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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from________ to________ .

Commission File Number: 1-644

COLGATE-PALMOLIVE COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**13-1815595**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
300 Park Avenue **New York, New York**	**10022**
(Address of principal executive offices)	**(Zip Code)**

(212) 310-2000
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $1.00 par value	CL	New York Stock Exchange
0.500% Notes due 2026	CL26	New York Stock Exchange
0.300% Notes due 2029	CL29	New York Stock Exchange
1.375% Notes due 2034	CL34	New York Stock Exchange
0.875% Notes due 2039	CL39	New York Stock Exchange

NO CHANGES
(Former name, former address and former fiscal year, if changed since last report)

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

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

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

Large accelerated filer	☒	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:

Class	Shares Outstanding	Date
Common stock, $1.00 par value	823,372,259	September 30, 2023

PART I. FINANCIAL INFORMATION

COLGATE-PALMOLIVE COMPANY

Condensed Consolidated Statements of Income

(Dollars in Millions Except Per Share Amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	**2023**	2022
Net sales	**$ 4,915**	$ 4,455	**$ 14,507**	$ 13,338
Cost of sales	**2,038**	1,907	**6,131**	5,664
Gross profit	**2,877**	2,548	**8,376**	7,674
Selling, general and administrative expenses	**1,822**	1,634	**5,348**	4,932
Other (income) expense, net	**26**	(33)	**116**	51
Operating profit	**1,029**	947	**2,912**	2,691
Non-service related postretirement costs	**15**	15	**338**	65
Interest (income) expense, net	**58**	40	**170**	98
Income before income taxes	**956**	892	**2,404**	2,528
Provision for income taxes	**209**	210	**709**	604
Net income including noncontrolling interests	**747**	682	**1,695**	1,924
Less: Net income attributable to noncontrolling interests	**39**	64	**113**	144
Net income attributable to Colgate-Palmolive Company	**$ 708**	$ 618	**$ 1,582**	$ 1,780
Earnings per common share, basic	**$ 0.86**	$ 0.74	**$ 1.91**	$ 2.12
Earnings per common share, diluted	**$ 0.86**	$ 0.74	**$ 1.90**	$ 2.12

See Notes to Condensed Consolidated Financial Statements.

COLGATE-PALMOLIVE COMPANY

Condensed Consolidated Statements of Comprehensive Income

(Dollars in Millions)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	**2023**	2022
Net income including noncontrolling interests	**$ 747**	$ 682	**$ 1,695**	$ 1,924
Other comprehensive income (loss), net of tax:				
Cumulative translation adjustments	**(79)**	(161)	**(9)**	(227)
Retirement plans and other retiree benefit adjustments	**32**	298	**45**	327
Gains (losses) on cash flow hedges	**5**	(26)	**1**	75
Total Other comprehensive income (loss), net of tax	**(42)**	111	**37**	175
Total Comprehensive income including noncontrolling interests	**705**	793	**1,732**	2,099
Less: Net income attributable to noncontrolling interests	**39**	64	**113**	144
Less: Cumulative translation adjustments attributable to noncontrolling interests	**(3)**	(16)	**(44)**	(32)
Total Comprehensive income attributable to noncontrolling interests	**36**	48	**69**	112
Total Comprehensive income attributable to Colgate-Palmolive Company	**$ 669**	$ 745	**$ 1,663**	$ 1,987

See Notes to Condensed Consolidated Financial Statements.

COLGATE-PALMOLIVE COMPANY

Condensed Consolidated Balance Sheets

(Dollars in Millions)
(Unaudited)

	September 30, 2023	December 31, 2022
Assets		
Current Assets		
Cash and cash equivalents	**$ 951**	$ 775
Receivables (net of allowances of $83 and $70, respectively)	**1,577**	1,504
Inventories	**1,931**	2,074
Other current assets	**898**	760
Total current assets	**5,357**	5,113
Property, plant and equipment:		
Cost	**9,979**	9,583
Less: Accumulated depreciation	**(5,570)**	(5,276)
	4,409	4,307
Goodwill	**3,327**	3,352
Other intangible assets, net	**1,861**	1,920
Deferred income taxes	**202**	135
Other assets	**887**	904
Total assets	**$ 16,043**	$ 15,731
Liabilities and Shareholders' Equity		
Current Liabilities		
Notes and loans payable	**$ 18**	$ 11
Current portion of long-term debt	**16**	14
Accounts payable	**1,482**	1,551
Accrued income taxes	**354**	317
Other accruals	**2,732**	2,111
Total current liabilities	**4,602**	4,004
Long-term debt	**8,690**	8,741
Deferred income taxes	**430**	383
Other liabilities	**1,915**	1,797
Total liabilities	**15,637**	14,925
Shareholders' Equity		
Common stock, $1 par value (2,000,000,000 shares authorized, 1,465,706,360 shares issued)	**1,466**	1,466
Additional paid-in capital	**3,762**	3,546
Retained earnings	**24,571**	24,573
Accumulated other comprehensive income (loss)	**(3,974)**	(4,055)
Unearned compensation	**—**	(1)
Treasury stock, at cost	**(25,834)**	(25,128)
Total Colgate-Palmolive Company shareholders' equity	**(9)**	401
Noncontrolling interests	**415**	405
Total equity	**406**	806
Total liabilities and equity	**$ 16,043**	$ 15,731

See Notes to Condensed Consolidated Financial Statements.

COLGATE-PALMOLIVE COMPANY

Condensed Consolidated Statements of Cash Flows

(Dollars in Millions)
(Unaudited)

	Nine Months Ended September 30,	
	2023	2022
Operating Activities		
Net income including noncontrolling interests	**$ 1,695**	$ 1,924
Adjustments to reconcile net income including noncontrolling interests to net cash provided by operations:		
Depreciation and amortization	**417**	410
ERISA litigation matter	**267**	—
Restructuring and termination benefits, net of cash	**(17)**	51
Stock-based compensation expense	**97**	105
Gain on the sale of land	**—**	(47)
Deferred income taxes	**(109)**	(13)
Cash effects of changes in:		
Receivables	**(62)**	(171)
Inventories	**150**	(422)
Accounts payable and other accruals	**168**	9
Other non-current assets and liabilities	**3**	37
Net cash provided by (used in) operations	**2,609**	1,883
Investing Activities		
Capital expenditures	**(508)**	(475)
Purchases of marketable securities and investments	**(324)**	(239)
Proceeds from sale of marketable securities and investments	**264**	55
Payment for acquisitions, net of cash acquired	**—**	(817)
Proceeds from the sale of land	**—**	47
Other investing activities	**(31)**	1
Net cash provided by (used in) investing activities	**(599)**	(1,428)
Financing Activities		
Short-term borrowing (repayment) less than 90 days, net	**(564)**	(56)
Principal payments of debt	**(903)**	(2)
Proceeds from issuance of debt	**1,497**	1,513
Dividends paid	**(1,243)**	(1,206)
Purchases of treasury shares	**(883)**	(895)
Proceeds from exercise of stock options	**325**	398
Other financing activities	**(30)**	(38)
Net cash provided by (used in) financing activities	**(1,801)**	(286)
Effect of exchange rate changes on Cash and cash equivalents	**(33)**	(63)
Net increase (decrease) in Cash and cash equivalents	**176**	106
Cash and cash equivalents at beginning of the period	**775**	832
Cash and cash equivalents at end of the period	**$ 951**	$ 938
Supplemental Cash Flow Information		
Income taxes paid	**$ 726**	$ 690
Interest paid	**$ 243**	$ 104

See Notes to Condensed Consolidated Financial Statements.

COLGATE-PALMOLIVE COMPANY

Condensed Consolidated Statements of Changes in Shareholders' Equity

(Dollars in Millions)
(Unaudited)

Three Months Ended September 30, 2023

	Colgate-Palmolive Company Shareholders' Equity						
	Common Stock	**Additional Paid-in Capital**	**Unearned Compensation**	**Treasury Stock**	**Retained Earnings**	**Accumulated Other Comprehensive Income (Loss)[1]**	**Noncontrolling Interests**
Balance, June 30, 2023	**$ 1,466**	**$ 3,688**	**$ —**	**$ (25,541)**	**$ 24,258**	**$ (3,935)**	**$ 379**
Net income	**—**	**—**	**—**	**—**	**708**	**—**	**39**
Other comprehensive income (loss), net of tax	**—**	**—**	**—**	**—**	**—**	**(39)**	**(3)**
Dividends ($0.48 per share)	**—**	**—**	**—**	**—**	**(395)**	**—**	**—**
Stock-based compensation expense	**—**	**60**	**—**	**—**	**—**	**—**	**—**
Shares issued for stock options	**—**	**29**	**—**	**25**	**—**	**—**	**—**
Shares issued for restricted stock units	**—**	**(16)**	**—**	**16**	**—**	**—**	**—**
Treasury stock acquired	**—**	**—**	**—**	**(332)**	**—**	**—**	**—**
Other	**—**	**1**	**—**	**(2)**	**—**	**—**	**—**
Balance, September 30, 2023	**$ 1,466**	**$ 3,762**	**$ —**	**$ (25,834)**	**$ 24,571**	**$ (3,974)**	**$ 415**

Three Months Ended September 30, 2022

	Colgate-Palmolive Company Shareholders' Equity						
	Common Stock	**Additional Paid-in Capital**	**Unearned Compensation**	**Treasury Stock**	**Retained Earnings**	**Accumulated Other Comprehensive Income (Loss)[1]**	**Noncontrolling Interests**
Balance, June 30, 2022	$ 1,466	$ 3,402	$ —	$ (24,736)	$ 24,342	$ (4,306)	$ 390
Net income	—	—	—	—	618	—	64
Other comprehensive income (loss), net of tax	—	—	—	—	—	127	(16)
Dividends ($0.47 per share)	—	—	—	—	(394)	—	—
Stock-based compensation expense	—	60	—	—	—	—	—
Shares issued for stock options	—	73	—	73	—	—	—
Shares issued for restricted stock units	—	(16)	—	16	—	—	—
Treasury stock acquired	—	—	—	(104)	—	—	—
Other	—	(1)	—	2	—	—	(7)
Balance, September 30, 2022	$ 1,466	$ 3,518	$ —	$ (24,749)	$ 24,566	$ (4,179)	$ 431

[1] Accumulated other comprehensive income (loss) includes cumulative translation losses of $3,458 at September 30, 2023 ($3,545 at September 30, 2022) and $3,381 at June 30, 2023 ($3,398 at June 30, 2022), respectively, and unrecognized retirement plan and other retiree benefits costs of $586 at September 30, 2023 ($717 at September 30, 2022) and $618 at June 30, 2023 ($1,015 at June 30, 2022), respectively.

See Notes to Condensed Consolidated Financial Statements.

COLGATE-PALMOLIVE COMPANY

Condensed Consolidated Statements of Changes in Shareholders' Equity

(Dollars in Millions)
(Unaudited)

Nine Months Ended September 30, 2023

	Colgate-Palmolive Company Shareholders' Equity						
	Common Stock	Additional Paid-in Capital	Unearned Compensation	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)[1]	Noncontrolling Interests
Balance, December 31, 2022	**$ 1,466**	**$ 3,546**	**$ (1)**	**$ (25,128)**	**$ 24,573**	**$ (4,055)**	**$ 405**
Net income	**—**	**—**	**—**	**—**	**1,582**	**—**	**113**
Other comprehensive income (loss), net of tax	**—**	**—**	**—**	**—**	**—**	**81**	**(44)**
Dividends ($1.91 per share)*	**—**	**—**	**—**	**—**	**(1,584)**	**—**	**(59)**
Stock-based compensation expense	**—**	**97**	**—**	**—**	**—**	**—**	**—**
Shares issued for stock options	**—**	**145**	**—**	**152**	**—**	**—**	**—**
Shares issued for restricted stock units	**—**	**(30)**	**—**	**30**	**—**	**—**	**—**
Treasury stock acquired	**—**	**—**	**—**	**(883)**	**—**	**—**	**—**
Other	**—**	**4**	**1**	**(5)**	**—**	**—**	**—**
Balance, September 30, 2023	**$ 1,466**	**$ 3,762**	**$ —**	**$ (25,834)**	**$ 24,571**	**$ (3,974)**	**$ 415**

Nine Months Ended September 30, 2022

	Colgate-Palmolive Company Shareholders' Equity						
	Common Stock	Additional Paid-in Capital	Unearned Compensation	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)[1]	Noncontrolling Interests
Balance, December 31, 2021	$ 1,466	$ 3,269	$ (1)	$ (24,089)	$ 24,350	$ (4,386)	$ 362
Net income	—	—	—	—	1,780	—	144
Other comprehensive income (loss), net of tax	—	—	—	—	—	207	(32)
Dividends ($1.86 per share)*	—	—	—	—	(1,564)	—	(42)
Stock-based compensation expense	—	105	—	—	—	—	—
Shares issued for stock options	—	181	—	194	—	—	—
Shares issued for restricted stock units	—	(39)	—	39	—	—	—
Treasury stock acquired	—	—	—	(895)	—	—	—
Other	—	2	1	2	—	—	(1)
Balance, September 30, 2022	$ 1,466	$ 3,518	$ —	$ (24,749)	$ 24,566	$ (4,179)	$ 431

[1] Accumulated other comprehensive income (loss) includes cumulative translation losses of $3,458 at September 30, 2023 ($3,545 at September 30, 2022) and $3,491 at December 31, 2022 ($3,349 at December 31, 2021), respectively, and unrecognized retirement plan and other retiree benefits costs of $586 at September 30, 2023 ($717 at September 30, 2022) and $631 at December 31, 2022 ($1,044 at December 31, 2021), respectively.

* Two dividends were declared in each of the first quarters of 2023 and 2022.

See Notes to Condensed Consolidated Financial Statements.

1. Basis of Presentation

The Condensed Consolidated Financial Statements reflect all normal recurring adjustments which, in management's opinion, are necessary for a fair statement of the results for interim periods. Results of operations for interim periods may not be representative of results to be expected for a full year. Colgate-Palmolive Company (together with its subsidiaries, the "Company" or "Colgate") reclassifies certain prior year amounts, as applicable, to conform to the current year presentation.

For a complete set of financial statement notes, including the Company's significant accounting policies, refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2022, filed with the Securities and Exchange Commission (the "SEC").

2. Use of Estimates

Provisions for certain expenses, including income taxes, advertising and consumer promotion, are based on full year assumptions and are included in the accompanying Condensed Consolidated Financial Statements in proportion with estimated annual tax rates, the passage of time or estimated annual sales, as applicable.

3. Recent Accounting Pronouncements

In October 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") No. 2023-06, "Disclosure Improvements-Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative." This ASU modified the disclosure and presentation requirements of a variety of codification topics by aligning them with the SEC's regulations. This guidance is effective for the Company no later than June 30, 2027 and is not expected to have a material impact on the Company's Consolidated Financial Statements.

In August 2023, the FASB issued ASU No. 2023-05, "Business Combinations-Joint Venture Formations (Subtopic 805-60): Recognition and Initial Measurement." This ASU requires a joint venture to initially measure all contributions received upon its formation at fair value. This guidance is applicable to joint ventures with a formation date on or after January 1, 2025 and is not expected to have a material impact on the Company's Consolidated Financial Statements.

In March 2023, the FASB issued ASU No. 2023-01, "Leases (Topic 842): Common Control Arrangements." This ASU clarified the accounting for leasehold improvements for leases under common control. The guidance is effective for the Company beginning on January 1, 2024 and is not expected to have a material impact on the Company's Consolidated Financial Statements.

In September 2022, the FASB issued ASU No. 2022-04, "Liabilities-Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations." This ASU requires a buyer that uses supplier finance programs to make annual disclosures about the programs' key terms, the balance sheet presentation of related amounts, the confirmed amount outstanding at the end of the period and associated roll-forward information. The Company adopted the guidance beginning on January 1, 2023, except for the roll-forward information, which is effective for the Company beginning on January 1, 2024. See Note 13, Supplier Finance Programs for additional information.

In March 2022, the FASB issued ASU No. 2022-02, "Financial Instruments-Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures." This ASU eliminates the accounting guidance for troubled debt restructurings by creditors while enhancing disclosure requirements for certain loan refinancing and restructurings by creditors made to borrowers experiencing financial difficulty. The amendments also require disclosure of current period gross write-offs by the year of origination for financing receivables. This guidance was effective for the Company beginning on January 1, 2023 and did not have a material impact on the Company's Consolidated Financial Statements.

In March 2022, the FASB issued ASU No. 2022-01, "Derivatives and Hedging (Topic 815): Fair Value Hedging-Portfolio Layer Method." This ASU clarifies the accounting and promotes consistency in reporting for hedges where the portfolio layer method is applied. This guidance was effective for the Company beginning on January 1, 2023 and did not have an impact on the Company's Consolidated Financial Statements.

In October 2021, the FASB issued ASU No. 2021-08, “Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers.” This ASU requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with ASU No. 2016-10, “Revenue from Contracts with Customers (Topic 606).” This guidance was effective for the Company beginning on January 1, 2023 and did not have an impact on the Company’s Consolidated Financial Statements.

In March 2020, the FASB issued ASU No. 2020-04, “Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting,” which provides optional expedients and exceptions for applying generally accepted accounting principles (“GAAP”) to contracts, hedging relationships and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. In January 2021, the FASB issued ASU No. 2021-01, “Reference Rate Reform (Topic 848): Scope,” which clarified that certain optional expedients and exceptions in Topic 848 apply to derivatives that are affected by the discounting transition due to reference rate reform. In December 2022, the FASB issued ASU No. 2022-06, “Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848,” which defers the sunset date of Topic 848 from December 31, 2022 to December 31, 2024, after which entities will no longer be permitted to apply the relief under Topic 848. The Company has completed its evaluation of significant contracts under this ASU. Certain of the reviewed contracts have been modified to apply a new reference rate, primarily the Secured Overnight Financing Rate (SOFR). The guidance has not had a material impact on the Company’s Consolidated Financial Statements.

(Dollars in Millions Except Share and Per Share Amounts)

4. Acquisitions

Red Collar Pet Foods

On September 30, 2022, the Company acquired a business that operates three dry pet food manufacturing plants in the United States from Red Collar Pet Foods Holdings, Inc. and Red Collar Pet Foods Holdings, L.P. (collectively, “Red Collar Pet Foods”) for cash consideration of $719 to further support the global growth of its Hill’s Pet Nutrition business. The acquisition was financed with a combination of debt and cash and was accounted for as a business combination in accordance with ASC 805.

During the fourth quarter of 2022, the Company finalized its purchase price allocation and the final purchase price of $719 was allocated to the net assets acquired based on their respective estimated fair values as follows:

Inventories	$	33
Property, plant and equipment		362
Goodwill		413
Current liabilities		(5)
Intangible liability		(16)
Deferred income taxes		(68)
Fair value of net assets acquired	$	719

Goodwill of $413 was allocated to the Pet Nutrition segment. Goodwill will not be deductible for tax purposes.

Pro forma results of operations have not been presented as the impact on the Company’s Consolidated Financial Statements is not material.

Nutriamo S.r.l.

On April 28, 2022, the Company acquired a business that operates a pet food manufacturing plant from Nutriamo S.r.l., a canned pet food manufacturer based in Italy, which gives the Company additional capacity for the Hill’s wet pet nutrition diets, particularly in Europe. This acquisition was accounted for as a business combination in accordance with ASC 805. The impact of this acquisition on the Company’s Consolidated Financial Statements was not material.

(Dollars in Millions Except Share and Per Share Amounts)

5. Restructuring and Related Implementation Charges

On January 27, 2022, the Company's Board of Directors (the "Board") approved a targeted productivity program (the "2022 Global Productivity Initiative"). The program is intended to reallocate resources towards the Company's strategic priorities and faster growth businesses, drive efficiencies in the Company's operations and streamline the Company's supply chain to reduce structural costs.

Implementation of the 2022 Global Productivity Initiative, which is expected to be substantially completed by mid-year 2024, is estimated to result in cumulative pretax charges, once all phases are approved and implemented, in the range of $200 to $240 ($170 to $200 aftertax), which is currently estimated to be comprised of the following: employee-related costs, including severance, pension and other termination benefits (80%); asset-related costs, primarily accelerated depreciation and asset write-downs (10%); and other charges (10%), which include contract termination costs, consisting primarily of implementation-related charges resulting directly from exit activities and the implementation of new strategies. It is estimated that approximately 80% to 90% of the charges will result in cash expenditures.

It is expected that the cumulative pretax charges, once all projects are approved and implemented, will relate to initiatives undertaken in North America (5%), Latin America (10%), Europe (45%), Asia Pacific (5%), Africa/Eurasia (10%), Hill's Pet Nutrition (10%) and Corporate (15%).

For the three months ended September 30, 2023, charges resulting from the 2022 Global Productivity Initiative were $2 pretax ($2 aftertax). For the three months ended September 30, 2022, charges resulting from the 2022 Global Productivity Initiative were $2 pretax ($2 aftertax).

For the nine months ended September 30, 2023 and September 30, 2022, charges resulting from the 2022 Global Productivity Initiative are reflected in the income statement as follows:

	Nine Months Ended September 30,	
	2023	2022
Gross Profit	$ 1	$ —
Selling, general and administrative expenses	2	4
Other (income) expense, net	22	75
Non-service related postretirement costs	4	13
Total 2022 Global Productivity Initiative charges, pretax	$ 29	$ 92
Total 2022 Global Productivity Initiative charges, aftertax	$ 23	$ 72

Restructuring and related implementation charges in the preceding table were recorded in the Corporate segment as these initiatives are predominantly centrally directed and controlled and are not included in internal measures of segment operating performance.

