EXHIBIT 99.15

Execution Version

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "**Agreement**"), dated as of March 26, 2026, is entered into by and among Venus Concept Inc. (the "**Company**"), Madryn Health Partners, LP ("**Madryn**") and Madryn Health Partners (Cayman Master), LP ("**Madryn Cayman**," and together with Madryn, the "**Purchasers**"). The Company and the Purchasers are referred to collectively as the "**Parties**."

WHEREAS, subject to the terms and conditions set forth in this Agreement, and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506 promulgated thereunder:

- the Company desires to issue and sell to Madryn, and Madryn desires to purchase from the Company, 13,875,000 shares of Common Stock (as defined below) (the "**Madryn Shares**"); and

- the Company desires to issue and sell to Madryn Cayman, and Madryn Cayman desires to purchase from the Company, 23,625,000 shares of Common Stock (the "**Madryn Cayman Shares**," and together with the Madryn Shares, the "**Shares**"); and

WHEREAS, following the purchase and sale of the Shares hereunder, the Purchasers desire to acquire the Company pursuant to a "short-form merger" in accordance with Section 253 of the Delaware General Corporation Law (the "**DGCL**").

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

1.1. **Definitions**. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Section 1.1:

"**Acquiror**" shall have the meaning given to such term in Section 4.11.

"**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"**Agreement**" shall have the meaning given to such term in the Preamble.

"**Anti-Terrorism Laws**" means any laws, rules, regulations or orders relating to terrorism, sanctions or money laundering, including without limitation Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"**Board of Directors**" means the board of directors of the Company.

"**Bridge Loan Agreement**" means that certain Loan and Security Agreement, dated as of April 23, 2024 (as amended, restated, supplemented, waived or otherwise modified from time to time), by and between the Company, Venus Concept USA Inc., a Delaware corporation, Venus Concept Canada Corp., a corporation incorporated under the laws of the Province of Ontario, Venus Concept Ltd., a company formed under the Companies Law of Israel, the Purchasers, and Madryn Health Partners, LP, a Delaware limited partnership, as Administrative Agent.

"**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Canadian AML Acts**" means applicable Canadian law regarding anti-money laundering, anti-terrorist financing, government sanction and "know your client" matters, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

"**Closing**" shall have the meaning given to such term in Section 2.1(b).

"**Closing Date**" shall have the meaning given to such term in Section 2.1(b).

"**Code**" shall have the meaning given to such term in Section 2.2(b)(iv).

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Stock**" means the common stock of the Company, par value $0.0001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"**Company**" shall have the meaning given to such term in the Preamble.

"**Company Counsel**" means Dorsey & Whitney LLP, with offices located at TD Bank Tower, 66 Wellington Street West, Suite 3400 Toronto, ON M5K 1E6, or such other outside legal counsel reasonably acceptable to the Purchasers.

"**Company Material Agreement**" shall have the meaning given to such term in Section 3.1(a)(ii).

"**Company Party**" shall have the meaning given to such term in Section 4.7(b).

"**Covered Person**" shall have the meaning given to such term in Section 3.1(v).

"**Delisting and Deregistration**" means the delisting of the Common Stock from the Nasdaq Capital Market, effective February 9, 2026, and the ongoing deregistration of the Common Stock under the Exchange Act, to be effective on or about May 8, 2026, in each case as described in the Company's filings with the Commission.

"**Designated Jurisdiction**" means any country or territory to the extent that such country or territory is the subject of any Sanction.

"**DGCL**" shall have the meaning given to such term in the Recitals.

"**Disqualification Event**" shall have the meaning given to such term in Section 3.1(v).

"**Effective Date**" means, with respect to any Shares, the earliest of the date that (a) all of such Shares have been sold pursuant to Rule 144 or may be sold pursuant to Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 and without volume or manner-of-sale restrictions, (b) falls on the one year anniversary of the Closing Date, provided that a holder of Shares is not an Affiliate of the Company, or (c) all of such Shares may be sold pursuant to an exemption from registration under Section 4(1) of the Securities Act without volume or manner-of-sale restrictions and Company Counsel has delivered to such holders a standing written unqualified opinion that resales may then be made by such holders of such Shares pursuant to such exemption, which opinion shall be in form and substance reasonably acceptable to such holders.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Act Reports**" shall have the meaning given to such term in Section 3.1(p).

"**Fairness Opinion**" shall have the meaning given to such term in Section 2.3(a)(iv).

"**FCPA**" means the Foreign Corrupt Practices Act of 1977, as amended.

"**FDA**" means the Food and Drug Administration.

"**Financial Statements**" shall have the meaning given to such term in Section 3.1(g).

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession in the United States, which are applicable to the circumstances as of the date of determination.

"**Governmental Approval**" means any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body (including, without limitation, the FDA), court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"**HMT**" has the meaning set forth in the definition of "Sanctions."

"**Intellectual Property**" means any and all U.S. or foreign patents, patent applications, copyrights and copyright registrations and applications, inventions, invention disclosures, protected formulae, formulations or processes, trade secrets and other similar intellectual property rights.

"**Israeli Penal Law**" means the Israeli Penal Law, 5737-1977.

