to the Covered Employees prior to the effective date of any change that has the effect of reducing or diminishing the rights of any Covered Employee under this Plan; provided, however, the Committee is not permitted to make any changes to this Plan during any Change of Control Period; provided, further, no amendment may be made which would impair the rights of a Covered Employee with respect to amounts already due and owing. Notwithstanding the foregoing, effective as of October 10, 2026, the Committee may from time to time, in its complete and sole discretion, unilaterally amend, in whole or in part, any or all of the provisions of this Plan; provided, however, the Committee is not permitted to make any changes to this Plan during any Change of Control Period; provided, further, no amendment may be made which would impair the rights of a Covered Employee with respect to amounts already due and owing. Notwithstanding anything to the contrary, (i) the Committee retains unilateral authority to amend this Plan at any time, regardless of impact to Covered Employees, if such change is required under any law applicable to this Plan, and (ii) any change which directly impacts the benefits provided to the CEO may not be amended without the Committee seeking Board approval first. Only the Board has the right to terminate this Plan at any time

so long as such termination complies fully with the provisions of Code Section 409A and the underlying final regulations.

6.3. **Governing Laws.** All provisions of this Plan shall be construed in accordance with the laws of Delaware except to the extent preempted by federal law.

6.4. **Entire Agreement.** This document and any amendments contain all the terms and provisions of this Plan and shall constitute the entire Plan, any other alleged terms or provisions being of no effect.

6.5. **No Guarantee of Tax Consequences.** While the Company has established, and will maintain this Plan, the Company makes no representation, warranty, commitment, or guaranty concerning the income, employment, or other tax consequences of participation in this Plan under federal, state, or local law.

6.6. **The Company's Successors.** Any successor (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets must assume the obligations under this Plan and agree expressly to perform the obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession.

6.7. **Notice.**

(a) **General.** All notices and other communications required or permitted under this Plan shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) twenty-four (24) hours after confirmed facsimile transmission, (iii) one (1) business day after deposit with a recognized overnight courier, or (iv) three (3) business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Covered Employee, at the address the Covered Employee shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Dentsply Sirona Inc.
13320 Ballantyne Corporate Place
Charlotte, NC 28277
Attention: General Counsel

(b) **Notice of Termination.** Any termination by the Company for Cause will be communicated by a notice of termination to the Covered Employee, and any termination by the Covered Employee for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with this Section 6.7. Such notice will indicate the specific termination provision in this Plan relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the later of (i) the giving of such notice, or (ii) the end of any applicable cure period). The failure by the Covered Employee to include in the notice any fact or circumstance that contributes to a showing of Good Reason will not waive any right of the Covered Employee under this Plan or preclude the Covered Employee from asserting such fact or circumstance in enforcing the Covered Employee's rights under this Plan.

6.8. **Resignation.** The termination of the Covered Employee's employment for any reason will also constitute, without any further required action by the Covered Employee, the Covered Employee's voluntary resignation from all officer and/or director positions held at the Company or an

Affiliate, and at the Board's request, the Covered Employee will execute any documents reasonably necessary to reflect such resignation.

6.9 **Waiver**. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Plan by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

6.10 **Severability**. The invalidity or unenforceability of any provision or provisions of this Plan will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

Section 302 Certifications Statement

I, Daniel T. Scavilla, certify that:

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

Date: May 5, 2026

/s/ Daniel T. Scavilla
Daniel T. Scavilla
President and
Chief Executive Officer

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

In connection with the Quarterly Report of DENTSPLY SIRONA Inc. (the "Company") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Daniel T. Scavilla, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

1. The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company as of the date of the Report.

/s/ *Daniel T. Scavilla*

Daniel T. Scavilla
President and
Chief Executive Officer

May 5, 2026