(Dollars in Millions Except Share and Per Share Amounts)

Total charges incurred for the 2022 Global Productivity Initiative relate to initiatives undertaken by the following reportable operating segments:

	Nine Months Ended September 30,		Program-to-date Accumulated Charges
	2023	2022	
North America	14 %	11 %	11 %
Latin America	1 %	16 %	15 %
Europe	20 %	16 %	19 %
Asia Pacific	21 %	9 %	11 %
Africa/Eurasia	10 %	12 %	11 %
Hill's Pet Nutrition	14 %	10 %	12 %
Corporate	20 %	26 %	21 %
Total	100 %	100 %	100 %

Since the inception of the 2022 Global Productivity Initiative, the Company has incurred cumulative pretax charges of $139 ($110 aftertax) in connection with the implementation of various projects as follows:

	Cumulative Charges as of September 30, 2023
Employee-Related Costs	$ 125
Incremental Depreciation	—
Asset Impairments	1
Other	13
Total	$ 139

The following tables summarize the activity for the restructuring and related implementation charges discussed above and the related accruals:

	Nine Months Ended September 30, 2023				
	Employee-Related Costs	Incremental Depreciation	Asset Impairments	Other	Total
Balance at December 31, 2022	$ 30	$ —	$ 1	$ 3	$ 34
Charges	23	—	—	6	29
Cash Payments	(38)	—	—	(8)	(46)
Charges against assets	(4)	—	(1)	—	(5)
Foreign exchange	5	—	—	—	5
Balance at September 30, 2023	$ 16	$ —	$ —	$ 1	$ 17

Employee-Related Costs primarily include severance and other termination benefits and are calculated based on long-standing benefit practices, written severance policies, local statutory requirements and, in certain cases, voluntary termination arrangements. Employee-Related Costs also include pension enhancements of $4 for the nine months ended September 30, 2023, which are reflected as Charges against assets within Employee-Related Costs in the preceding tables as the corresponding balance sheet amounts are reflected as a reduction of pension assets or an increase in pension liabilities.

(Dollars in Millions Except Share and Per Share Amounts)

6. Inventories

Inventories by major class were as follows:

	September 30, 2023	December 31, 2022
Raw materials and supplies	$ 568	$ 666
Work-in-process	52	48
Finished goods	1,414	1,508
Total Inventories, net	$ 2,034	$ 2,222
Non-current inventory, net	$ (103)	$ (148)
Current Inventories, net	$ 1,931	$ 2,074

(Dollars in Millions Except Share and Per Share Amounts)

7. Earnings Per Share

For the three months ended September 30, 2023 and 2022, earnings per share were as follows:

	Three Months Ended					
	September 30, 2023			September 30, 2022		
	Net income attributable to Colgate-Palmolive Company	Shares (millions)	Per Share	Net income attributable to Colgate-Palmolive Company	Shares (millions)	Per Share
Basic EPS	$ 708	825.6	$ 0.86	$ 618	835.7	$ 0.74
Stock options and restricted stock units		1.7			2.8	
Diluted EPS	$ 708	827.3	$ 0.86	$ 618	838.5	$ 0.74

For the three months ended September 30, 2023 and 2022, the average number of stock options and restricted stock units that were anti-dilutive and not included in diluted earnings per share calculations were 13,538,153 and 2,891,324, respectively.

For the nine months ended September 30, 2023 and 2022, earnings per share were as follows:

	Nine Months Ended					
	September 30, 2023			September 30, 2022		
	Net income attributable to Colgate-Palmolive Company	Shares (millions)	Per Share	Net income attributable to Colgate-Palmolive Company	Shares (millions)	Per Share
Basic EPS	$ 1,582	828.8	$ 1.91	$ 1,780	837.7	$ 2.12
Stock options and restricted stock units		1.7			2.7	
Diluted EPS	$ 1,582	830.5	$ 1.90	$ 1,780	840.4	$ 2.12

For the nine months ended September 30, 2023 and 2022, the average number of stock options and restricted stock units that were anti-dilutive and not included in diluted earnings per share calculations were 13,504,588 and 3,709,818, respectively.

Basic and diluted earnings per share are computed independently for each quarter and any year-to-date period presented. As a result of changes in the number of shares outstanding during the year and rounding, the sum of the quarters’ earnings per share may not necessarily equal the earnings per share for any year-to-date period.

(Dollars in Millions Except Share and Per Share Amounts)

8. Other Comprehensive Income (Loss)

Additions to and reclassifications out of Accumulated other comprehensive income (loss) attributable to the Company for the three months ended September 30, 2023 and 2022 were as follows:

	2023		2022	
	Pretax	Net of Tax	Pretax	Net of Tax
Cumulative translation adjustments	$ (46)	$ (76)	$ (93)	$ (145)
Retirement plans and other retiree benefits:				
Net actuarial gain (loss) and prior service costs arising during the period	40	27	379	291
Amortization of net actuarial loss, transition and prior service costs [(1)]	7	5	9	7
Retirement plans and other retiree benefit adjustments	47	32	388	298
Cash flow hedges:				
Unrealized gains (losses) on cash flow hedges	3	2	(28)	(23)
Reclassification of (gains) losses into net earnings on cash flow hedges [(2)]	4	3	(4)	(3)
Gains (losses) on cash flow hedges	7	5	(32)	(26)
Total Other comprehensive income (loss)	$ 8	$ (39)	$ 263	$ 127

[(1)] These components of Other comprehensive income (loss) are included in the computation of total pension cost. See Note 9, Retirement Plans and Other Retiree Benefits for additional details.
[(2)] These (gains) losses are reclassified into Cost of sales. See Note 12, Fair Value Measurements and Financial Instruments for additional details.

There were no tax impacts on Other comprehensive income (loss) (“OCI”) attributable to Noncontrolling interests.

Additions to and reclassifications out of Accumulated other comprehensive income (loss) attributable to the Company for the nine months ended September 30, 2023 and 2022 were as follows:

	2023		2022	
	Pretax	Net of Tax	Pretax	Net of Tax
Cumulative translation adjustments	$ 60	$ 35	$ (67)	$ (195)
Retirement plans and other retiree benefits:				
Net actuarial gain (loss) and prior service costs arising during the period	40	27	379	291
Amortization of net actuarial loss, transition and prior service costs [(1)]	23	18	46	36
Retirement plans and other retiree benefit adjustments	63	45	425	327
Cash flow hedges:				
Unrealized gains (losses) on cash flow hedges	3	2	113	88
Reclassification of (gains) losses into net earnings on cash flow hedges [(2)]	(2)	(1)	(15)	(13)
Gains (losses) on cash flow hedges	1	1	98	75
Total Other comprehensive income (loss)	$ 124	$ 81	$ 456	$ 207

[(1)] These components of Other comprehensive income (loss) are included in the computation of total pension cost. See Note 9, Retirement Plans and Other Retiree Benefits for additional details.
[(2)] These (gains) losses are reclassified into Cost of sales. See Note 12, Fair Value Measurements and Financial Instruments for additional details.

There were no tax impacts on OCI attributable to Noncontrolling interests.

(Dollars in Millions Except Share and Per Share Amounts)

9. Retirement Plans and Other Retiree Benefits

Components of Net periodic benefit cost for the three and nine months ended September 30, 2023 and 2022 were as follows:

	Three Months Ended September 30,					
	Pension Benefits				Other Retiree Benefits	
	United States		International			
	2023	2022	2023	2022	2023	2022
Service cost	$ —	$ —	$ 3	$ 2	$ 2	$ 5
Interest cost	20	16	6	8	7	11
Expected return on plan assets	(20)	(23)	(5)	(5)	—	—
Amortization of actuarial loss (gain)	12	10	1	2	(6)	(3)
Net periodic benefit cost	$ 12	$ 3	$ 5	$ 7	$ 3	$ 13
Other postretirement charges	—	(1)	—	—	—	—
Total pension cost	$ 12	$ 2	$ 5	$ 7	$ 3	$ 13

	Nine Months Ended September 30,					
	Pension Benefits				Other Retiree Benefits	
	United States		International			
	2023	2022	2023	2022	2023	2022
Service cost	$ —	$ 1	$ 9	$ 10	$ 6	$ 16
Interest cost	68	48	22	14	29	30
Expected return on plan assets	(61)	(75)	(14)	(10)	—	(1)
Amortization of actuarial loss (gain)	34	33	3	5	(14)	8
Net periodic benefit cost	$ 41	$ 7	$ 20	$ 19	$ 21	$ 53
Other postretirement charges	4	12	—	—	—	1
ERISA litigation matter	267	—	—	—	—	—
Total pension cost	$ 312	$ 19	$ 20	$ 19	$ 21	$ 54

There were no other postretirement charges for the three months ended September 30, 2023. Other postretirement charges for the three months ended September 30, 2022 included an adjustment of $1 related to the 2022 Global Productivity Initiative. Other postretirement charges for the nine months ended September 30, 2023 and 2022 included pension and other charges of $4 and $13, respectively, incurred pursuant to the 2022 Global Productivity Initiative.

For the three and nine months ended September 30, 2023 and 2022, the Company made no voluntary contributions to its U.S. postretirement plans.

In the first quarter of 2023, the Company recorded a charge of $267 as a result of a decision of the United States Court of Appeals for the Second Circuit (the “Second Circuit”) affirming a grant of summary judgment to the plaintiffs in a lawsuit under the Employee Retirement Income Security Act seeking the recalculation of benefits and other relief associated with a 2005 residual annuity amendment to the Colgate-Palmolive Company Employees’ Retirement Income Plan (the “Retirement Plan”). The impact of the decision will result in an increase in the obligations of the Retirement Plan, which based on the current funded status of the Retirement Plan will require no immediate cash contribution by the Company. See Note 10, Contingencies for additional information.

In the third quarter of 2022, the Company amended its domestic postretirement plan to limit eligibility for certain existing employees and change the way medical coverage and subsidies are delivered for certain current and future retirees. As required, the Company remeasured the obligation for the domestic postretirement plan, which resulted in the reduction of the projected benefit obligation and a corresponding actuarial gain of $398. The reduction of the projected benefit obligation and actuarial gain were primarily due to an increase in the discount rate since December 31, 2021 and the impact of the plan amendment. The actuarial gain was recorded in Accumulated other comprehensive income and is being amortized over future periods.

10. Contingencies

As a global company serving consumers in more than 200 countries and territories, the Company is routinely subject to a wide variety of legal proceedings. These include disputes relating to intellectual property, contracts, product liability, marketing, advertising, foreign exchange controls, antitrust and trade regulation, as well as labor and employment, pension, data privacy and security, environmental and tax matters and consumer class actions. Management proactively reviews and monitors the Company’s exposure to, and the impact of, environmental matters. The Company is party to various environmental matters and, as such, may be responsible for all or a portion of the cleanup, restoration and post-closure monitoring of several sites.

The Company establishes accruals for loss contingencies when it has determined that a loss is probable and that the amount of loss, or range of loss, can be reasonably estimated. Any such accruals are adjusted thereafter as appropriate to reflect changes in circumstances.

The Company also determines estimates of reasonably possible losses or ranges of reasonably possible losses in excess of related accrued liabilities, if any, when it has determined that a loss is reasonably possible and it is able to determine such estimates. For those matters disclosed below for which the amount of any potential losses can be reasonably estimated, the Company currently estimates that the aggregate range of reasonably possible losses in excess of any accrued liabilities is $0 to approximately $250 (based on current exchange rates). The estimates included in this amount are based on the Company’s analysis of currently available information and, as new information is obtained, these estimates may change. Due to the inherent subjectivity of the assessments and the unpredictability of outcomes of legal proceedings, any amounts accrued or included in this aggregate range may not represent the ultimate loss to the Company. Thus, the Company’s exposure and ultimate losses may be higher or lower, and possibly significantly so, than the amounts accrued or the range disclosed above.

Based on current knowledge, management does not believe that the ultimate resolution of loss contingencies arising from the matters discussed herein will have a material effect on the Company’s consolidated financial position or its ongoing results of operations or cash flows. However, in light of the inherent uncertainties noted above, an adverse outcome in one or more matters could be material to the Company’s results of operations or cash flows for any particular quarter or year.

Brazilian Matters

There are certain tax and civil proceedings outstanding, as described below, related to the Company’s 1995 acquisition of the Kolynos oral care business from Wyeth (the “Seller”).

The Brazilian internal revenue authority has disallowed interest deductions and foreign exchange losses taken by the Company’s Brazilian subsidiary for certain years in connection with the financing of the Kolynos acquisition. The tax assessments with interest, penalties and any court-mandated fees, at the current exchange rate, are approximately $128. This amount includes additional assessments received from the Brazilian internal revenue authority in April 2016 relating to net operating loss carryforwards used by the Company’s Brazilian subsidiary to offset taxable income that had also been deducted from the authority’s original assessments. The Company has been disputing the disallowances by appealing the assessments since October 2001.

In each of September 2015, February 2017, September 2018, April 2019 and August 2020, the Company lost an administrative appeal and subsequently challenged these assessments in the Brazilian federal courts. Currently, there are three lawsuits pending in the Lower Federal Court and two cases have progressed to the Federal Court of Appeals. Although there can be no assurances, management believes, based on the opinion of its Brazilian legal counsel, that the disallowances are without merit and that the Company should ultimately prevail. The Company is challenging these disallowances vigorously.

In July 2002, the Brazilian Federal Public Attorney filed a civil action against the federal government of Brazil, Laboratorios Wyeth-Whitehall Ltda. (the Brazilian subsidiary of the Seller) and the Company, as represented by its Brazilian subsidiary, in the 6th. Lower Federal Court in the City of São Paulo, seeking to annul an April 2000 decision by the Brazilian Board of Tax Appeals that found in favor of the Seller's Brazilian subsidiary on the issue of whether it had incurred taxable capital gains as a result of the divestiture of Kolynos. The action seeks to make the Company's Brazilian subsidiary jointly and severally liable for any tax due from the Seller's Brazilian subsidiary. The case has been pending since 2002, and the Lower Federal Court has not issued a decision. Although there can be no assurances, management believes, based on the opinion of its Brazilian legal counsel, that the Company should ultimately prevail in this action. The Company is challenging this action vigorously.

In December 2005, the Brazilian internal revenue authority issued to the Company's Brazilian subsidiary a tax assessment with interest, penalties and any court-mandated fees of approximately $56, at the current exchange rate, based on a claim that certain purchases of U.S. Treasury bills by the subsidiary and their subsequent disposition during the period 2000 to 2001 were subject to a tax on foreign exchange transactions. The Company had been disputing the assessment within the internal revenue authority's administrative appeals process. However, in November 2015, the Superior Chamber of Administrative Tax Appeals denied the Company's final administrative appeal, and the Company has filed a lawsuit in the Brazilian federal court. In the event the Company is unsuccessful in this lawsuit, further appeals are available within the Brazilian federal courts. Although there can be no assurances, management believes, based on the opinion of its Brazilian legal counsel, that the tax assessment is without merit and that the Company should ultimately prevail. The Company is challenging this assessment vigorously.

Competition Matter

Certain of the Company's subsidiaries were historically subject to actions and, in some cases, fines, by governmental authorities in a number of countries related to alleged competition law violations. Substantially all of these matters also involved other consumer goods companies and/or retail customers. The Company's policy is to comply with antitrust and competition laws and, if a violation of any such laws is found, to take appropriate remedial action and to cooperate fully with any related governmental inquiry. The status as of September 30, 2023 of such competition law matters pending against the Company during the nine months ended September 30, 2023 is set forth below.

- In July 2014, the Greek competition law authority issued a statement of objections alleging a restriction of parallel imports into Greece. The Company responded to this statement of objections. In July 2017, the Company received the decision from the Greek competition law authority in which the Company was fined $11. The Company appealed the decision to the Greek courts. In April 2019, the Greek courts affirmed the judgment against the Company's Greek subsidiary, but reduced the fine to $10.5 and dismissed the case against Colgate-Palmolive Company. The Company's Greek subsidiary and the Greek competition authority appealed the decision to the Greek Supreme Court.

Talcum Powder Matters

The Company has been named as a defendant in civil actions alleging that certain talcum powder products that were sold prior to 1996 were contaminated with asbestos and/or caused mesothelioma and other cancers. Many of these actions involve a number of co-defendants from a variety of different industries, including suppliers of asbestos and manufacturers of products that, unlike the Company's products, were designed to contain asbestos.

As of September 30, 2023, there were 271 individual cases pending against the Company in state and federal courts throughout the United States, as compared to 251 cases as of June 30, 2023 and 227 cases as of December 31, 2022. During the three months ended September 30, 2023, 33 new cases were filed and 13 cases were resolved by voluntary dismissal or settlement. During the nine months ended September 30, 2023, 136 new cases were filed and 92 cases were resolved by voluntary dismissal, settlement or dismissal by the court. The value of the settlements in the periods presented was not material, either individually or in the aggregate, to such periods' results of operations.

A significant portion of the Company's costs incurred in defending and resolving these claims has been, and the Company believes that a portion of the costs will continue to be, covered by insurance policies issued by several primary, excess and umbrella insurance carriers, subject to deductibles, exclusions, retentions, policy limits and insurance carrier insolvencies.

While the Company and its legal counsel believe that these cases are without merit and intend to challenge them vigorously, there can be no assurances regarding the ultimate resolution of these matters.

ERISA Matter

In June 2016, a lawsuit was filed in the United States District Court for the Southern District of New York (the "District Court") against the Retirement Plan, the Company and certain individuals (the "Company Defendants") claiming that residual annuity payments associated with a 2005 residual annuity amendment to the Retirement Plan were improperly calculated for certain Retirement Plan participants in violation of the Employee Retirement Income Security Act ("ERISA"). The relief sought included recalculation of benefits, pre- and post-judgment interest and attorneys' fees. This action was certified as a class action in July 2017. In July 2020, the Court dismissed certain claims, and in August 2020 granted the plaintiffs' motion for summary judgment on the remaining claims. In September 2020, the Company appealed to the Second Circuit. In March 2023, the Second Circuit affirmed the grant of summary judgment to the plaintiffs.

In light of the Second Circuit decision, the Company recorded a charge to earnings of $267 in the quarter ended March 31, 2023, which is comprised of the recalculation of benefits and interest. Possible additional charges associated with this matter are expected to be immaterial and, where estimable, are reflected in the range of reasonably possible losses disclosed above. The impact of the decision will result in an increase in the obligations of the Retirement Plan, which based on the current funded status of the Retirement Plan will require no immediate cash contribution by the Company. In June 2023, the Company filed a petition for certiorari to the United States Supreme Court requesting permission for an appeal to that court and that petition was denied in October 2023. Also in June 2023, the plaintiffs filed a motion to enter a revised final judgment in the District Court to address certain unresolved calculation issues, which the Company opposed.

(Dollars in Millions Except Share and Per Share Amounts)

11. Segment Information

The Company operates in two product segments: Oral, Personal and Home Care; and Pet Nutrition.

The operations of the Oral, Personal and Home Care product segment are managed geographically in five reportable operating segments: North America, Latin America, Europe, Asia Pacific and Africa/Eurasia.

The Company evaluates segment performance based on several factors, including Operating profit. The Company uses Operating profit as a measure of operating segment performance because it excludes the impact of Corporate-driven decisions related to interest expense and income taxes.

The accounting policies of the operating segments are generally the same as those described in Note 2, Summary of Significant Accounting Policies to the Company's Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022. Intercompany sales have been eliminated. Corporate operations include costs related to stock options and restricted stock units, research and development costs, Corporate overhead costs, restructuring and related implementation charges and gains and losses on sales of non-core product lines and assets. The Company reports these items within Corporate operations as they relate to Corporate-based responsibilities and decisions and are not included in the internal measures of segment operating performance used by the Company to measure the underlying performance of the operating segments.

Net sales by segment were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net sales				
Oral, Personal and Home Care				
North America	$ 990	$ 958	$ 2,926	$ 2,850
Latin America	1,194	997	3,447	2,970
Europe	725	632	2,053	1,925
Asia Pacific	682	709	2,084	2,131
Africa/Eurasia	266	287	822	809
Total Oral, Personal and Home Care	3,857	3,583	11,332	10,685
Pet Nutrition	1,058	872	3,175	2,653
Total Net sales	$ 4,915	$ 4,455	$ 14,507	$ 13,338

Approximately two-thirds of the Company's Net sales are generated from markets outside the U.S., with approximately 45% of the Company's Net sales coming from emerging markets (which consist of Latin America, Asia (excluding Japan), Africa/Eurasia and Central Europe).

(Dollars in Millions Except Share and Per Share Amounts)

The Company's Net sales of Oral, Personal and Home Care and Pet Nutrition products accounted for the following percentages of the Company's Net sales:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net sales				
Oral Care	43 %	44 %	42 %	44 %
Personal Care	19 %	19 %	19 %	19 %
Home Care	17 %	17 %	17 %	17 %
Pet Nutrition	21 %	20 %	22 %	20 %
Total Net sales	100 %	100 %	100 %	100 %

Operating profit by segment was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Operating profit				
Oral, Personal and Home Care				
North America	$ 231	$ 198	$ 651	$ 557
Latin America	372	289	1,050	818
Europe	162	127	412	410
Asia Pacific	193	185	564	556
Africa/Eurasia	66	66	196	160
Total Oral, Personal and Home Care	1,024	865	2,873	2,501
Pet Nutrition	201	201	575	617
Corporate	(196)	(119)	(536)	(427)
Total Operating profit	$ 1,029	$ 947	$ 2,912	$ 2,691

Corporate Operating profit (loss) for the three months ended September 30, 2023 included charges resulting from the 2022 Global Productivity Initiative of $2.

Corporate Operating profit (loss) for the nine months ended September 30, 2023 included product recall costs of $25 and charges resulting from the 2022 Global Productivity Initiative of $25.

Corporate Operating profit (loss) for the three and nine months ended September 30, 2022 included charges resulting from the 2022 Global Productivity Initiative of $3 and $79, respectively, and a gain on the sale of land in Asia Pacific of $47 and acquisition-related costs of $17 in both periods.

(Dollars in Millions Except Share and Per Share Amounts)

12. Fair Value Measurements and Financial Instruments

The Company uses available market information and other valuation methodologies in assessing the fair value of financial instruments. Judgment is required in interpreting market data to develop the estimates of fair value and, accordingly, changes in assumptions or the estimation methodologies may affect the fair value estimates. The Company is exposed to the risk of credit loss in the event of nonperformance by counterparties to financial instrument contracts; however, nonperformance is considered unlikely and any nonperformance is unlikely to be material, as it is the Company's policy to contract only with diverse, credit-worthy counterparties based upon both strong credit ratings and other credit considerations.