"**Israeli PMLL**" means the Israeli Prohibition on Money-Laundering Law, 5760-2000.

"**Israeli Trading with the Enemy Ordinance**" means the Israeli Trading with the Enemy Ordinance, 1939.

"**Knowledge**" means, in reference to the Company or its Subsidiaries, the actual knowledge, or the actual knowledge that would be obtained following reasonable investigation, of any of Rajiv De Silva, Domenic Della Penna and Michael Mandarello.

"**Liens**" means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other similar restriction.

"**Madryn**" shall have the meaning given to such term in the Preamble.

"**Madryn Cayman**" shall have the meaning given to such term in the Preamble.

"**Madryn Cayman Purchase Price**" shall have the meaning given to such term in Section 2.1(a)(ii).

"**Madryn Cayman Shares**" shall have the meaning given to such term in the Recitals.

"**Madryn Purchase Price**" shall have the meaning given to such term in Section 2.1(a)(i).

"**Madryn Shares**" shall have the meaning given to such term in the Recitals.

"**Material Adverse Effect**" means a material adverse change in (a) the business, operations or condition (financial or otherwise) of the Company and its Subsidiaries, when taken as a whole, (b) the validity or enforceability of this Agreement or any of the other Transaction Documents, (c) the rights or remedies of the Purchasers hereunder or thereunder or any other agreements or instruments to be entered into in connection herewith or therewith, or (d) the ability of the Company or its Subsidiaries to perform their obligations under any Transaction Document.

"**Material Agreement**" means any license, agreement or other contractual arrangement required to be disclosed (including amendments thereto) by a "reporting company" under regulations promulgated under the Securities Act or the Exchange Act, as may be amended; provided, however, that "Material Agreement" shall exclude all real estate leases and all employee or director compensation agreements, arrangements or plans, or any amendments thereto.

"**OFAC**" means the U.S. Department of Treasury Office of Foreign Assets Control.

"**Open Source Licenses**" shall have the meaning given to such term in Section 3.1(i).

"**Parties**" shall have the meaning given to such term in the Preamble.

"**Permitted Liens**" means any Lien in favor of (a) Madryn, Madryn Cayman or any of their respective Affiliates or (b) EW Healthcare Partners, L.P., EW Healthcare Partners-A, L.P. or any of their respective Affiliates, in the case of clause (b) to the extent in existence as of the date hereof.

"**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"**Proceeding**" means an action, claim, suit, investigation or proceeding (including an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"**Purchase Price**" shall have the meaning given to such term in Section 2.1(a)(ii).

"**Purchaser Party**" shall have the meaning given to such term in Section 4.7(a).

"**Purchasers**" shall have the meaning given to such term in the Preamble.

"**Requirement of Law**" means as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Rule 144**" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"**Sanction(s)**" means any sanction administered or enforced by the United States government (including, without limitation, OFAC), the Canadian government, the United Nations Security Council, the European Union, Her Majesty's Treasury ("**HMT**"), the State of Israel or its government or other relevant sanctions authority.

"**Securities Act**" shall have the meaning given to such term in the Recitals.

"**Shares**" shall have the meaning given to such term in the Recitals.

"**Short-Form Merger**" shall have the meaning given to such term in Section 4.11.

"**Short Sales**" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location or reservation of borrowable shares of Common Stock).

"**Subsidiary**" means any wholly owned subsidiary of the Company.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges, in each case in the nature of taxes, imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Transaction Documents**" means this Agreement and any other agreements, documents or instruments required to be delivered by a Party in connection herewith.

"**Transfer**" shall have the meaning given to such term in Section 4.1(e).

"**Transfer Agent**" means Computershare Inc., the current transfer agent of the Company, with a mailing address of 250 Royall Street, Canton, Massachusetts 02021, and any successor transfer agent of the Company.

"**Treasury Regulations**" means the regulations promulgated under the Code by the Internal Revenue Service and United States Department of Treasury.

ARTICLE II.
PURCHASE AND SALE

2.1. **Closing**.

(a) Upon the terms and subject to the conditions set forth herein, and pursuant to Section 4(a)(2) of the Securities Act and Rule 506 promulgated thereunder:

(i) the Company shall issue and sell to Madryn, and Madryn shall purchase from the Company, the Madryn Shares for an aggregate purchase price of $555,000 (or $0.04 per Madryn Share) (such aggregate purchase price, the "**Madryn Purchase Price**"); and

(ii) the Company shall issue and sell to Madryn Cayman, and Madryn Cayman shall purchase from the Company, the Madryn Cayman Shares for an aggregate purchase price of $945,000 (or $0.04 per Madryn Cayman Share) (such aggregate purchase price, the "**Madryn Cayman Purchase Price**," and together with the Madryn Purchase Price, the "**Purchase Price**").

(b) The consummation of the transactions contemplated by Section 2.1(a) (the "**Closing**") shall occur remotely on the date hereof (the "**Closing Date**") immediately following satisfaction of the conditions set forth in Section 2.3.

2.2. **Closing Deliveries**.