The Company is exposed to market risk from foreign currency exchange rates, interest rates and commodity price fluctuations. Volatility relating to these exposures is managed on a global basis by utilizing a number of techniques, including working capital management, sourcing strategies, selling price increases, selective borrowings in local currencies and entering into selective derivative instrument transactions, issued with standard features, in accordance with the Company's treasury and risk management policies, which prohibit the use of derivatives for speculative purposes and leveraged derivatives for any purpose. It is the Company's policy to enter into derivative instrument contracts with terms that match the underlying exposure being hedged.

The Company's derivative instruments include interest rate swap contracts, forward-starting interest rate swaps, foreign currency contracts, and commodity contracts. The Company utilizes interest rate swap contracts to manage its targeted mix of fixed and floating rate debt, and these swaps are valued using observable benchmark rates (Level 2 valuation). The Company utilizes forward-starting interest rate swaps to mitigate the risk of variability in interest rate for future debt issuances and these swaps are valued using observable benchmark rates (Level 2 valuation). The Company utilizes foreign currency contracts, including forward and swap contracts, option contracts, local currency deposits and local currency borrowings to hedge portions of its foreign currency purchases, assets and liabilities arising in the normal course of business and the net investment in certain foreign subsidiaries. These contracts are valued using observable market rates (Level 2 valuation). Commodity futures contracts are utilized to hedge the purchases of raw materials used in production. These contracts are measured using quoted commodity exchange prices (Level 1 valuation). The duration of foreign currency and commodity contracts generally does not exceed 12 months.

The following table summarizes the fair value of the Company's derivative instruments and other financial instruments which are carried at fair value in the Company's Condensed Consolidated Balance Sheets at September 30, 2023 and December 31, 2022:

	Assets			**Liabilities**		
	Account	**Fair Value**		**Account**	**Fair Value**	
Designated derivative instruments		**September 30, 2023**	**December 31, 2022**		**September 30, 2023**	**December 31, 2022**
Foreign currency contracts	Other current assets	$ 47	$ 19	Other accruals	$ 23	$ 15
Commodity contracts	Other current assets	—	4	Other accruals	2	—
Total designated		$ 47	$ 23		$ 25	$ 15
Other financial instruments						
Marketable securities	Other current assets	$ 247	$ 175			
Total other financial instruments		$ 247	$ 175			

(Dollars in Millions Except Share and Per Share Amounts)

The carrying amount of cash, cash equivalents, marketable securities, accounts receivable and short-term debt approximated fair value as of September 30, 2023 and December 31, 2022. The estimated fair value of the Company's long-term debt, including the current portion, as of September 30, 2023 and December 31, 2022, was $8,000 and $8,184, respectively, and the related carrying value was $8,706 and $8,755, respectively. In August 2022, the Company issued $500 of three-year Senior Notes at a fixed coupon rate of 3.100%, $500 of five-year Senior Notes at a fixed coupon rate of 3.100% and $500 of ten-year Senior Notes at a fixed coupon rate of 3.250%. In March 2023, the Company issued $500 of three-year Senior Notes at a fixed coupon rate of 4.800%, $500 of five-year Senior Notes at a fixed coupon rate of 4.600% and $500 of ten-year Senior Notes at a fixed coupon rate of 4.600%. The estimated fair value of long-term debt was derived principally from quoted prices on the Company's outstanding fixed-term notes (Level 2 valuation).

The following tables present the notional values as of:

	September 30, 2023			
	Foreign Currency Contracts	Foreign Currency Debt	Commodity Contracts	Total
Fair Value Hedges	$ 1,404	$ —	$ —	$ 1,404
Cash Flow Hedges	864	—	42	906
Net Investment Hedges	409	4,137	—	4,546

	December 31, 2022			
	Foreign Currency Contracts	Foreign Currency Debt	Commodity Contracts	Total
Fair Value Hedges	$ 609	$ —	$ —	$ 609
Cash Flow Hedges	840	—	26	866
Net Investment Hedges	138	4,797	—	4,935

The following tables present the location and amount of gains (losses) recognized on the Company's Condensed Consolidated Statements of Income:

	Three Months Ended September 30,					
	2023			2022		
	Cost of sales	Selling, general and administrative expenses	Interest (income) expense, net	Cost of sales	Selling, general and administrative expenses	Interest (income) expense, net
Interest rate swaps designated as fair value hedges:						
Derivative instrument	$ —	$ —	$ —	$ —	$ —	$ (12)
Hedged items	—	—	—	—	—	12
Foreign currency contracts designated as fair value hedges:						
Derivative instrument	—	(17)	—	—	17	—
Hedged items	—	17	—	—	(17)	—
Foreign currency contracts designated as cash flow hedges:						
Amount reclassified from OCI	(5)	—	—	4	—	—
Commodity contracts designated as cash flow hedges:						
Amount reclassified from OCI	(1)	—	—	—	—	—
Forward-starting interest rate swaps designated as cash flow hedges:						
Amount reclassified from OCI	—	—	2	—	—	—
Total gain (loss) on hedges recognized in income	$ (6)	$ —	$ 2	$ 4	$ —	$ —

(Dollars in Millions Except Share and Per Share Amounts)

	Nine Months Ended September 30,					
	2023			2022		
	Cost of sales	Selling, general and administrative expenses	Interest (income) expense, net	Cost of sales	Selling, general and administrative expenses	Interest (income) expense, net
Interest rate swaps designated as fair value hedges:						
Derivative instrument	$ —	$ —	$ —	$ —	$ —	$ (6)
Hedged items	—	—	—	—	—	6
Foreign currency contracts designated as fair value hedges:						
Derivative instrument	—	6	—	—	31	—
Hedged items	—	(6)	—	—	(31)	—
Foreign currency contracts designated as cash flow hedges:						
Amount reclassified from OCI	(2)	—	—	9	—	—
Commodity contracts designated as cash flow hedges:						
Amount reclassified from OCI	(1)	—	—	6	—	—
Forward-starting interest rate swaps designated as cash flow hedges:						
Amount reclassified from OCI	—	—	5	—	—	—
Total gain (loss) on hedges recognized in income	$ (3)	$ —	$ 5	$ 15	$ —	$ —

The following table presents the location and amount of unrealized gains (losses) included in OCI:

	Three Months Ended September 30,	
	2023	2022
Foreign currency contracts designated as cash flow hedges:		
Gain (loss) recognized in OCI	$ 5	$ 11
Forward-starting interest rate swaps designated as cash flow hedges:		
Gain (loss) recognized in OCI	(2)	(39)
Commodity contracts designated as cash flow hedges:		
Gain (loss) recognized in OCI	—	—
Foreign currency contracts designated as net investment hedges:		
Gain (loss) on instruments	(37)	12
Gain (loss) on hedged items	37	(12)
Foreign currency debt designated as net investment hedges:		
Gain (loss) on instruments	50	276
Gain (loss) on hedged items	(50)	(276)
Total unrealized gain (loss) on hedges recognized in OCI	$ 3	$ (28)

(Dollars in Millions Except Share and Per Share Amounts)

	Nine Months Ended September 30,	
	2023	**2022**
Foreign currency contracts designated as cash flow hedges:		
Gain (loss) recognized in OCI	$ (4)	$ 24
Forward-starting interest rate swaps designated as cash flow hedges:		
Gain (loss) recognized in OCI	13	85
Commodity contracts designated as cash flow hedges:		
Gain (loss) recognized in OCI	(6)	4
Foreign currency contracts designated as net investment hedges:		
Gain (loss) on instruments	(19)	15
Gain (loss) on hedged items	19	(15)
Foreign currency debt designated as net investment hedges:		
Gain (loss) on instruments	90	636
Gain (loss) on hedged items	(90)	(636)
Total unrealized gain (loss) on hedges recognized in OCI	$ 3	$ 113

13. Supplier Finance Programs

The Company has agreements to provide supplier finance programs which facilitate participating suppliers' ability to finance payment obligations of the Company with designated third-party financial institutions. Participating suppliers may, at their sole discretion, elect to finance one or more payment obligations of the Company prior to their scheduled due dates at a discounted price to participating financial institutions. The Company's obligations to its suppliers, including amounts due and scheduled payment dates, are not impacted by suppliers' decisions to finance amounts under these arrangements. The outstanding payment obligations under the Company's supplier finance programs are included in Accounts Payable in the Condensed Consolidated Balance Sheets and were not material as of September 30, 2023 or December 31, 2022.

14. Income Taxes

The effective income tax rate was 21.9% for the third quarter of 2023 as compared to 23.5% for the third quarter of 2022. The primary driver of the decrease in the effective income tax rate is described below. The quarterly provision for income taxes is determined based on the Company's estimated full year effective income tax rate adjusted by the amount of tax attributable to infrequent or unusual items that are separately recognized on a discrete basis in the income tax provision in the quarter in which they occur. The Company's current estimate of its full year effective income tax rate before discrete period items is 23.7%, as compared to 23.8% in the comparable period of 2022.

In the third quarter of 2023, the Internal Revenue Service (the "IRS") issued a notice giving taxpayers temporary relief from the effects of certain U.S. tax regulations that were issued in December 2021, which place greater restrictions on foreign taxes that are creditable against U.S. taxes on foreign-source income. This notice allows taxpayers to defer the application of these new regulations until 2024 which is the primary driver of the decrease in the effective tax rate in the third quarter of 2023.

In the second quarter of 2023, the Company reassessed with its legal and tax advisers certain tax deductions taken in prior years by one of its subsidiaries and concluded that it is more likely than not that the deductions would not be sustained by the courts in that jurisdiction. The value of the tax deductions was not material to the Company in any year in which they were taken. The cumulative effect of the change in tax position of $148 was reflected as a discrete item in the second quarter's income tax expense, partially offset by the reversal of certain prior years' withholding tax reserves of $22 that are no longer required. The tax liability was paid in the quarter ended September 30, 2023. The current year impact of these changes is included in the Company's estimated full year effective income tax rate.

The Company has ongoing federal, state and international income tax audits in various jurisdictions and evaluates uncertain tax positions that may be challenged by local tax authorities and not fully sustained. All U.S. federal income tax returns through December 31, 2013 have been audited by the IRS and there are limited matters which the Company plans to appeal for years 2010 through 2013. One such matter relates to the IRS assessment of taxes on the Company by imputing income on certain activities within one of our international operations, which is also under audit for the years 2014 through 2018. There was a U.S. Tax Court ruling in February 2023 in favor of the IRS against an unrelated third party on a similar matter. Despite the recent U.S. Tax Court ruling, the Company continues to believe that the tax assessment against the Company is without merit. While there can be no assurances, the Company believes this matter will ultimately be decided in favor of the Company. The amount of tax plus interest for the years 2010 through 2018 is estimated to be approximately $145, which is not included in the Company's uncertain tax positions.

Executive Overview

Business Organization

Colgate-Palmolive Company (together with its subsidiaries, "we," "us," "our," the "Company" or "Colgate") is a caring, innovative growth company reimagining a healthier future for all people, their pets and our planet. We seek to deliver sustainable, profitable growth through science-led, core and premium innovation and superior shareholder returns, as well as to provide Colgate people with an innovative and inclusive work environment. We do this by developing and selling products globally that make people's and their pets' lives healthier and more enjoyable and by embracing our sustainability and social impact and diversity, equity and inclusion ("DE&I") strategies across our organization.

We are tightly focused on two product segments: Oral, Personal and Home Care; and Pet Nutrition. Within these segments, we follow a closely defined business strategy to grow our key product categories and increase our overall market share. Within the categories in which we compete, we prioritize our efforts based on their capacity to maximize the use of the organization's core competencies and strong global equities and to deliver sustainable, profitable long-term growth.

Operationally, we are organized along geographic lines with management teams having responsibility for the business and financial results in each region. We compete in more than 200 countries and territories worldwide with established businesses in all regions contributing to our sales and profitability. Approximately two-thirds of our Net sales are generated from markets outside the U.S., with approximately 45% of our Net sales coming from emerging markets (which consist of Latin America, Asia (excluding Japan), Africa/Eurasia and Central Europe). This geographic diversity and balance help to reduce our exposure to business and other risks in any one country or part of the world.

The Oral, Personal and Home Care product segment is managed geographically in five reportable operating segments: North America, Latin America, Europe, Asia Pacific and Africa/Eurasia, all of which sell primarily to a variety of traditional and eCommerce retailers, wholesalers, distributors, dentists and skin health professionals. Through Hill's Pet Nutrition, we also compete on a worldwide basis in the pet nutrition market, selling products principally through authorized pet supply retailers, veterinarians and eCommerce retailers. We also sell certain of our products direct-to-consumer. We are engaged in manufacturing and sourcing of products and materials on a global scale and have major manufacturing facilities, warehousing facilities and distribution centers in every region around the world.

On an ongoing basis, management focuses on a variety of key indicators to monitor business health and performance. These indicators include net sales (including volume, pricing and foreign exchange components), organic sales growth (net sales growth excluding the impact of foreign exchange, acquisitions and divestments), a non-GAAP financial measure, and gross profit margin, selling, general and administrative expenses, operating profit, net income and earnings per share, in each case, on a GAAP and non-GAAP basis, as well as measures used to optimize the management of working capital, capital expenditures, cash flow and return on capital. In addition, we review market share and other data to assess how our brands are performing within their categories on a global and regional basis. The monitoring of these indicators and our Code of Conduct and corporate governance practices help to maintain business health and strong internal controls. For additional information regarding non-GAAP financial measures and the Company's use of market share data and the limitations of such data, see "Non-GAAP Financial Measures" and "Market Share Information" below.

COVID-19

The COVID-19 pandemic and government steps to reduce the spread and address the impact of COVID-19 have had and may continue to have an impact on the way people live, work, interact, travel and shop. During the COVID-19 pandemic, many of the communities in which we manufacture, market and sell our products experienced and may in the future experience “stay at home” orders, travel or movement restrictions and other government actions to address the pandemic. While the impact of COVID-19 on our business has largely abated at this time, uncertainties continue, particularly in China where we have substantial manufacturing facilities and business, and in the travel retail channel, where we have experienced and may continue to experience disruptions particularly in our Filorga business. While we currently expect to be able to continue operating our business as described above, uncertainty resulting from COVID-19 could result in unforeseen additional disruptions to our business, including to our global supply chain and retailer network, and/or require us to incur additional operational costs.

For more information about the anticipated COVID-19 impact, see “Outlook” below.

The War in Ukraine

The war in Ukraine, and the related geopolitical tensions, have had and continue to have a significant impact on our operations in Ukraine and Russia, though it has not been material to our Consolidated Financial Statements. The safety of our employees and partners in Ukraine has been and remains our first priority. While our ability to do business in Ukraine has been significantly impacted, we remain committed to rebuilding our business there and to providing access to our products to people in the region. In Russia, we are importing and selling a reduced portfolio of health and hygiene products for everyday use. We have no manufacturing facilities in Russia and have ceased all capital investments and media activities. While our Eurasia business has been impacted by the war in Ukraine, the war has not had a material impact on our consolidated results of operations, cash flow or financial condition. For the nine months ended September 30, 2023, our Eurasia business constituted approximately 2% of our consolidated net sales and approximately 4% of our consolidated operating profit (the majority of which was Russia). We also continue to monitor the impact of sanctions, export controls and import restrictions imposed in response to the war in Ukraine on our business. The situation is evolving and uncertainties remain regarding the full impact of the war and the related impact on the global economy and geopolitical relations generally, and on our business in particular. We have seen and expect to continue to see the war’s impact on the global economy and our business including, among other things, the cost of raw and packaging materials and commodities (including the price of oil and natural gas), supply chain and logistics challenges and foreign currency volatility. For more information about factors that could impact our business, including due to the war in Ukraine, refer to Part I, Item 1A “Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2022.

Business Strategy

To achieve our business and financial objectives, we are focused on driving organic sales growth and long-term profitable growth through science-led, core and premium innovation; pursuing higher-growth adjacent categories and segments; expanding in faster-growing channels and markets, and delivering margin expansion through operating leverage and efficiency. We continue to prioritize our investments in high growth segments within our Oral Care, Personal Care and Pet Nutrition businesses. We are also seeking to maximize the impact of our environmental, social and governance programs and to lead in the development of human capital, including our sustainability and social impact and DE&I strategies, which we are working to integrate across our organization. We are strengthening and leveraging our capabilities in areas such as innovation, digital, artificial intelligence, eCommerce and data and analytics, enabling us to be more responsive in today's rapidly changing world. In particular, we believe our digital transformation is of paramount importance to our success going forward. We continue to invest behind our brands, including through advertising, and to develop initiatives to build strong relationships with consumers, dental, veterinary and skin health professionals and traditional and eCommerce retailers. We also continue to broaden our eCommerce offerings, including direct-to-consumer and subscription services. We continue to believe that growth opportunities are greater in those areas of the world in which economic development and rising consumer incomes expand the size and number of markets for our products.

We are also changing the way we work to drive growth and how we approach innovation with focus, empowerment, experimentation and digitalization to respond to the dynamic retail landscape and the evolving preferences of our customers and consumers. The retail landscape, the ease of new entrants into the market in many of our categories and the evolving preferences of our customers and consumers demand that we work differently and faster in an agile, authentic and culturally relevant manner to drive innovation.

The investments needed to drive growth are supported through continuous, Company-wide initiatives to lower costs and increase effective asset utilization. Through these initiatives, which are referred to as our funding-the-growth initiatives, we seek to become even more effective and efficient throughout our businesses. These initiatives are designed to reduce costs associated with direct materials, indirect expenses, distribution and logistics and advertising and promotional materials, among other things, and encompass a wide range of projects, examples of which include raw material substitution, reduction of packaging materials, consolidating suppliers to leverage volumes and increasing manufacturing efficiency through SKU reductions and formulation simplification.

Significant Items Impacting Comparability

During the quarter ended June 30, 2023, we reassessed with our legal and tax advisers certain tax deductions taken in prior years by one of our subsidiaries and concluded that it is more likely than not that the deductions would not be sustained by the courts in that jurisdiction. The value of the tax deductions was not material to us in any year in which they were taken. The cumulative effect of the change in tax position of $148 was reflected as a discrete item in the second quarter's income tax expense, partially offset by the reversal of certain prior years' withholding tax reserves of $22 that are no longer required (hereinafter referred to as the "foreign tax matter"). The tax liability was paid in the quarter ended September 30, 2023. The current year impact of these changes is included in our estimated full year effective income tax rate. See Note 14, Income Taxes, to the Condensed Consolidated Financial Statements for additional information.

During the quarter ended March 31, 2023, we recorded a charge of $267 as a result of a decision of the United States Court of Appeals for the Second Circuit affirming a grant of summary judgment to the plaintiffs in a lawsuit under the Employee Retirement Income Security Act seeking the recalculation of benefits and other relief associated with a 2005 residual annuity amendment to the Colgate-Palmolive Company Employees' Retirement Income Plan (the "Retirement Plan"). The decision will result in an increase in the obligations of the Retirement Plan, which based on the current funded status of the Retirement Plan will require no immediate cash contribution by the Company. In June 2023, we filed a petition for certiorari to the United States Supreme Court requesting permission for an appeal to that court, which was denied in October 2023, and the plaintiffs filed a motion to enter a revised final judgment in the District Court to address certain unresolved calculation issues, which we opposed. See Note 10, Contingencies to the Condensed Consolidated Financial Statements for additional information.

During the quarter ended March 31, 2023, we announced a voluntary recall of select Fabuloso multi-purpose cleaner products sold in the United States and Canada. The costs associated with the voluntary recall had a $25 impact on our Operating profit for the nine months ended September 30, 2023 and are not expected to have a material impact in future periods.

On September 30, 2022, the Company acquired a business that operates three dry pet food manufacturing plants in the United States, from Red Collar Pet Foods Holdings, Inc. and Red Collar Pet Foods Holdings, L.P. (collectively, "Red Collar Pet Foods") for $719 in order to further support the global growth of the Hill's Pet Nutrition business. See Note 4, Acquisitions to the Consolidated Financial Statements for additional information.

In July 2022, one of the Company's subsidiaries in Asia Pacific completed the sale of land and recognized a pretax gain of $47 ($15 aftertax attributable to the Company).

On January 27, 2022, our Board of Directors (the "Board") approved a targeted productivity program (the "2022 Global Productivity Initiative"). The program is intended to reallocate resources towards our strategic priorities and faster growth businesses, drive efficiencies in our operations and streamline our supply chain to reduce structural costs. Implementation of the 2022 Global Productivity Initiative, which is expected to be substantially completed by mid-year 2024, is estimated to result in cumulative pretax charges, once all phases are approved and implemented, in the range of $200 to $240 ($170 to $200 aftertax). Annualized pretax savings are projected to be in the range of $90 to $110 ($70 to $85 aftertax), once all projects are approved and implemented. For more information regarding the 2022 Global Productivity Initiative, see "Restructuring and Related Implementation Charges" below.

For both the three months ended September 30, 2023 and 2022, we incurred pretax costs of $2 (aftertax costs of $2), resulting from the 2022 Global Productivity Initiative.

In the nine months ended September 30, 2023 and 2022, we incurred pretax costs of $29 (aftertax costs of $23) and $92 (aftertax costs of $72), respectively, resulting from the 2022 Global Productivity Initiative.

Outlook

Looking forward, we expect global macroeconomic, political and market conditions to remain challenging, including as a result of inflation and rising interest rates. During the nine months ended September 30, 2023, we experienced significantly higher raw and packaging material costs. We have taken and are taking additional pricing to try to offset these increases in raw and packaging material costs. This has negatively impacted and may continue to negatively impact consumer demand for our products. Additionally, inflation is impacting the broader economy with consumers around the world facing widespread rising prices as well as rising interest rates resulting from measures to address inflation. Such inflation and rising interest rates may negatively impact consumer consumption or discretionary spending and/or change their purchasing patterns by foregoing purchasing certain of our products or by switching to "private label" or to our lower-priced product offerings. Although we continue to devote significant resources to support our brands and market our products at multiple price points, these changes could reduce demand for and sales volumes of our products or result in a shift in our product mix from higher margin to lower margin product offerings. In light of this challenging environment, we expect increased volatility across all of our categories and it is therefore difficult to predict category growth rates in the near term.

Given that approximately two-thirds of our Net sales originate in markets outside the U.S., we have experienced and will likely continue to experience volatile foreign currency fluctuations. As discussed above, we have also experienced higher raw and packaging material costs. While we have taken, and will continue to take, measures to mitigate the effect of these conditions, such as the 2022 Global Productivity Initiative and our funding-the-growth and revenue growth management initiatives, including additional pricing, in the current environment, it may become increasingly difficult to implement certain of these mitigation strategies. Should these conditions persist, they could adversely affect our future results.

While the global marketplace in which we operate has always been highly competitive, we continue to experience heightened competitive activity in certain markets from strong local competitors, from other large multinational companies, some of which have greater resources than we do, and from new entrants into the market in many of our categories. Such activities have included more aggressive product claims and marketing challenges, as well as increased promotional spending and geographic expansion.

We have been negatively affected by changes in the policies and practices of our trade customers in key markets, such as inventory destocking, fulfillment requirements, limitations on access to shelf space, delisting of our products and certain sustainability, supply chain and packaging standards or initiatives. In addition, the retail landscape in many of our markets continues to evolve as a result of the continued growth of eCommerce, changing consumer preferences (as consumers increasingly shop online and via mobile and social applications) and the increased presence of alternative retail channels, such as subscription services and direct-to-consumer businesses. We plan to continue to invest behind our digital and analytics capabilities and higher growth businesses. The substantial growth in eCommerce and the emergence of alternative retail channels have created and may continue to create pricing pressures and/or adversely affect our relationships with our key retailers.

We continue to closely monitor the impact of the war in Ukraine, the Israel-Hamas war, COVID-19 and the challenging market conditions discussed above on our business and the related uncertainties and risks. While we have taken, and will continue to take, measures to mitigate the effects of these conditions, we cannot estimate with certainty the full extent of their impact on our business, results of operations, cash flows and/or financial condition. For more information about factors that could impact our business, see "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022.

We believe that we are well prepared to meet the challenges ahead due to our strong financial condition, experience operating in challenging environments, resilient global supply chain, dedicated and diverse global team and focused business strategy. Our strategy is based on driving organic sales growth and long-term profitable growth through science-led, core and premium innovation; pursuing higher-growth adjacent categories and segments, expanding in faster-growing channels and markets and delivering margin expansion through operating leverage and efficiency. We are also seeking to maximize the impact of our environmental, social and governance programs and to lead in the development of human capital, including our sustainability and social impact and DE&I strategies, which we are working to integrate across our organization. Our commitment to these priorities, the strength of our brands, the breadth of our global footprint and a commitment to profitability and driving efficiency in cash generation should position us well to manage through the challenges we face and increase shareholder value over time.

Results of Operations

Three Months

Worldwide Net sales were $4,915 in the third quarter of 2023, up 10.5% from the third quarter of 2022, due to volume growth of 0.5%, net selling price increases of 9.5% and positive foreign exchange of 0.5%. Acquisitions contributed 1.0% to volume. Organic sales (Net sales excluding the impact of foreign exchange, acquisitions and divestments), a non-GAAP financial measure, increased 9.0% in the third quarter of 2023. A reconciliation of net sales growth to organic sales growth is provided under "Non-GAAP Financial Measures" below.

Net sales in the Oral, Personal and Home Care product segment were $3,857 in the third quarter of 2023, up 7.5% from the third quarter of 2022, due to net selling price increases of 8.5%, partially offset by volume declines of 1.0% while foreign exchange remained flat. Organic sales in the Oral, Personal and Home Care product segment increased 7.5% in the third quarter of 2023.

The Company's share of the global toothpaste market was 41.0% on a year-to-date basis, up 1.1 share points from the year ago period, and its share of the global manual toothbrush market was 31.5% on a year-to-date basis, flat with the year ago period. Year-to-date market shares in toothpaste were up in Europe, Asia Pacific and Africa/Eurasia, flat in Latin America and down in North America versus the comparable 2022 period. In the manual toothbrush category, year-to-date market shares were up in Europe, flat in Latin America and Asia/Pacific and down in North America and Africa/Eurasia versus the comparable 2022 period. For additional information regarding market shares, see "Market Share Information" below.

Net sales in the Hill's Pet Nutrition segment were $1,058 in the third quarter of 2023, up 21.5% from the third quarter of 2022, due to volume growth of 9.0%, net selling price increases of 12.0% and positive foreign exchange of 0.5%. Acquisitions contributed 6.0% to volume. Organic sales in the Hill's Pet Nutrition segment increased 15.0% in the third quarter of 2023.

(Dollars in Millions Except Per Share Amounts)

Gross Profit/Margin

Worldwide Gross profit increased to $2,877 in the third quarter of 2023 compared to $2,548 in the third quarter of 2022. Worldwide Gross profit in the third quarter of 2023 included charges resulting from the 2022 Global Productivity Initiative. Excluding charges resulting from the 2022 Global Productivity Initiative in the third quarter of 2023, worldwide Gross profit increased to $2,878 in the third quarter of 2023 compared to $2,548 in the third quarter of 2022, reflecting an increase of $262 resulting from higher Net sales and an increase of $68 resulting from higher Gross profit margin.

Worldwide Gross profit margin increased to 58.5% in the third quarter of 2023 from 57.2% in the third quarter of 2022. Excluding charges resulting from the 2022 Global Productivity Initiative in the third quarter of 2023, worldwide Gross profit margin increased to 58.6% in the third quarter of 2023 from 57.2% in the third quarter of 2022. This increase in Gross profit margin was due to higher pricing (360 bps) and cost savings from the Company's funding-the-growth initiatives (290 bps), partially offset by significantly higher raw and packaging material costs (460 bps) and unfavorable mix due to private label sales resulting from the previously disclosed acquisitions of pet food businesses (50 bps).

	Three Months Ended September 30,	
	2023	2022
Gross profit, GAAP	$ 2,877	$ 2,548
2022 Global Productivity Initiative	1	—
Gross profit, non-GAAP	$ 2,878	$ 2,548

	Three Months Ended September 30,		
	2023	2022	Basis Point Change
Gross profit margin, GAAP	58.5 %	57.2 %	130
2022 Global Productivity Initiative	0.1 %	—	
Gross profit margin, non-GAAP	58.6 %	57.2 %	140

(Dollars in Millions Except Per Share Amounts)

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased 12% to $1,822 in the third quarter of 2023 compared to $1,634 in the third quarter of 2022. Selling, general and administrative expenses in the third quarter of 2022 included charges resulting from the 2022 Global Productivity Initiative. Excluding charges resulting from the 2022 Global Productivity Initiative in the third quarter of 2022, Selling, general and administrative expenses increased to $1,822 in the third quarter of 2023 from $1,633 in the third quarter of 2022, reflecting increased advertising investment of $112 and higher overhead expenses of $77.

Selling, general and administrative expenses as a percentage of Net sales increased by 40 bps to 37.1% in the third quarter of 2023 as compared to 36.7% in the third quarter of 2022. This increase was due to increased advertising investment (130 bps), partially offset by lower overhead expenses (90 bps). Lower overhead expenses were driven by lower logistics costs (140 bps), partially offset by higher other overhead expenses (50 bps). In the third quarter of 2023, advertising investment increased as a percentage of Net sales to 12.2% from 10.9% in the third quarter of 2022, or 23% in absolute terms to $598 as compared with $486 in the third quarter of 2022.

	Three Months Ended September 30,	
	2023	2022
Selling, general and administrative expense, GAAP	$ 1,822	$ 1,634
2022 Global Productivity Initiative	—	(1)
Selling, general and administrative expenses, non-GAAP	$ 1,822	$ 1,633

	Three Months Ended September 30,		
	2023	2022	Basis Point Change
Selling, general and administrative expenses as a percentage of Net sales	37.1 %	36.7 %	40

Other (Income) Expense, Net

Other (income) expense, net was $26 and $(33) in the third quarter of 2023 and 2022, respectively. Other (income) expense, net in the third quarter of 2023 included charges resulting from the 2022 Global Productivity Initiative. Other (income) expense, net in the third quarter of 2022 included charges resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific and acquisition-related costs. Excluding these items in both periods, as applicable, Other (income) expense, net was $25 and $(5) in the third quarter of 2023 and 2022, respectively.

	Three Months Ended September 30,	
	2023	2022
Other (income) expense, net, GAAP	$ 26	$ (33)
2022 Global Productivity Initiative	(1)	(2)
Gain on the sale of land in Asia Pacific	—	47
Acquisition-related costs	—	(17)
Other (income) expense, net, non-GAAP	$ 25	$ (5)

(Dollars in Millions Except Per Share Amounts)

Operating Profit

Operating profit increased 9% to $1,029 in the third quarter of 2023 from $947 in the third quarter of 2022. Operating profit in third quarter of 2023 included charges resulting from the 2022 Global Productivity Initiative. Operating profit in the third quarter of 2022 included charges resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific and acquisition-related costs. Excluding these items described in both periods, as applicable, Operating profit increased 12% to $1,031 in the third quarter of 2023 from $920 in the third quarter of 2022.

Operating profit margin was 20.9% in the third quarter of 2023, a decrease of 40 bps compared to 21.3% in the third quarter of 2022. Excluding the items described above in both periods, as applicable, Operating profit margin was 21.0% in the third quarter of 2023, an increase of 30 bps compared to 20.7% in the third quarter of 2022. This increase in Operating profit margin was due to an increase in Gross profit (140 bps), partially offset by an increase in Selling, general and administrative expenses (40 bps) and an increase in Other (income) expense, net (70 bps), all as a percentage of Net sales.

	Three Months Ended September 30,		
	2023	2022	% Change
Operating profit, GAAP	$ 1,029	$ 947	9 %
2022 Global Productivity Initiative	2	3	
Gain on the sale of land in Asia Pacific	—	(47)	
Acquisition-related costs	—	17	
Operating profit, non-GAAP	$ 1,031	$ 920	12 %

	Three Months Ended September 30,		
	2023	2022	Basis Point Change
Operating profit margin, GAAP	20.9 %	21.3 %	(40)
2022 Global Productivity Initiative	0.1 %	0.1 %	
Gain on the sale of land in Asia Pacific	— %	(1.1)%	
Acquisition-related costs	— %	0.4 %	
Operating profit margin, non-GAAP	21.0 %	20.7 %	30

Non-Service Related Postretirement Costs

Non-service related postretirement costs were $15 in the third quarter of 2023 and 2022. Non-service related postretirement costs in the third quarter of 2022 included an adjustment related to the 2022 Global Productivity Initiative. Excluding the adjustment related to the 2022 Global Productivity Initiative in the third quarter of 2022, Non-service related postretirement costs were $15 in the third quarter of 2023 and $16 in the third quarter of 2022.

	Three Months Ended September 30,	
	2023	2022
Non-service related postretirement costs, GAAP	$ 15	$ 15
2022 Global Productivity Initiative	—	1
Non-service related postretirement costs, non-GAAP	$ 15	$ 16

Interest (Income) Expense, Net

Interest (income) expense, net was $58 in the third quarter of 2023 as compared to $40 in the third quarter of 2022, primarily due to higher average interest rates on debt and higher debt balances.

(Dollars in Millions Except Per Share Amounts)

Net Income Attributable to Colgate-Palmolive Company and Earnings Per Share

Net income attributable to Colgate-Palmolive Company in the third quarter of 2023 increased to $708 from $618 in the third quarter of 2022, and Earnings per common share on a diluted basis increased to $0.86 per share in the third quarter of 2023 from $0.74 in the third quarter of 2022. Net Income attributable to Colgate-Palmolive Company in the third quarter of 2023 included charges resulting from the 2022 Global Productivity Initiative. Net Income attributable to Colgate-Palmolive Company in the third quarter of 2022 included charges resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific and acquisition-related costs.

Excluding the items described above in both periods as applicable, Net income attributable to Colgate-Palmolive Company in the third quarter of 2023 increased 15% to $710 from $620 in the third quarter of 2022, and Earnings per common share on a diluted basis increased 16% to $0.86 in the third quarter of 2023 from $0.74 in the third quarter of 2022.

	Three Months Ended September 30, 2023					
	Income Before Income Taxes	Provision For Income Taxes[1]	Net Income Including Noncontrolling Interests	Less: Income Attributable to Noncontrolling Interests	Net Income Attributable To Colgate-Palmolive Company	Diluted Earnings Per Share[2]
As Reported GAAP	$ 956	$ 209	$ 747	$ 39	$ 708	$ 0.86
2022 Global Productivity Initiative	2	—	2	—	2	—
Non-GAAP	$ 958	$ 209	$ 749	$ 39	$ 710	$ 0.86

	Three Months Ended September 30, 2022					
	Income Before Income Taxes	Provision For Income Taxes[1]	Net Income Including Noncontrolling Interests	Less: Income Attributable to Noncontrolling Interests	Net Income Attributable To Colgate-Palmolive Company	Diluted Earnings Per Share[2]
As Reported GAAP	$ 892	$ 210	$ 682	$ 64	$ 618	$ 0.74
2022 Global Productivity Initiative	2	—	2	—	2	—
Gain on the sale of land in Asia Pacific	(47)	(11)	(36)	(21)	(15)	(0.02)
Acquisition-related costs	17	2	15	—	15	0.02
Non-GAAP	$ 864	$ 201	$ 663	$ 43	$ 620	$ 0.74

[1] The income tax effect on non-GAAP items is calculated based upon the tax laws and statutory income tax rates applicable in the tax jurisdiction(s) of the underlying non-GAAP adjustment.
[2] The impact of non-GAAP adjustments on diluted earnings per share may not necessarily equal the difference between "GAAP" and "non-GAAP" as a result of rounding.

(Dollars in Millions Except Per Share Amounts)

Net Sales and Operating Profit by Segment

Oral, Personal and Home Care

North America

	Three Months Ended September 30,		
	2023	2022	Change
Net sales	$ 990	$ 958	3.5 %
Operating profit	$ 231	$ 198	17 %
% of Net sales	23.3 %	20.7 %	260 bps

Net sales in North America increased 3.5% in the third quarter of 2023 to $990, driven by net selling price increases of 7.5%, partially offset by volume declines of 4.0%, while foreign exchange was flat. Organic sales in North America increased 3.5% in the third quarter of 2023. Organic sales growth was led by the United States.

The increase in organic sales in North America in the third quarter of 2023 versus the third quarter of 2022 was primarily due to increases in Oral Care and Personal Care organic sales. The increase in Oral Care was primarily due to organic sales growth in the toothpaste and manual toothbrush categories. The increase in Personal Care was primarily due to organic sales growth in the underarm protection and bar soap categories, partially offset by organic sales declines in the body wash category.

Operating profit in North America increased 17% in the third quarter of 2023 to $231, or 260 bps to 23.3% as a percentage of Net sales. This increase in Operating profit as a percentage of Net sales was primarily due to an increase in Gross profit (250 bps) as a percentage of Net sales. This increase in Gross profit was primarily due to higher pricing and cost savings from the Company's funding-the-growth initiatives (240 bps), partially offset by significantly higher raw and packaging material costs (280 bps).

(Dollars in Millions Except Per Share Amounts)

Latin America

	Three Months Ended September 30,		
	2023	2022	Change
Net sales	$ 1,194	$ 997	20.0 %
Operating profit	$ 372	$ 289	29 %
% of Net sales	31.2 %	29.0 %	220 bps

Net sales in Latin America increased 20.0% in the third quarter of 2023 to $1,194, driven by volume growth of 5.5%, net selling price increases of 9.5% and positive foreign exchange of 5.0%. Organic sales in Latin America increased 15.0% in the third quarter of 2023. Organic sales growth was led by Argentina, Mexico, Brazil and Colombia.

The increase in organic sales in Latin America in the third quarter of 2023 versus the third quarter of 2022 was due to increases in Oral Care, Personal Care and Home Care organic sales. The increase in Oral Care was primarily due to organic sales growth in the toothpaste, mouthwash and manual toothbrush categories. The increase in Personal Care was primarily due to organic sales growth in the underarm protection, bar soap and hair care categories. The increase in Home Care was primarily due to organic sales growth in the surface cleaners and hand dish categories.

Operating profit in Latin America increased 29% in the third quarter of 2023 to $372, or 220 bps to 31.2% as a percentage of Net sales. This increase in Operating profit as a percentage of Net sales was primarily due to an increase in Gross profit (410 bps), partially offset by an increase in Selling, general and administrative expenses (40 bps) and an increase in Other (income) expense, net (150 bps), all as a percentage of Net sales. This increase in Gross profit was due to higher pricing and cost savings from the Company's funding-the-growth initiatives (220 bps), partially offset by higher raw and packaging material costs (230 bps). This increase in Selling, general and administrative expenses was due to increased advertising investment (90 bps), partially offset by lower overhead expenses (50 bps). This increase in Other (income) expense, net was primarily due to a value added tax refund in the third quarter of 2022.

Europe

	Three Months Ended September 30,		
	2023	2022	Change
Net sales	$ 725	$ 632	14.5 %
Operating profit	$ 162	$ 127	28 %
% of Net sales	22.3 %	20.1 %	220 bps

Net sales in Europe increased 14.5% in the third quarter of 2023 to $725, driven by net selling price increases of 11.0% and positive foreign exchange of 7.5%, partially offset by volume declines of 4.0%. Organic sales in Europe increased 7.0% in the third quarter of 2023. Organic sales growth was led by Germany and the United Kingdom.

The increase in organic sales in Europe in the third quarter of 2023 versus the third quarter of 2022 was primarily due to increases in Oral Care and Personal Care organic sales. The increase in Oral Care was primarily due to organic sales growth in the toothpaste category. The increase in Personal Care was primarily due to organic sales growth in the underarm protection and body wash categories.

Operating profit in Europe increased 28% in the third quarter of 2023 to $162, or 220 bps to 22.3% as a percentage of Net sales. This increase in Operating profit as a percentage of Net sales was due to an increase in Gross profit (310 bps) and a decrease in Other (income) expense, net (80 bps), partially offset by an increase in Selling, general and administrative expenses (170 bps), all as a percentage of Net sales. This increase in Gross profit was primarily due to higher pricing, cost savings from the Company's funding-the-growth initiatives (290 bps) and favorable mix (90 bps), partially offset by significantly higher raw and packaging material costs (530 bps). This increase in Selling, general and administrative expenses was due to increased advertising investment (170 bps). This decrease in Other (income) expense, net was primarily due to lower amortization expenses.

(Dollars in Millions Except Per Share Amounts)

Asia Pacific

	Three Months Ended September 30,		
	2023	2022	Change
Net sales	$ 682	$ 709	(4.0) %
Operating profit	$ 193	$ 185	4 %
% of Net sales	28.3 %	26.1 %	220 bps

Net sales in Asia Pacific decreased 4.0% in the third quarter of 2023 to $682, driven by volume declines of 7.0% and negative foreign exchange of 2.5%, partially offset by net selling price increases of 5.5%. Organic sales in Asia Pacific decreased 1.5% in the third quarter of 2023. Organic sales declines in the Greater China region were partially offset by organic sales growth in India and the Philippines.

The decrease in organic sales in Asia Pacific in the third quarter of 2023 versus the third quarter of 2022 was primarily due to a decrease in Oral Care organic sales, partially offset by an increase in Personal Care organic sales. The decrease in Oral Care was primarily due to organic sales declines in the toothpaste category. The increase in Personal Care was primarily due to organic sales growth in the hair care, body wash and bar soap categories.

Operating profit in Asia Pacific increased 4% in the third quarter of 2023 to $193, or 220 bps to 28.3% as a percentage of Net sales. This increase in Operating profit as a percentage of Net sales was primarily due to an increase in Gross profit (230 bps), as a percentage of Net sales. This increase in Gross profit was due to cost savings from the Company's funding-the-growth initiatives (310 bps) and higher pricing, partially offset by significantly higher raw and packaging material costs (270 bps).

Africa/Eurasia

	Three Months Ended September 30,		
	2023	2022	Change
Net sales	$ 266	$ 287	(7.5) %
Operating profit	$ 66	$ 66	— %
% of Net sales	24.8 %	23.0 %	180 bps

Net sales in Africa/Eurasia decreased 7.5% in the third quarter of 2023 to $266, driven by negative foreign exchange of 23.0%, partially offset by volume growth of 4.0% and net selling price increases of 11.5%. Organic sales in Africa/Eurasia increased 15.5% in the third quarter of 2023. Organic sales growth was led by Türkiye, the Eurasia region, Nigeria and South Africa.

The increase in organic sales in Africa/Eurasia in the third quarter of 2023 versus the third quarter of 2022 was primarily due to increases in Oral Care and Personal Care organic sales. The increase in Oral Care was primarily due to organic sales growth in the toothpaste category. The increase in Personal Care was primarily due to organic sales growth in the bar soap, body wash and underarm protection categories.

Operating profit in Africa/Eurasia was flat in the third quarter of 2023 at $66, while as a percentage of Net sales it increased 180 bps to 24.8%. This increase in Operating profit as a percentage of Net sales was primarily due to a decrease in Selling, general and administrative expenses (290 bps), partially offset by a decrease in Gross profit (140 bps), both as a percentage of Net sales. This decrease in Gross profit was due to significantly higher raw and packaging material costs (1,000 bps), including foreign exchange transaction costs, partially offset by cost savings from the Company's funding-the-growth initiatives (490 bps) and higher pricing. This decrease in Selling, general and administrative expense was primarily due to lower overhead expenses (250 bps), driven by lower logistics costs (200 bps).