(a) Company Deliveries. On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement, duly executed by the Company;

(ii) for each Purchaser, evidence of a book entry transfer evidencing such Purchaser's Shares, registered in the name of such Purchaser; and

(iii) an amendment to the Bridge Loan Agreement, in a form acceptable to the Purchasers, duly executed by the Company, Venus Concept USA Inc., Venus Concept Canada Corp. and Venus Concept Ltd. (including any documentation required thereunder to be delivered on or prior to the Closing Date, the "**Bridge Loan Agreement Amendment**").

(b) Purchaser Deliveries. On or prior to the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement, duly executed by such Purchaser;

(ii) such Purchaser's portion of the Purchase Price, paid by such Purchaser by wire transfer of immediately available funds to an account designated in writing by the Company;

(iii) an "accredited investor" questionnaire, in a form acceptable to the Company in its reasonable discretion, duly executed by such Purchaser (or written confirmation that the questionnaire provided as of May 24, 2024 remains accurate);

(iv) if such Purchaser is a "United States person" within the meaning of Section 7701(a)(30) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), a properly completed and executed IRS Form W-9 (or written confirmation that the IRS Form W-9 provided as of May 24, 2024 remains accurate);

(v) if such Purchaser is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, all of the following that are applicable: (A) a properly completed and executed IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form claiming, to the extent applicable, a reduction or exemption from withholding of Taxes under an income Tax treaty to which the United States is a party; (B) a properly completed and executed IRS Form W-8ECI; (C) a certificate in form and substance satisfactory to the Company claiming entitlement to the portfolio interest exemption under Section 881(c) of the Code and certifying that such Purchaser is not a conduit entity participating in a conduit financing arrangement as defined in Treasury Regulations section 1.881-3, a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Company within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Sections 881(c)(3)(C) and 864(d)(4) of the Code, and (D) if the Purchaser is not the beneficial owner of amounts paid to it, a properly completed and executed IRS Form W-8IMY accompanied by a withholding statement and an IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, IRS Form W-9 or a certificate described in clause (C) above from each beneficial owner of such amounts claiming entitlement to exemption from withholding or backup withholding of Taxes (or written confirmation that the foregoing items provided as of May 24, 2024 remain accurate); and

(vi) the Bridge Loan Amendment Agreement, duly executed by such Purchasers.

2.3. **Closing Conditions**.

(a) Company Closing Conditions. The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) of the representations and warranties of each Purchaser contained herein as of the Closing Date (unless a different date is specified herein, in which case such representations and warranties shall be accurate as of such specified date);

(ii) the performance of all obligations, covenants and agreements of each Purchaser required to be performed as of or prior to the Closing Date;

(iii) the delivery by each Purchaser of the items required to be delivered by such Purchaser as set forth in Section 2.2(b) of this Agreement; and

(iv) the Company's receipt of a fairness opinion from Canaccord Genuity LLC with respect to the fairness, from a financial point of view, of the purchase price to be received by the holders of Common Stock (other than the Purchaser and its Affiliates or the Company's shareholders who properly exercise appraisal rights) paid for the shares of Common Stock to be purchased in the Short-Form Merger (other than shares held by the Purchaser or any of its Affiliates) in the Short-Form Merger to such holders (the "**Fairness Opinion**").

(b) Purchaser Closing Conditions. The respective obligations of the Purchasers hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) of the representations and warranties of the Company and its Subsidiaries, as applicable, contained herein as of the Closing Date (unless a different date is specified herein, in which case such representations and warranties shall be accurate as of such specified date);

(ii) the performance of all obligations, covenants and agreements of the Company and its Subsidiaries required to be performed as of or prior to the Closing Date;

(iii) the delivery by the Company of the items required to be delivered by the Company as set forth in Section 2.2(a) of this Agreement; and

(iv) the receipt by the Company of any and all consents, waivers or authorizations of any Governmental Authority or other Person necessary for the issuance of the Shares.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1. **Representations and Warranties of the Company**. The Company, including on behalf of its Subsidiaries, as applicable, hereby represents and warrants to the Purchasers as of the Closing Date (unless a different date is specified herein, in which case such representations and warranties shall be made as of such specified date) as follows:

(a) Due Organization, Authorization, Power and Authority.

(i) The Company and each of its Subsidiaries is duly existing and in good standing in its jurisdictions of organization or formation and the Company and each of its Subsidiaries is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its businesses or its ownership of property requires that it be so qualified except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(ii) The execution, delivery and performance by the Company and its Subsidiaries, as applicable, of the Transaction Documents to which it is a party do not and will not (A) conflict with the Company's or any of its Subsidiaries' organizational documents, including their respective certificate of incorporation and bylaws, (B) contravene, conflict with, constitute a default under or violate any material Requirement of Law applicable thereto, (C) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which the Company, or any of its property or assets may be bound or affected, (D) require any action by, filing, registration, notice to or qualification with, or Governmental Approval from, any Governmental Authority or any other Person (except for such Governmental Approvals which have already been obtained and are in full force and effect), or (E) constitute an event of default or material breach under any Material Agreement by which the Company, any of its Subsidiaries or any of their respective properties, is bound (a "**Company Material Agreement**"). Except as set forth in Schedule 3.1(a)(ii), neither the Company nor any of its Subsidiaries is in default or material breach under any Company Material Agreement, except where such default or material breach could not reasonably be expected to have a Material Adverse Effect.