(Dollars in Millions Except Per Share Amounts)

Hill's Pet Nutrition

	Three Months Ended September 30,		
	2023	2022	Change
Net sales	$ 1,058	$ 872	21.5 %
Operating profit	$ 201	$ 201	— %
% of Net sales	19.0 %	23.1 %	(410) bps

Net sales for Hill's Pet Nutrition increased 21.5% in the third quarter of 2023 to $1,058, driven by volume growth of 9.0%, net selling price increases of 12.0% and positive foreign exchange of 0.5%. Acquisitions contributed 6.0% to volume. Organic sales in Hill's Pet Nutrition increased 15.0% in the third quarter of 2023. Organic sales growth was led by the United States and Europe.

The increase in organic sales in the third quarter of 2023 was primarily due to organic sales growth in the wellness and therapeutic categories.

Operating profit in Hill's Pet Nutrition was flat in the third quarter of 2023 at $201, while as a percentage of Net sales it decreased 410 bps to 19.0%. This decrease in Operating profit as a percentage of Net sales was primarily due to a decrease in Gross profit (360 bps), as a percentage of Net sales. This decrease in Gross profit was due to significantly higher raw and packaging material costs (850 bps) and unfavorable mix due to private label sales resulting from the previously disclosed acquisitions of pet food businesses (260 bps), partially offset by higher pricing and cost savings from the Company's funding-the-growth initiatives (340 bps).

Corporate

	Three Months Ended September 30,		
	2023	2022	Change
Operating profit (loss)	$ (196)	$ (119)	65 %

Operating profit (loss) related to Corporate was $(196) in the third quarter of 2023 as compared to $(119) in the third quarter of 2022. In the third quarter of 2023, Corporate Operating profit (loss) included charges of $2 resulting from the 2022 Global Productivity Initiative. In the third quarter of 2022, Corporate Operating profit (loss) included charges of $3 resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific of $47 and acquisition-related costs of $17.

Nine Months

Worldwide Net sales were $14,507 in the first nine months of 2023, up 9.0% as compared to the first nine months of 2022 due to net selling price increases of 11.0%, partially offset by volume declines of 0.5% and negative foreign exchange of 1.5%. Acquisitions contributed 1.5% to volume. Organic sales increased 9.0% in the first nine months of 2023.

Net sales in the Oral, Personal and Home Care product segment were $11,332 in the first nine months of 2023, an increase of 6.0% as compared to the first nine months of 2022 due to net selling price increases of 10.5%, partially offset by volume declines of 2.5% and negative foreign exchange of 2.0%. Organic sales in the Oral, Personal and Home Care product segment increased 8.0% in the first nine months of 2023.

The increase in organic sales in the first nine months of 2023 versus the first nine months of 2022 was due to increases in Oral Care, Personal Care and Home Care organic sales. The increase in Oral Care was primarily due to organic sales growth in the toothpaste and mouthwash categories. The increase in Personal Care was primarily due to organic sales growth in the bar soap, underarm protection and hair care categories. The increase in Home Care was primarily due to organic sales growth in the hand dish, surface cleaner and fabric softener categories.

Net sales in the Hill’s Pet Nutrition segment were $3,175 in the first nine months of 2023, an increase of 19.5% from the first nine months of 2022 due to volume growth of 8.5% and net selling price increases of 12.0%, partially offset by negative foreign exchange of 1.0%. Acquisitions contributed 7.5% to volume. Organic sales in the Hill’s Pet Nutrition segment increased 13.0% in the first nine months of 2023.

(Dollars in Millions Except Per Share Amounts)

Net Sales and Operating Profit by Segment

Net sales and Operating profit by segment were as follows:

	Nine Months Ended September 30,	
	2023	2022
Net sales		
Oral, Personal and Home Care		
North America	$ 2,926	$ 2,850
Latin America	3,447	2,970
Europe	2,053	1,925
Asia Pacific	2,084	2,131
Africa/Eurasia	822	809
Total Oral, Personal and Home Care	11,332	10,685
Pet Nutrition	3,175	2,653
Total Net sales	$ 14,507	$ 13,338
Operating profit		
Oral, Personal and Home Care		
North America	$ 651	$ 557
Latin America	1,050	818
Europe	412	410
Asia Pacific	564	556
Africa/Eurasia	196	160
Total Oral, Personal and Home Care	2,873	2,501
Pet Nutrition	575	617
Corporate	(536)	(427)
Total Operating profit	$ 2,912	$ 2,691

(Dollars in Millions Except Per Share Amounts)

Net sales and Organic sales change by division were as follows:

	For the Nine Months Ended September 30, 2023 vs. 2022				
Oral, Personal and Home Care	Net Sales	Organic Sales	As Reported Volume[1]	Pricing	Foreign Exchange
North America	2.5%	3.0%	(6.0)%	9.0%	(0.5)%
Latin America	16.0%	15.0%	1.0%	14.0%	1.0%
Europe	6.5%	5.5%	(4.5)%	10.0%	1.0%
Asia Pacific	(2.0)%	2.5%	(3.5)%	6.0%	(4.5)%
Africa/Eurasia	1.5%	17.5%	3.0%	14.5%	(16.0)%
Total Oral, Personal and Home Care	6.0%	8.0%	(2.5)%	10.5%	(2.0)%
Pet Nutrition	19.5%	13.0%	8.5%	12.0%	(1.0)%
Total Company	9.0%	9.0%	(0.5)%	11.0%	(1.5)%

[1]The impact of the previously disclosed acquisitions of pet food businesses on as reported volume was 1.5% and 7.5% for Total Company and Pet Nutrition, respectively.

In the first nine months of 2023, Operating profit (loss) related to Corporate was $(536) as compared to $(427) in the first nine months of 2022. Corporate Operating profit (loss) for the first nine months of 2023 included product recall costs of $25 and charges resulting from the 2022 Global Productivity Initiative of $25. Corporate Operating profit (loss) for the first nine months of 2022 included charges resulting from the 2022 Global Productivity Initiative of $79, a gain on the sale of land in Asia Pacific of $47 and acquisition-related costs of $17.

Gross Profit/Margin

Worldwide Gross profit increased to $8,376 in the first nine months of 2023 from $7,674 in the first nine months of 2022. Worldwide Gross profit in the first nine months of 2023 included charges resulting from the 2022 Global Productivity Initiative. Excluding the charges resulting from the 2022 Global Productivity Initiative in the first nine months of 2023, worldwide Gross profit increased to $8,377 from $7,674 in the first nine months of 2022, reflecting an increase of $671 resulting from higher Net sales and an increase of $32 resulting from higher Gross profit margin.

Worldwide Gross profit margin increased to 57.7% in the first nine months of 2023 from 57.5% in the first nine months of 2022, due to higher pricing (420 bps) and cost savings from the Company’s funding-the-growth initiatives (260 bps), partially offset by significantly higher raw and packaging material costs (580 bps) and unfavorable mix due to private label sales resulting from the previously disclosed acquisitions of pet food businesses (80 bps).

	Nine Months Ended September 30,	
	2023	2022
Gross profit	$ 8,376	$ 7,674
2022 Global Productivity Initiative	1	—
Gross profit, non-GAAP	$ 8,377	$ 7,674

	Nine Months Ended September 30,		
	2023	2022	Basis Point Change
Gross profit margin	57.7 %	57.5 %	20

(Dollars in Millions Except Per Share Amounts)

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased 8% to $5,348 in the first nine months of 2023 from $4,932 in the first nine months of 2022. Selling, general and administrative expenses in both periods included charges resulting from the 2022 Global Productivity Initiative. Excluding these charges in both periods, Selling, general and administrative expenses increased to $5,346 in the first nine months of 2023 from $4,928 in the first nine months of 2022, reflecting increased advertising investment of $285 and higher overhead expenses of $133.

Selling, general and administrative expenses as a percentage of Net sales decreased to 36.9% in the first nine months of 2023 from 37.0% in the first nine months of 2022. Excluding charges resulting from the 2022 Global Productivity Initiative, Selling, general and administrative expenses as a percentage of Net sales were flat at 36.9% in the first nine months of 2023. In the first nine months of 2023, advertising investment increased 19% in absolute terms to $1,778 as compared with $1,493 in the first nine months of 2022, while as a percentage of Net sales it increased to 12.3% from 11.2% in the first nine months of 2022.

	Nine Months Ended September 30,	
	2023	2022
Selling, general and administrative expenses, GAAP	$ 5,348	$ 4,932
2022 Global Productivity Initiative	(2)	(4)
Selling, general and administrative expenses, non-GAAP	$ 5,346	$ 4,928

	Nine Months Ended September 30,		
	2023	2022	Basis Point Change
Selling, general and administrative expenses as a percentage of Net sales, GAAP	36.9 %	37.0 %	(10)
2022 Global Productivity Initiative	—	(0.1)	
Selling, general and administrative expenses as a percentage of Net sales, non-GAAP	36.9 %	36.9 %	—

Other (Income) Expense, Net

Other (income) expense, net was $116 and $51 in the first nine months of 2023 and 2022, respectively. Other (income) expense, net in the first nine months of 2023 included product recall costs and charges resulting from the 2022 Global Productivity Initiative. Other (income) expense, net in the first nine months of 2022 included charges resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific and acquisition-related costs. Excluding these items in both periods as applicable, Other (income) expense, net was $69 and $6 in the first nine months of 2023 and 2022, respectively.

	Nine Months Ended September 30,	
	2023	2022
Other (income) expense, net, GAAP	$ 116	$ 51
Product recall costs	(25)	—
2022 Global Productivity Initiative	(22)	(75)
Gain on the sale of land in Asia Pacific	—	47
Acquisition-related costs	—	(17)
Other (income) expense, net, non-GAAP	$ 69	$ 6

(Dollars in Millions Except Per Share Amounts)

Operating Profit

Operating profit increased 8% to $2,912 in the first nine months of 2023 from $2,691 in the first nine months of 2022. Operating profit in the first nine months of 2023 included product recall costs and charges resulting from the 2022 Global Productivity Initiative. Operating profit in the first nine months of 2022 included charges resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific and acquisition-related costs. Excluding these items in both periods as applicable, Operating profit increased to $2,962 in the first nine months of 2023 from $2,740 in the first nine months of 2022 due to an increase in Gross profit, partially offset by increases in Selling, general and administrative expense and Other (income) expense, net.

Operating profit margin was 20.1% in the first nine months of 2023, a decrease of 10 bps compared to 20.2% in the first nine months of 2022. Excluding the items described above in both periods, as applicable, Operating profit margin was 20.4% in the first nine months of 2023, a decrease of 10 bps compared to 20.5% in the first nine months of 2022, due to an increase in Other (income) expense, net (30 bps), partially offset by an increase in Gross profit (20 bps), both as a percentage of Net sales.

	Nine Months Ended September 30,		
	2023	2022	% Change
Operating profit, GAAP	$ 2,912	$ 2,691	8 %
Product recall costs	25	—	
2022 Global Productivity Initiative	25	79	
Gain on the sale of land in Asia Pacific	—	(47)	
Acquisition-related costs	—	17	
Operating profit, non-GAAP	$ 2,962	$ 2,740	8 %

	Nine Months Ended September 30,		
	2023	2022	Basis Point Change
Operating profit margin, GAAP	20.1 %	20.2 %	(10)
Product recall costs	0.2	—	
2022 Global Productivity Initiative	0.1	0.6	
Gain on the sale of land in Asia Pacific	—	(0.4)	
Acquisition-related costs	—	0.1	
Operating profit margin, non-GAAP	20.4 %	20.5 %	(10)

Non-Service Related Postretirement Costs

Non-service related postretirement costs were $338 in the first nine months of 2023 as compared to $65 in the first nine months of 2022. Non-service related postretirement costs in the first nine months of 2023 included charges related to the ERISA litigation matter and charges related to the 2022 Global Productivity Initiative. Non-service related postretirement costs in the first nine months of 2022 included charges resulting from the 2022 Global Productivity Initiative. Excluding these charges in both periods, as applicable, Non-service related postretirement costs were $67 and $52 in the first nine months of 2023 and 2022, respectively.

	Nine Months Ended September 30,	
	2023	2022
Non-service related postretirement costs, GAAP	$ 338	$ 65
ERISA litigation matter	(267)	—
2022 Global Productivity Initiative	(4)	(13)
Non-service related postretirement costs, non-GAAP	$ 67	$ 52

Interest (Income) Expense, Net

Interest (income) expense, net was $170 in the first nine months of 2023 as compared to $98 in the first nine months of 2022. The increase was primarily due to higher average interest rates on debt and higher debt balances.

Income Taxes

The effective income tax rate was 21.9% for the third quarter of 2023 as compared to 23.5% for the third quarter of 2022. The primary driver of the decrease in the effective income tax rate is described below.

The effective income tax rate was 29.5% for the first nine months of 2023 as compared to 23.9% for the first nine months of 2022. As reflected in the table below, the non-GAAP effective income tax rate was 23.8% for the first nine months of 2023, as compared to 23.7% in the comparable period of 2022.

The quarterly provision for income taxes is determined based on the Company's estimated full year effective income tax rate adjusted by the amount of tax attributable to infrequent or unusual items that are separately recognized on a discrete basis in the income tax provision in the quarter in which they occur. The Company's current estimate of its full year effective income tax rate before discrete period items is 23.7%, compared to 23.8% in 2022.

In the third quarter of 2023, the Internal Revenue Service (the "IRS") issued a notice giving taxpayers temporary relief from the effects of certain U.S. tax regulations that were issued in December 2021, which place greater restrictions on foreign taxes that are creditable against U.S. taxes on foreign-source income. This notice allows taxpayers to defer the application of these new regulations until 2024 which is the primary driver of the decrease in the effective tax rate in the third quarter of 2023.

In the second quarter of 2023, the Company reassessed with its legal and tax advisers certain tax deductions taken in prior years by one of its subsidiaries and concluded that it is more likely than not that the deductions would not be sustained by the courts in that jurisdiction. The value of the tax deductions was not material to the Company in any year in which they were taken. The cumulative effect of the change in tax position of $148 was reflected as a discrete item in the second quarter's income tax expense, partially offset by the reversal of certain prior years' withholding tax reserves of $22 that are no longer required. The tax liability was paid in the quarter ended September 30, 2023. The current year impact of these changes is included in the Company's estimated full year effective income tax rate.

On August 16, 2022, the Inflation Reduction Act of 2022 ("IRA") was enacted, which among other things, implements a 15% minimum tax on book income of certain large corporations effective for years beginning after December 31, 2022. Based on the Company's preliminary analysis, the IRA is not expected to have a material impact on the Company's Consolidated Financial Statements. The Company will continue to evaluate the impact of this law as additional guidance and clarification becomes available.

Additionally, on December 15, 2022, the 27 member states of the European Union ("EU") reached an agreement on a minimum level of taxation for certain large corporations to pay a minimum corporate tax rate of 15% in every jurisdiction in which they operate. This agreement, which is known as the Minimum Taxation Directive (part of the "Pillar II Model Rules"), must be transposed into the laws of all EU member states by December 31, 2023. The Company is currently evaluating the impact of this Directive on the Company's Consolidated Financial Statements.

The Company has ongoing federal, state and international income tax audits in various jurisdictions and evaluates uncertain tax positions that may be challenged by local tax authorities and not fully sustained. All U.S. federal income tax returns through December 31, 2013 have been audited by the IRS and there are limited matters which the Company plans to appeal for years 2010 through 2013. One such matter relates to the IRS assessment of taxes on the Company by imputing income on certain activities within one of our international operations, which is also under audit for the years 2014 through 2018. There was a U.S. Tax Court ruling in February 2023 in favor of the IRS against an unrelated third party on a similar matter. Despite the recent U.S. Tax Court ruling, the Company continues to believe that the tax assessment against the Company is without merit. While there can be no assurances, the Company believes this matter will ultimately be decided in favor of the Company. The amount of tax plus interest for the years 2010 through 2018 is estimated to be approximately $145, which is not included in the Company's uncertain tax positions.

(Dollars in Millions Except Per Share Amounts)

	Three Months Ended September 30,					
	2023			2022		
	Income Before Income Taxes	Provision For Income Taxes[1]	Effective Income Tax Rate[2]	Income Before Income Taxes	Provision For Income Taxes[1]	Effective Income Tax Rate[2]
As Reported GAAP	$ 956	$ 209	21.9 %	$ 892	$ 210	23.5 %
2022 Global Productivity Initiative	2	—	(0.1)	2	—	(0.1)
Gain on the sale of land in Asia Pacific	—	—	—	(47)	(11)	0.1
Acquisition-related costs	—	—	—	17	2	(0.2)
Non-GAAP	$ 958	$ 209	21.8 %	$ 864	$ 201	23.3 %

	Nine Months Ended September 30,					
	2023			2022		
	Income Before Income Taxes	Provision For Income Taxes[1]	Effective Income Tax Rate[2]	Income Before Income Taxes	Provision For Income Taxes[1]	Effective Income Tax Rate[2]
As Reported GAAP	$ 2,404	$ 709	29.5 %	$ 2,528	$ 604	23.9 %
ERISA litigation matter	267	55	(0.9)	—	—	—
Foreign tax matter	—	(126)	(4.7)	—	—	—
2022 Global Productivity Initiative	29	5	(0.1)	92	19	(0.1)
Product recall costs	25	6	—	—	—	—
Gain on the sale of land in Asia Pacific	—	—	—	(47)	(11)	—
Acquisition-related costs	—	—	—	17	2	(0.1)
Non-GAAP	$ 2,725	$ 649	23.8 %	$ 2,590	$ 614	23.7 %

[1] The income tax effect on non-GAAP items is calculated based upon the tax laws and statutory income tax rates applicable in the tax jurisdiction(s) of the underlying non-GAAP adjustment.
[2] The impact of non-GAAP items on the Company's effective tax rate represents the difference in the effective tax rate calculated with and without the non-GAAP adjustment on Income before income taxes and Provision for income taxes.

(Dollars in Millions Except Per Share Amounts)

Net Income Attributable to Colgate-Palmolive Company and Earnings Per Share

Net income attributable to Colgate-Palmolive Company in the first nine months of 2023 decreased to $1,582 from $1,780 in the comparable 2022 period. Earnings per common share on a diluted basis decreased to $1.90 in the first nine months of 2023 from $2.12 in the comparable 2022 period. Net income attributable to Colgate-Palmolive Company in the first nine months of 2023 included charges resulting from the ERISA litigation matter, the foreign tax matter, the 2022 Global Productivity Initiative and product recall costs. Net income attributable to Colgate-Palmolive Company in the comparable 2022 period included charges resulting from the 2022 Global Productivity Initiative, a gain on the sale of land in Asia Pacific and acquisition-related costs.

Excluding the items described above in both periods as applicable, Net income attributable to Colgate-Palmolive Company in the first nine months of 2023 increased 6% to $1,962 from $1,852 in the first nine months of 2022, and Earnings per common share on a diluted basis increased 7% to $2.36 in the first nine months of 2023 from $2.20 in the first nine months of 2022.

	Nine Months Ended September 30, 2023					
	Income Before Income Taxes	Provision For Income Taxes[1]	Net Income Including Noncontrolling Interests	Less: Income Attributable to Noncontrolling Interests	Net Income Attributable To Colgate-Palmolive Company	Diluted Earnings Per Share[2]
As Reported GAAP	$ 2,404	$ 709	$ 1,695	$ 113	$ 1,582	$ 1.90
ERISA litigation matter	267	55	212	—	212	0.26
Foreign tax matter	—	(126)	126	—	126	0.15
2022 Global Productivity Initiative	29	5	24	1	23	0.03
Product recall costs	25	6	19	—	19	0.02
Non-GAAP	$ 2,725	$ 649	$ 2,076	$ 114	$ 1,962	$ 2.36

	Nine Months Ended September 30, 2022					
	Income Before Income Taxes	Provision For Income Taxes[1]	Net Income Including Noncontrolling Interests	Less: Income Attributable to Noncontrolling Interests	Net Income Attributable To Colgate-Palmolive Company	Diluted Earnings Per Share[2]
As Reported GAAP	$ 2,528	$ 604	$ 1,924	$ 144	$ 1,780	$ 2.12
2022 Global Productivity Initiative	92	19	73	1	72	0.08
Gain on the sale of land in Asia Pacific	(47)	(11)	(36)	(21)	(15)	(0.02)
Acquisition-related costs	17	2	15	—	15	0.02
Non-GAAP	$ 2,590	$ 614	$ 1,976	$ 124	$ 1,852	$ 2.20

[1] The income tax effect on non-GAAP items is calculated based upon the tax laws and statutory income tax rates applicable in the tax jurisdiction(s) of the underlying non-GAAP adjustment.
[2] The impact of non-GAAP adjustments on diluted earnings per share may not necessarily equal the difference between “GAAP” and “non-GAAP” as a result of rounding.

(Dollars in Millions Except Per Share Amounts)

Restructuring and Related Implementation Charges

On January 27, 2022, the Board approved the 2022 Global Productivity Initiative. The program is intended to reallocate resources towards the Company's strategic priorities and faster growth businesses, drive efficiencies in the Company's operations and streamline the Company's supply chain to reduce structural costs.

Implementation of the 2022 Global Productivity Initiative, which is expected to be substantially completed by mid-year 2024, is estimated to result in cumulative pretax charges, once all phases are approved and implemented, in the range of $200 to $240 ($170 to $200 aftertax), which is currently estimated to be comprised of the following: employee-related costs, including severance, pension and other termination benefits (80%); asset-related costs, primarily accelerated depreciation and asset write-downs (10%); and other charges (10%), which include contract termination costs, consisting primarily of implementation-related charges resulting directly from exit activities and the implementation of new strategies. It is estimated that approximately 80% to 90% of the charges will result in cash expenditures. Annualized pretax savings are projected to be in the range of $90 to $110 ($70 to $85 aftertax), once all projects are approved and implemented.

It is expected that the cumulative pretax charges, once all projects are approved and implemented, will relate to initiatives undertaken in North America (5%), Latin America (10%), Europe (45%), Asia Pacific (5%), Africa/Eurasia (10%), Hill's Pet Nutrition (10%) and Corporate (15%).

For the three months ended September 30, 2023, charges resulting from the 2022 Global Productivity Initiative were $2 pretax ($2 aftertax). For the three months ended September 30, 2022, charges resulting from the 2022 Global Productivity Initiative were $2 pretax ($2 aftertax).

For the nine months ended September 30, 2023, charges resulting from the 2022 Global Productivity Initiative are reflected in the income statement as follows:

	Nine Months Ended September 30,	
	2023	2022
Gross Profit	$ 1	$ —
Selling, general and administrative expenses	2	4
Other (income) expense, net	22	75
Non-service related postretirement costs	4	13
Total 2022 Global Productivity Initiative charges, pretax	$ 29	$ 92
Total 2022 Global Productivity Initiative charges, aftertax	$ 23	$ 72

Restructuring and related implementation charges in the preceding table were recorded in the Corporate segment as these initiatives are predominantly centrally directed and controlled and are not included in internal measures of segment operating performance.

(Dollars in Millions Except Per Share Amounts)

Total charges incurred for the 2022 Global Productivity Initiative relate to initiatives undertaken by the following reportable operating segments:

	Nine Months Ended September 30,		Program-to-date Accumulated Charges
	2023	2022	
North America	14 %	11 %	11 %
Latin America	1 %	16 %	15 %
Europe	20 %	16 %	19 %
Asia Pacific	21 %	9 %	11 %
Africa/Eurasia	10 %	12 %	11 %
Hill's Pet Nutrition	14 %	10 %	12 %
Corporate	20 %	26 %	21 %
Total	100 %	100 %	100 %

Since the inception of the 2022 Global Productivity Initiative, the Company has incurred cumulative pretax charges of $139 ($110 aftertax) in connection with the implementation of various projects as follows:

	Cumulative Charges as of September 30, 2023
Employee-Related Costs	$ 125
Incremental Depreciation	—
Asset Impairments	1
Other	13
Total	$ 139

The following table summarizes the activity for the restructuring and related implementation charges discussed above and the related accruals:

	Nine Months Ended September 30, 2023				
	Employee-Related Costs	Incremental Depreciation	Asset Impairments	Other	Total
Balance at December 31, 2022	$ 30	$ —	$ 1	$ 3	$ 34
Charges	23	—	—	6	29
Cash Payments	(38)	—	—	(8)	(46)
Charges against assets	(4)	—	(1)	—	(5)
Foreign exchange	5	—	—	—	5
Balance at September 30, 2023	$ 16	$ —	$ —	$ 1	$ 17

Employee-Related Costs primarily include severance and other termination benefits and are calculated based on long-standing benefit practices, written severance policies, local statutory requirements and, in certain cases, voluntary termination arrangements. Employee-Related Costs also include pension enhancements of $4 for the nine months ended September 30, 2023, which are reflected as Charges against assets within Employee-Related Costs in the preceding tables as the corresponding balance sheet amounts are reflected as a reduction of pension assets or an increase in pension liabilities.

(Dollars in Millions Except Per Share Amounts)

Non-GAAP Financial Measures

This Quarterly Report on Form 10-Q discusses certain financial measures on both a GAAP and a non-GAAP basis. The Company uses the non-GAAP financial measures described below internally in its budgeting process, to evaluate segment and overall operating performance and as a factor in determining compensation. The Company believes that these non-GAAP financial measures are useful in evaluating the Company's underlying business performance and trends; however, this information should be considered as supplemental in nature and is not meant to be considered in isolation or as a substitute for the related financial information prepared in accordance with GAAP. In addition, these non-GAAP financial measures may not be the same as similar measures presented by other companies.

Net sales growth (GAAP) and organic sales growth (Net sales growth excluding the impact of foreign exchange, acquisitions and divestments) (non-GAAP) are discussed in this Quarterly Report on Form 10-Q. Management believes the organic sales growth measure provides investors and analysts with useful supplemental information regarding the Company's underlying sales trends by presenting sales growth excluding the external factor of foreign exchange, as well as the impact of acquisitions and divestments, as applicable. A reconciliation of organic sales growth to Net sales growth for the three and nine months ended September 30, 2023 is provided below.

Gross profit, Gross profit margin, Selling, general and administrative expenses, Selling, general and administrative expenses as a percentage of Net sales, Other (income) expense, net, Operating profit, Operating profit margin, Non-service related postretirement costs, effective income tax rate, Net income attributable to Colgate-Palmolive Company and Earnings per share on a diluted basis are discussed in this Quarterly Report on Form 10-Q both on a GAAP basis and excluding, as applicable, charges resulting from the ERISA litigation matter, the foreign tax matter, the 2022 Global Productivity Initiative, product recall costs, a gain on the sale of land in Asia Pacific and acquisition-related costs. These non-GAAP financial measures exclude items that, either by their nature or amount, management would not expect to occur as part of the Company's normal business on a regular basis, such as restructuring charges, charges for certain litigation and tax matters, acquisition-related costs, gains and losses from certain divestitures and certain other unusual, non-recurring items. Investors and analysts use these financial measures in assessing the Company's business performance, and management believes that presenting these financial measures on a non-GAAP basis provides them with useful supplemental information to enhance their understanding of the Company's underlying business performance and trends. These non-GAAP financial measures also enhance the ability to compare period-to-period financial results. A reconciliation of each of these non-GAAP financial measures to the most directly comparable GAAP financial measures for the three and nine months ended September 30, 2023 and 2022 is presented within the applicable section of Results of Operations.

The following tables provide a quantitative reconciliation of Net sales growth to organic sales growth for the three and nine months ended September 30, 2023:

Three Months Ended September 30, 2023	**Net Sales Growth (GAAP)**	**Foreign Exchange Impact**	**Acquisitions and Divestments Impact**	**Organic Sales Growth (Non-GAAP)**
Oral, Personal and Home Care				
North America	3.5%	—%	—%	3.5%
Latin America	20.0%	5.0%	—%	15.0%
Europe	14.5%	7.5%	—%	7.0%
Asia Pacific	(4.0)%	(2.5)%	—%	(1.5)%
Africa/Eurasia	(7.5)%	(23.0)%	—%	15.5%
Total Oral, Personal and Home Care	7.5%	—%	—%	7.5%
Pet Nutrition	21.5%	0.5%	6.0%	15.0%
Total Company	10.5%	0.5%	1.0%	9.0%

(Dollars in Millions Except Per Share Amounts)

Nine Months Ended September 30, 2023	Net Sales Growth (GAAP)	Foreign Exchange Impact	Acquisitions and Divestments Impact	Organic Sales Growth (Non-GAAP)
Oral, Personal and Home Care				
North America	2.5%	(0.5)%	—%	3.0%
Latin America	16.0%	1.0%	—%	15.0%
Europe	6.5%	1.0%	—%	5.5%
Asia Pacific	(2.0)%	(4.5)%	—%	2.5%
Africa/Eurasia	1.5%	(16.0)%	—%	17.5%
Total Oral, Personal and Home Care	6.0%	(2.0)%	—%	8.0%
Pet Nutrition	19.5%	(1.0)%	7.5%	13.0%
Total Company	9.0%	(1.5)%	1.5%	9.0%

Liquidity and Capital Resources

The Company expects cash flow from operations and debt issuances will be sufficient to meet foreseeable business operating and recurring cash needs (including for debt service, dividends, capital expenditures, share repurchases and acquisitions). The Company believes its strong cash generation and financial position should continue to allow it broad access to global credit and capital markets.

Net cash provided by operations increased 39% to $2,609 in the first nine months of 2023, compared with $1,883 in the first nine months of 2022, primarily due to an improvement in working capital. The Company’s working capital was (2.1%) as a percentage of Net sales as of September 30, 2023 as compared to (1.9%) as of September 30, 2022. The Company defines working capital as the difference between current assets (excluding Cash and cash equivalents and marketable securities, the latter of which is reported in Other current assets) and current liabilities (excluding short-term debt).

Investing activities used $599 of cash in the first nine months of 2023, compared to $1,428 in the first nine months of 2022. Investing activities in the first nine months of 2022 included the Company’s acquisition of businesses from Red Collar Pet Foods and Nutriamo discussed in Note 4, Acquisitions to the Consolidated Financial Statements.

Capital expenditures were $508 in the first nine months of 2023 compared to $475 in the first nine months of 2022. Capital expenditures for 2023 are expected to be approximately 4.0% of Net sales. The Company continues to focus its capital spending on projects that are expected to yield high aftertax returns.

Financing activities used $1,801 of cash during the first nine months of 2023, compared with $286 used in the first nine months of 2022. This primarily reflects higher repayments of commercial paper compared with the comparable period of 2022 and the principal payment of debt in the first nine months of 2023.

Long-term debt, including the current portion, decreased to $8,706 as of September 30, 2023, as compared to $8,755 as of December 31, 2022, and total debt was $8,724 as of September 30, 2023, compared to $8,766 as of December 31, 2022.

In August 2022, the Company issued $500 of three-year Senior Notes at a fixed coupon rate of 3.100%, $500 of five-year Senior Notes at a fixed coupon rate of 3.100% and $500 of ten-year Senior Notes at a fixed coupon rate of 3.250%. In March 2023, the Company issued $500 of three-year Senior Notes at a fixed coupon rate of 4.800%, $500 of five-year Senior Notes at a fixed coupon rate of 4.600% and $500 of ten-year Senior Notes at a fixed coupon rate of 4.600%. The Company’s debt issuances support the Company’s capital structure objectives of funding its business and growth initiatives while minimizing its risk-adjusted cost of capital.

Domestic and foreign commercial paper outstanding was $1,170 and $1,778 as of September 30, 2023 and December 31, 2022, respectively. The average daily balances outstanding for commercial paper in the first nine months of 2023 and 2022 were $1,886 and $1,823, respectively. The Company classifies commercial paper and certain current maturities of notes payable as long-term debt when it has the intent and ability to refinance such obligations on a long-term basis, including, if necessary, by utilizing its unused lines of credit (including under the facility discussed below) or by issuing long-term debt pursuant to an effective shelf registration statement. In November 2022, the Company entered into an amended and restated $3,000 five-year revolving credit facility with a syndicate of banks for a five-year term expiring November 2027, which replaced, on substantially similar terms, the Company’s $3,000 revolving credit facility that was scheduled to expire in August 2026. Commitment fees related to the credit facility were not material.

Certain of the agreements with respect to the Company’s bank borrowings contain financial and other covenants as well as cross-default provisions. Noncompliance with these requirements could ultimately result in the acceleration of amounts owed. The Company is in full compliance with all such requirements and believes the likelihood of noncompliance is remote. Refer to Note 6, Long Term Debt and Credit Facilities to the Consolidated Financial Statements contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022 for further information about the Company’s long-term debt and credit facilities.

In the first quarter of 2023, the Company increased the quarterly common stock dividend to $0.48 per share from $0.47 per share previously, effective in the second quarter of 2023.

Cash and cash equivalents increased $176 during the first nine months of 2023 to $951 at September 30, 2023, compared to $775 at December 31, 2022, the majority of which ($905 and $735 respectively) was held by the Company’s foreign subsidiaries.

For additional information regarding liquidity and capital resources, refer to the Company’s Annual Report on Form 10-K for the year ended December 31, 2022.

Goodwill and Intangible Assets

Due primarily to the continued impact of the COVID-19 pandemic on the Filorga skin health business and the impact of significantly higher interest rates, in the fourth quarter of 2022 the Company recorded an impairment charge to adjust the carrying values of the indefinite-lived trademark, customer relationships and goodwill of its Filorga reporting unit to their respective fair values. As of the date of the annual goodwill and indefinite-lived impairment test, the fair value of the Filorga reporting unit and indefinite-lived trademark continue to approximate their carrying value.

Given the inherent uncertainties of estimating the future cash flows, the impact of interest rates and inflation on macroeconomic conditions, actual results may differ from management's current estimates which could potentially result in additional impairment charges in future periods.

Market Share Information

Management uses market share information as a key indicator to monitor business health and performance. References to market share in this Quarterly Report on Form 10-Q are based on a combination of consumption and market share data provided by third-party vendors, primarily Nielsen, and internal estimates. All market share references represent the percentage of the dollar value of sales of our products, relative to all product sales in the category in the countries in which the Company competes and purchases data (excluding Venezuela from all periods).

Market share data is subject to limitations on the availability of up-to-date information. In particular, market share data is currently not generally available for certain retail channels, such as eCommerce or certain discounters. The Company measures year-to-date market shares from January 1 of the relevant year through the most recent period for which market share data is available, which typically reflects a lag time of one or two months. The Company believes that the third-party vendors we use to provide data are reliable, but we have not verified the accuracy or completeness of the data or any assumptions underlying the data. In addition, market share information calculated by the Company may be different from market share information calculated by other companies due to differences in category definitions, the use of data from different countries, internal estimates and other factors.

Cautionary Statement on Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995 or by the SEC in its rules, regulations and releases that set forth anticipated results based on management's current plans and assumptions. Such statements may relate, for example, to sales or volume growth, net selling price increases, organic sales growth, profit or profit margin levels, earnings per share levels, financial goals, the impact of foreign exchange, the impact of COVID-19, the impact of the war in Ukraine, the impact of the Israel-Hamas war, cost-reduction plans (including the 2022 Global Productivity Initiative), tax rates, interest rates, new product introductions, digital capabilities, commercial investment levels, acquisitions, divestitures, share repurchases or legal or tax proceedings, among other matters. These statements are made on the basis of the Company's views and assumptions as of this time and the Company undertakes no obligation to update these statements whether as a result of new information, future events or otherwise, except as required by law or by the rules and regulations of the SEC. Moreover, the Company does not, nor does any other person, assume responsibility for the accuracy and completeness of those statements. The Company cautions investors that any such forward-looking statements are not guarantees of future performance and that actual events or results may differ materially from those statements. Actual events or results may differ materially because of factors that affect international businesses and global economic conditions, as well as matters specific to the Company and the markets it serves, including the uncertain macroeconomic and political environment in different countries, including as a result of inflation and rising interest rates, and its effect on consumer spending habits, foreign currency rate fluctuations, exchange controls, tariffs, sanctions, price or profit controls, labor relations, changes in foreign or domestic laws, or regulations or their interpretation, political and fiscal developments, including changes in trade, tax and immigration policies, increased competition and evolving competitive practices (including from the growth of eCommerce and the entry of new competitors and business models), the ability to operate and respond effectively during a pandemic, epidemic or widespread public health concern, including COVID-19, the ability to manage disruptions in our global supply chain and/or key office facilities, the ability to manage the availability and cost of raw and packaging materials and logistics costs, the ability to maintain or increase selling prices as needed, changes in the policies of retail trade customers, the emergence of alternative retail channels, the growth of eCommerce and the rapidly changing retail landscape (as consumers increasingly shop online), the ability to develop innovative new products, the ability to continue lowering costs and operate in an agile manner, the ability to maintain the security of our information technology systems from a cyber-security incident or data breach, the ability to address the effects of climate change and achieve our sustainability and social impact goals, the ability to complete acquisitions and divestitures as planned, the ability to successfully integrate acquired businesses, the ability to attract and retain key employees and integrate DE&I initiatives across our organization, the uncertainty of the outcome of legal proceedings, whether or not the Company believes they have merit, and the ability to address uncertain or unfavorable global economic conditions, including inflation, disruptions in the credit markets and tax matters. For information about these and other factors that could impact the Company's business and cause actual results to differ materially from forward-looking statements, refer to the Company's filings with the SEC (including, but not limited to, the information set forth under the captions "Risk Factors" and "Cautionary Statement on Forward-Looking Statements" in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and subsequent filings with the SEC).

Quantitative and Qualitative Disclosures about Market Risk

There is no material change in the information reported under Part II, Item 7, "Managing Foreign Currency, Interest Rate, Commodity Price and Credit Risk Exposure" contained in our Annual Report on Form 10-K for the year ended December 31, 2022.

Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's management, under the supervision and with the participation of the Company's Chairman of the Board, President and Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2023 (the "Evaluation"). Based upon the Evaluation, the Company's Chairman of the Board, President and Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective.

Changes in Internal Control Over Financial Reporting

The Company is in the process of upgrading its enterprise IT system to SAP S/4 HANA. This change has not had and is not expected to have a material impact on the Company's internal controls over financial reporting.

Except as noted above, there were no changes in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For information regarding legal matters, refer to Note 10, Contingencies to the Condensed Consolidated Financial Statements contained in Part I of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

Item 1A. Risk Factors

There have been no material changes from the risk factors disclosed in “Risk Factors” in Part 1, Item 1A of the Company’s Annual Report on Form 10-K for the year ended December 31, 2022.

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

On March 10, 2022, the Board authorized the repurchase of shares of the Company's common stock having an aggregate purchase price of up to $5 billion under a new share repurchase program (the "2022 Program"), which replaced a previously authorized share repurchase program. The Board also has authorized share repurchases on an ongoing basis to fulfill certain requirements of the Company's compensation and benefit programs. The shares are repurchased from time to time in open market or privately negotiated transactions at the Company's discretion, subject to market conditions, customary blackout periods and other factors.

The following table shows the stock repurchase activity for the three months in the quarter ended September 30, 2023:

Month	Total Number of Shares Purchased[1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs[2]	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs[3] (in millions)
July 1 through 31, 2023	1,190,694	$ 76.36	1,189,888	$ 3,336
August 1 through 31, 2023	1,436,160	$ 74.95	1,433,000	$ 3,229
September 1 through 30, 2023	1,983,531	$ 72.47	1,846,100	$ 3,095
Total	4,610,385	$ 74.25	4,468,988	

[1] Includes share repurchases under the 2022 Program and those associated with certain employee elections under the Company's compensation and benefit programs.
[2] The difference between the total number of shares purchased and the total number of shares purchased as part of publicly announced plans or programs is 141,397 shares, which represents shares deemed surrendered to the Company to satisfy certain employee elections under the Company's compensation and benefit programs.
[3] Includes approximate dollar value of shares that were available to be purchased under the publicly announced plans or programs that were in effect as of September 30, 2023.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

(c) Trading Plans

During the three months ended September 30, 2023, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits

Exhibit No.	Description
10-A	Colgate-Palmolive Company Executive Severance Plan, as amended and restated through September 13, 2023 (Registrant hereby incorporates by reference Exhibit 10-A to its Current Report on Form 8-K filed on September 15, 2023, File No. 1-644.)*
10-B	Form of Nonqualified Option Award Agreement used in connection with grants under the Colgate-Palmolive Company 2019 Incentive Compensation Plan.* **
10-C	Form of Restricted Stock Unit Award Agreement used in connection with grants under the Colgate-Palmolive Company 2019 Incentive Compensation Plan.* **
31-A	Certificate of the Chairman of the Board, President and Chief Executive Officer of Colgate-Palmolive Company pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.**
31-B	Certificate of the Chief Financial Officer of Colgate-Palmolive Company pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.**
32	Certificate of the Chairman of the Board, President and Chief Executive Officer and the Chief Financial Officer of Colgate-Palmolive Company pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. § 1350.***
101	The following materials from Colgate-Palmolive Company’s Quarterly Report on Form 10-Q for the period ended September 30, 2023, formatted in Inline eXtensible Business Reporting Language (Inline XBRL): (i) the Condensed Consolidated Statements of Income; (ii) the Condensed Consolidated Statements of Comprehensive Income; (iii) the Condensed Consolidated Balance Sheets; (iv) the Condensed Consolidated Statements of Cash Flows; (v) Condensed Consolidated Statements of Changes in Shareholders’ Equity; and (vi) Notes to Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Indicates a management contract or compensatory plan.

** Filed herewith.

*** Furnished herewith.

COLGATE-PALMOLIVE COMPANY
SIGNATURES

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

	COLGATE-PALMOLIVE COMPANY (Registrant)
	Principal Executive Officer:
October 27, 2023	/s/ Noel R. Wallace
	Noel R. Wallace Chairman of the Board, President and Chief Executive Officer
	Principal Financial Officer:
October 27, 2023	/s/ Stanley J. Sutula III
	Stanley J. Sutula III Chief Financial Officer
	Principal Accounting Officer:
October 27, 2023	/s/ Gregory O. Malcolm
	Gregory O. Malcolm Executive Vice President and Controller

EXHIBIT 10-C

COLGATE-PALMOLIVE COMPANY

2019 INCENTIVE COMPENSATION PLAN

RESTRICTED STOCK UNITS

NOTICE OF GRANT

<<Title>> <<First Name>> <<Last Name>>
Colgate-Palmolive Company
<<Location>>
<<Grant Date>>

You have been granted the following Restricted Stock Units ("RSUs") in accordance with the attached Restricted Stock Unit Award Agreement (the "Agreement"):

Number of RSUs Granted:
Fair Market Value of Common Stock on Grant Date: $XX.XX

Vesting Dates: Subject to the terms and conditions of the Agreement, the RSUs will vest in equal installments as follows:

The first 1/3 installment of the RSUs will vest on ________ ___, 20___
The second 1/3 installment of the RSUs will vest on ________ ___, 20___
The last 1/3 installment of the RSUs will vest on ________ ___, 20___

Settlement Date: As soon as administratively practicable following the applicable Vesting Date.

This Award is made under the Colgate-Palmolive Company 2019 Incentive Compensation Plan (the "Plan"), and is subject to the terms, conditions, limitations and restrictions contained in or established pursuant to the Plan, the Agreement, all requirements of applicable law and, if applicable, the Company's Clawback Policy. Capitalized terms used in this Notice of Grant that are not defined in this Notice of Grant have the meanings as used or defined in the Agreement.

Copies of the Plan, the Agreement and the Company's Prospectus relating to the Plan are available via Merrill's Benefits Online at www.benefits.ml.com, which can also be accessed at OurColgate.com under ColgatePeople, or if you prefer to receive a paper copy, they are available from the Company at 300 Park Avenue, New York, New York 10022, Attention: Mr. Marty Collins, EVP, Global Total Rewards and HR Operations.