(iii) Each of the Company and its Subsidiaries, as applicable, has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of this Agreement and the other Transaction Documents by the Company and the consummation of the transactions

contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company, and no further action is required by the Company, the Board of Directors or the Company's shareholders in connection herewith or therewith.

(b) Enforceability. The Transaction Documents have been duly executed by the Company and its Subsidiaries, as applicable, and, upon the consummation of the transactions contemplated by the Transaction Documents, shall constitute the legal, valid, and binding obligations of the Company and its Subsidiaries, as applicable, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, transfer, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Valid Issuance. The Shares (i) have been duly authorized by the Company and, upon their issuance pursuant to this Agreement in accordance with Section 2.1, will be validly issued, fully paid and non-assessable, (ii) except as set forth in Schedule 3.1(c)(i)(B) hereto, are not subject to any preemptive, participation, rights of first refusal, antidilution or other similar rights, and (iii) assuming the accuracy of each Purchaser's representations and warranties hereunder, (A) will be issued exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) of the Securities Act and (B) will be issued in compliance with all applicable state and federal laws concerning the issuance of the Shares.

(d) Capitalization. The Company's capitalization as disclosed in its filings with the Commission is true and complete, in all material respects, as of the date of such filings.

(e) Material Adverse Effect. Except as set forth in the Company's filings with the Commission since December 31, 2024, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(f) Subsidiaries' Equity Interests. Except for Venus Concept (HK) Limited, which is owned 49% by minority investors, all of the issued ownership interests of each of the Subsidiaries of the Company are duly authorized and validly issued, fully paid, nonassessable, and directly owned by the Company or its applicable Subsidiary and are free and clear of all Liens, other than Permitted Liens, and not subject to any preemptive rights, rights of first refusal, option, warrant, call, subscription, and similar rights, other than as required by law.

(g) Financial Statements. The financial statements of the Company included in the Company's filings with the Commission following December 31, 2024 (the "**Financial Statements**") have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved, subject, in the case of the interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the audited Financial Statements). The Financial Statements are based on the books and records of the Company, and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated.

(h) Operations in the Ordinary Course. Except (i) as set forth in or contemplated by the Company's filings with the Commission since December 31, 2024 or (ii) as set forth in Schedule 3.1(h) hereto, since December 31, 2024, the Company and its Subsidiaries have conducted their respective businesses in the ordinary course, consistent with past practice in all material respects, and there has been no (A) acquisition or disposition of any material asset by the Company or any of its Subsidiaries, or any contract or arrangement therefor, other than acquisitions or dispositions for fair value in the ordinary course of business or acquisitions or dispositions as disclosed in the Company's filings with the Commission or (B) material change in the Company's accounting principles, practices or methods.

(i) Intellectual Property.

(i) The Company and each of its Subsidiaries is the sole owner of the Intellectual Property each respectively purports to own, free and clear of all Liens, other than Permitted Liens, and non-exclusive licenses for off-the-shelf software that is commercially available to the public.

(ii) None of the Company or any of its Subsidiaries has used any software or other materials that are subject to an open-source or similar license (including the General Public License, Lesser General Public License, Mozilla Public License, or Affero License) (collectively, "**Open Source Licenses**") in a manner that would cause any software or other materials owned by the Company or used in any Company products to have to be (A) distributed to third parties at no charge or a minimal charge, (B) licensed to third parties for the purpose of creating modifications or derivative works, or (C) subject to the terms of such Open Source License.

(iii) Each employee and contractor of the Company and its Subsidiaries involved in development or creation of any material Intellectual Property has assigned any and all inventions and ideas of such Person in and to such Intellectual Property to the Company or such Subsidiary, except where failure to do so could not reasonably be expected to have a Material Adverse Effect, in each case individually or in the aggregate.

(iv) No settlement or consents, covenants not to sue, non-assertion assurances, or releases have been entered into by the Company or any of its Subsidiaries or exist to which the Company or such Subsidiary is bound that adversely affect its rights to own or use any Intellectual Property except as could not be reasonably expected to result in a Material Adverse Effect, in each case individually or in the aggregate.

(j) Litigation. Except as set forth in or contemplated by the Company's filings with the Commission since December 31, 2024 or in Schedule 3.1(j) hereto, are no actions, suits, investigations, or proceedings pending or, to the Company's Knowledge, threatened in writing by or against the Company or any of its Subsidiaries reasonably expected to result in the payment or award of damages of more than $500,000.

(k) Insurance. The Company and its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged. The Company does not have any reason to believe that it or any Subsidiary will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business in all material respects.