ATTACHMENT: Restricted Stock Unit Award Agreement

COLGATE-PALMOLIVE COMPANY
2019 INCENTIVE COMPENSATION PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement"), effective as of the Grant Date indicated on the Restricted Stock Unit Notice of Grant delivered with this Agreement (the "Notice of Grant"), is made and entered into by and between Colgate-Palmolive Company, a Delaware corporation (the "Company"), and you ("you").

Capitalized terms used and not otherwise defined in this Agreement will have the meanings set forth in the Colgate-Palmolive Company 2019 Incentive Compensation Plan (the "Plan").

A. Terms and Conditions Applicable to RSUs.

1. Grant. The Company grants to you, on the terms and conditions set forth in this Agreement, the number of RSUs indicated on the Notice of Grant.

2. Vesting. The number of RSUs specified in the Notice of Grant (plus the RSUs representing any accrued Dividend Equivalents will vest on the vesting date indicated on the Notice of Grant (the "Vesting Date"). Except as provided in Section A.5 below, the RSUs will vest only if you remain continuously employed by the Company or an Affiliate during the entire period commencing on the Grant Date and ending on the Vesting Date (such period, the "Vesting Period").

3. Settlement. To the extent the RSUs (including RSUs representing any accrued Dividend Equivalents) vest, the Company will settle the vested RSUs in Shares with you receiving one Share for each RSU as soon as administratively practicable following the Vesting Date. No Shares will be delivered upon the vesting of the RSUs unless you have complied with your obligations under this Agreement and the Plan.

4. Dividend Equivalents. During the Vesting Period, Dividend Equivalents will be credited on the RSUs in the form of additional RSUs. At the end of the Vesting Period, the RSUs plus RSUs representing any accrued Dividend Equivalents will be paid to you in the form of Shares. Any fractional Shares accrued from Dividend Equivalents, if applicable, will be paid in cash.

5. Effect of Termination of Employment. The effect of a Termination of Employment on the RSUs is set forth in the Guidelines Regarding the Effect of Termination of Employment on Awards under the Plan adopted by the Committee on September 13, 2023, as such guidelines may be amended by the Committee from time to time. In addition, you are required to comply with the provisions regarding "Prohibited Conduct" set forth on Annex A to this Agreement. Annex A to this Agreement is part of this Agreement.

B. Prohibited Conduct. In consideration of the grant by the Company of the RSUs and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and the Company, intending to be legally bound, agree to the provisions regarding "Prohibited Conduct" set forth on Annex A to this Agreement.

C. Additional Terms and Conditions.

1. Change in Control; Adjustment for Change in Common Stock. The treatment of the RSUs in the event of a Change in Control, a Corporate Transaction or a Share Change will be governed by the Plan.

2. International Appendix. If you work or reside outside the United States, the RSUs will be subject to the general non-United States terms and conditions and the special terms and conditions of your

country set forth in the attached International Appendix and, to the extent there is any conflict between this Agreement and the International Appendix, the International Appendix will control. Moreover, if you relocate from the United States to one of the countries included in the International Appendix or you move between countries included in the International Appendix, the general non-United States terms and conditions and the special terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The International Appendix is part of this Agreement.

3. Notices. Any notice to be given to the Company under this Agreement will be addressed to the Chief Legal Officer and Secretary at the Company's principal executive offices, and any notice to be given to you will be addressed to you at the address on file with the Company and/or the Company's appointed third-party Plan administrator. Either the Company or you may designate a different address by written notice to the other. Written notice to said addresses will be effective to bind the Company and you and your representatives and beneficiaries. Any notice required or permitted hereunder will be (a) given in writing and will be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address referenced herein, or (b) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and will be deemed effectively given upon such delivery.

4. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. No Contract of Employment; Agreement's Survival. Nothing contained in this Agreement will affect the right of the Company or an Affiliate to terminate your employment at any time, with or without Cause, or will be deemed to create any rights to employment on your part. The rights and obligations arising under this Agreement are not intended to and do not affect the employment relationship that otherwise exists between the Company or an Affiliate and you, whether such employment relationship is at will or defined by an employment contract. Moreover, this Agreement is not intended to and does not amend any existing employment contract between the Company and you. To the extent there is a conflict between this Agreement and such an employment contract as it relates to the RSUs awarded hereunder, the terms of this Agreement will govern and take priority. This Agreement will survive the termination of your employment for any reason.

6. Amendment; Waiver. The terms and conditions of this Agreement may be amended unilaterally by the Company, provided, however, that (a) no such amendment will be adverse to you without your written consent (except (i) as provided in Section A.5 above or (ii) to the extent the Company reasonably determines that such amendment is necessary or appropriate to comply with applicable law including the provisions of Code Section 409A, stock exchange rules or accounting rules); and (b) the amendment must be permitted under the Plan. The Company's failure to insist upon strict compliance with any provision of this Agreement or failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement will not be deemed to be a waiver of such provision or any such right, power or remedy which the Board, the Committee or the Company has under this Agreement.

7. Severability or Reform by Court. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then the parties will be relieved of their respective obligations arising under such provision only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement will be deemed amended by modifying such provision to the fullest extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives. If any provision of this Agreement is declared or found to be illegal, unenforceable or void to any extent, the validity or enforceability of the remaining provisions of this Agreement will not be affected.

8. Compliance with Law. The Plan, the granting and vesting of the RSUs, and any obligations of the Company under the Plan, will be subject to all applicable federal, state and foreign country laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required, and

to any rules or regulations of any exchange on which the Shares are listed. The Company, in its discretion, may postpone the vesting of the RSUs, the issuance or delivery of Shares under this Award or any other action permitted under the Plan to enable the Company to complete any required action under any federal, state or foreign country law, rule or regulation. The Company may require that you make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with or exemption from the requirements of any securities exchange, any foreign, federal, state or local law, any governmental regulatory body, or any other applicable legal requirement, and Shares will not be issued unless and until you make such representations and agreements and furnish such information as the Company deems appropriate. The Company will not be obligated by virtue of any provision of the Plan to recognize the vesting of the RSUs or to otherwise sell or issue Shares in violation of any such laws, rules or regulations. Neither the Company nor its directors or officers will have any obligation or liability to you caused by any postponement of the vesting or settlement of the RSUs (or Shares issuable thereunder).

9. No Rights as Shareholder. Except as set forth in the Plan, neither you nor any person claiming under or through you will be, or will have any of the rights or privileges of, a holder of Shares with respect to the RSUs unless and until Shares are actually delivered to you.

10. Right of Set-Off. In addition to the rights of the Company set forth in Paragraph 4 of Annex A, you agree, if the Company in its reasonable judgment determines that you owe the Company and/or any Affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to the Company pursuant to the Company’s tax equalization program or the Company’s policies with respect to travel and business expenses, and if you have not satisfied such obligation(s), then the Company may, to the extent permitted by applicable law (including without limitation Code Section 409A) instruct the Plan administrator to withhold and/or sell Shares acquired by you upon settlement of the RSUs, or the Company may deduct funds equal to the amount of such obligation from other funds due to you from the Company or an Affiliate.

11. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan, including this Agreement, by electronic means or request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or its appointed third-party Plan administrator. The Agreement if delivered by electronic means with electronic signatures will be treated in all manner and respects as an original executed document and will be considered to have the same binding legal effect as if it were the original signed versions thereof delivered in person.

12. Data Privacy. *By accepting the RSUs, you explicitly and unambiguously consent to the collection, use, transfer, holding, storage and disclosure in electronic or other form, of your personal data as described in this Agreement and any other Award grant materials (“Data”) by and among, as applicable, the Company and its subsidiaries and Affiliates (collectively referred to in this Data Privacy section as the “Company”) and certain third party service providers including, but not limited to, Plan brokers, financial advisers and legal counsel, engaged by the Company (collectively, the “Providers”) for the purpose of implementing, administering and managing the Plan and complying with applicable laws, regulations and legislation.*

You understand that the Data which may be collected, used, transferred, held, stored or disclosed by the Company and the Providers consists of certain Data about you, including, but not limited to, your name, home address, telephone number, date of birth, social insurance number or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor. You further understand that such collection, use, transfer, holding, storage or disclosure of the Data may be necessary for the purpose of implementing, administering and managing the Plan and complying with applicable laws, regulations and legislation. You understand that the Company or the Providers may be located in the United States or elsewhere, and that the laws of the *country in which the Company and the Providers collect, use, transfer, hold, store or disclose the Data may have different legal protections for the Data than your country. However, regardless of the location of the Data, the Company protects the Data through reasonable physical, technical and administrative safeguards and requires that the Providers also have such safeguards in place.*

You understand that you may, at any time, request a copy of your Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting your local human resources representative in writing. You understand that refusing or withdrawing your consent may affect your ability to participate in the Plan as more fully described below.

You understand that you are providing the consent herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with your employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant RSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

13. Governing Law; Choice of Venue. This Agreement will be governed, construed and enforced in accordance with the laws of the State of Delaware and the United States, as applicable, without giving effect to conflict of law rules or principles thereof. Any action or proceeding seeking to enforce any provision of or based on any right arising out of this Agreement may be brought against you or the Company only in the Delaware Court of Chancery or if not maintainable therein, then before an appropriate federal or state court located in Delaware, and you and the Company each agree to submit yourself and your respective property to the exclusive jurisdiction of the foregoing courts with respect to such disputes.

14. Plan Incorporated. You accept the RSUs hereby granted subject to all the provisions of the Plan, which are incorporated into this Agreement, including the provisions that authorize the Committee to administer and interpret the Plan and which provide that the Committee's decisions, determinations and interpretations with respect to the Plan are final and conclusive on all persons affected thereby. In the event of a conflict between this Agreement and the Plan, the Plan will prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the Grant Date.

COLGATE-PALMOLIVE COMPANY

____
Authorized Signature

Using the Merrill Benefits Online system or other available means, you must accept the above RSUs in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that you have read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. If you do not do so within 180 days of the Grant Date indicated on the Notice of Grant, then the RSUs will become null and void and will be forfeited.

Annex A

Prohibited Conduct

1. Defined Terms.

2. "Affiliate" means a corporation or other entity (i) controlled by, controlling or under common control with, the Company (including, without limitation, a corporation or other entity in which the Company has a 50% or more ownership interest) or (ii) designated by the Committee from time to time as such for purposes of the Plan.

3. "Covered Products" means any product, composition, formulation, process, machine or service of any person or organization (other than the Company or an Affiliate) in existence, being researched or under development that competes with, or is intended to compete with, a product, composition, formulation, process, machine or service being researched or under development, produced, distributed, marketed, sold or licensed by the Company or an Affiliate (i) related to any aspect of any one of the Company's or an Affiliate's lines of business on which you have worked or provided services during the Relevant Period, or (ii) for which you have obtained, been provided or had access to confidential, proprietary and/or trade secret information of the Company or an Affiliate.

4. "Prohibited Geography" means any country, geography, territory, region or division with respect to which you have worked, provided services or had a material presence or influence for the Company or an Affiliate in any capacity.

5. "Relevant Period" means the 24-month period immediately prior to the termination of your employment with the Company or an Affiliate.

6. "Restricted Time" means the period during which you are employed by the Company or an Affiliate plus the 12-month period immediately following the termination of your employment with the Company or an Affiliate for any reason.

7. Restrictive Covenants. Each of the covenants contained in Paragraphs 2(a)-(c) of this Annex A are collectively referred to as the "Restrictive Covenants."

8. Non-Compete.

15. During the Restricted Time, you will not, without the prior written consent of the Company's Chief Human Resources Officer or Chief Legal Officer, either directly or indirectly, for yourself or on behalf of or in conjunction with any other person, partnership, corporation or other entity, serve as a director, officer, employee, consultant, contractor or advisor of, provide services or advice in any capacity to, or acquire any ownership interest in an entity that manufactures, markets, sells, develops, distributes or produces Covered Products in the Prohibited Geography, subject to applicable law. Notwithstanding the foregoing, you will not be considered to be in violation of this covenant solely by reason of owning, directly or indirectly, up to 5% in the aggregate of any class of securities of any publicly traded corporation engaged in the prohibited activities described above.

ii. In the event of a termination of your employment with the Company or an Affiliate, you agree to disclose to your Human Resources Representative in writing, at least fourteen (14) days prior to your anticipated last day of employment with the Company or Affiliate, as applicable, the name of any new employer or other entity for whom you will be providing services or advice in any capacity and the scope of your role with that employer or other entity in order to allow the Company a reasonable period of time to determine whether that role is in breach of the Restrictive Covenants. You further agree that during the Restricted Time, you will provide notice to the Company as set forth in this subparagraph and pursuant to the Notices provision of Section C.3 of this Agreement, of any new employer or other new entity for whom you will be providing services or advice in any capacity, or new role with any employer or other entity, at least fourteen (14) days prior to assuming that new role to allow the Company a reasonable period of time to determine whether that role is in breach of the Restrictive Covenants.

iii. If you have another non-compete agreement in place with the Company or an Affiliate, the Restricted Time shall run concurrently with any restrictions under your other non-compete agreement(s).

b. Non-Interference. With respect to Covered Products, during the Restricted Time, you will not solicit or sell to (or attempt to solicit or sell to) any customer or prospective customer, or any supplier, licensee or other business relation of the Company or an Affiliate (each, a "Restricted Third Party") (i) for which you, directly or indirectly, engaged or had responsibility on behalf of the Company or an Affiliate during the Relevant Period, or (ii) for which you have obtained, been provided, or had access to confidential information of the Restricted Third Party, nor will you induce (or attempt to induce) any Restricted Third Party to cease or diminish doing business with the Company or an Affiliate or in any way interfere with the relationship between any Restricted Third Party and the Company or an Affiliate. A "prospective customer" of the Company or an Affiliate is a person or entity with whom the Company or an Affiliate was engaged in communications or negotiations to provide services or sell Covered Products during the Relevant Period.

c. Employee Non-Solicitation. During the Restricted Time, you will not in any way, including through another person acting on your recommendation, suggestion, identification or advice, (i) solicit, employ or retain any person who is employed by the Company or an Affiliate, or (ii) otherwise induce or attempt to induce (A) any such person to terminate his or her employment with the Company or an Affiliate or to accept any position with any other entity, or (B) any prospective employee not to establish an employment relationship with the Company or an Affiliate. A "prospective employee" is a person who was in communications or negotiations to become an employee of the Company or an Affiliate during the Relevant Period.

9. Reasonableness of Provisions. You agree that: (a) the terms and provisions of this Agreement (including Annex A) are reasonable; (b) the consideration provided by the Company under this Agreement is not illusory; (c) the Restrictive Covenants are necessary and reasonable for the protection of the legitimate business interests and goodwill of the Company and its Affiliates; and (d) the consideration given by the Company under this Agreement gives rise to the Company's interest in the Restrictive Covenants set forth in this Annex A.

10. Repayment and Forfeiture. You specifically recognize and affirm that each of the Restrictive Covenants is a material and important term of this Agreement which has induced the Company to provide for the award of the RSUs granted hereunder. You further agree that in the event that the Company determines that you have breached or attempted or threatened to breach any of the Restrictive Covenants, in addition to any other remedies and monetary damages (which may not be ascertainable) at law or in equity the Company may have available to it, the Company may in its sole discretion: (a) cancel any unvested RSUs granted hereunder, including unvested RSUs that would otherwise have vested upon Retirement; and (b) require you to pay to the Company the Proceeds (as defined below) of any RSUs that vested during the Look Back Period (as defined below). You will pay to the Company the Proceeds in cash upon demand, and the Company will be entitled to set-off against any amount due to you from the Company or an Affiliate, including but not limited to any bonus payments, the amount of any such Proceeds, to the extent that such set-off is not inconsistent with Code Section 409A or other applicable law. For purposes of this Paragraph 4, the term "Proceeds" means the aggregate value of the Shares covered by the RSUs that have vested, determined based on the Fair Market Value of such Shares on the applicable vesting date. For avoidance of doubt, the amount of Proceeds shall be determined without regard to any taxes or amounts that may be deducted with respect to the vesting of the RSUs. The "Look Back Period" means the longer of the following two periods: (i) the 12-month period immediately preceding the date on which the Company becomes aware of a breach or attempted or threatened breach of any of the Restrictive Covenants; or (ii) the six-month period immediately prior to the date of the termination of your employment with the Company or an Affiliate through the date on which the Company became aware of the breach or attempted or threatened breach, provided the date on which the

Company becomes aware of the breach or attempted or threatened breach is no later than 12 months after the date of termination.

11. Equitable Relief. You acknowledge that the services you provide to the Company and/or its Affiliate(s) are of a unique nature and that it would be difficult to replace such services. You also acknowledge that a breach of any of the Restrictive Covenants contained in this Agreement may cause irreparable damage to the Company and its Affiliate(s), the exact amount of which would be difficult to ascertain, and that any remedies, including the repayment and forfeiture remedies set forth in Paragraph 4 of this Annex A and any remedies permissible under law, for any such breach or threatened breach would be inadequate. Accordingly, in the event the Company determines that you have breached or attempted or threatened to breach any of the Restrictive Covenants, in addition to any other remedies at law or in equity the Company may have available to it, it is agreed that the Company will be entitled to institute and prosecute proceedings in any court, tribunal or arbitrator of competent jurisdiction for specific performance, a temporary restraining order or preliminary injunction (without the necessity of (i) proving irreparable harm, (ii) establishing that monetary damages are inadequate or (iii) posting any bond with respect thereto) against you prohibiting such breach or attempted or threatened breach by proving only the existence of such breach or attempted or threatened breach.

12. Extension of Restrictive Period. You agree that the Restricted Time will be extended by any time during which you are in violation of any of the Restrictive Covenants.

13. Acknowledgments. You and the Company agree that it is our mutual intent to enter into a valid and enforceable agreement. You and the Company acknowledge the reasonableness of the Restrictive Covenants, including the reasonableness of the geographic area, duration as to time and scope of activity restrained. You further acknowledge that your skills are such that you can be gainfully employed in noncompetitive employment and that the agreement not to compete will not prevent you from earning a living. You acknowledge that the remedies set forth in this Agreement are not the exclusive remedies and the Company may avail itself of other remedies at law or in equity in the event you breach any of the Restrictive Covenants.

14. Provisions Independent. The Restrictive Covenants will be construed as an agreement independent of any other agreement, including any employee benefit agreement, and independent of any other provision of this Agreement, and the existence of any claim or cause of action you bring against the Company or an Affiliate, whether predicated upon this Agreement or otherwise, will not constitute a defense to the enforcement by the Company of such covenants.

15. Notification of Subsequent Employer. You agree that the Company and/or Affiliate may notify any person or entity hiring or engaging you, or considering hiring or engaging you, to serve as a director, officer, employee, consultant, contractor or advisor, or to provide services or advice in any capacity, of the existence and provisions of this Agreement.

16. THE SCOPE OF THE RESTRICTIVE COVENANTS IN PARAGRAPH 2 OF THIS ANNEX A ARE SUBJECT TO THE SEVERABILITY OR REFORM BY COURT PROVISIONS SET FORTH IN SECTION C.7 OF THE AGREEMENT. TO THE EXTENT PERMISSIBLE, THE SCOPE OF THESE RESTRICTIONS SHOULD BE SUBJECT TO REFORMULATION BY A COURT OF COMPETENT JURISDICTION IN ORDER TO PROTECT THE LEGITIMATE BUSINESS INTERESTS OF THE COMPANY AND ITS AFFILIATES TO THE FULLEST EXTENT PERMITTED BY LAW. PARAGRAPH 2 OF THIS ANNEX A IS SEVERABLE AND WILL NOT APPLY TO, AND WILL NOT BE ENFORCED BY THE COMPANY WITH RESPECT TO, POST–TERMINATION ACTIVITY IN ANY JURISDICTION IN WHICH THIS PROHIBITION IS NOT ENFORCEABLE UNDER APPLICABLE LAW.

EXHIBIT 10-B

COLGATE-PALMOLIVE COMPANY

2019 INCENTIVE COMPENSATION PLAN

NONQUALIFIED OPTION NOTICE OF GRANT

<<Title>> <<First Name>> <<Last Name>>
Colgate-Palmolive Company
<<Location>>
<<Grant Date>>

You have been granted the following Options in accordance with the attached Nonqualified Option Award Agreement (the "Agreement"):

Number of Options Granted:

Option Exercise Price: $XX.XX

Vesting Dates*: Subject to the terms and conditions of the Agreement, the Options will vest in equal installments as follows:

The first 1/3 installment of the Options will vest on ________ ___, 20___
The second 1/3 installment of the Options will vest on ________ ___, 20___
The last 1/3 installment of the Options will vest on ________ ___, 20___

Expiration Date: ________ ___, 20___

This Award is made under the Colgate-Palmolive Company 2019 Incentive Compensation Plan (the "Plan"), and is subject to the terms, conditions, limitations and restrictions contained in or established pursuant to the Plan, the Agreement, all requirements of applicable law and, if applicable, the Company's Clawback Policy. Capitalized terms used in this Notice of Grant that are not defined in this Notice of Grant have the meanings as used or defined in the Agreement.

Copies of the Plan, the Agreement and the Company's Prospectus relating to the Plan are available via Merrill's Benefits Online at www.benefits.ml.com, which can also be accessed at OurColgate.com under ColgatePeople, or if you prefer to receive a paper copy, they are available from the Company at 300 Park Avenue, New York, New York 10022, Attention: Mr. Marty Collins, EVP, Global Total Rewards and HR Operations.

ATTACHMENT: Nonqualified Option Award Agreement

COLGATE-PALMOLIVE COMPANY
2019 INCENTIVE COMPENSATION PLAN

NONQUALIFIED OPTION AWARD AGREEMENT

THIS NONQUALIFIED OPTION AWARD AGREEMENT (the "Agreement"), effective as of the Grant Date indicated on the Nonqualified Option Notice of Grant delivered with this Agreement (the "Notice of Grant"), is made and entered into by and between Colgate-Palmolive Company, a Delaware corporation (the "Company"), and you ("you").

Capitalized terms used and not otherwise defined in this Agreement will have the meanings set forth in the Colgate-Palmolive Company 2019 Incentive Compensation Plan (the "Plan").

A. Terms and Conditions Applicable to Nonqualified Options.

1. Grant. The Company grants to you, on the terms and conditions set forth in this Agreement, the right and option to purchase the number of Shares indicated on the Notice of Grant at the exercise price per share indicated on the Notice of Grant (the "Option Exercise Price"), which was the Fair Market Value of a Share on the Grant Date. The right to purchase each such Share is referred to in this Agreement as an "Option." All Options granted hereunder will be "Nonqualified Options" as defined in the Plan.

2. Vesting and Exercisability. The number of Options specified in the Notice of Grant will vest on each vesting date indicated on the Notice of Grant (the "Vesting Date"). Except as provided in Section A.4 below, the Options will vest only if you remain continuously employed by the Company or an Affiliate through each Vesting Date. Only vested Options may be exercised. The specified number of Options will be exercisable from the applicable Vesting Date through the expiration date set forth in the Notice of Grant (the "Expiration Date"), unless earlier terminated pursuant to the Plan or this Agreement. Once vested and exercisable, and until the Expiration Date or early termination, all or any portion of the Options may be exercised from time to time and at any time under procedures and policies that the Company establishes from time to time.

3. Exercise Procedure. The Options must be exercised by executing and delivering to the Company or the Company's appointed third-party Plan administrator, either directly or through an online internet transaction, a notice of exercise or by complying with such other procedures and policies as the Company or its appointed third-party Plan administrator may establish for notifying the Company. No Shares will be delivered pursuant to the exercise of the Options unless you have complied with your obligations under this Agreement and the Plan. Payment may be made by certified or bank check or wire transfer or, in the Company's discretion, (i) by exchanging Shares you own (which are not subject to any pledge or other security interest); (ii) to the extent permitted by applicable law and subject to rules as established by the Company and its appointed third-party Plan administrator, by using Shares subject to the Options (a broker-assisted cashless exercise); (iii) by having the Company or its appointed third-party Plan administrator withhold Shares from the Shares otherwise deliverable upon the exercise of the Options; or (iv) by such other instrument or method as the Company may accept. The Options must be exercised by the close of the New York Stock Exchange on the last business day prior to the Expiration Date. If the Options have not been exercised by 4:00 pm (Eastern Time) on the last business day prior to the Expiration Date, the Company will have the right to exercise the Options on your behalf and to deliver the resulting Shares, net of the Option Exercise Price and any applicable withholding taxes, to your limited brokerage account at the Company's appointed third-party Plan administrator or, if you do not have such an account, to a shareholder account in your name with the Company's transfer agent.

4. Effect of Termination of Employment. The effect of a Termination of Employment on the Options is set forth in the Guidelines Regarding the Effect of Termination of Employment on Awards under the Plan adopted by the Committee on September 13, 2023, as such guidelines may be amended by the Committee from time to time. In addition, you are required to comply with the provisions regarding "Prohibited Conduct" set forth on Annex A to this Agreement. Annex A to this Agreement is part of this Agreement.

B. Prohibited Conduct. In consideration of the grant by the Company of the Options and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and the Company, intending to be legally bound, agree to the provisions regarding "Prohibited Conduct" set forth on Annex A to this Agreement.

C. Additional Terms and Conditions.

1. Change in Control; Adjustment for Change in Common Stock. The treatment of the Options in the event of a Change in Control, a Corporate Transaction or a Share Change will be governed by the Plan.

2. International Appendix. If you work or reside outside the United States, the Options will be subject to the general non-United States terms and conditions and the special terms and conditions of your country set forth in the attached International Appendix and, to the extent there is any conflict between this Agreement and the International Appendix, the International Appendix will control. Moreover, if you relocate from the United States to one of the countries included in the International Appendix or you move between countries included in the International Appendix, the general non-United States terms and conditions and the special terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The International Appendix is part of this Agreement.

3. Notices. Any notice to be given to the Company under this Agreement will be addressed to the Chief Legal Officer and Secretary at the Company's principal executive offices, and any notice to be given to you will be addressed to you at the address on file with the Company and/or the Company's appointed third-party Plan administrator. Either the Company or you may designate a different address by written notice to the other. Written notice to said addresses will be effective to bind the Company and you and your representatives and beneficiaries. Any notice required or permitted hereunder will be (a) given in writing and will be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address referenced herein, or (b) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and will be deemed effectively given upon such delivery.

4. Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. No Contract of Employment; Agreement's Survival. Nothing contained in this Agreement will affect the right of the Company or an Affiliate to terminate your employment at any time, with or without Cause, or will be deemed to create any rights to employment on your part. The rights and obligations arising under this Agreement are not intended to and do not affect the employment relationship that otherwise exists between the Company or an Affiliate and you, whether such employment relationship is at will or defined by an employment contract. Moreover, this Agreement is not intended to and does not amend any existing employment contract between the Company and you. To the extent there is a conflict between this Agreement and such an employment contract as it relates to the Options awarded hereunder, the terms of this Agreement will govern and take priority. This Agreement will survive the termination of your employment for any reason.

6. Amendment; Waiver. The terms and conditions of this Agreement may be amended unilaterally by the Company, provided, however, that (a) no such amendment will be adverse to you without your written consent (except (i) as provided in Section A.4 above or (ii) to the extent the Company reasonably determines that such amendment is necessary or appropriate to comply with applicable law including the provisions of Code Section 409A, stock exchange rules or accounting rules); and (b) the amendment must be permitted under the Plan. The Company's failure to insist upon strict compliance with any provision of this Agreement or failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement will not be deemed to be a waiver of such provision or any such right, power or remedy which the Board, the Committee or the Company has under this Agreement.

7. Severability or Reform by Court. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then the parties will be relieved of their respective obligations arising under such provision only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement will be deemed amended by modifying such provision to the fullest extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives. If any provision of this Agreement is declared or found to be illegal, unenforceable or void to any extent, the validity or enforceability of the remaining provisions of this Agreement will not be affected.

8. Compliance with Law. The Plan, the granting and vesting of the Options, and any obligations of the Company under the Plan, will be subject to all applicable federal, state and foreign country laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required, and to any rules or regulations of any exchange on which the Shares are listed. The Company, in its discretion, may postpone the vesting or exercise of the Options, the issuance or delivery of Shares under this Award or any other action permitted under the Plan to enable the Company to complete any required action under any federal, state or foreign country law, rule or regulation. The Company may require that you make such representations and agreements and furnish such information as the Company deems appropriate to assure compliance with or exemption from the requirements of any securities exchange, any foreign, federal, state or local law, any governmental regulatory body, or any other applicable legal requirement, and Shares will not be issued unless and until you make such representations and agreements and furnish such information as the Company deems appropriate. The Company will not be obligated by virtue of any provision of the Plan to recognize the vesting or exercise of the Options or to otherwise sell or issue Shares in violation of any such laws, rules or regulations. Neither the Company nor its directors or officers will have any obligation or liability to you caused by any postponement of the vesting or exercise of the Options (or Shares issuable thereunder).

9. No Rights as Shareholder. Except as set forth in the Plan, neither you nor any person claiming under or through you will be, or will have any of the rights or privileges of, a holder of Shares with respect to the Options unless and until such Options are exercised and Shares are actually delivered to you.

10. Right of Set-Off. In addition to the rights of the Company set forth in Paragraph 4 of Annex A, you agree, if the Company in its reasonable judgment determines that you owe the Company and/or any Affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to the Company pursuant to the Company's tax equalization program or the Company's policies with respect to travel and business expenses, and if you have not satisfied such obligation(s), then the Company may, to the extent permitted by applicable law (including without limitation Code Section 409A) instruct the Plan administrator to withhold and/or sell Shares acquired by you upon exercise of your Options, or the Company may deduct funds equal to the amount of such obligation from other funds due to you from the Company or an Affiliate.

11. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan, including this Agreement, by electronic means or request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or its appointed third-party Plan administrator. The Agreement if delivered by electronic means with electronic signatures will be treated in all manner and respects as an original executed document and will be considered to have the same binding legal effect as if it were the original signed versions thereof delivered in person.

12. Data Privacy. *By accepting the Options, you explicitly and unambiguously consent to the collection, use, transfer, holding, storage and disclosure in electronic or other form, of your personal data as described in this Agreement and any other Award grant materials ("Data") by and among, as applicable, the Company and its Affiliates (collectively referred to in this Data Privacy section as the "Company") and certain third party service providers including, but not limited to, Plan brokers, financial advisers and legal counsel, engaged by the Company (collectively, the "Providers") for the*

purpose of implementing, administering and managing the Plan and complying with applicable laws, regulations and legislation.

You understand that the Data which may be collected, used, transferred, held, stored or disclosed by the Company and the Providers consists of certain Data about you, including, but not limited to, your name, home address, telephone number, date of birth, social insurance number or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor. The Data may also include information relating to your health (for example, where your employment terminates due to death or Disability). You further understand that such collection, use, transfer, holding, storage or disclosure of the Data may be necessary for the purpose of implementing, administering and managing the Plan and complying with applicable laws, regulations and legislation. You understand that the Company or the Providers may be located in the United States or elsewhere, and that the laws of the country in which the Company and the Providers collect, use, transfer, hold, store or disclose the Data may have different legal protections for the Data than your country. However, regardless of the location of the Data, the Company protects the Data through reasonable physical, technical and administrative safeguards and requires that the Providers also have such safeguards in place.

You understand that you may, at any time, request a copy of your Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting your local human resources representative in writing. You understand that refusing or withdrawing your consent may affect your ability to participate in the Plan as more fully described below.

You understand that you are providing the consent herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with your employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant Options or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

13. Governing Law; Choice of Venue. This Agreement will be governed, construed and enforced in accordance with the laws of the State of Delaware and the United States, as applicable, without giving effect to conflict of law rules or principles thereof. Any action or proceeding seeking to enforce any provision of or based on any right arising out of this Agreement may be brought against you or the Company only in the Delaware Court of Chancery or if not maintainable therein, then before an appropriate federal or state court located in Delaware, and you and the Company each agree to submit yourself and your respective property to the exclusive jurisdiction of the foregoing courts with respect to such disputes.

14. Plan Incorporated. You accept the Options hereby granted subject to all the provisions of the Plan, which are incorporated into this Agreement, including the provisions that authorize the Committee to administer and interpret the Plan and which provide that the Committee’s decisions, determinations and interpretations with respect to the Plan are final and conclusive on all persons affected thereby. In the event of a conflict between this Agreement and the Plan, the Plan will prevail.

IN WITNESS WHEREOF, this Agreement has been executed as of the Grant Date.

COLGATE-PALMOLIVE COMPANY

____
Authorized Signature

Using the Merrill Benefits Online system or other available means, you must accept the above Options in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that you have read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. If you do not do so within 180 days of the Grant Date indicated on the Notice of Grant, then you will not be able to exercise the Options and the Options will be forfeited.

Annex A

Prohibited Conduct

1. Defined Terms.

2. "Affiliate" means a corporation or other entity (i) controlled by, controlling or under common control with, the Company (including, without limitation, a corporation or other entity in which the Company has a 50% or more ownership interest) or (ii) designated by the Committee from time to time as such for purposes of the Plan.

3. "Covered Products" means any product, composition, formulation, process, machine or service of any person or organization (other than the Company or an Affiliate) in existence, being researched or under development that competes with, or is intended to compete with, a product, composition, formulation, process, machine or service being researched or under development, produced, distributed, marketed, sold or licensed by the Company or an Affiliate (i) related to any aspect of any one of the Company's or an Affiliate's lines of business on which you have worked or provided services during the Relevant Period, or (ii) for which you have obtained, been provided or had access to confidential, proprietary and/or trade secret information of the Company or an Affiliate.

4. "Prohibited Geography" means any country, geography, territory, region or division with respect to which you have worked, provided services or had a material presence or influence for the Company or an Affiliate in any capacity.

5. "Relevant Period" means the 24-month period immediately prior to the termination of your employment with the Company or an Affiliate.

6. "Restricted Time" means the period during which you are employed by the Company or an Affiliate plus the 12-month period immediately following the termination of your employment with the Company or an Affiliate for any reason.

7. Restrictive Covenants. Each of the covenants contained in Paragraphs 2(a)-(c) of this Annex A are collectively referred to as the "Restrictive Covenants."

8. Non-Compete.

15. During the Restricted Time, you will not, without the prior written consent of the Company's Chief Human Resources Officer or Chief Legal Officer, either directly or indirectly, for yourself or on behalf of or in conjunction with any other person, partnership, corporation or other entity, serve as a director, officer, employee, consultant, contractor or advisor of, provide services or advice in any capacity to, or acquire any ownership interest in an entity that manufactures, markets, sells, develops, distributes or produces Covered Products in the Prohibited Geography, subject to applicable law. Notwithstanding the foregoing, you will not be considered to be in violation of this covenant solely by reason of owning, directly or indirectly, up to 5% in the aggregate of any class of securities of any publicly traded corporation engaged in the prohibited activities described above.

ii. In the event of a termination of your employment with the Company or an Affiliate, you agree to disclose to your Human Resources Representative in writing, at least fourteen (14) days prior to your anticipated last day of employment with the Company or Affiliate, as applicable, the name of any new employer or other entity for whom you will be providing services or advice in any capacity and the scope of your role with that employer or other entity in order to allow the Company a reasonable period of time to determine whether that role is in breach of the Restrictive Covenants. You further agree that during the Restricted Time, you will provide notice to the Company as set forth in this subparagraph and pursuant to the Notices provision of Section C.3 of this Agreement, of any new employer or other new entity for whom you will be providing services or advice in any capacity, or new role with any employer or other entity, at least fourteen (14) days prior to assuming that new role to allow the Company a reasonable period of time to determine whether that role is in breach of the Restrictive Covenants.

iii. If you have another non-compete agreement in place with the Company or an Affiliate, the Restricted Time shall run concurrently with any restrictions under your other non-compete agreement(s).

b. Non-Interference. With respect to Covered Products, during the Restricted Time, you will not solicit or sell to (or attempt to solicit or sell to) any customer or prospective customer, or any supplier, licensee or other business relation of the Company or an Affiliate (each, a "Restricted Third Party") (i) for which you, directly or indirectly, engaged or had responsibility on behalf of the Company or an Affiliate during the Relevant Period, or (ii) for which you have obtained, been provided, or had access to confidential information of the Restricted Third Party, nor will you induce (or attempt to induce) any Restricted Third Party to cease or diminish doing business with the Company or an Affiliate or in any way interfere with the relationship between any Restricted Third Party and the Company or an Affiliate. A "prospective customer" of the Company or an Affiliate is a person or entity with whom the Company or an Affiliate was engaged in communications or negotiations to provide services or sell Covered Products during the Relevant Period.

c. Employee Non-Solicitation. During the Restricted Time, you will not in any way, including through another person acting on your recommendation, suggestion, identification or advice, (i) solicit, employ or retain any person who is employed by the Company or an Affiliate, or (ii) otherwise induce or attempt to induce (A) any such person to terminate his or her employment with the Company or an Affiliate or to accept any position with any other entity, or (B) any prospective employee not to establish an employment relationship with the Company or an Affiliate. A "prospective employee" is a person who was in communications or negotiations to become an employee of the Company or an Affiliate during the Relevant Period.

9. Reasonableness of Provisions. You agree that: (a) the terms and provisions of this Agreement (including Annex A) are reasonable; (b) the consideration provided by the Company under this Agreement is not illusory; (c) the Restrictive Covenants are necessary and reasonable for the protection of the legitimate business interests and goodwill of the Company and its Affiliates; and (d) the consideration given by the Company under this Agreement gives rise to the Company's interest in the Restrictive Covenants set forth in this Annex A.

10. Repayment and Forfeiture. You specifically recognize and affirm that each of the Restrictive Covenants is a material and important term of this Agreement which has induced the Company to provide for the award of the Options granted hereunder. You further agree that in the event that the Company determines that you have breached or attempted or threatened to breach any of the Restrictive Covenants, in addition to any other remedies and monetary damages (which may not be ascertainable) at law or in equity the Company may have available to it, the Company may in its sole discretion: (a) cancel any (i) unvested Options granted hereunder, including Options that would otherwise have vested upon Retirement and (ii) any vested but unexercised Options granted hereunder; and (b) require you to pay to the Company the Proceeds (as defined below) of any Options that were exercised at any time during the Look Back Period (as defined below). You will pay to the Company the Proceeds in cash upon demand, and the Company will be entitled to set-off against any amount due to you from the Company or an Affiliate, including but not limited to any bonus payments, the amount of any such Proceeds, to the extent that such set-off is not inconsistent with Code Section 409A or other applicable law. For purposes of this Paragraph 4, the term "Proceeds" means the difference between the Option Exercise Price and the greater of (x) the Fair Market Value of the Shares on the date of exercise or (y) the amount realized upon the disposition of the underlying Shares. For avoidance of doubt, the amount of Proceeds shall be determined without regard to any taxes or amounts that may be deducted with respect to the exercise, sale or other disposition of the Option and/or the sale of the underlying Shares. The "Look Back Period" means the longer of the following two periods: (i) the 12-month period immediately preceding the date on which the Company becomes aware of a breach or attempted or threatened breach of any of the Restrictive

Covenants; or (ii) the six-month period immediately prior to the date of the termination of your employment with the Company or an Affiliate through the date on which the Company became aware of the breach or attempted or threatened breach, provided the date on which the Company becomes aware of the breach or attempted or threatened breach is no later than 12 months after the date of termination.

11. Equitable Relief. You acknowledge that the services you provide to the Company and/or its Affiliate(s) are of a unique nature and that it would be difficult to replace such services. You also acknowledge that a breach of any of the Restrictive Covenants contained in this Agreement may cause irreparable damage to the Company and its Affiliate(s), the exact amount of which would be difficult to ascertain, and that any remedies, including the repayment and forfeiture remedies set forth in Paragraph 4 of this Annex A and any remedies permissible under law, for any such breach or threatened breach would be inadequate. Accordingly, in the event the Company determines that you have breached or attempted or threatened to breach any of the Restrictive Covenants, in addition to any other remedies at law or in equity the Company may have available to it, it is agreed that the Company will be entitled to institute and prosecute proceedings in any court, tribunal or arbitrator of competent jurisdiction for specific performance, a temporary restraining order or preliminary injunction (without the necessity of (i) proving irreparable harm, (ii) establishing that monetary damages are inadequate or (iii) posting any bond with respect thereto) against you prohibiting such breach or attempted or threatened breach by proving only the existence of such breach or attempted or threatened breach.

12. Extension of Restrictive Period. You agree that the Restricted Time will be extended by any time during which you are in violation of any of the Restrictive Covenants.

13. Acknowledgments. You and the Company agree that it is our mutual intent to enter into a valid and enforceable agreement. You and the Company acknowledge the reasonableness of the Restrictive Covenants, including the reasonableness of the geographic area, duration as to time and scope of activity restrained. You further acknowledge that your skills are such that you can be gainfully employed in noncompetitive employment and that the agreement not to compete will not prevent you from earning a living. You acknowledge that the remedies set forth in this Agreement are not the exclusive remedies and the Company may avail itself of other remedies at law or in equity in the event you breach any of the Restrictive Covenants.

14. Provisions Independent. The Restrictive Covenants will be construed as an agreement independent of any other agreement, including any employee benefit agreement, and independent of any other provision of this Agreement, and the existence of any claim or cause of action you bring against the Company or an Affiliate, whether predicated upon this Agreement or otherwise, will not constitute a defense to the enforcement by the Company of such covenants.

15. Notification of Subsequent Employer. You agree that the Company and/or Affiliate may notify any person or entity hiring or engaging you, or considering hiring or engaging you, to serve as a director, officer, employee, consultant, contractor or advisor, or to provide services or advice in any capacity, of the existence and provisions of this Agreement.

16. THE SCOPE OF THE RESTRICTIVE COVENANTS IN PARAGRAPH 2 OF THIS ANNEX A ARE SUBJECT TO THE SEVERABILITY OR REFORM BY COURT PROVISIONS SET FORTH IN SECTION C.7 OF THE AGREEMENT. TO THE EXTENT PERMISSIBLE, THE SCOPE OF THESE RESTRICTIONS SHOULD BE SUBJECT TO REFORMULATION BY A COURT OF COMPETENT JURISDICTION IN ORDER TO PROTECT THE LEGITIMATE BUSINESS INTERESTS OF THE COMPANY AND ITS AFFILIATES TO THE FULLEST EXTENT PERMITTED BY LAW. PARAGRAPH 2 OF THIS ANNEX A IS SEVERABLE AND WILL NOT APPLY TO, AND WILL NOT BE ENFORCED BY THE COMPANY WITH RESPECT TO, POST–TERMINATION ACTIVITY IN ANY JURISDICTION IN WHICH THIS PROHIBITION IS NOT ENFORCEABLE UNDER APPLICABLE LAW.

EXHIBIT 31-A

I, Noel R. Wallace, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Colgate-Palmolive Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

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

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

Date: October 27, 2023

/s/ Noel R. Wallace

Noel R. Wallace

Chairman of the Board, President and
Chief Executive Officer

EXHIBIT 31-B

I, Stanley J. Sutula III, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Colgate-Palmolive Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

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

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

Date: October 27, 2023

/s/ Stanley J. Sutula III

Stanley J. Sutula III

Chief Financial Officer

EXHIBIT 32

The undersigned Chairman of the Board, President and Chief Executive Officer and Chief Financial Officer of Colgate-Palmolive Company each certify, pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. § 1350, that:

(1) the Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2023 (the "Report") which this statement accompanies fully complies with the requirements of Sections 13(a) and 15(d) of the Securities Exchange Act of 1934; and

(2) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Colgate-Palmolive Company.

Date: October 27, 2023

/s/ Noel R. Wallace

Noel R. Wallace
Chairman of the Board, President and
Chief Executive Officer

/s/ Stanley J. Sutula III

Stanley J. Sutula III
Chief Financial Officer