(l) Tax Returns and Payments; Pension Contributions. The Company and each of its Subsidiaries have timely filed all material tax returns and reports (or extensions thereof) required to be filed by them, and the Company and each of its Subsidiaries, have timely paid all foreign, federal, state, and local Taxes owed by the Company and such Subsidiaries in a cumulative amount greater than $100,000, in all jurisdictions in which the Company or any such Subsidiary is subject to Taxes, including the United States, unless such Taxes are being contested in accordance with the next sentence. The Company and each of its Subsidiaries may defer payment of any contested Taxes; provided, however, that the Company or such Subsidiary (a) in good faith contests its obligation to pay the Taxes by appropriate proceedings promptly and diligently instituted and conducted; and (b) maintains adequate reserves or other appropriate provisions on its books in accordance with GAAP. Neither the Company nor any of its Subsidiaries is aware of any claims or adjustments proposed by any Governmental Authority in writing for any of the Company's or such Subsidiary's, prior Tax years which could result in additional taxes in a cumulative amount greater than $100,000 becoming due and payable by the Company or its Subsidiaries. The Company and each of its Subsidiaries have paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and neither the Company nor any of its Subsidiaries has, withdrawn from participation in, has permitted partial or complete termination of, or has permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of the Company or its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other Governmental Authority.

(m) Regulatory Compliance.

(i) Neither the Company nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Neither the Company nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). The Company and each of its Subsidiaries complies in all material respects with the Federal Fair Labor Standards Act. Neither the Company nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. Neither the Company nor any of its Subsidiaries has violated any laws, order, ordinances or rules, the violation of which could reasonably be expected to have a Material Adverse Effect. Neither the Company's nor any of its Subsidiaries' properties or assets has been used by the Company or such Subsidiary or, to the Company's Knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in material compliance with material applicable laws. The Company and each of its Subsidiaries has obtained all material consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

(ii) Neither the Company, nor any Subsidiary, nor, to the Knowledge of the Company, any director, officer, employee, agent, representative or Affiliate thereof, is an individual or entity that is, or is owned or controlled by, any individual or entity that is (A) the subject or target of any Sanctions, (B) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (C) located, organized or resident in a Designated Jurisdiction.

(iii) The Company and its Subsidiaries have conducted their business in material compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the Corruption of Foreign Public Officials Act (Canada), the Israeli Penal Law, Chapter 9, Part 5 and other similar anti-corruption legislation in such or other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

(iv) To the extent applicable, the Company and each Subsidiary is in compliance, in all material respects, with (A) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (B) the Act, (C) the Canadian AML Acts and (D) the Israeli Trading with the Enemy Ordinance and the Israeli PMLL and other similar legislation in such or other jurisdictions. Notwithstanding the foregoing, the representations in this Section 3.1(m) shall not be made by nor apply to any Person organized under the laws of Canada insofar as such representations would result in a violation of or conflict with the Foreign Extraterritorial Measures Act (Canada) or any similar law.

(n) Shareholder Approval. The Company is not required to obtain any consent or approval from its shareholders in connection with the consummation of the transactions contemplated by the Transaction Documents.

(o) Compliance with Securities Laws. The Company is not in default under applicable U.S. federal securities laws. Except with respect to the Delisting and Deregistration, none of the applicable U.S. securities regulatory authorities or any other competent authority has issued any order to cease or suspend trading of any securities of the Company.

(p) Exchange Act Compliance. All documents filed with the Commission by the Company under the Exchange Act are hereinafter referred to herein as the "**Exchange Act Reports**." The Exchange Act Reports, when they were filed with the Commission, conformed in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder.

The Exchange Act Reports did not, when filed with the Commission, contain an untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except for the Transaction Documents, all Company Material Agreements have been disclosed in the Exchange Act Reports as of the date hereof. As a result of the Delisting and Deregistration, except as set forth in Schedule 3.1(p), the Company is no longer required to file periodic reports with the Commission under the Exchange Act.

(q) No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the offering of the Shares to be integrated with prior offerings by the Company for purposes of the Securities Act which would require the registration of any such securities under the Securities Act.

(r) No Broker's Fees. Except as provided for the Company's engagement letter with Canaccord Genuity LLC, dated April 6, 2023, as amended from time to time, including with respect to the Fairness Opinion to be issued thereunder, none of the Company nor any of its Subsidiaries are party to any contract, agreement or understanding with any Person that would give rise to a valid claim against them or the Purchasers for a brokerage commission, finder's fee or like payment in connection with the Transaction Documents and the transactions contemplated thereby.

(s) No Registration. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2 and their compliance with their agreements contained in the Transaction Documents, no registration under the Securities Act is required for the offer and sale of the Shares to the Purchasers pursuant to the terms of this Agreement.

(t) Registration Rights. Other than as disclosed in the Company's filings with the Commission, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company or any of its Subsidiaries.

(u) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Shares by any form of general solicitation or general advertising. The Company has offered, and may offer, the Shares for sale only to the Purchasers and other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(v) Disqualification Events. None of the Company, any Subsidiary, any of their respective predecessors, any director, executive officer, other officer of the Company or any Subsidiary participating in the offering contemplated hereby, any beneficial owner (as that term is defined in Rule 13d-3 under the Exchange Act) of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, any "promoter" (as that term is defined in Rule 405 under the Securities Act) connected with the Company or any of the Subsidiaries in any capacity at the time of the Closing, any placement agent or dealer participating in the offering of the Shares, any of such agents' or dealer's directors, executive officers, other officers participating in the offering of the Shares (the "**Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"). The Company has exercised reasonable care to determine (i) the identity of each person that is a Covered Person; and (ii) whether any Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e). The Company is not for any other reason disqualified from reliance upon Rule 506 of Regulation D under the Securities Act for purposes of the offer and sale of the Shares.

(w) Acknowledgement Regarding Purchasers' Purchase of Shares. The Company acknowledges and agrees that each Purchaser is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby. The Company further acknowledges that none of the Purchasers are acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by any Purchaser or any of its

representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Purchaser's purchase of the Shares.

(x) Acknowledgement Regarding Purchasers' Trading Activity. It is understood and acknowledged by the Company that, except as otherwise specifically set forth in any written agreement between the Company and the applicable Purchaser (including Section 4.2 of this Agreement, which shall control to the extent in conflict with this Section 3.1(x)), (i) following the public disclosure of the transactions contemplated by the Transaction Documents, in accordance with the terms thereof, none of the Purchasers has been asked by the Company or any of its Subsidiaries to agree, nor has any Purchaser agreed with the Company or any of its Subsidiaries, to refrain from effecting any transactions in or with respect to (including purchasing or selling, long or short) any securities of the Company, or "derivative" securities based on securities issued by the Company or to hold any of the Shares for any specified term; (ii) no Purchaser shall be deemed to have any affiliation with or control over any arm's length counterparty in any "derivative" transaction; and (iii) each Purchaser may rely on the Company's obligation to timely deliver Shares upon conversion, exercise or exchange, as applicable, of the Shares as and when required pursuant to the Transaction Documents for purposes of effecting trading in the Common Stock of the Company, subject to the limitations set forth herein. The Company further understands and acknowledges that, except as otherwise specifically set forth in any written agreement between the Company and the applicable Purchaser, following the public disclosure of the transactions contemplated by the Transaction Documents, one or more Purchasers may engage in hedging or trading activities (including the location or reservation of borrowable shares of Common Stock) at various times during the period that the Shares are outstanding. The Company acknowledges that, except as otherwise specifically set forth in any written agreement between the Company and the applicable Purchaser, such aforementioned hedging or trading activities do not constitute a breach of this Agreement, the Shares or any other Transaction Document or any of the documents executed in connection herewith or therewith.

(y) Full Disclosure. No written representation, warranty or other statement of the Company or any of its Subsidiaries in any certificate or written statement, when taken as a whole, given to any Purchaser, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to any Purchaser, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized that projections and forecasts provided by the Company in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

3.2. **Representations and Warranties of the Purchasers**. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants to the Company as of the Closing Date (unless a different date is specified herein, in which case such representations and warranties shall be made as of such specified date) as follows:

(a) Organization; Authority. Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Conflicts. The execution, delivery and performance by such Purchaser of this Agreement and the consummation by such Purchaser of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of such Purchaser or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Purchaser is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Purchaser, except in the case of clauses (ii) and (iii) above, for such that are not material and do not otherwise affect the ability of such Purchaser to consummate the transactions contemplated hereby.

(c) Own Account. Such Purchaser understands that the Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Shares as principal for its own account and not with a view to or for distributing or reselling such Shares or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other Persons to distribute or regarding the distribution of such Shares in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting such Purchaser's right to sell the Shares in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Shares hereunder in the ordinary course of its business.

(d) Purchaser Status. At the time such Purchaser was offered the Shares, it was either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

(e) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment. Such Purchaser and its advisors, if any, have been furnished with all materials relating to the business, financial condition and results of operations of the Company, and materials relating to the offer and sale of the Shares, that have been requested by such Purchaser or its advisors, if any. Such Purchaser acknowledges and understands that its investment in the Shares involves a significant degree of risk.

(f) General Solicitation. Such Purchaser is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to such Purchaser's knowledge, any other general solicitation or general advertisement.

(g) Access to Information. Such Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the Exchange Act Reports and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares and the merits and risks of investing in the Shares; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

(h) Short Sales and Confidentiality. Other than consummating the transactions contemplated hereunder, such Purchaser has not directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser, executed any Short Sale with respect to securities of the Company prior to the date hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio

managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. Other than to other Persons party to this Agreement or to such Purchaser's representatives (including its officers, directors, partners, legal and other advisors, employees, agents and Affiliates), bound by a duty of confidentiality to such Purchaser and whom such Purchaser has taken reasonable actions to cause them to maintain such confidentiality, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

(i) No Governmental Review. Such Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(j) No Legal, Tax or Investment Advice. Such Purchaser understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to the Purchasers in connection with the purchase of the Shares constitutes legal, tax or investment advice. Such Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1. **Transfer Restrictions**.

(a) The Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of a Purchaser under this Agreement.

(b) The Purchasers agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Shares in the following form:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, ACCORDINGLY, MAY NOT BE TRANSFERRED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, OR (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(c) The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Shares to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Shares to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall

be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Shares may reasonably request in connection with a pledge or transfer of the Shares.

(d) Instruments, whether certificated or uncertificated, evidencing the Shares shall not contain any legend (including the legend set forth in Section 4.1(b) hereof), (i) while a registration statement covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Shares pursuant to Rule 144, (iii) if such Shares are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Shares and without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). Promptly after the Effective Date, the Company shall cause its counsel to issue a legal opinion to the Transfer Agent if required by the Transfer Agent to effect the removal of the legend hereunder. The Company agrees that following the Effective Date or at such time as such legend is no longer required under this Section 4.1(d), it will, as soon as practicable and no later than five Business Days following the delivery by a Purchaser to the Company or the Transfer Agent of a certificate or book entry (at the election of such Purchaser, provided that, absent instructions to the contrary, the default shall be book-entry) representing Shares, as the case may be, issued with a restrictive legend, deliver or cause to be delivered to such Purchaser an unrestricted book entry representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4.1. Instruments, whether certificated or uncertificated, for Shares subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by such Purchaser.

(e) Notwithstanding any provision of this Agreement to the contrary, until the Short-Form Merger has been completed in accordance with Section 4.11, no Purchaser shall Transfer any Common Stock, including the Shares, except to Venus Merger Holdings Corporation or another Affiliate of such Purchaser who delivers a written joinder to the Company agreeing to be bound by the terms of this Agreement as if such Affiliate was such Purchaser. As used herein, "**Transfer**" means to sell, grant, assign, create a Lien, pledge or otherwise convey, or dispose of or commit to do any of the foregoing, either directly or indirectly.

4.2. **Short Sales**. Notwithstanding any provision of this Agreement to the contrary, each Purchaser hereby agrees that, without the prior written consent of the Company, such Purchaser will not, directly or indirectly (including by entering into agreement or understand with any other Person), execute any Short Sale with respect to securities of the Company from and after the date hereof.

4.3. **Integration**. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares in a manner that would require the registration under the Securities Act of the sale of the Shares.

4.4. **Securities Laws Disclosure; Publicity**. The Company shall (by 9:30 a.m. (New York City time) on the Business Day immediately following the date hereof, or at such other time consented to by the Purchasers, issue a press release disclosing the material terms of the transactions contemplated by the Transaction Documents. From and after the issuance of such press release, the Company represents to the Purchasers that it shall have publicly disclosed all material, non-public information delivered to any of the Purchasers by the Company, or any of its officers, directors, employees or agents. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing Party shall promptly provide the other Party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not, without the prior written consent of the Purchasers, or to the extent consistent with past practice, use the name of a Purchaser or any of its Affiliates (or any other derivative name of a Purchaser or its Affiliates) in any press releases or other public disclosures, offering documents, sales materials, brochures or similar publicity or promotional materials, or for promotional

purposes, whether orally or in writing, except to the extent such disclosure is required by law, in which case the Company shall provide Purchaser with prior notice of such disclosure permitted under this clause (ii).

4.5. **Shareholder Rights Plan**. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4.6. **Non-Public Information**. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.4, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide any Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto such Purchaser shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company delivers any material, non-public information to a Purchaser without such Purchaser's consent, the Company hereby covenants and agrees that such Purchaser shall not have any duty of confidentiality to Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates, or a duty to the Company, and of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates not to trade on the basis of, such material, non-public information, provided that the Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously publicize such notice in a press release. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7. **Indemnification of Purchasers**. Subject to the provisions of this Section 4.7(a), the Company will defend, indemnify and hold each Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling Persons (each, a "**Purchaser Party**") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any shareholder of the Company who is not an Affiliate of such Purchaser Parties, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of such Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser Parties may have with any such shareholder or any violations by such Purchaser Parties of state or federal securities laws or any conduct by such Purchaser Parties which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (A) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (B) to the extent, but

only to the extent that a loss, claim, damage or liability is attributable to (I) any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents, or (II) any conduct by such Purchaser Party which constitutes gross negligence or willful misconduct. The indemnification required by this Section 4.7 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.8. **Book Entry**. The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

4.9. **Certain Transactions and Confidentiality**. Each Purchaser, severally and not jointly with the other Purchasers, covenants that neither it, nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales, of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, such Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents. Notwithstanding the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Purchaser makes any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4, (ii) no Purchaser shall be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4 and (iii) no Purchaser shall have any duty of confidentiality or duty not to trade in the securities of the Company to the Company after the issuance of the initial press release as described in Section 4.4. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement.

4.10. **Form D; Blue Sky Filings**. If required under Regulation D under the Securities Act, the Company agrees to timely file a Form D with respect to the Shares and to provide a copy thereof, promptly upon request of any Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Shares for, sale to the Purchasers at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Purchaser.

4.11. **Short-Form Merger**. As promptly as practicable after the Closing, and in any event no later than March 31, 2026, the Purchasers or one of their designated Affiliates (the "**Acquiror**") will use reasonable best efforts to acquire 100% of the outstanding Common Stock pursuant to a "short-form merger" in accordance with Section 253 of DGCL, with the Company to be the "surviving corporation" of the merger (the "**Short-Form Merger**"). The Acquiror shall pay, as consideration for the surrender or cancellation of each share of Common Stock in the Short-Form Merger (other than shares of Common Stock owned by the Acquiror or the Company's shareholders who properly exercise appraisal rights under Section 262 of the DGCL), no less than price per Share to be paid by the Purchasers hereunder.

ARTICLE V.
MISCELLANEOUS

5.1. **Termination**. This Agreement shall terminate upon the earlier to occur of (a) the mutual written agreement of the Parties to terminate this Agreement and (b) the date following the Closing upon which no Purchaser holds any Shares (the date of such termination, the "**Termination Date**"); provided, however, that the termination of this Agreement will not affect the right of any Party to sue for any breach by any other Party or Parties to the extent such breach occurred prior to the Termination Date.

5.2. **Fees and Expenses**. The Company shall pay all Transfer Agent fees (including any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other similar taxes and duties levied in connection with the delivery of any Shares to the Purchasers. The Company shall pay (a) all reasonable and documented out-of-pocket expenses incurred by the Purchasers (including the fees, charges and disbursements of one counsel in the aggregate for all Purchasers and one local counsel if needed), in connection with (i) the preparation, negotiation, execution and delivery of this Agreement and the other Transaction Documents and (ii) any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) or the administration of this Agreement and the other Transaction Documents and (b) all reasonable and documented out-of-pocket expenses incurred by the Purchasers (including the fees, charges and disbursements of one counsel in the aggregate for all Purchasers other than local counsel), in connection with the enforcement or protection of their rights in connection with this Agreement and the other Transaction Documents, including their rights under this Section 5.2.

5.3. **Entire Agreement**. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, exhibits and schedules.

5.4. **Notices**. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment as set forth on the signature pages attached hereto on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on any Business Day, (c) the second (2nd) Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the Party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.5. **Amendments; Waivers**. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchasers holding a majority of the Shares then outstanding, or in the case of a waiver, by the Party against whom enforcement of any such waived provision is sought; provided, however, that if any amendment, modification or waiver disproportionately and adversely impacts a Purchaser (or group of Purchasers), the consent of such disproportionately impacted Purchaser (or group of Purchasers) shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right. Any proposed amendment or waiver that disproportionately, materially and adversely affects the rights and obligations of any Purchaser relative to the comparable rights and obligations of the other Purchasers shall require the prior written consent of such adversely affected Purchaser. Any amendment effected in accordance with this Section 5.5 shall be binding upon each Purchaser and holder of Shares and the Company.

5.6. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any

Shares, provided that such transferee agrees in writing to be bound, with respect to the transferred Shares, by the provisions of the Transaction Documents that apply to the "Purchasers."

5.7. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the Parties and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.7.

5.8. **Governing Law**. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each Party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a Party or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Proceeding is improper or is an inconvenient venue for such Proceeding. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any Party hereto shall commence a Proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Parties under Section 4.7, the prevailing Party in such Proceeding shall be reimbursed by the non-prevailing Party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

5.9. **Survival**. The representations and warranties contained herein shall survive the Closing and the delivery of the Shares.

5.10. **Execution**. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to each other Party, it being understood that the Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.11. **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.12. **Rescission and Withdrawal Right**. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

5.13. **Replacement of Shares**. If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Shares.

5.14. **Remedies**. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.15. **Payment Set Aside**. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.16. **Stock Splits, Etc**. Each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to equitable adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date hereof.

5.17. **Saturdays, Sundays, Holidays, etc**. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.18. **Construction**. The Parties agree that each of them or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. As used in this Agreement, the words "including" or "includes" shall be deemed followed by "without limitation," the word "or" shall be deemed to mean "and / or," and "$" shall refer to United States dollars.

5.19. **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

[no further text on this page]

IN WITNESS WHEREOF, the Parties have caused this Stock Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

VENUS CONCEPT INC.

By: /s/ Domenic Della Penna
Name: Domenic Della Penna
Title: Chief Financial Officer

Address for Notice:

Venus Concept Inc.
235 Yorkland Blvd., Suite 900
Toronto, Ontario, Canada
M2J 4Y8
Attn: Chief Legal Officer & Head of Strategy & Operations
Email: [***]

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

Dorsey & Whitney LLP
TD Bank Tower
66 Wellington Street West, Suite 3400
Toronto, ON M5K 1E6
Attn: Richard Raymer
Email: [***]

IN WITNESS WHEREOF, the Parties have caused this Stock Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MADRYN HEALTH PARTNERS, LP

By: Madryn Health Advisors, LP,
its General Partner

By: Madryn Health Advisors GP, LLC,
its General Partner

By: /s/ Avinash Amin
Name: Avinash Amin
Title: Member

Address for Notice:

Madryn Asset Management, LP
330 Madison Avenue, 33rd Floor
New York, NY 10017
Attn: Avinash Amin
Email: [***]

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

Moore & Van Allen PLLC
100 North Tyron Street, Suite 4700
Charlotte, NC 28202
Attn: Tripp Monroe
Email: [***]

MADRYN HEALTH PARTNERS (CAYMAN MASTER), LP

By: Madryn Health Advisors, LP,
its General Partner

By: Madryn Health Advisors GP, LLC,
its General Partner

By: /s/ Avinash Amin
Name: Avinash Amin
Title: Member

Address for Notice:

Madryn Asset Management, LP
330 Madison Avenue, 33rd Floor
New York, NY 10017
Attn: Avinash Amin
Email: [***]

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

Moore & Van Allen PLLC
100 North Tyron Street, Suite 4700
Charlotte, NC 28202
Attn: Tripp Monroe
Email: [***]